



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MARCH 19, 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. PRESENTATIONS

4.1 **PRESENTATION - ANNUAL AUDIT REPORT** - *Mr. Ryan Tucker and Ms. Barbara Boyd of Purvis Gray and Company will present the Annual Audit Report for the Fiscal Year ending September 30, 2018.*

4.2 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for February 2019.*

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

6. CONSENT AGENDA

6.1 **BUDGET AMENDMENT - STORMWATER** - RESOLUTION 2019-49 APPROVING AN AMENDMENT TO THE STORMWATER FUND BUDGET FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$7,995 from the Stormwater Contractual account to the Stormwater Machinery/Equipment account.*

6.2 **VOLUNTARY ANNEXATION AGREEMENT - 1402 S. PIKE LANE** - RESOLUTION 2019-50 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.26 ACRES OF LAND LOCATED AT 1402 S. PIKE LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of wastewater services to the property located on 1402 S. Pike Lane (Parcel ID: 00-00-30-0411-0009-0000). Also approves the Voluntary Annexation Petition.*

7. RESOLUTIONS

- 7.1 **BUDGET AMENDMENTS / FUTURE REVENUE DIRECTION - HDC TRUST FUND & TREE TRUST FUND** - RESOLUTION 2019-34 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019; DIRECTING ALL FUTURE REVENUES GENERATED FROM HISTORIC DISTRICT CERTIFICATES OF APPROVAL AND TREE REMOVAL FEES, FINES, OR PENALTIES TO THE ASSOCIATED SPECIAL REVENUE TRUST FUNDS AND THEIR ASSOCIATED ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves transfer of revenues generated by permit and Certificate of Approval fees to the special Revenue Trust Funds.*
- 7.2 **AWARD OF ITB #18-26 - ALL PRO SURFACES LLC** - RESOLUTION 2019-51 AWARDED ITB #18-26 TO ALL PRO SURFACES LLC FOR THE REPLACEMENT OF THE MARTIN LUTHER KING, JR (MLK) BASKETBALL COURT AND GOALS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB #18-26 to All Pro Surfaces LLC for the replacement of the MLK basketball courts and goals.*
- 7.3 **PROPOSAL ACCEPTANCE - WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC.** - RESOLUTION 2019-52 ACCEPTING THE PROPOSAL SUBMITTED BY WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC. IN THE AMOUNT OF \$35,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the proposal submitted by Wood Environment and Infrastructure Solutions, Inc. in an amount not to exceed \$35,700 for the preparation of the Fernandina Beach Downtown Resiliency Master Plan.*
- 7.4 **SOLE SOURCE VENDOR APPROVAL - ARETE INDUSTRIES / BUDGET AMENDMENT - SANITATION** - RESOLUTION 2019-53 APPROVING ARETE INDUSTRIES AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; APPROVING AN AMENDMENT TO THE BUDGET IN FY 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Arete Industries as a sole source vendor for the purchase of trash container enclosure units to be used along the beach. Also approves an amendment to the budget by transferring \$100,000 from the Sanitation Contingency account to the Sanitation Equip-Non Capital account.*
- 7.5 **PROPOSAL APPROVAL - BEACH RAKER, LLC** - RESOLUTION 2019-54 APPROVING A PROPOSAL FROM BEACH RAKER, LLC IN AN AMOUNT NOT TO EXCEED \$200,000 FOR BEACH CLEANING SERVICES BY WAY OF A PIGGYBACK PURCHASE IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Beach Raker, LLC to clean City beaches by "handpicking" City beaches with no mechanical raking and removing personal property items left abandoned on City beaches in accordance with the cost proposal.*
- 7.6 **GRANT APPLICATION - FLORIDA INLAND NAVIGATION DISTRICT (FIND)** - RESOLUTION 2019-55 REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests assistance under the Florida Inland Navigation District (FIND) Waterways Assistance Program for the development of Public Boat Docking and Mooring Facilities.*

- 7.7 **FL SENATE BILL AND HOUSE BILL SUPPORT - RESOLUTION 2019-56** SUPPORTING FLORIDA SENATE BILL 218 PROHIBITING SMOKING ON PUBLIC BEACHES; SUPPORTING FLORIDA SENATE BILL 88 REPEALING PREEMPTION OF LOCAL LAWS REGULATING RECYCLABLE AND POLYSTYRENE MATERIALS; SUPPORTING SENATE BILL 146 CLARIFYING THAT PERMITS FOR DRILLING OR OPERATING A WELL DO NOT AUTHORIZE THE PERFORMANCE OF ADVANCED WELL STIMULATION TREATMENTS; SUPPORTING HOUSE BILL 7029 PROHIBITING FRACKING; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Expresses support for bills filed in the upcoming Florida Legislative session.*

8. ORDINANCE - SECOND READING

- 8.1 **FUTURE LAND USE MAP AMENDMENT - AMELIA BLUFF - ORDINANCE 2019-08** CHANGING THE CITY'S FUTURE LAND USE MAP FROM CONSERVATION (CON) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR PROPERTY TOTALING APPROXIMATELY 6.40 ACRES OF LAND LOCATED ON CITRONA DRIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Assigns a Future Land Use Map Category of Low Density Residential (LDR) to 6.40 acres of land located on Citrona Drive.*

9. RESOLUTION

- 9.1 **(Quasi-Judicial) FINAL PLAT APPROVAL - AMELIA BLUFF - RESOLUTION 2019-57** APPROVING FINAL PLAT, PAB CASE 2018-26 TITLED "AMELIA BLUFF"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled "Amelia Bluff" as a final plat.*

10. BOARD APPOINTMENT

- 10.1 **BOARD OF ADJUSTMENT** - *two appointments.*

11. CITY COMMISSION DISCUSSION

- 11.1 **WATERFRONT PARK DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 11.2 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

- 15.1 **COMMISSIONER ROSS' COMMENTS REGARDING OCEAN HIGHWAY AND PORT AUTHORITY**

16. ADJOURNMENT

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
 Annual Audit Report

ITEM TYPE: Presentation

REQUESTED ACTION: Acceptance of the Annual Audit

SYNOPSIS: Mr. Ryan Tucker and Ms. Barbara Boyd of Purvis Gray and Company will present the Annual Audit Report for the Fiscal Year ending September 30, 2018.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: None

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission accept the Fiscal Year 2018 audit as presented.

Nicole Bednar, Administrative Services Manager 3/11/2019

Dale Martin, City Manager 3/11/2019

Date: February 18, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Accept

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Comptroller Pauline Testagrose will answer any questions regarding the budget summary for February 2019.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 3/11/2019

Dale Martin, City Manager 3/11/2019

Date: November 21, 2018

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

February 2019

Overall: Five months of the fiscal year 2018/2019 represents 41.6% of the budgeted fiscal year. Electric Franchise Fee revenue and various grant revenues have been accrued for the month of February. All recurring expenses have been recorded. Finance will prepare budget amendments to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund Revenues are above the 41.6% mark at 65.6% of the annual budget primarily due to the timing of property tax receipts. For the month of February 88.7% of the property tax receipts are recorded. General Fund revenues exceeded expenses on a year to date bases by almost \$6.4 million. Specific revenue sources we are tracking are detailed below.

	18/19 Budget	Feb 19 YTD \$	Feb 19 YTD %	Feb 18 YTD \$	Feb 18 YTD %	
Local Option Gas Tax	393,321	109,909	27.9%	110,838	45.6%	
Small County Surtax (one cent sales tax)	1,978,258	737,619	37.3%	653,083	35.9%	
Half Cent Sales Tax	889,256	352,245	39.6%	332,395	38.9%	
Franchise Fees	1,440,000	583,306	40.5%	637,829	45.6%	
Total FY 18/19 Bud	4,700,835					
Total FY 17/18 Actual	4,214,233					
Total FY 17/18 Bud	4,267,927					

For expenses, Finance is the only department over the 41.6% mark due to the payments of the annual maintenance agreements for Tyler/Munis and Kronos.

Special Revenue Funds: (100-190)

Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue Funds except Fund 190 – Law Enforcement Recovery. In Fund 190 it was anticipated that Expenditures would exceed Revenues due to capital purchases.

Debt Service Funds: (220 –230)

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

Capital Improvement Funds: (300-330)

Revenues exceed Expenses in all the Capital Funds. There are capital commitments in the Capital Improvements Fund (300) for a Beach monitoring, Dredging and the Peck Center roof and doors. Progress payments are being processed and paid.

Golf Course: (410)

Revenues exceeded Expenses due to annual memberships, snack bar sales and transfers from the General Fund. Memberships were \$8,643 lower this February year to date compared to February 2018. February margins on Pro Shop Sales are higher than the budgeted ratio while F&B Sales are lower than the budgeted ratio.

Airport: (420)

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

Sanitation: (440)

Revenues exceeded Expenses for the month.

Wastewater: (450)

Expenses exceed Revenues due to the Utility Billing System conversion combined with the training of new staff. February billing was completed on March 8th.

Water: (460)

Revenue exceed Expenses, but there is still a billing lag due to the Utility Billing System conversion combined with the training of new staff. February billing was completed on March 8th.

Stormwater: (470)

Revenue exceed Expenses, but there is still a billing lag due to the Utility Billing System conversion combined with the training of a staff. February billing was completed on March 8th.

Marina: (480)

Limited Marina operations continue in the current fiscal year. Construction is in underway on the Southern Attenuator and is expected to be complete before the fiscal year end.

Fleet: (510)

Expenses exceed Revenues year to date. This Fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 – 530)

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 28, 2019**

41.7%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 12,753,306	\$ 11,307,199	\$ (1,446,107)	88.7%
Sales /Use/Fuel Taxes	2,596,579	847,527	(1,749,052)	32.6%
Franchise Fees	1,460,000	588,488	(871,512)	40.3%
Licenses/Permits	1,601,825	726,244	(875,581)	45.3%
Intergovernmental	1,514,375	577,365	(937,010)	38.1%
Charges for Services	1,348,943	509,585	(839,358)	37.8%
Fines and Forfeitures	23,700	7,969	(15,731)	33.6%
Other	148,944	80,564	(68,380)	54.1%
Subtotal	21,447,672	14,644,943	(6,802,729)	68.3%
Transfers/Reimbursements				
Utility Tax	1,800,000	750,000	(1,050,000)	41.7%
Sanitation	36,000	15,000	(21,000)	41.7%
Wastewater	360,000	150,000	(210,000)	41.7%
Water	180,000	75,000	(105,000)	41.7%
Fleet	15,000	6,250	(8,750)	41.7%
Total Revenues (excluding cash balance)	23,838,672	15,641,193	(8,197,479)	65.6%
EXPENDITURES:				
City Commission	333,373	112,477	220,896	33.7%
City Clerk	514,348	211,042	303,306	41.0%
City Manager	488,757	195,162	293,595	39.9%
Finance	764,488	357,457	407,031	46.8%
Information and Technology	730,489	221,413	509,076	30.3%
Human Resources	375,806	142,646	233,160	38.0%
City Attorney	352,708	116,366	236,342	33.0%
Planning	640,393	235,765	404,628	36.8%
Facility Maintenance	620,929	214,671	406,258	34.6%
Police	5,879,077	2,187,640	3,691,437	37.2%
Fire	4,267,286	1,630,333	2,636,953	38.2%
Fire Ocean Rescue	328,687	27,805	300,882	8.5%
Building / Permitting	1,159,808	304,277	855,531	26.2%
Code Enforcement	221,251	79,258	141,993	35.8%
Streets	2,377,841	823,417	1,554,424	34.6%
Downtown	84,791	19,695	65,096	23.2%
Public Assistance	58,500	7,396	51,104	12.6%
Library	14,361	2,924	11,437	20.4%
Recreation	1,105,681	354,668	751,014	32.1%
Parks	323,734	60,963	262,771	18.8%
Peck	305,363	97,811	207,552	32.0%
MLK Center	201,908	68,492	133,416	33.9%
Youth	284,561	91,446	193,115	32.1%
Aquatics	342,280	116,593	225,687	34.1%
Non-Departmental	267,183	103,085	164,098	38.6%
Contingency	90,000	0	90,000	0.0%
Transfers				
Debt Service	423,720	176,550	247,170	41.7%
Capital Improvements	1,670,000	695,833	974,167	41.7%
Golf	220,000	91,667	128,333	41.7%
Cemetery	11,300	4,708	6,592	41.7%
Marina	300,000	125,000	175,000	41.7%
Subtotal	24,758,623	8,876,559	15,882,064	35.9%
Encumbrances - All Departments		393,182	(393,182)	
Reserves	4,454,213	-	4,454,213	
Reserves - Restricted	2,258,800	-	2,258,800	
Total Expenditures (including Encumbrances)	31,471,636	9,269,741	22,201,895	29.5%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURE:	(7,632,964)	6,371,452	14,004,416	
Fund Balance, October 1, 2018 (Cash Balance)				
Unrestricted	5,342,964	5,342,964	-	
Restricted Building	2,290,000	2,290,000	-	
Fund Balance, February 28, 2019	\$ -	\$ 14,004,416	\$ 14,004,416	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 28, 2019**

41.7%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,161	\$ 140	\$ (2,021)	6.5%
110 Federal Forfeiture	74,600	164,398	89,798	220.4%
130 CDBG - Economic Development	101,181	-	(101,181)	0.0%
145 Wastewater Impact Fees	1,105,200	823,591	(281,609)	74.5%
146 Water Impact Fees	449,400	340,606	(108,794)	75.8%
150 Utility Tax	2,010,000	756,629	(1,253,371)	37.6%
160 Local Law Enforcement Block Grant	-	-	-	0.0%
170 Cemetery	1,288,500	115,132	(1,173,368)	8.9%
180 Community Redevelopment Area	20,000	-	(20,000)	0.0%
190 Law Enforcement Recovery	219,200	56,651	(162,549)	25.8%
Total Revenues	\$ 5,270,242	\$ 2,257,147	\$ (3,013,095)	42.8%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,161	-	\$ 2,161	0.0%
110 Federal Forfeiture	74,600	61,321	13,279	82.2%
130 CDBG - Economic Development	101,181	-	101,181	0.0%
145 Wastewater Impact Fees	1,105,200	208,333	896,867	18.9%
146 Water Impact Fees	449,400	141,667	307,733	31.5%
150 Utility Tax	2,010,000	750,000	1,260,000	37.3%
160 Local Law Enforcement Block Grant	-	-	0	0.0%
170 Cemetery	1,288,500	66,937	1,221,563	5.2%
180 Community Redevelopment Area	20,000	-	20,000	0.0%
190 Law Enforcement Recovery	219,200	87,716	131,484	40.0%
Total Expenditures	\$ 5,270,242	\$ 1,315,974	\$ 3,954,268	25.0%

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 28, 2019**

41.7%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 5,481,700	\$ 1,576,860	\$ (3,904,840)	28.8%
	Expenses				
	General Government	\$ 800,871	\$ 228,420	572,451	28.5%
	Police	-	-	-	0.0%
	Fire	-	-	-	0.0%
	Streets	730,829	269,413	461,416	36.9%
	Recreation	3,070,000	391,088	2,678,912	12.7%
	Parks	345,000	26,726	318,274	7.7%
	Peck	325,000	49,847	275,153	15.3%
	MLK	130,000	850	129,150	0.7%
	Aquatics	80,000	-	80,000	0.0%
	Subtotal	5,481,700	966,344	4,515,356	17.6%
	Net Revenues(Expenses)	\$ -	\$ 610,516	\$ (610,516)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,708,000	\$ 5,556	\$ (1,702,444)	0.3%
	Admin	943,374	49,826	(893,548)	5.3%
	Police	250,272	18,689	(231,583)	7.5%
	Fire	864,289	36,243	(828,046)	4.2%
	Sanitation	-	-	-	0.0%
	Recreation	3,136,965	221,524	(2,915,441)	7.1%
	Subtotal	6,902,900	331,838	(6,571,062)	4.8%
	Expenses				
	Admin	\$ 2,444,574	\$ -	\$ 2,444,574	0.0%
	Police	250,972	-	\$ 250,972	0.0%
	Fire	865,489	-	\$ 865,489	0.0%
	Recreation	3,341,865	11,086	\$ 3,330,779	0.3%
	Subtotal	6,902,900	11,086	6,891,814	0.2%
	Net Revenues(Expenses)	\$ -	\$ 320,751	\$ 320,751	0.0%
330	Wastewater Improvement				
	Revenues	\$ 3,488,400	\$ 625,045	\$ (2,863,355)	17.9%
	Expenses	3,488,400	-	3,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 625,045	\$ 625,045	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 28, 2019**

41.7%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,446,262	\$ 563,689	\$ (882,573)	39.0%
Operating Expense*	1,487,859	580,688	907,172	39.0%
Operating Income (Loss)	(41,597)	(16,998)	24,599	40.9%
Non Operating Income (Expense) & Transfers	125,990	122,938	(3,052)	97.6%
Change in Net Position	\$ 84,393	\$ 105,940	\$ 21,547	125.5%
Airport Fund 420				
Operating Revenues	\$ 865,679	\$ 326,118	\$ (539,561)	37.7%
Operating Expense*	544,286	202,464	341,822	37.2%
Operating Income (Loss)	321,393	123,654	(197,739)	38.5%
Non Operating Income (Expense) & Transfers	265,168	167,643	(97,525)	63.2%
Change in Net Position	\$ 586,561	\$ 291,297	\$ (295,264)	49.7%
Sanitation Fund 440				
Operating Revenues	\$ 2,400,000	\$ 896,680	\$ (1,503,320)	37.4%
Operating Expense*	2,397,395	606,422	1,790,973	25.3%
Operating Income (Loss)	2,605	290,258	287,653	11142.3%
Non Operating Income (Expense) & Transfers	19,000	(10,300)	(29,300)	-54.2%
Change in Net Position	\$ 21,605	\$ 279,958	\$ 258,353	1295.8%
Wastewater Fund 450				
Operating Revenues	\$ 5,870,988	\$ 2,180,990	\$ (3,689,998)	37.1%
Operating Expense*	2,619,299	970,312	1,648,987	37.0%
Operating Income (Loss)	3,251,689	1,210,678	(2,041,011)	37.2%
Non Operating Income (Expense) & Transfers	(2,852,583)	(1,151,625)	1,700,958	40.4%
Change in Net Position	\$ 399,106	\$ 59,053	\$ (340,053)	14.8%
Water Fund 460				
Operating Revenues	\$ 4,228,137	\$ 1,586,741	\$ (2,641,396)	37.5%
Operating Expense*	2,450,246	801,235	1,649,011	32.7%
Operating Income (Loss)	1,777,891	785,505	(992,386)	44.2%
Non Operating Income (Expense) & Transfers	(1,050,549)	(437,224)	613,325	41.6%
Change in Net Position	\$ 727,342	\$ 348,281	\$ (379,061)	47.9%
Stormwater Fund 470				
Operating Revenues	\$ 815,000	\$ 324,977	\$ (490,023)	39.9%
Operating Expense*	682,670	236,702	445,968	34.7%
Operating Income (Loss)	132,330	88,275	(44,055)	66.7%
Non Operating Income (Expense) & Transfers	685,000	-	(685,000)	0.0%
Change in Net Position	\$ 817,330	\$ 88,275	\$ (729,055)	10.8%
Marina Fund 480				
Operating Revenues	\$ 480,125	\$ 64,084	\$ (416,041)	13.3%
Operating Expense*	1,006,652	235,362	771,290	23.4%
Operating Income (Loss)	(526,527)	(171,278)	355,249	32.5%
Non Operating Income (Expense) & Transfers	8,432,112	3,056,860	(5,375,252)	36.3%
Change in Net Position	\$ 7,905,585	\$ 2,885,582	\$ (5,020,003)	36.5%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 80,327	\$ 5,326	\$ 75,001	6.6%
Airport Fund 420	612,038	175,665	436,373	28.7%
Sanitation Fund 440	-	-	-	0.0%
Wastewater Fund 450	1,189,000	71,477	1,117,523	6.0%
Water Fund 460	648,000	31,046	616,954	4.8%
Stormwater Fund 470	902,400	13,021	889,379	1.4%
Marina Fund 480	8,736,550	1,414,146	7,322,404	16.2%
Total Enterprise Funds	\$ 12,168,315	\$ 1,710,680	\$ 10,457,635	14.1%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH FEBRUARY 28, 2019**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	598,258.83	586,013.78	12,245.05	91,966.65		3,598.11	100,613.59
Airport (420)	493,760.48	378,129.12	115,631.36		-		115,631.36
Sanitation (440)	901,380.52	606,422.10	294,958.42		(15,000.00)		279,958.42
Wastewater (450)	2,227,940.99	1,041,788.39	1,186,152.60		(1,198,576.25)		(12,423.65)
Water (460)	1,598,578.53	832,281.16	766,297.37	250,000.00	(699,062.10)		317,235.27
Storm Water Management (470)	324,977.29	249,722.92	75,254.37				75,254.37
Marina (480)	3,041,755.19	1,649,508.09	1,392,247.10	125,000.00		45,811.43	1,471,435.67

*Year to Date Revenue includes Grant Revenue and Loan Proceeds.

**Year to Date Cost includes Capital Expenditures.

***Debt Service is made annually and interest is recorded monthly and/or semi annually.

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

3/7/2019

Utility Billing - Current Accounts						
Number of Customers		Delinquency Days	\$	Avg Monthly Billing		
8,360	Active Customers			\$ 980,500.00		
206		30	30,526.60			
108		60	10,847.95			
95		90	15,543.94 *			
-		120	- *			
-		150	- *			
-						
-						
-						
	Total		\$ 56,918.49		* Payment plan in place	
Utility Billings - Closed accounts (not yet turned over to Collection Agency)						
-	Closed accts. from IMS	337 accts. w/ delinquent balances	\$ 54,750.67			
Utility Billings in Collections						
Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,557.88	5,914.23		27.16%
2017 (thru Dec)	148	26,629.59	1,407.24	3,071.74		16.82%
2018 (thru June)	68	22,350.50		156.61		0.70%
		\$ 76,492.05	\$ 2,965.12	\$ 9,142.58	\$ 12,107.70	15.83%
Recovered to date		\$ (12,107.70)				
Balance currently at CCI		\$ 64,384.35				

Airport						
Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing		
87	ALL Customers			\$42,512.60		
				(Amelia Island Aviation - acct closed)		
11		30	8,738.80	\$ -		
4		60	2,316.26	\$ -		
2		90	1,565.02	\$ -		
0		120	-	\$ -		
0		150+	-	\$ 8,758.77		
11	Sub Total		\$ 12,620.08	\$ 8,758.77		\$ 21,378.85

Marina						
Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing		
14	ALL Customers			\$8,865		
		30				
1		60	12.08			
		90				
		120				
1		150+	805.59			
			817.67			
David Johnson		Will pay		30		
David Johnson		Will pay		60		
David Johnson		Will pay		30+60		
Total				150		
Peck Center & Other City Leases						
Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing		
9	ALL Customers			12,521.54		
		30				
1		60	43.18			
0		90	-			
0		120+	-			
1	Sub Total		\$ 43.18			

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-12,753,306.00	-12,753,306.00	-11,307,199.17	-438,122.69	0.00	-1,446,106.83	88.7%
001 31240		LOCAL OPTION GAS TAX					
	-393,321.00	-393,321.00	-109,908.62	-44,359.59	0.00	-283,412.38	27.9%
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-1,978,258.00	-1,978,258.00	-737,618.63	-193,673.92	0.00	-1,240,639.37	37.3%
001 31610		LOCAL BUSINESS TAX					
	-145,000.00	-145,000.00	-98,906.65	-18,443.45	0.00	-46,093.35	68.2%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,750.00	-3,750.00	-149.65	-26.26	0.00	-3,600.35	4.0%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	-57.75	0.00	0.00	57.75	100.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
001 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-261,400.00	-46,999.00	0.00	-393,600.00	39.9%
001 32201		BUILDING PERMIT-ADDRESS					
	0.00	0.00	-5,832.50	0.00	0.00	5,832.50	100.0%
001 32202		BLDING PERMIT-CONSTRUCTION PL					
	-300,000.00	-300,000.00	-104,933.95	-14,452.00	0.00	-195,066.05	35.0%
001 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-1,949.50	-312.00	0.00	-5,550.50	26.0%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-2,275.00	-140.00	0.00	-3,725.00	37.9%
001 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-2,436.00	0.00	0.00	-2,564.00	48.7%
001 32207		BLDING PERMIT-REINSPECTION FEE					
	-3,500.00	-3,500.00	-385.00	0.00	0.00	-3,115.00	11.0%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	-11,562.50	0.00	0.00	-13,437.50	46.3%
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	-1,050.00	0.00	0.00	-3,950.00	21.0%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-6,390.00	-167.00	0.00	-18,610.00	25.6%
001 32219		TREE TRUST FUND RESERVE					
	-25,000.00	-25,000.00	-11,562.50	0.00	0.00	-13,437.50	46.3%

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City of Fernandina Beach
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-583,306.09	-110,881.84	0.00	-856,693.91	40.5%
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-5,182.21	0.00	0.00	-14,817.79	25.9%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-14,338.70	0.00	0.00	-10,661.30	57.4%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-12,425.00	-2,625.00	0.00	-5,575.00	69.0%
001 32903		SIGN PERMITS					
	-4,500.00	-4,500.00	-1,282.00	-237.00	0.00	-3,218.00	28.5%
001 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-47,184.00	-10,018.00	0.00	-12,816.00	78.6%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-4,350.00	-1,200.00	0.00	-4,150.00	51.2%
001 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-8,160.00	-2,160.00	0.00	-5,840.00	58.3%
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-900.00	-150.00	0.00	-5,100.00	15.0%
001 32910		GAS PERMITS-TANK FEES					
	0.00	0.00	-75.00	0.00	0.00	75.00	100.0%
001 32911		MECHANICAL					
	-75,000.00	-75,000.00	-18,837.00	0.00	0.00	-56,163.00	25.1%
001 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-25,100.00	-4,000.00	0.00	-9,900.00	71.7%
001 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-26,102.00	-3,529.00	0.00	1,102.00	104.4%
001 32914		PERMIT/REVIEW FEES					
	0.00	0.00	-150.00	0.00	0.00	150.00	100.0%
001 32915		ANNEXATION APP FEE					
	-2,800.00	-2,800.00	-900.00	0.00	0.00	-1,900.00	32.1%
001 32917		BOA APP FEES-RESIDENTIAL					
	-10,400.00	-10,400.00	-5,750.00	-850.00	0.00	-4,650.00	55.3%
001 32918		ZONING CERTIFICATION FEE					
	-3,925.00	-3,925.00	-1,375.00	0.00	0.00	-2,550.00	35.0%
001 32920		CDD COPIES MADE FEE					
	-2,600.00	-2,600.00	-149.71	0.00	0.00	-2,450.29	5.8%
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32924		HDC APPLICATION FEE					
	-10,000.00	-10,000.00	-4,765.00	-810.00	0.00	-5,235.00	47.7%
001 32926		PLAT APPROVAL APP FEE					
	-3,400.00	-3,400.00	-1,850.00	0.00	0.00	-1,550.00	54.4%
001 32928		REZONING APP FEE					
	-5,250.00	-5,250.00	-4,000.00	0.00	0.00	-1,250.00	76.2%

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City of Fernandina Beach
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32929		SITE PLAN REVIEW APP FEE					
	-37,200.00	-37,200.00	-9,800.00	0.00	0.00	-27,400.00	26.3%
001 32931		HDC VARIANCE					
	-1,300.00	-1,300.00	0.00	0.00	0.00	-1,300.00	.0%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	0.00	0.00	0.00	-750.00	.0%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937		LOT LINE ADJUSTMENTS					
	-3,200.00	-3,200.00	-400.00	0.00	0.00	-2,800.00	12.5%
001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-5,644.41	-2,985.50	0.00	3,644.41	282.2%
001 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-990.00	-555.00	0.00	-10.00	99.0%
001 32981		SPECIAL EVENT PERMITS					
	-3,500.00	-3,500.00	-2,590.00	-250.00	0.00	-910.00	74.0%
001 32982		SPECIAL BANNER PERMITS					
	-1,500.00	-1,500.00	-645.00	-75.00	0.00	-855.00	43.0%
001 32992		FIRE MARSHALL'S FEES					
	-30,000.00	-30,000.00	-19,180.65	-3,915.55	0.00	-10,819.35	63.9%
001 32995		ADDRESS ASSIGNMENT					
	-1,500.00	-1,500.00	-410.00	-10.00	0.00	-1,090.00	27.3%
001 33120		FEMA GRANT					
	0.00	0.00	-11,605.33	-8,270.73	0.00	11,605.33	100.0%
001 33170		DOS PRESERVATION					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 33350		HALF-CENT SALES TAX					
	-889,256.00	-889,256.00	-352,244.92	-139,809.93	0.00	-537,011.08	39.6%
001 33420		FEMA STATE					
	0.00	0.00	-1,924.22	-1,378.46	0.00	1,924.22	100.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-227,319.00	-227,319.00	-93,214.95	-18,642.99	0.00	-134,104.05	41.0%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-383.74	-21.75	0.00	-416.26	48.0%
001 33515		ALCOHOLIC BEV LICENSE					
	-25,000.00	-25,000.00	-21,147.30	-6,013.12	0.00	-3,852.70	84.6%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-2,730.00	0.00	0.00	-7,270.00	27.3%
001 33720		SCHOOL RESOURCE OFFICER					
	-250,000.00	-250,000.00	-88,879.78	0.00	0.00	-161,120.22	35.6%
001 33721		DEA REIMBURSEMENT					
	-12,000.00	-12,000.00	-5,235.00	0.00	0.00	-6,765.00	43.6%

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City of Fernandina Beach
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,000.00	-118,000.00	-37,132.10	-10,000.00	0.00	-80,867.90	31.5%
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-450,943.00	-450,943.00	-183,443.85	-37,818.35	0.00	-267,499.15	40.7%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-63,260.92	-17,446.99	0.00	-96,739.08	39.5%
001 34701		TRUST ACTIVITIES TAXABLE					
	-20,000.00	-20,000.00	-16,937.03	-2,884.69	0.00	-3,062.97	84.7%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-4,977.00	-641.00	0.00	-5,023.00	49.8%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-1,172.00	-437.00	0.00	1,172.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-15,000.00	-15,000.00	-2,945.00	-70.00	0.00	-12,055.00	19.6%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-513.36	-97.00	0.00	13.36	102.7%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-2,955.07	0.00	0.00	-10,544.93	21.9%
001 34720		RENTALS					
	-9,000.00	-9,000.00	-5,310.00	-2,630.00	0.00	-3,690.00	59.0%
001 34721		PECK RENTS					
	-11,000.00	-11,000.00	-2,392.98	-950.00	0.00	-8,607.02	21.8%
001 34722		PECK RENTS NON-TAXABLE					
	-35,000.00	-35,000.00	-12,300.27	-2,165.07	0.00	-22,699.73	35.1%
001 34723		PECK TRUST TAXABLE					
	-6,000.00	-6,000.00	-4,081.03	-1,016.10	0.00	-1,918.97	68.0%
001 34724		PECK TRUST NON-TAXABLE					
	-40,000.00	-40,000.00	-18,514.50	-3,694.00	0.00	-21,485.50	46.3%
001 34725		MLK RENTS					
	-4,000.00	-4,000.00	-2,899.00	-1,189.00	0.00	-1,101.00	72.5%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,025.00	0.00	0.00	1,025.00	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-11,000.00	-11,000.00	-6,115.00	-1,990.00	0.00	-4,885.00	55.6%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	0.00	0.00	0.00	-17,000.00	.0%
001 34731		YOUTH CAMPS					
	-255,000.00	-255,000.00	-100,019.55	-18,382.20	0.00	-154,980.45	39.2%
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	-835.40	0.00	0.00	835.40	100.0%

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 City of Fernandina Beach
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34741		AQUATICS TRUST NON-TAXABLE					
	-115,000.00	-115,000.00	-27,899.00	-5,287.00	0.00	-87,101.00	24.3%
001 34742		SWIMMING POOLS					
	-52,000.00	-52,000.00	-14,522.01	-1,526.74	0.00	-37,477.99	27.9%
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-130.00	-130.00	0.00	130.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-25.00	-25.00	0.00	25.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-180.00	-118.00	0.00	180.00	100.0%
001 34799		P & R COMBO MEMBERSHIPS					
	0.00	0.00	0.00	-0.01	0.00	0.00	.0%
001 35100		COURT CASES GENERAL FUND					
	-10,500.00	-10,500.00	-3,080.36	-492.86	0.00	-7,419.64	29.3%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-3,670.00	-355.00	0.00	-7,330.00	33.4%
001 35120		POLICE EDUCATION					
	-1,300.00	-1,300.00	-518.30	-109.96	0.00	-781.70	39.9%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-900.00	-900.00	-700.55	-111.80	0.00	-199.45	77.8%
001 36110		INTEREST					
	-50,000.00	-50,000.00	-38,224.74	-7,459.91	0.00	-11,775.26	76.4%
001 36210		RENTS					
	-3,044.00	-3,044.00	-3,440.60	0.00	0.00	396.60	113.0%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-9,123.41	-2,867.75	0.00	-14,676.59	38.3%
001 36990		OTHER REVENUE					
	-15,000.00	-15,000.00	-14,945.77	-3,774.66	0.00	-54.23	99.6%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-40.00	-8.00	0.00	-60.00	40.0%
001 36997		TDC REVENUE					
	-50,000.00	-50,000.00	-9,329.00	0.00	0.00	-40,671.00	18.7%
001 38215		FROM UTILITY TAX					
	-1,800,000.00	-1,800,000.00	-750,000.00	-150,000.00	0.00	-1,050,000.00	41.7%
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-15,000.00	-3,000.00	0.00	-21,000.00	41.7%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-150,000.00	-30,000.00	0.00	-210,000.00	41.7%
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-75,000.00	-15,000.00	0.00	-105,000.00	41.7%
001 38251		FROM FLEET					
	-15,000.00	-15,000.00	-6,250.00	-1,250.00	0.00	-8,750.00	41.7%
001 38910		CASH BALANCE FORWARD					
	-5,342,964.00	-5,342,964.00	0.00	0.00	0.00	-5,342,964.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
GENERAL FUND REVENUE
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38911	CASH BAL FORWARD REST'D						
	-2,290,000.00	-2,290,000.00	0.00	0.00	0.00	-2,290,000.00	.0%
TOTAL GENERAL FUND							
	-31,464,636.00	-31,464,636.00	-15,635,732.23	-1,398,012.87	0.00	-15,828,903.77	49.7%
TOTAL REVENUES							
	-31,464,636.00	-31,464,636.00	-15,635,732.23	-1,398,012.87	0.00	-15,828,903.77	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,000.00	-7,000.00	-5,460.79	-170.00	0.00	-1,539.21	78.0%
TOTAL FIRE							
	-7,000.00	-7,000.00	-5,460.79	-170.00	0.00	-1,539.21	78.0%
TOTAL REVENUES							
	-7,000.00	-7,000.00	-5,460.79	-170.00	0.00	-1,539.21	
GRAND TOTAL							
	-31,471,636.00	-31,471,636.00	-15,641,193.02	-1,398,182.87	0.00	-15,830,442.98	49.7%

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Revenue	Amount	% Used
Revised Budget	(\$31,471,636.00)	45.3%
Less: Cash Balance Forward		
38910	5,342,964.00	
38911	<u>2,290,000.00</u>	
Revised Budget excluding Cash	(\$23,838,672.00)	
YTD Actual Revenue	(\$15,641,193.02)	65.6%

Revised Budget excluding Cash	(\$23,838,672.00)
Less: YTD Expenditures	<u>8,876,559.63</u>
Net (Revenues) Expenditures	(\$14,962,112.37)

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
333,373.00	333,373.00	112,476.52	15,908.80	0.00	220,896.48	33.7%
0011200 CITY CLERK						
514,348.00	514,348.00	211,041.80	46,122.66	0.00	303,306.20	41.0%
0011210 CITY MANAGER						
534,107.00	488,757.00	195,161.96	35,012.65	7,493.39	286,101.65	41.5%
0011300 FINANCE						
764,488.00	764,488.00	357,457.16	70,477.06	2,500.00	404,530.84	47.1%
0011310 INFORMATION TECHNOLOGY						
670,489.00	730,489.00	221,413.13	49,277.56	60,810.67	448,265.20	38.6%
0011350 HUMAN RESOURCES						
375,806.00	375,806.00	142,646.13	28,942.93	0.00	233,159.87	38.0%
0011400 CITY ATTORNEY						
352,708.00	352,708.00	116,366.43	22,658.21	0.00	236,341.57	33.0%
0011500 PLANNING						
640,393.00	640,393.00	235,764.56	41,788.26	7,000.00	397,628.44	37.9%
0011910 NON DEPARTMENTAL						
267,183.00	267,183.00	103,084.54	21,702.03	0.00	164,098.46	38.6%
0011930 FACILITIES MAINTENANCE						
620,929.00	620,929.00	214,671.37	44,090.63	33,563.00	372,694.63	40.0%
0012100 POLICE						
5,879,077.00	5,879,077.00	2,187,640.34	428,794.52	112,676.52	3,578,760.14	39.1%
0012200 FIRE						
4,267,286.00	4,267,286.00	1,630,333.30	331,582.70	37,302.00	2,599,650.70	39.1%
0012201 FIRE OCEAN RESCUE						
328,687.00	328,687.00	27,805.07	7,383.20	0.00	300,881.93	8.5%
0012400 BUILDING / PERMITTING						
1,159,808.00	1,159,808.00	304,277.48	73,010.70	4,810.00	850,720.52	26.6%
0012420 CODE ENFORCEMENT						
221,251.00	221,251.00	79,258.02	14,573.69	0.00	141,992.98	35.8%
0014100 STREETS						
2,332,491.00	2,377,841.00	823,416.81	158,089.17	127,026.55	1,427,397.64	40.0%
0015200 DOWNTOWN						
84,791.00	84,791.00	19,694.94	3,043.91	0.00	65,096.06	23.2%
0015640 PUBLIC ASSISTANCE						
58,500.00	58,500.00	7,395.79	1,599.03	0.00	51,104.21	12.6%
0017100 LIBRARY						
14,361.00	14,361.00	2,923.84	320.88	0.00	11,437.16	20.4%
0017200 RECREATION						
1,105,681.00	1,105,681.00	354,667.50	107,845.97	0.00	751,013.50	32.1%
0017210 PARKS						
323,734.00	323,734.00	60,963.12	8,888.12	0.00	262,770.88	18.8%
0017220 PECK						
305,363.00	305,363.00	97,811.16	24,875.22	0.00	207,551.84	32.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

0017225 MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER	201,908.00	201,908.00	68,491.84	16,284.44	0.00	133,416.16	33.9%
0017230 YOUTH	284,561.00	284,561.00	91,445.58	18,828.81	0.00	193,115.42	32.1%
0017240 AQUATICS	342,280.00	342,280.00	116,592.89	22,166.78	0.00	225,687.11	34.1%
0018100 INTERFUND TRANSFERS OUT	2,625,020.00	2,625,020.00	1,093,758.35	218,751.67	0.00	1,531,261.65	41.7%
0018200 CONTINGENCIES	150,000.00	90,000.00	0.00	0.00	0.00	90,000.00	.0%
0018300 RESERVES	4,454,213.00	4,454,213.00	0.00	0.00	0.00	4,454,213.00	.0%
0018301 REST'D RESERVES	2,258,800.00	2,258,800.00	0.00	0.00	0.00	2,258,800.00	.0%
GRAND TOTAL	31,471,636.00	31,471,636.00	8,876,559.63	1,812,019.60	393,182.13	22,201,894.24	29.5%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	0.00	0.00	-140.00	0.00	0.00	140.00	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,161.00	-2,161.00	0.00	0.00	0.00	-2,161.00	.0%
100 59990		RESERVE					
	2,161.00	2,161.00	0.00	0.00	0.00	2,161.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-140.00	0.00	0.00	140.00	100.0%
	TOTAL REVENUES						
	-2,161.00	-2,161.00	-140.00	0.00	0.00	-2,021.00	
	TOTAL EXPENSES						
	2,161.00	2,161.00	0.00	0.00	0.00	2,161.00	
	GRAND TOTAL						
	0.00	0.00	-140.00	0.00	0.00	140.00	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-15,000.00	-15,000.00	-164,397.64	0.00	0.00	149,397.64	1096.0%
110 38910		CASH BALANCE FORWARD					
	-59,600.00	-59,600.00	0.00	0.00	0.00	-59,600.00	.0%
110 56400		MACH/EQUIP					
	72,800.00	72,800.00	61,320.80	30,611.00	9,200.39	2,278.81	96.9%
110 59990		RESERVE					
	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	-103,076.84	30,611.00	9,200.39	93,876.45	100.0%
	TOTAL REVENUES						
	-74,600.00	-74,600.00	-164,397.64	0.00	0.00	89,797.64	
	TOTAL EXPENSES						
	74,600.00	74,600.00	61,320.80	30,611.00	9,200.39	4,078.81	
	GRAND TOTAL						
	0.00	0.00	-103,076.84	30,611.00	9,200.39	93,876.45	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

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

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-438,669.00	-438,669.00	-809,649.52	-6,963.00	0.00	370,980.52	184.6%
145 36311		IMPACT FEES- UNINCORPORATED					
	-29,012.00	-29,012.00	-13,941.18	0.00	0.00	-15,070.82	48.1%
145 38910		CASH BALANCE FORWARD					
	-635,019.00	-635,019.00	0.00	0.00	0.00	-635,019.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	208,333.35	41,666.67	0.00	291,666.65	41.7%
145 59990		RESERVE					
	605,200.00	605,200.00	0.00	0.00	0.00	605,200.00	.0%
TOTAL WASTEWATER IMPACT							
	0.00	0.00	-615,257.35	34,703.67	0.00	615,257.35	100.0%
TOTAL REVENUES							
	-1,105,200.00	-1,105,200.00	-823,590.70	-6,963.00	0.00	-281,609.30	
TOTAL EXPENSES							
	1,105,200.00	1,105,200.00	208,333.35	41,666.67	0.00	896,866.65	
GRAND TOTAL							
	0.00	0.00	-615,257.35	34,703.67	0.00	615,257.35	100.0%

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36310		IMPACT FEES- INCORPORATED AREA					
	-181,251.00	-181,251.00	-333,413.47	-2,877.00	0.00	152,162.47	184.0%
146 36311		IMPACT FEES- UNINCORPORATED					
	-11,988.00	-11,988.00	-7,192.50	0.00	0.00	-4,795.50	60.0%
146 38910		CASH BALANCE FORWARD					
	-256,161.00	-256,161.00	0.00	0.00	0.00	-256,161.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	141,666.65	28,333.33	0.00	198,333.35	41.7%
146 59990		RESERVE					
	109,400.00	109,400.00	0.00	0.00	0.00	109,400.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-198,939.32	25,456.33	0.00	198,939.32	100.0%
	TOTAL REVENUES						
	-449,400.00	-449,400.00	-340,605.97	-2,877.00	0.00	-108,794.03	
	TOTAL EXPENSES						
	449,400.00	449,400.00	141,666.65	28,333.33	0.00	307,733.35	
	GRAND TOTAL	0.00	-198,939.32	25,456.33	0.00	198,939.32	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

UTILITY TAX

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-305,804.28	-120,390.76	0.00	-394,571.72	43.7%
150 31420		TELEPHONE MUNICIPAL TAX					
	-661,624.00	-661,624.00	-279,162.97	-55,750.22	0.00	-382,461.03	42.2%
150 31430		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-119,829.30	-23,218.99	0.00	-180,170.70	39.9%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-51,830.25	-21,199.79	0.00	-58,169.75	47.1%
150 36110		INTEREST					
	0.00	0.00	-2.47	-0.48	0.00	2.47	100.0%
150 38910		CASH BALANCE FORWARD					
	-238,000.00	-238,000.00	0.00	0.00	0.00	-238,000.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	1,800,000.00	1,800,000.00	750,000.00	150,000.00	0.00	1,050,000.00	41.7%
150 59990		RESERVE					
	210,000.00	210,000.00	0.00	0.00	0.00	210,000.00	.0%
TOTAL UTILITY TAX	0.00	0.00	-6,629.27	-70,560.24	0.00	6,629.27	100.0%
	TOTAL REVENUES						
	-2,010,000.00	-2,010,000.00	-756,629.27	-220,560.24	0.00	-1,253,370.73	
	TOTAL EXPENSES						
	2,010,000.00	2,010,000.00	750,000.00	150,000.00	0.00	1,260,000.00	
	GRAND TOTAL	0.00	-6,629.27	-70,560.24	0.00	6,629.27	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

CEMETERY

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,500.00	-3,500.00	-960.00	-415.00	0.00	-2,540.00	27.4%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-1,200.00	-320.00	0.00	-1,000.00	54.5%
170 34570		PERPETUAL CARE					
	-50,750.00	-50,750.00	-33,656.83	-2,518.96	0.00	-17,093.17	66.3%
170 34580		SALE OF LOTS					
	-94,250.00	-94,250.00	-62,224.06	-4,678.02	0.00	-32,025.94	66.0%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-8,300.04	-7,094.35	0.00	-1,699.96	83.0%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-4,082.97	-1,024.38	0.00	4,082.97	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-4,708.35	-941.67	0.00	-6,591.65	41.7%
170 38910		CASH BALANCE FORWARD					
	-76,300.00	-76,300.00	0.00	0.00	0.00	-76,300.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,040,200.00	-1,040,200.00	0.00	0.00	0.00	-1,040,200.00	.0%
170 51200		SALARIES					
	73,412.00	73,412.00	26,731.04	5,675.20	0.00	46,680.96	36.4%
170 51400		OVERTIME					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 52100		FICA					
	5,769.00	5,769.00	1,844.01	391.53	0.00	3,924.99	32.0%
170 52200		RETIREMENT					
	22,611.00	22,611.00	8,765.42	1,756.48	0.00	13,845.58	38.8%
170 52300		HEALTH INSUR					
	26,722.00	26,722.00	11,130.00	2,226.00	0.00	15,592.00	41.7%
170 52301		LIFE INSUR					
	379.00	379.00	176.25	35.25	0.00	202.75	46.5%
170 52400		WORKERS' COMP					
	4,261.00	4,261.00	1,775.40	355.08	0.00	2,485.60	41.7%
170 53200		AUDITING					
	2,265.00	2,265.00	943.75	188.75	0.00	1,321.25	41.7%
170 53400		CONTRACTUAL					
	15,864.00	15,864.00	1,630.31	229.12	0.00	14,233.69	10.3%
170 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	407.00	64.00	0.00	3,193.00	11.3%
170 54310		UTILITIES-WATER & WASTEWATER					
	850.00	850.00	331.16	13.22	0.00	518.84	39.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

CEMETERY

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54500		INSURANCE					
	3,015.00	3,015.00	1,256.25	251.25	0.00	1,758.75	41.7%
170 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	9,331.39	7,049.18	0.00	10,668.61	46.7%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	547.74	0.00	0.00	1,452.26	27.4%
170 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	205.00	105.00	0.00	1,795.00	10.3%
170 54640		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	272.53	64.95	0.00	1,727.47	13.6%
170 55200		OPERATING SUPPLIES					
	2,000.00	2,000.00	101.85	0.00	0.00	1,898.15	5.1%
170 55210		UNIFORMS					
	450.00	450.00	574.98	0.00	0.00	-124.98	127.8%
170 55230		GAS/OIL					
	2,500.00	2,500.00	912.81	199.24	0.00	1,587.19	36.5%
170 59990		RESERVE					
	5,802.00	5,802.00	0.00	0.00	0.00	5,802.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,091,000.00	1,091,000.00	0.00	0.00	0.00	1,091,000.00	.0%
TOTAL CEMETERY	0.00	0.00	-48,195.36	1,611.87	0.00	48,195.36	100.0%
		TOTAL REVENUES					
	-1,288,500.00	-1,288,500.00	-115,132.25	-16,992.38	0.00	-1,173,367.75	
		TOTAL EXPENSES					
	1,288,500.00	1,288,500.00	66,936.89	18,604.25	0.00	1,221,563.11	
		GRAND TOTAL					
	0.00	0.00	-48,195.36	1,611.87	0.00	48,195.36	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

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

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-127,644.00	-127,644.00	-56,650.83	-10,637.73	0.00	-70,993.17	44.4%
190 38910		CASH BALANCE FORWARD					
	-91,556.00	-91,556.00	0.00	0.00	0.00	-91,556.00	.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	11,500.00	718.00	0.00	0.00	10,782.00	6.2%
190 54921		UNDERCOVER					
	7,500.00	7,500.00	4,000.00	0.00	0.00	3,500.00	53.3%
190 55200		OPERATING SUPPLIES					
	40,000.00	40,000.00	26,801.90	1,435.83	0.00	13,198.10	67.0%
190 56400		MACH/EQUIP					
	87,000.00	87,000.00	51,931.53	497.03	33,843.84	1,224.63	98.6%
190 56401		EQUIP-NON CAPITAL					
	22,500.00	22,500.00	4,265.00	0.00	0.00	18,235.00	19.0%
190 59990		RESERVE					
	50,700.00	50,700.00	0.00	0.00	0.00	50,700.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	31,065.60	-8,704.87	33,843.84	-64,909.44	100.0%
		TOTAL REVENUES					
	-219,200.00	-219,200.00	-56,650.83	-10,637.73	0.00	-162,549.17	
		TOTAL EXPENSES					
	219,200.00	219,200.00	87,716.43	1,932.86	33,843.84	97,639.73	
		GRAND TOTAL					
	0.00	0.00	31,065.60	-8,704.87	33,843.84	-64,909.44	100.0%

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 38101		FROM GENERAL FUND					
	-423,720.00	-423,720.00	-176,550.00	-35,310.00	0.00	-247,170.00	41.7%
220 38910		CASH BALANCE FORWARD					
	-4,442.00	-4,442.00	0.00	0.00	0.00	-4,442.00	.0%
220 57100		PRINCIPAL					
	395,000.00	395,000.00	0.00	0.00	0.00	395,000.00	.0%
220 57200		INTEREST					
	28,698.00	28,698.00	14,348.81	0.00	0.00	14,349.19	50.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE	0.00	0.00	-162,201.19	-35,310.00	0.00	162,201.19	100.0%
	TOTAL REVENUES						
	-428,162.00	-428,162.00	-176,550.00	-35,310.00	0.00	-251,612.00	
	TOTAL EXPENSES						
	428,162.00	428,162.00	14,348.81	0.00	0.00	413,813.19	
	GRAND TOTAL						
	0.00	0.00	-162,201.19	-35,310.00	0.00	162,201.19	100.0%

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-208,333.35	-41,666.67	0.00	-291,666.65	41.7%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-141,666.65	-28,333.33	0.00	-198,333.35	41.7%
230 38145		FROM WASTEWATER					
	-416,583.00	-416,583.00	-173,576.25	-34,715.25	0.00	-243,006.75	41.7%
230 38146		FROM WATER					
	-1,497,749.00	-1,497,749.00	-624,062.10	-124,812.42	0.00	-873,686.90	41.7%
230 38910		CASH BALANCE FORWARD					
	-249,900.00	-249,900.00	0.00	0.00	0.00	-249,900.00	.0%
230 57100		PRINCIPAL					
	1,506,000.00	1,506,000.00	0.00	0.00	0.00	1,506,000.00	.0%
230 57200		INTEREST					
	1,248,332.00	1,248,332.00	0.00	0.00	0.00	1,248,332.00	.0%
230 59990		RESERVE					
	249,900.00	249,900.00	0.00	0.00	0.00	249,900.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-1,147,638.35	-229,527.67	0.00	1,147,638.35	100.0%
TOTAL REVENUES							
	-3,004,232.00	-3,004,232.00	-1,147,638.35	-229,527.67	0.00	-1,856,593.65	
TOTAL EXPENSES							
	3,004,232.00	3,004,232.00	0.00	0.00	0.00	3,004,232.00	
GRAND TOTAL							
	0.00	0.00	-1,147,638.35	-229,527.67	0.00	1,147,638.35	100.0%

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT						
0000 UNDEFINED						
33400 STATE GRANT						
-1,114,040.00	-1,114,040.00	-737,674.49	-737,674.49	0.00	-376,365.51	66.2%
33544 8TH CENT GAS TAX						
-125,000.00	-125,000.00	-48,019.85	-9,603.97	0.00	-76,980.15	38.4%
33710 COUNTY GRANT						
-1,030,960.00	-1,030,960.00	-87,773.01	-87,773.01	0.00	-943,186.99	8.5%
36110 INTEREST						
-3,000.00	-3,000.00	-3,101.06	-605.20	0.00	101.06	103.4%
38101 FROM GENERAL FUND						
-1,670,000.00	-1,670,000.00	-695,833.35	-139,166.67	0.00	-974,166.65	41.7%
38152 FROM UB						
-10,700.00	-10,700.00	-4,458.35	-891.67	0.00	-6,241.65	41.7%
38910 CASH BALANCE FORWARD						
-928,000.00	-928,000.00	0.00	0.00	0.00	-928,000.00	.0%
38911 CASH BAL FORWARD REST'D						
-600,000.00	-600,000.00	0.00	0.00	0.00	-600,000.00	.0%
TOTAL UNDEFINED						
-5,481,700.00	-5,481,700.00	-1,576,860.11	-975,715.01	0.00	-3,904,839.89	28.8%
1000 GENERAL GOVERNMENT						
56410 SOFTWARE						
100,000.00	100,000.00	38,122.30	0.00	0.00	61,877.70	38.1%
57100 PRINCIPAL						
673,842.00	673,842.00	186,383.71	0.00	0.00	487,458.29	27.7%
57200 INTEREST						
25,173.00	25,173.00	3,283.78	0.00	0.00	21,889.22	13.0%
57310 BOND EXPENSE						
700.00	700.00	630.00	0.00	0.00	70.00	90.0%
59990 RESERVE						
5,485.00	1,156.00	0.00	0.00	0.00	1,156.00	.0%
TOTAL GENERAL GOVERNMENT						
805,200.00	800,871.00	228,419.79	0.00	0.00	572,451.21	28.5%
4100 STREETS						

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
56311 SIDEWALKS-GENL/MISC	130,000.00	130,000.00	63,529.04	0.00	545.68	65,925.28	49.3%
56312 STREET STRIPING	36,500.00	36,500.00	25,271.55	0.00	0.00	11,228.45	69.2%
56320 STREET PAVING/RESURFACING-CAP	400,000.00	400,000.00	16,448.55	0.00	0.00	383,551.45	4.1%
56368 MAIN STREET IMPROVEMENTS	0.00	4,329.00	4,328.57	0.00	0.00	0.43	100.0%
56400 EQUIPMENT	160,000.00	160,000.00	159,835.00	159,835.00	0.00	165.00	99.9%
TOTAL STREETS	726,500.00	730,829.00	269,412.71	159,835.00	545.68	460,870.61	36.9%
7200 RECREATION							
56300 IMPROVEMENTS	125,000.00	125,000.00	107,314.07	107,235.08	0.00	17,685.93	85.9%
56327 BEACH MONITORING/REPORTING	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
56328 DREDGING-MARINA	1,100,000.00	1,100,000.00	283,774.25	3,000.00	792,912.72	23,313.03	97.9%
56331 BEACH RENOUR / ENGINEERING	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
56332 BEACH RENOURISHMENT	1,635,000.00	1,635,000.00	0.00	0.00	0.00	1,635,000.00	.0%
56365 DOWNTOWN WATERFRONT PARKS	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
TOTAL RECREATION	3,070,000.00	3,070,000.00	391,088.32	110,235.08	792,912.72	1,885,998.96	38.6%
7210 PARKS							
56300 IMPROVEMENTS	345,000.00	345,000.00	26,726.34	5,295.89	0.00	318,273.66	7.7%
TOTAL PARKS	345,000.00	345,000.00	26,726.34	5,295.89	0.00	318,273.66	7.7%
7220 PECK							

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
56300 IMPROVEMENTS	325,000.00	325,000.00	49,847.21	0.00	196,079.97	79,072.82	75.7%
TOTAL PECK	325,000.00	325,000.00	49,847.21	0.00	196,079.97	79,072.82	75.7%
7225 MLK CENTER							
56300 IMPROVEMENTS	130,000.00	130,000.00	850.00	0.00	0.00	129,150.00	.7%
TOTAL MLK CENTER	130,000.00	130,000.00	850.00	0.00	0.00	129,150.00	.7%
7400 UNDEFINED							
56300 IMPROVEMENTS	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
TOTAL UNDEFINED	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
TOTAL REVENUES	-5,481,700.00	-5,481,700.00	-1,576,860.11	-975,715.01	0.00	-3,904,839.89	
TOTAL EXPENSES	5,481,700.00	5,481,700.00	966,344.37	275,365.97	989,538.37	3,525,817.26	
GRAND TOTAL	0.00	0.00	-610,515.74	-700,349.04	989,538.37	-379,022.63	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
0000 UNDEFINED						
33440 OTHER GRANT						
-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
36110 INTEREST						
-8,000.00	-8,000.00	-5,556.31	-1,084.37	0.00	-2,443.69	69.5%
38410 LOAN PROCEEDS						
-1,500,000.00	-1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.0%
TOTAL UNDEFINED						
-1,708,000.00	-1,708,000.00	-5,556.31	-1,084.37	0.00	-1,702,443.69	.3%
1000 GENERAL GOVERNMENT						
32410 IMPACT FEES ADMIN						
-250,000.00	-250,000.00	-49,825.66	-4,028.80	0.00	-200,174.34	19.9%
38910 CASH BALANCE FORWARD						
-693,374.00	-693,374.00	0.00	0.00	0.00	-693,374.00	.0%
56200 BUILDING						
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.0%
56500 INFRASTRUCTURE						
100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
59990 RESERVE						
844,574.00	844,574.00	0.00	0.00	0.00	844,574.00	.0%
TOTAL GENERAL GOVERNMENT						
1,501,200.00	1,501,200.00	-49,825.66	-4,028.80	0.00	1,551,025.66	-3.3%
2100 POLICE						
32421 IMPACT FEES POLICE						
-93,750.00	-93,750.00	-18,689.16	-1,510.80	0.00	-75,060.84	19.9%
38910 CASH BALANCE FORWARD						
-156,522.00	-156,522.00	0.00	0.00	0.00	-156,522.00	.0%
56200 BUILDING						
250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
59990 RESERVE	972.00	972.00	0.00	0.00	0.00	972.00	.0%
TOTAL POLICE	700.00	700.00	-18,689.16	-1,510.80	0.00	19,389.16	-2669.9%
2200 FIRE							
32422 IMPACT FEES FIRE							
-187,500.00		-187,500.00	-36,242.96	-2,930.96	0.00	-151,257.04	19.3%
38910 CASH BALANCE FORWARD							
-676,789.00		-676,789.00	0.00	0.00	0.00	-676,789.00	.0%
56400 EQUIPMENT							
250,000.00		250,000.00	0.00	0.00	0.00	250,000.00	.0%
59990 RESERVE							
615,489.00		615,489.00	0.00	0.00	0.00	615,489.00	.0%
TOTAL FIRE	1,200.00	1,200.00	-36,242.96	-2,930.96	0.00	37,442.96	-3020.2%
7200 RECREATION							
32470 IMPACT FEES RECREATION							
-1,000,000.00		-1,000,000.00	-221,523.90	-19,119.75	0.00	-778,476.10	22.2%
38910 CASH BALANCE FORWARD							
-2,136,965.00		-2,136,965.00	0.00	0.00	0.00	-2,136,965.00	.0%
53100 PROFESSIONAL SERVICES							
10,000.00		10,000.00	1,690.00	0.00	8,310.00	0.00	100.0%
55200 OPERATING SUPPLIES							
0.00		6,000.00	5,771.43	0.00	0.00	228.57	96.2%
56200 BUILDING							
148,000.00		148,000.00	0.00	0.00	101,306.00	46,694.00	68.5%
56300 IMPROVEMENTS							
756,000.00		756,000.00	3,625.00	0.00	102,500.00	649,875.00	14.0%
59990 RESERVE							
2,427,865.00		2,421,865.00	0.00	0.00	0.00	2,421,865.00	.0%
TOTAL RECREATION	204,900.00	204,900.00	-210,437.47	-19,119.75	212,116.00	203,221.47	.8%
TOTAL REVENUES	-6,902,900.00	-6,902,900.00	-331,837.99	-28,674.68	0.00	-6,571,062.01	
TOTAL EXPENSES	6,902,900.00	6,902,900.00	11,086.43	0.00	212,116.00	6,679,697.57	

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36120		UNREALIZED GAIN					
	0.00	0.00	-45.27	-45.27	0.00	45.27	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-625,000.00	-125,000.00	0.00	-875,000.00	41.7%
330 38910		CASH BALANCE FORWARD					
	-3,488,400.00	-3,488,400.00	0.00	0.00	0.00	-3,488,400.00	.0%
330 59990		RESERVE					
	4,988,400.00	4,988,400.00	0.00	0.00	0.00	4,988,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-625,045.27	-125,045.27	0.00	625,045.27	100.0%
	TOTAL REVENUES						
	-4,988,400.00	-4,988,400.00	-625,045.27	-125,045.27	0.00	-4,363,354.73	
	TOTAL EXPENSES						
	4,988,400.00	4,988,400.00	0.00	0.00	0.00	4,988,400.00	
	GRAND TOTAL						
	0.00	0.00	-625,045.27	-125,045.27	0.00	625,045.27	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	-3,043.83	0.00	0.00	3,043.83	100.0%
410 33420		FEMA STATE					
	0.00	0.00	-507.31	0.00	0.00	507.31	100.0%
410 34710		GREEN FEES					
	-307,827.00	-307,827.00	-123,168.89	-38,148.29	0.00	-184,658.11	40.0%
410 34713		GOLF CARTS					
	-461,725.00	-461,725.00	-174,787.59	-48,694.88	0.00	-286,937.41	37.9%
410 34714		RANGE FEES					
	-49,445.00	-49,445.00	-13,536.37	-4,194.60	0.00	-35,908.63	27.4%
410 34715		PRO SHOP SALES					
	-81,237.00	-81,237.00	-24,135.18	-5,297.93	0.00	-57,101.82	29.7%
410 34716		SNACK BAR SALES					
	-355,117.00	-355,117.00	-133,390.46	-27,488.77	0.00	-221,726.54	37.6%
410 34718		FACILITY RENTAL					
	-42,470.00	-42,470.00	0.00	0.00	0.00	-42,470.00	.0%
410 34719		SCHOOL OF GOLF					
	-3,500.00	-3,500.00	-480.00	LY \$102,834.25 0.00	0.00	-3,020.00	13.7%
410 34733		MEMBERSHIPS					
	-144,941.00	-144,941.00	-94,190.55	-1,389.00	0.00	-50,750.45	65.0%
410 36990		OTHER REVENUE					
	-22,700.00	-22,700.00	-31,318.65	-4,676.15	0.00	8,618.65	138.0%
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-91,666.65	-18,333.33	0.00	-128,333.35	41.7%
410 38910		CASH BALANCE FORWARD					
	893,162.00	893,162.00	0.00	0.00	0.00	893,162.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	365.85	73.17	0.00	512.15	41.7%
410 53200		AUDITING					
	6,975.00	6,975.00	3,075.00	581.25	0.00	3,900.00	44.1%
410 53400		CONTRACTUAL					
	666,118.00	666,118.00	259,488.15	51,759.37	0.00	406,629.85	39.0%
410 54000		TRAINING/TRAVEL					
	0.00	0.00	4,347.72	2,583.93	0.00	-4,347.72	100.0%
410 54100		COMM - PHONE/FAX/ALARM					
	1,620.00	1,620.00	101.37	51.87	0.00	1,518.63	6.3%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	183.96	18.13	0.00	2,336.04	7.3%
410 54103		COMMUNICATIONS-INTERNET					
	6,000.00	6,000.00	3,301.25	582.67	0.00	2,698.75	55.0%

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GOLF

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54200		POSTAGE					
	120.00	120.00	123.15	47.35	0.00	-3.15	102.6%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	28,053.89	5,008.23	0.00	36,146.11	43.7%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,600.00	9,600.00	0.00	0.00	0.00	9,600.00	.0%
410 54400		RENTALS/LEASES					
	3,996.00	3,996.00	0.00	0.00	0.00	3,996.00	.0%
410 54500		INSURANCE					
	99,372.00	99,372.00	31,355.22	5,495.70	0.00	68,016.78	31.6%
410 54610		R/M BLDG & GROUNDS					
	4,200.00	4,200.00	2,678.60	1,496.87	0.00	1,521.40	63.8%
410 54620		R/M EQUIPMENT					
	29,700.00	29,700.00	14,319.33	534.17	0.00	15,380.67	48.2%
410 54800		PROMOTIONAL					
	28,050.00	28,050.00	14,658.32	2,346.91	0.00	13,391.68	52.3%
410 55100		OFFICE SUPPLIES					
	2,940.00	2,940.00	366.80	48.13	0.00	2,573.20	12.5%
410 55200		OPERATING SUPPLIES					
	207,406.00	202,079.00	83,617.63	14,984.83	0.00	118,461.37	41.4%
410 55210		UNIFORMS					
	6,200.00	6,200.00	2,179.43	718.36	0.00	4,020.57	35.2%
410 55220		JANITORIAL SUPPLIES					
	0.00	0.00	401.80	0.00	0.00	-401.80	100.0%
410 55230		GAS/OIL					
	35,000.00	35,000.00	10,804.37	1,477.68	0.00	24,195.63	30.9%
410 55400		BOOKS/SUBS/DUES					
	6,145.00	6,145.00	2,173.53	-210.00	0.00	3,971.47	35.4%
410 55545		PRO SHOP COST OF SALES					
	50,913.00	50,913.00	14,937.02	3,381.28	0.00	35,975.98	29.3%
410 55550		F&B COST OF SALES					
	151,467.00	151,467.00	70,102.81	13,904.91	0.00	81,364.19	46.3%
410 55555		F&B PERSONNEL COSTS					
	109,766.00	109,766.00	34,052.30	6,248.20	0.00	75,713.70	31.0%
410 56300		IMPROVEMENTS					
	0.00	5,327.00	5,326.28	0.00	0.00	0.72	100.0%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
410 57100		PRINCIPAL					
	107,682.00	107,682.00	0.00	0.00	0.00	107,682.00	.0%
410 57200		INTEREST					
	9,028.00	9,028.00	3,598.11	390.25	0.00	5,429.89	39.9%
410 59990		RESERVE					
	-889,096.00	-889,096.00	0.00	0.00	0.00	-889,096.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GOLF	0.00	0.00	-100,613.59	-36,699.69	0.00	100,613.59	100.0%
TOTAL REVENUES	-795,800.00	-795,800.00	-690,225.48	-148,222.95	0.00	-105,574.52	
TOTAL EXPENSES	795,800.00	795,800.00	589,611.89	111,523.26	0.00	206,188.11	
GRAND TOTAL	0.00	0.00	-100,613.59	-36,699.69	0.00	100,613.59	100.0%
** END OF REPORT - Generated by Barbara Rathmell **							

Golf	Budget		February YTD	
Pro Shop Sales	81,237.00		24,135.18	
Cost of Good Sold	<u>50,913.00</u>		<u>14,937.02</u>	
Profit/(Loss)	30,324.00	59.6%	9,198.10	61.6%
F&B Sales	355,117.00		133,390.46	
Cost of Good Sold	<u>261,233.00</u>		<u>104,155.11</u>	
Profit/(Loss)	93,884.00	35.9%	29,235.35	28.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-293,000.00	-293,000.00	-167,642.90	0.00	0.00	-125,357.10	57.2%
420 33323		FDOT GRANT					
	-87,000.00	-87,000.00	0.00	0.00	0.00	-87,000.00	.0%
420 34720		RENTALS					
	0.00	0.00	-1,143.60	-98.92	0.00	1,143.60	100.0%
420 34970		FUEL SALES					
	-20,000.00	-20,000.00	-11,700.08	-3,211.68	0.00	-8,299.92	58.5%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-68,439.00	-68,439.00	-45,603.33	-6,421.00	0.00	-22,835.67	66.6%
420 34972		BUILDING LEASE					
	0.00	0.00	-1,428.92	-357.23	0.00	1,428.92	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-69,818.28	-16,886.69	0.00	-136,141.72	33.9%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-13,501.44	-2,660.36	0.00	-23,603.56	36.4%
420 34975		RENT/LEASE PAYMENTS					
	-321,192.00	-321,192.00	-114,744.56	-23,223.21	0.00	-206,447.44	35.7%
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-18,369.84	0.00	0.00	-48,647.16	27.4%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-25,186.10	-4,497.46	0.00	-25,079.90	50.1%
420 36990		OTHER REVENUE					
	-95,700.00	-95,700.00	-24,387.60	-4,787.60	0.00	-71,312.40	25.5%
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	0.00	0.00	0.00	-2,004.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-233.83	0.00	0.00	233.83	100.0%
420 38910		CASH BALANCE FORWARD					
	-40,900.00	-40,900.00	0.00	0.00	0.00	-40,900.00	.0%
420 51200		SALARIES					
	122,210.00	122,210.00	44,780.60	9,509.60	0.00	77,429.40	36.6%
420 52100		FICA					
	9,349.00	9,349.00	3,072.88	652.63	0.00	6,276.12	32.9%
420 52200		RETIREMENT					
	36,594.00	36,594.00	14,679.71	2,943.22	0.00	21,914.29	40.1%
420 52300		HEALTH INSUR					
	29,701.00	29,701.00	12,369.70	2,473.94	0.00	17,331.30	41.6%
420 52301		LIFE INSUR					
	605.00	605.00	291.40	58.28	0.00	313.60	48.2%

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YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52350		OPEB COSTS					
	1,756.00	1,756.00	731.65	146.33	0.00	1,024.35	41.7%
420 52400		WORKERS' COMP					
	2,150.00	2,150.00	895.85	179.17	0.00	1,254.15	41.7%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	9,248.19	0.00	0.00	15,751.81	37.0%
420 53200		AUDITING					
	6,795.00	6,795.00	2,831.25	566.25	0.00	3,963.75	41.7%
420 53400		CONTRACTUAL					
	47,440.00	47,440.00	19,578.61	1,050.49	1,369.00	26,492.39	44.2%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	351.86	0.00	0.00	2,648.14	11.7%
420 54100		COMM - PHONE/FAX/ALARM					
	1,920.00	1,920.00	618.46	155.61	0.00	1,301.54	32.2%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	590.70	0.00	0.00	1,409.30	29.5%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	1,406.50	185.50	0.00	4,343.50	24.5%
420 54200		POSTAGE					
	150.00	150.00	0.00	0.00	0.00	150.00	.0%
420 54300		UTILITIES ELECTRIC					
	45,000.00	43,000.00	11,764.09	2,536.37	0.00	31,235.91	27.4%
420 54310		UTILITIES-WATER & WASTEWATER					
	14,504.00	14,504.00	4,981.36	831.36	0.00	9,522.64	34.3%
420 54500		INSURANCE					
	45,052.00	45,052.00	18,771.65	3,754.33	0.00	26,280.35	41.7%
420 54610		R/M BLDG & GROUNDS					
	108,000.00	108,000.00	36,879.83	23,402.09	3,625.00	67,495.17	37.5%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	311.40	0.00	0.00	1,188.60	20.8%
420 54630		R/M VEHICLES-LABOR					
	4,000.00	4,000.00	4,535.00	2,320.00	0.00	-535.00	113.4%
420 54640		R/M VEHICLES-PARTS					
	4,000.00	4,000.00	4,370.25	1,348.23	0.00	-370.25	109.3%
420 54700		PRINTING					
	2,350.00	2,350.00	0.00	0.00	0.00	2,350.00	.0%
420 54800		PROMOTIONAL					
	2,000.00	2,000.00	1,730.17	151.08	0.00	269.83	86.5%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	3,041.65	608.33	0.00	4,258.35	41.7%
420 55100		OFFICE SUPPLIES					
	6,300.00	8,300.00	2,520.96	1,891.60	0.00	5,779.04	30.4%
420 55200		OPERATING SUPPLIES					
	735.00	735.00	365.87	0.00	0.00	369.13	49.8%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

AIRPORT

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 55210		UNIFORMS					
	400.00	400.00	112.50	112.50	0.00	287.50	28.1%
420 55230		GAS/OIL					
	8,000.00	8,000.00	1,301.84	361.57	0.00	6,698.16	16.3%
420 55400		BOOKS/SUBS/DUES					
	725.00	725.00	330.00	0.00	0.00	395.00	45.5%
420 56300		IMPROVEMENTS					
	583,950.00	611,038.00	175,665.19	0.00	0.00	435,372.81	28.7%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100		PRINCIPAL					
	77,000.00	77,000.00	0.00	0.00	0.00	77,000.00	.0%
420 57200		INTEREST					
	37,832.00	37,832.00	0.00	0.00	0.00	37,832.00	.0%
420 59990		RESERVE					
	44,515.00	17,427.00	0.00	0.00	0.00	17,427.00	.0%
TOTAL AIRPORT	0.00	0.00	-115,631.36	-6,905.67	4,994.00	110,637.36	100.0%
	TOTAL REVENUES						
	-1,288,583.00	-1,288,583.00	-493,760.48	-62,144.15	0.00	-794,822.52	
	TOTAL EXPENSES						
	1,288,583.00	1,288,583.00	378,129.12	55,238.48	4,994.00	905,459.88	
	GRAND TOTAL						
	0.00	0.00	-115,631.36	-6,905.67	4,994.00	110,637.36	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

SANITATION

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
	-2,400,000.00	-2,400,000.00	-896,680.15	-195,441.38	0.00	-1,503,319.85	37.4%
440 36110		INTEREST					
	0.00	0.00	-1,025.11	-200.06	0.00	1,025.11	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-3,675.26	0.00	0.00	-15,324.74	19.3%
440 38910		CASH BALANCE FORWARD					
	-128,400.00	-128,400.00	0.00	0.00	0.00	-128,400.00	.0%
440 53200		AUDITING					
	6,795.00	6,795.00	2,831.25	566.25	0.00	3,963.75	41.7%
440 53400		CONTRACTUAL					
	100,000.00	100,000.00	17,703.90	591.04	15,000.00	67,296.10	32.7%
440 53440		SANITATION SERVICES EXPENSE					
	2,181,600.00	2,181,600.00	540,917.71	143,522.43	0.00	1,640,682.29	24.8%
440 53444		RECYCLING SERVICES					
	15,000.00	15,000.00	5,625.00	1,125.00	0.00	9,375.00	37.5%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	38,333.35	7,666.67	0.00	53,666.65	41.7%
440 55230		GAS/OIL					
	1,000.00	1,000.00	1,010.89	481.01	0.00	-10.89	101.1%
440 55644		NON PROFIT KNB					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	15,000.00	3,000.00	0.00	21,000.00	41.7%
440 59990		RESERVE					
	114,005.00	114,005.00	0.00	0.00	0.00	114,005.00	.0%
TOTAL SANITATION	0.00	0.00	-279,958.42	-38,689.04	15,000.00	264,958.42	100.0%
	TOTAL REVENUES						
	-2,547,400.00	-2,547,400.00	-901,380.52	-195,641.44	0.00	-1,646,019.48	
	TOTAL EXPENSES						
	2,547,400.00	2,547,400.00	621,422.10	156,952.40	15,000.00	1,910,977.90	
	GRAND TOTAL						
	0.00	0.00	-279,958.42	-38,689.04	15,000.00	264,958.42	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WASTEWATER

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$2,361,852.26				
450 34345		WASTEWATER CHARGES					
	-5,830,988.00	-5,830,988.00	-2,161,361.33	-464,356.04	0.00	-3,669,626.67	37.1%
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-1,324.80	0.00	0.00	-33,675.20	3.8%
450 34535		WASTEWATER TAP FEES					
	-5,000.00	-5,000.00	-13,874.88	0.00	0.00	8,874.88	277.5%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	0.00	0.00	-4,429.10	0.00	0.00	4,429.10	100.0%
450 36110		INTEREST					
	-24,000.00	-24,000.00	-32,189.36	-8,113.37	0.00	8,189.36	134.1%
450 36120		UNREALIZED GAIN					
	0.00	0.00	-45.27	-45.27	0.00	45.27	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-14,716.25	0.00	0.00	14,716.25	100.0%
450 38910		CASH BALANCE FORWARD					
	-5,743,512.00	-5,743,512.00	0.00	0.00	0.00	-5,743,512.00	.0%
450 51200		SALARIES					
	571,312.00	571,312.00	205,273.31	43,125.29	0.00	366,038.69	35.9%
450 51350		PART-TIME					
	31,356.00	31,356.00	5,721.52	1,471.71	0.00	25,634.48	18.2%
450 51400		OVERTIME					
	100,000.00	100,000.00	35,245.45	7,386.86	0.00	64,754.55	35.2%
450 52100		FICA					
	53,754.00	53,754.00	17,087.12	3,588.05	0.00	36,666.88	31.8%
450 52200		RETIREMENT					
	179,522.00	179,522.00	61,429.25	13,409.11	0.00	118,092.75	34.2%
450 52300		HEALTH INSUR					
	170,315.00	170,315.00	73,459.03	14,509.59	0.00	96,855.97	43.1%
450 52301		LIFE INSUR					
	2,850.00	2,850.00	1,324.05	261.23	0.00	1,525.95	46.5%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	6,400.40	1,280.08	0.00	8,960.60	41.7%
450 52400		WORKERS' COMP					
	15,897.00	15,897.00	6,623.75	1,324.75	0.00	9,273.25	41.7%
450 53200		AUDITING					
	14,345.00	14,345.00	5,977.10	1,195.42	0.00	8,367.90	41.7%
450 53400		CONTRACTUAL					
	250,800.00	250,800.00	66,080.39	11,509.01	0.00	184,719.61	26.3%
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	5,894.34	1,780.34	0.00	10,480.66	36.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WASTEWATER

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	2,700.00	2,700.00	273.49	69.16	0.00	2,426.51	10.1%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	803.70	88.30	0.00	1,596.30	33.5%
450 54103		COMMUNICATIONS-INTERNET					
	3,335.00	3,335.00	1,539.84	282.50	0.00	1,795.16	46.2%
450 54200		POSTAGE					
	3,000.00	3,000.00	214.74	24.71	0.00	2,785.26	7.2%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	64,407.42	5,938.27	0.00	125,592.58	33.9%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	6,113.95	1,315.55	0.00	25,173.05	19.5%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	75,945.00	75,945.00	31,643.75	6,328.75	0.00	44,301.25	41.7%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	1,061.54	781.14	0.00	18,938.46	5.3%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	36,383.55	6,103.65	5,754.08	67,862.37	38.3%
450 54630		R/M VEHICLES-LABOR					
	25,000.00	25,000.00	11,178.00	1,262.50	0.00	13,822.00	44.7%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	16,387.39	-529.79	0.00	23,612.61	41.0%
450 54910		BILLING COSTS					
	175,000.00	175,000.00	72,916.65	14,583.33	0.00	102,083.35	41.7%
450 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	80,416.65	16,083.33	0.00	112,583.35	41.7%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200		OPERATING SUPPLIES					
	194,870.00	194,870.00	122,683.55	16,140.21	310.34	71,876.11	63.1%
450 55210		UNIFORMS					
	5,575.00	5,575.00	3,389.76	0.00	0.00	2,185.24	60.8%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	699.02	462.66	0.00	800.98	46.6%
450 55230		GAS/OIL					
	35,000.00	35,000.00	7,070.79	995.66	0.00	27,929.21	20.2%
450 55240		CHEMICALS					
	70,000.00	70,000.00	18,324.00	2,780.00	0.00	51,676.00	26.2%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	3,764.26	0.00	0.00	4,235.74	47.1%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	524.00	100.00	0.00	1,376.00	27.6%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WASTEWATER

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 56300		IMPROVEMENTS					
	820,000.00	820,000.00	66,061.58	11,098.00	400,004.00	353,934.42	56.8%
450 56400		MACH/EQUIP					
	345,000.00	345,000.00	0.00	0.00	239,035.21	105,964.79	69.3%
450 56401		EQUIP-NON CAPITAL					
	24,000.00	24,000.00	5,415.05	0.00	0.00	18,584.95	22.6%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	150,000.00	30,000.00	0.00	210,000.00	41.7%
450 59230		TRANSFER TO UTIL ACQ DS					
	416,583.00	416,583.00	173,576.25	34,715.25	0.00	243,006.75	41.7%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	625,000.00	125,000.00	0.00	875,000.00	41.7%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	250,000.00	50,000.00	0.00	350,000.00	41.7%
450 59990		RESERVE					
	4,953,618.00	4,953,618.00	0.00	0.00	0.00	4,953,618.00	.0%
TOTAL WASTEWATER	0.00	0.00	12,423.65	-48,050.06	645,103.63	-657,527.28	100.0%
	TOTAL REVENUES						
	-11,638,500.00	-11,638,500.00	-2,227,940.99	-472,514.68	0.00	-9,410,559.01	
	TOTAL EXPENSES						
	11,638,500.00	11,638,500.00	2,240,364.64	424,464.62	645,103.63	8,753,031.73	
	GRAND TOTAL						
	0.00	0.00	12,423.65	-48,050.06	645,103.63	-657,527.28	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$1,612,879.15				
460 34346		WATER CHARGES					
	-4,110,237.00	-4,110,237.00	-1,541,864.87	-300,504.07	0.00	-2,568,372.13	37.5%
460 34610		WATER TAP CHARGES					
	-24,000.00	-24,000.00	-22,500.00	-1,000.00	0.00	-1,500.00	93.8%
460 34620		WATER METER INSTALLATION FEES					
	-18,900.00	-18,900.00	-18,447.24	-430.00	0.00	-452.76	97.6%
460 34621		WATER NONPAY RECONNECT FEE					
	-60,000.00	-60,000.00	-338.65	0.00	0.00	-59,661.35	.6%
460 34910		MISCELLANEOUS FEES					
	-15,000.00	-15,000.00	-3,590.00	-500.00	0.00	-11,410.00	23.9%
460 36110		INTEREST					
	-2,800.00	-2,800.00	0.00	0.00	0.00	-2,800.00	.0%
460 36120		UNREALIZED GAIN					
	0.00	0.00	-46.63	-46.63	0.00	46.63	100.0%
460 36323		EXTENSION CHARGES					
	-8,400.00	-8,400.00	-10,400.00	-1,000.00	0.00	2,000.00	123.8%
460 36995		LATE FEES					
	-16,000.00	-16,000.00	-1,391.14	0.00	0.00	-14,608.86	8.7%
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-250,000.00	-50,000.00	0.00	-350,000.00	41.7%
460 38910		CASH BALANCE FORWARD					
	-4,197,363.00	-4,197,363.00	0.00	0.00	0.00	-4,197,363.00	.0%
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200		SALARIES					
	526,280.00	526,280.00	168,601.59	36,123.95	0.00	357,678.41	32.0%
460 51350		PART-TIME					
	0.00	0.00	1,580.59	0.00	0.00	-1,580.59	100.0%
460 51400		OVERTIME					
	95,000.00	95,000.00	34,988.60	7,323.64	0.00	60,011.40	36.8%
460 52100		FICA					
	47,528.00	47,528.00	15,029.86	3,146.27	0.00	32,498.14	31.6%
460 52200		RETIREMENT					
	199,712.00	199,712.00	67,592.95	14,161.93	0.00	132,119.05	33.8%
460 52300		HEALTH INSUR					
	129,651.00	129,651.00	49,121.23	10,827.94	0.00	80,529.77	37.9%
460 52301		LIFE INSUR					
	2,997.00	2,997.00	1,027.79	215.96	0.00	1,969.21	34.3%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	6,034.60	1,206.92	0.00	8,448.40	41.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	16,818.00	16,818.00	7,007.50	1,401.50	0.00	9,810.50	41.7%
460 53200		AUDITING					
	9,815.00	9,815.00	4,089.60	817.92	0.00	5,725.40	41.7%
460 53400		CONTRACTUAL					
	149,899.00	149,899.00	22,868.20	5,443.51	0.00	127,030.80	15.3%
460 54000		TRAINING/TRAVEL					
	14,420.00	14,420.00	4,551.33	449.33	0.00	9,868.67	31.6%
460 54100		COMM - PHONE/FAX/ALARM					
	2,111.00	2,111.00	355.85	89.95	0.00	1,755.15	16.9%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	1,599.60	285.85	0.00	3,400.40	32.0%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	1,764.73	268.18	0.00	3,485.27	33.6%
460 54200		POSTAGE					
	1,825.00	1,825.00	172.17	0.00	0.00	1,652.83	9.4%
460 54300		UTILITIES ELECTRIC					
	250,000.00	250,000.00	80,319.40	16,564.23	0.00	169,680.60	32.1%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,300.00	2,300.00	280.72	105.27	0.00	2,019.28	12.2%
460 54320		UTILITIES-PROPANE/OTHER					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
460 54440		LAND RENT					
	13,058.00	13,058.00	5,379.55	1,075.91	0.00	7,678.45	41.2%
460 54500		INSURANCE					
	32,214.00	32,214.00	13,422.50	2,684.50	0.00	18,791.50	41.7%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	428.82	0.00	0.00	2,571.18	14.3%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	26,902.42	9,670.90	0.00	253,097.58	9.6%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	3,057.50	418.75	0.00	8,942.50	25.5%
460 54640		R/M VEHICLES-PARTS					
	18,000.00	18,000.00	5,712.88	1,219.32	0.00	12,287.12	31.7%
460 54800		PROMOTIONAL					
	5,000.00	5,000.00	2,683.76	1,045.56	0.00	2,316.24	53.7%
460 54910		BILLING COSTS					
	175,000.00	175,000.00	72,916.65	14,583.33	0.00	102,083.35	41.7%
460 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	80,416.65	16,083.33	0.00	112,583.35	41.7%
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	99,653.98	12,829.47	0.00	61,766.02	61.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55210		UNIFORMS					
	4,875.00	4,875.00	4,369.27	245.84	0.00	505.73	89.6%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	150.53	150.53	0.00	299.47	33.5%
460 55230		GAS/OIL					
	35,000.00	35,000.00	12,364.41	1,925.14	0.00	22,635.59	35.3%
460 55240		CHEMICALS					
	25,000.00	25,000.00	5,250.00	0.00	0.00	19,750.00	21.0%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	864.99	0.00	0.00	7,135.01	10.8%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	675.25	95.25	0.00	5,464.75	11.0%
460 56200		BUILDING					
	15,000.00	15,000.00	0.00	0.00	10,280.00	4,720.00	68.5%
460 56300		IMPROVEMENTS					
	570,000.00	570,000.00	19,920.69	0.00	0.00	550,079.31	3.5%
460 56400		MACH/EQUIP					
	43,000.00	43,000.00	6,735.00	0.00	20,469.00	15,796.00	63.3%
460 56401		EQUIP-NON CAPITAL					
	20,000.00	20,000.00	4,390.00	0.00	0.00	15,610.00	22.0%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	75,000.00	15,000.00	0.00	105,000.00	41.7%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,497,749.00	1,497,749.00	624,062.10	124,812.42	0.00	873,686.90	41.7%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,276,705.00	4,276,705.00	0.00	0.00	0.00	4,276,705.00	.0%
TOTAL WATER	0.00	0.00	-317,235.27	-53,208.10	30,749.00	286,486.27	100.0%
	TOTAL REVENUES						
	-9,252,700.00	-9,252,700.00	-1,848,578.53	-353,480.70	0.00	-7,404,121.47	
	TOTAL EXPENSES						
	9,252,700.00	9,252,700.00	1,531,343.26	300,272.60	30,749.00	7,690,607.74	
	GRAND TOTAL						
	0.00	0.00	-317,235.27	-53,208.10	30,749.00	286,486.27	100.0%

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-428,947.00	-428,947.00	0.00	0.00	0.00	-428,947.00	.0%
470 33400		STATE GRANT					
	-256,053.00	-256,053.00	0.00	0.00	0.00	-256,053.00	.0%
470 34347		WATER DRAINAGE FEES	LY \$350,500.62				
	-815,000.00	-815,000.00	-324,977.29	-71,228.60	0.00	-490,022.71	39.9%
470 38910		CASH BALANCE FORWARD					
	-244,000.00	-244,000.00	0.00	0.00	0.00	-244,000.00	.0%
470 51200		SALARIES					
	267,224.00	267,224.00	85,953.88	18,770.66	0.00	181,270.12	32.2%
470 51350		PART-TIME					
	0.00	0.00	581.04	0.00	0.00	-581.04	100.0%
470 51400		OVERTIME					
	5,000.00	5,000.00	3,544.37	986.44	0.00	1,455.63	70.9%
470 52100		FICA					
	20,825.00	20,825.00	6,382.14	1,395.14	0.00	14,442.86	30.6%
470 52200		RETIREMENT					
	83,791.00	83,791.00	30,763.78	6,114.82	0.00	53,027.22	36.7%
470 52300		HEALTH INSUR					
	72,825.00	72,825.00	25,280.52	5,233.24	0.00	47,544.48	34.7%
470 52301		LIFE INSUR					
	1,511.00	1,511.00	558.09	114.21	0.00	952.91	36.9%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	914.15	182.83	0.00	1,279.85	41.7%
470 52400		WORKERS' COMP					
	6,814.00	6,814.00	2,839.15	567.83	0.00	3,974.85	41.7%
470 53100		PROFESSIONAL SERVICES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 53200		AUDITING					
	6,040.00	6,040.00	2,516.65	503.33	0.00	3,523.35	41.7%
470 53400		CONTRACTUAL					
	71,938.00	64,538.00	22,350.66	997.50	4,759.00	37,428.34	42.0%
470 54000		TRAINING/TRAVEL					
	990.00	2,445.00	1,681.55	44.00	0.00	763.45	68.8%
470 54100		COMM - PHONE/FAX/ALARM					
	237.00	237.00	0.00	0.00	0.00	237.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	919.67	187.32	0.00	1,080.33	46.0%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	244.78	0.00	0.00	1,390.22	15.0%

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

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	4,800.00	4,800.00	827.78	200.49	0.00	3,972.22	17.2%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,200.00	1,200.00	202.36	53.54	0.00	997.64	16.9%
470 54500		INSURANCE					
	901.00	901.00	375.40	75.08	0.00	525.60	41.7%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	703.97	19.99	0.00	1,796.03	28.2%
470 54620		R/M EQUIPMENT					
	5,000.00	3,545.00	-244.80	0.00	0.00	3,789.80	-6.9%
470 54630		R/M VEHICLES-LABOR					
	10,000.00	8,625.00	1,060.00	427.50	0.00	7,565.00	12.3%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	2,584.86	1,050.57	0.00	12,415.14	17.2%
470 54700		PRINTING					
	500.00	500.00	124.10	108.10	0.00	375.90	24.8%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	14,583.35	2,916.67	0.00	20,416.65	41.7%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	1,191.53	0.00	0.00	308.47	79.4%
470 55200		OPERATING SUPPLIES					
	41,560.00	41,560.00	23,532.32	5,835.14	3,013.96	15,013.72	63.9%
470 55210		UNIFORMS					
	1,625.00	3,000.00	2,364.80	0.00	0.00	635.20	78.8%
470 55230		GAS/OIL					
	10,000.00	10,000.00	4,107.79	1,158.09	0.00	5,892.21	41.1%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	758.21	184.95	0.00	151.79	83.3%
470 56100		LAND					
	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	.0%
470 56200		BUILDING					
	0.00	7,400.00	6,218.57	-835.39	0.00	1,181.43	84.0%
470 56300		IMPROVEMENTS					
	825,000.00	825,000.00	6,802.25	13,390.75	129,545.04	688,652.71	16.5%
470 59990		RESERVE					
	158,930.00	158,930.00	0.00	0.00	0.00	158,930.00	.0%
TOTAL STORMWATER	0.00	0.00	-75,254.37	-11,545.80	137,318.00	-62,063.63	100.0%
TOTAL REVENUES	-1,744,000.00	-1,744,000.00	-324,977.29	-71,228.60	0.00	-1,419,022.71	
TOTAL EXPENSES	1,744,000.00	1,744,000.00	249,722.92	59,682.80	137,318.00	1,356,959.08	

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

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL 0.00	0.00	-75,254.37	-11,545.80	137,318.00	-62,063.63	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-4,650,000.00	-4,650,000.00	0.00	0.00	0.00	-4,650,000.00	.0%
480 33400		STATE GRANT					
	-745,000.00	-745,000.00	-401,630.00	-331,182.52	0.00	-343,370.00	53.9%
480 33420		FEMA STATE					
	-775,000.00	-775,000.00	0.00	0.00	0.00	-775,000.00	.0%
480 34750		SLIP RENTALS - PERMANENT					
	-100,000.00	-100,000.00	-41,836.25	-5,958.50	0.00	-58,163.75	41.8%
480 34755		SLIP RENTALS - TRANSIENT					
	-22,500.00	-22,500.00	-2,351.25	-60.00	0.00	-20,148.75	10.5%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-350.00	-350.00	-337.50	0.00	0.00	-12.50	96.4%
480 34760		BUSINESS RENTALS					
	-24,000.00	-24,000.00	-10,313.05	-2,064.87	0.00	-13,686.95	43.0%
480 34762		MOORINGS-TAXABLE					
	-25,000.00	-25,000.00	-4,868.00	0.00	0.00	-20,132.00	19.5%
480 34766		SERVICES-NON TAXABLE					
	-275.00	-275.00	-120.00	0.00	0.00	-155.00	43.6%
480 34767		SERVICES-TAXABLE					
	-1,500.00	-1,500.00	-345.79	0.00	0.00	-1,154.21	23.1%
480 34770		FUEL-DIESEL					
	-250,000.00	-250,000.00	0.00	0.00	0.00	-250,000.00	.0%
480 34771		FUEL-GAS					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
480 34775		FUEL-DISCOUNTS DIESEL					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
480 36215		NON-TAXABLE RENT					
	-9,500.00	-9,500.00	-3,912.35	-782.47	0.00	-5,587.65	41.2%
480 36990		OTHER REVENUE					
	-600.00	-600.00	-41.00	-9.55	0.00	-559.00	6.8%
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-125,000.00	-25,000.00	0.00	-175,000.00	41.7%
480 38410		LOAN PROCEEDS					
	-6,550,000.00	-7,850,000.00	-2,576,000.00	-500,000.00	0.00	-5,274,000.00	32.8%
480 38910		CASH BALANCE FORWARD					
	652,700.00	652,700.00	0.00	0.00	0.00	652,700.00	.0%
480 51300		SEASONAL/TEMPORARY					
	0.00	80,000.00	30,666.36	8,888.80	0.00	49,333.64	38.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 52100		FICA					
	0.00	6,150.00	2,359.38	683.82	0.00	3,790.62	38.4%
480 52400		WORKERS' COMP					
	0.00	1,850.00	0.00	0.00	0.00	1,850.00	.0%
480 53100		PROFESSIONAL SERVICES					
	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	.0%
480 53200		AUDITING					
	6,795.00	6,795.00	2,831.25	566.25	0.00	3,963.75	41.7%
480 53400		CONTRACTUAL					
	382,093.00	382,093.00	129,342.66	24,615.45	0.00	252,750.34	33.9%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	4,980.00	4,980.00	134.37	270.60	0.00	4,845.63	2.7%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	3,230.00	690.62	50.00	0.00	2,539.38	21.4%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	1,330.10	174.42	0.00	9,569.90	12.2%
480 54300		UTILITIES ELECTRIC					
	24,000.00	24,000.00	4,477.35	785.10	0.00	19,522.65	18.7%
480 54310		UTILITIES-WATER & WASTEWATER					
	19,000.00	19,000.00	9,561.16	1,271.32	0.00	9,438.84	50.3%
480 54500		INSURANCE					
	69,509.00	69,509.00	28,962.10	5,792.42	0.00	40,546.90	41.7%
480 54610		R/M BLDG & GROUNDS					
	35,000.00	35,000.00	2,971.01	132.35	0.00	32,028.99	8.5%
480 54620		R/M EQUIPMENT					
	11,750.00	11,750.00	1,144.17	698.04	0.00	10,605.83	9.7%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	0.00	0.00	0.00	23,600.00	.0%
480 54700		PRINTING					
	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	.0%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100		OFFICE SUPPLIES					
	3,800.00	3,800.00	269.76	0.00	0.00	3,530.24	7.1%
480 55200		OPERATING SUPPLIES					
	26,770.00	26,770.00	4,195.79	1,208.04	0.00	22,574.21	15.7%
480 55210		UNIFORMS					
	350.00	350.00	0.00	0.00	0.00	350.00	.0%
480 55220		JANITORIAL SUPPLIES					
	1,800.00	1,800.00	462.13	190.82	0.00	1,337.87	25.7%
480 55230		GAS/OIL					
	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	141.99	0.00	0.00	683.01	17.2%
480 55510		FUEL FOR RESALE					
	227,500.00	227,500.00	15,822.02	0.00	0.00	211,677.98	7.0%
480 56200		BUILDING					
	6,200,000.00	6,111,550.00	779,161.69	11,556.23	4,968,476.07	363,912.24	94.0%
480 56300		IMPROVEMENTS					
	1,325,000.00	2,625,000.00	634,984.18	265,444.52	1,572,247.42	417,768.40	84.1%
480 57100		PRINCIPAL					
	5,763,000.00	5,763,000.00	26,633.25	8,877.75	0.00	5,736,366.75	.5%
480 57200		INTEREST					
	125,488.00	125,488.00	19,178.18	4,712.50	0.00	106,309.82	15.3%
480 59990		RESERVE					
	-1,485,515.00	-1,485,515.00	0.00	0.00	0.00	-1,485,515.00	.0%
TOTAL MARINA	0.00	0.00	-1,471,435.67	-529,139.48	6,540,723.49	-5,069,287.82	100.0%
	TOTAL REVENUES						
	-12,848,025.00	-14,148,025.00	-3,166,755.19	-865,057.91	0.00	-10,981,269.81	
	TOTAL EXPENSES						
	12,848,025.00	14,148,025.00	1,695,319.52	335,918.43	6,540,723.49	5,911,981.99	
	GRAND TOTAL						
	0.00	0.00	-1,471,435.67	-529,139.48	6,540,723.49	-5,069,287.82	100.0%

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

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET MAINTENANCE						
0000 UNDEFINED						
36990 OTHER REVENUE						
-12,000.00	-12,000.00	-1,611.30	-220.00	0.00	-10,388.70	13.4%
36992 GAIN ON SALE OF ASSET						
-60,000.00	-60,000.00	-12,980.00	0.00	0.00	-47,020.00	21.6%
36994 LOANER VEHICLE REVENUE						
-2,500.00	-2,500.00	-612.60	-128.10	0.00	-1,887.40	24.5%
38040 PARTS						
0.00	0.00	-1,331.45	958.56	0.00	1,331.45	100.0%
38047 HUMANE SOCIETY-PARTS						
-500.00	-500.00	-19.94	-19.94	0.00	-480.06	4.0%
38048 HUMANE SOCIETY-LABOR						
-500.00	-500.00	-110.00	-110.00	0.00	-390.00	22.0%
38049 HUMANE SOCIETY-FUEL						
-3,000.00	-3,000.00	-1,001.99	-151.99	0.00	-1,998.01	33.4%
38053 GAS/OIL						
-347,250.00	-347,250.00	-110,933.05	-8,094.16	0.00	-236,316.95	31.9%
38144 FROM SANITATION						
-15,000.00	-15,000.00	-5,625.00	-1,125.00	0.00	-9,375.00	37.5%
38910 CASH BALANCE FORWARD						
-46,200.00	-46,200.00	0.00	0.00	0.00	-46,200.00	.0%
51200 FULL TIME SALARIES						
117,837.00	117,837.00	43,930.70	9,387.01	0.00	73,906.30	37.3%
51350 PART TIME SALARIES						
27,995.00	27,995.00	10,275.00	2,681.93	0.00	17,720.00	36.7%
51400 OVERTIME						
6,000.00	6,000.00	656.81	421.98	0.00	5,343.19	10.9%
52100 FICA						
11,615.00	11,615.00	4,196.12	945.96	0.00	7,418.88	36.1%
52200 RETIREMENT						
36,120.00	36,120.00	18,906.54	3,510.93	0.00	17,213.46	52.3%
52300 HEALTH INSUR						
22,624.00	22,624.00	10,085.15	2,017.04	0.00	12,538.85	44.6%
52301 LIFE INSUR						
603.00	603.00	295.40	67.68	0.00	307.60	49.0%
52400 WORKERS' COMP						
3,874.00	3,874.00	1,614.15	322.83	0.00	2,259.85	41.7%
53200 AUDITING						
2,265.00	2,265.00	943.75	188.75	0.00	1,321.25	41.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53400 CONTRACTUAL							
	23,524.00	23,524.00	11,765.79	331.24	0.00	11,758.21	50.0%
54000 TRAINING/TRAVEL							
	3,450.00	3,450.00	1,331.90	560.00	0.00	2,118.10	38.6%
54100 COMM - PHONE/FAX/ALARM							
	316.00	316.00	0.00	0.00	0.00	316.00	.0%
54101 COMMUNICATIONS-CELLULAR							
	1,730.00	1,730.00	266.33	25.00	0.00	1,463.67	15.4%
54103 COMMUNICATIONS-INTERNET							
	1,635.00	1,635.00	696.40	112.08	0.00	938.60	42.6%
54200 POSTAGE							
	100.00	100.00	6.70	0.00	0.00	93.30	6.7%
54300 UTILITIES ELECTRIC							
	3,600.00	3,600.00	1,136.45	0.00	0.00	2,463.55	31.6%
54310 UTILITIES-WATER & WASTEWATER							
	2,000.00	2,000.00	682.09	157.44	0.00	1,317.91	34.1%
54500 INSURANCE							
	19,309.00	19,309.00	8,045.40	1,609.08	0.00	11,263.60	41.7%
54610 R/M BLDG & GROUNDS							
	5,500.00	5,500.00	3,506.87	796.14	0.00	1,993.13	63.8%
54620 R/M EQUIPMENT							
	8,750.00	8,750.00	1,868.57	191.59	0.00	6,881.43	21.4%
54630 R/M VEHICLES-LABOR							
	2,000.00	2,000.00	928.50	220.00	0.00	1,071.50	46.4%
54640 R/M VEHICLES-PARTS							
	3,000.00	3,000.00	3,648.38	993.00	0.00	-648.38	121.6%
55100 OFFICE SUPPLIES							
	1,000.00	1,000.00	109.63	0.00	0.00	890.37	11.0%
55200 OPERATING SUPPLIES							
	11,235.00	11,185.00	3,259.36	553.60	0.00	7,925.64	29.1%
55210 UNIFORMS							
	575.00	575.00	991.39	0.00	0.00	-416.39	172.4%
55230 GAS/OIL							
	4,000.00	4,000.00	1,539.63	156.97	0.00	2,460.37	38.5%
55240 CHEMICALS							
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
55400 BOOKS/SUBS/DUES							
	0.00	50.00	50.00	0.00	0.00	0.00	100.0%
56400 EQUIPMENT							
	32,000.00	28,540.00	26,075.00	0.00	0.00	2,465.00	91.4%
56401 NON CAP EQUIP							
	0.00	3,460.00	3,460.00	0.00	0.00	0.00	100.0%
58600 GAS/OIL COSTS							
	306,000.00	306,000.00	98,954.08	16,048.75	0.00	207,045.92	32.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

ORIGINAL APPROP		REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
58700 VEHICLE PARTS/SRVS COSTS	307,750.00	307,750.00	112,973.84	27,562.62	0.00	194,776.16	36.7%
59100 TRANSFER TO GENERAL FUND	15,000.00	15,000.00	6,250.00	1,250.00	0.00	8,750.00	41.7%
59990 RESERVE	47,543.00	47,543.00	0.00	0.00	0.00	47,543.00	.0%
TOTAL UNDEFINED	542,500.00	542,500.00	244,224.60	61,220.99	0.00	298,275.40	45.0%
1000 GENERAL GOVERNMENT							
38040 PARTS	-270,500.00	-270,500.00	-107,991.91	-19,130.73	0.00	-162,508.09	39.9%
38045 LABOR	-140,000.00	-140,000.00	-58,333.40	-11,666.68	0.00	-81,666.60	41.7%
TOTAL GENERAL GOVERNMENT	-410,500.00	-410,500.00	-166,325.31	-30,797.41	0.00	-244,174.69	40.5%
3900 CEMETERY							
38040 PARTS	-2,000.00	-2,000.00	-255.30	-69.96	0.00	-1,744.70	12.8%
38045 LABOR	-2,000.00	-2,000.00	-205.00	-105.00	0.00	-1,795.00	10.3%
TOTAL CEMETERY	-4,000.00	-4,000.00	-460.30	-174.96	0.00	-3,539.70	11.5%
4200 AIRPORT							
38040 PARTS	-4,000.00	-4,000.00	-4,370.25	-1,382.18	0.00	370.25	109.3%
38045 LABOR	-4,000.00	-4,000.00	-4,535.00	-2,320.00	0.00	535.00	113.4%
TOTAL AIRPORT	-8,000.00	-8,000.00	-8,905.25	-3,702.18	0.00	905.25	111.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4500 WASTEWATER							
38040 PARTS	-40,000.00	-40,000.00	-14,990.82	-856.22	0.00	-25,009.18	37.5%
38045 LABOR	-25,000.00	-25,000.00	-9,154.00	-1,262.50	0.00	-15,846.00	36.6%
TOTAL WASTEWATER	-65,000.00	-65,000.00	-24,144.82	-2,118.72	0.00	-40,855.18	37.1%
4600 WATER							
38040 PARTS	-18,000.00	-18,000.00	-5,259.98	-1,767.01	0.00	-12,740.02	29.2%
38045 LABOR	-12,000.00	-12,000.00	-5,081.50	-418.75	0.00	-6,918.50	42.3%
TOTAL WATER	-30,000.00	-30,000.00	-10,341.48	-2,185.76	0.00	-19,658.52	34.5%
4700 STORMWATER							
38040 PARTS	-15,000.00	-15,000.00	-1,728.15	-217.29	0.00	-13,271.85	11.5%
38045 LABOR	-10,000.00	-10,000.00	-1,060.00	-427.50	0.00	-8,940.00	10.6%
TOTAL STORMWATER	-25,000.00	-25,000.00	-2,788.15	-644.79	0.00	-22,211.85	11.2%
9999 GAAP ENTRIES							
56499 CONTRA EQUIP	0.00	0.00	-26,075.00	0.00	0.00	26,075.00	100.0%
TOTAL GAAP ENTRIES	0.00	0.00	-26,075.00	0.00	0.00	26,075.00	100.0%
TOTAL REVENUES	-1,029,450.00	-1,029,450.00	-347,190.64	-48,514.45	0.00	-682,259.36	
TOTAL EXPENSES							

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1,029,450.00	1,029,450.00	352,374.93	70,111.62	0.00	677,075.07	
GRAND TOTAL 0.00	0.00	5,184.29	21,597.17	0.00	-5,184.29	100.0%
** END OF REPORT - Generated by Pauline Testagrose **						

Revenues	(\$ 347,190.64)
Expenses	<u>352,374.93</u>
Net (Rev)Exp	\$ 5,184.29

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING						
0000 UNDEFINED						
34300 UB ADMIN FEES						
-32,000.00	-32,000.00	-10,168.17	-1,755.00	0.00	-21,831.83	31.8%
36990 OTHER REVENUE						
0.00	0.00	-491.15	0.00	0.00	491.15	100.0%
38910 CASH BALANCE FORWARD						
-1,630.00	-1,630.00	0.00	0.00	0.00	-1,630.00	.0%
51200 FULL TIME SALARIES						
204,665.00	204,665.00	68,082.28	14,385.41	0.00	136,582.72	33.3%
51400 OVERTIME						
3,000.00	3,000.00	1,798.58	558.71	0.00	1,201.42	60.0%
52100 FICA						
15,886.00	15,886.00	5,034.86	1,076.55	0.00	10,851.14	31.7%
52200 RETIREMENT						
62,733.00	62,733.00	22,926.72	4,625.21	0.00	39,806.28	36.5%
52300 HEALTH INSUR						
45,489.00	45,489.00	18,148.55	3,794.12	0.00	27,340.45	39.9%
52301 LIFE INSUR						
1,042.00	1,042.00	432.87	89.77	0.00	609.13	41.5%
52400 WORKERS' COMP						
373.00	373.00	155.40	31.08	0.00	217.60	41.7%
53400 CONTRACTUAL						
34,686.00	34,686.00	20,950.08	148.50	0.00	13,735.92	60.4%
54000 TRAINING/TRAVEL						
3,290.00	3,290.00	1,217.61	0.00	0.00	2,072.39	37.0%
54100 COMM - PHONE/FAX/ALARM						
882.00	882.00	136.74	34.58	0.00	745.26	15.5%
54103 COMMUNICATIONS-INTERNET						
1,635.00	1,635.00	696.40	112.08	0.00	938.60	42.6%
54200 POSTAGE						
40,000.00	40,000.00	19,995.00	3,999.00	0.00	20,005.00	50.0%
54300 UTILITIES ELECTRIC						
3,500.00	3,500.00	792.05	0.00	0.00	2,707.95	22.6%
54310 UTILITIES-WATER & WASTEWATER						
1,100.00	1,100.00	281.79	70.64	0.00	818.21	25.6%
54610 R/M BLDG & GROUNDS						
1,500.00	1,500.00	525.27	73.00	0.00	974.73	35.0%
54620 R/M EQUIPMENT						
700.00	700.00	0.00	0.00	0.00	700.00	.0%

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City of Fernandina Beach
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54700 PRINTING							
	6,350.00	6,350.00	1,324.75	0.00	0.00	5,025.25	20.9%
54902 BAD DEBT EXPENSE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
55100 OFFICE SUPPLIES	3,250.00	3,250.00	1,872.92	1,126.86	0.00	1,377.08	57.6%
55200 OPERATING SUPPLIES	54,760.00	54,760.00	16,395.79	2,521.22	0.00	38,364.21	29.9%
55210 UNIFORMS	700.00	700.00	0.00	0.00	0.00	700.00	.0%
55220 JANITORIAL SUPPLIES	650.00	650.00	255.22	12.15	0.00	394.78	39.3%
56400 EQUIPMENT	0.00	19,539.00	30,910.69	0.00	0.00	-11,371.69	158.2%
59300 TRANSFER TO CAP IMP	10,700.00	10,700.00	4,458.35	891.67	0.00	6,241.65	41.7%
59990 RESERVE	19,539.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL UNDEFINED	484,300.00	484,300.00	205,732.60	31,795.55	0.00	278,567.40	42.5%
4200 AIRPORT							
38052 CHARGES FOR UB SERVICES	-7,300.00	-7,300.00	-3,041.65	-608.33	0.00	-4,258.35	41.7%
TOTAL AIRPORT	-7,300.00	-7,300.00	-3,041.65	-608.33	0.00	-4,258.35	41.7%
4400 SANITATION							
38052 CHARGES FOR UB SERVICES	-92,000.00	-92,000.00	-38,333.35	-7,666.67	0.00	-53,666.65	41.7%
TOTAL SANITATION	-92,000.00	-92,000.00	-38,333.35	-7,666.67	0.00	-53,666.65	41.7%
4500 WASTEWATER							

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ptestagrore

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
38052 CHARGES FOR UB SERVICES -175,000.00	-175,000.00	-72,916.65	-14,583.33	0.00	-102,083.35	41.7%
TOTAL WASTEWATER -175,000.00	-175,000.00	-72,916.65	-14,583.33	0.00	-102,083.35	41.7%
4600 WATER						
38052 CHARGES FOR UB SERVICES -175,000.00	-175,000.00	-72,916.65	-14,583.33	0.00	-102,083.35	41.7%
TOTAL WATER -175,000.00	-175,000.00	-72,916.65	-14,583.33	0.00	-102,083.35	41.7%
4700 STORMWATER						
38052 CHARGES FOR UB SERVICES -35,000.00	-35,000.00	-14,583.35	-2,916.67	0.00	-20,416.65	41.7%
TOTAL STORMWATER -35,000.00	-35,000.00	-14,583.35	-2,916.67	0.00	-20,416.65	41.7%
9999 GAAP ENTRIES						
56499 CONTRA EQUIP 0.00	0.00	-16,550.00	0.00	0.00	16,550.00	100.0%
TOTAL GAAP ENTRIES 0.00	0.00	-16,550.00	0.00	0.00	16,550.00	100.0%
TOTAL REVENUES -517,930.00	-517,930.00	-212,450.97	-42,113.33	0.00	-305,479.03	
TOTAL EXPENSES 517,930.00	517,930.00	199,841.92	33,550.55	0.00	318,088.08	
GRAND TOTAL 0.00	0.00	-12,609.05	-8,562.78	0.00	12,609.05	100.0%

** END OF REPORT - Generated by Pauline Testagrore **

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMINISTRATION						
0000 UNDEFINED						
38910 CASH BALANCE FORWARD						
-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00	.0%
51200 FULL TIME SALARIES						
208,983.00	208,983.00	74,944.00	15,833.59	0.00	134,039.00	35.9%
51400 OVERTIME						
2,500.00	2,500.00	619.29	0.00	0.00	1,880.71	24.8%
52100 FICA						
16,178.00	16,178.00	5,296.74	1,108.46	0.00	10,881.26	32.7%
52200 RETIREMENT						
64,785.00	64,785.00	25,812.75	5,049.30	0.00	38,972.25	39.8%
52300 HEALTH INSUR						
40,478.00	40,478.00	15,881.11	1,486.00	0.00	24,596.89	39.2%
52301 LIFE INSUR						
1,074.00	1,074.00	472.86	92.45	0.00	601.14	44.0%
52400 WORKERS' COMP						
5,470.00	5,470.00	2,279.15	455.83	0.00	3,190.85	41.7%
53400 CONTRACTUAL						
6,655.00	6,655.00	3,113.04	585.51	0.00	3,541.96	46.8%
54000 TRAINING/TRAVEL						
5,250.00	5,250.00	1,399.47	463.66	0.00	3,850.53	26.7%
54100 COMM - PHONE/FAX/ALARM						
778.00	778.00	68.37	17.29	0.00	709.63	8.8%
54101 COMMUNICATIONS-CELLULAR						
1,640.00	1,640.00	472.14	-23.75	0.00	1,167.86	28.8%
54103 COMMUNICATIONS-INTERNET						
1,662.00	1,662.00	707.70	114.34	0.00	954.30	42.6%
54200 POSTAGE						
1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
54300 UTILITIES ELECTRIC						
3,000.00	3,000.00	792.04	0.00	0.00	2,207.96	26.4%
54310 UTILITIES-WATER & WASTEWATER						
800.00	800.00	281.79	70.64	0.00	518.21	35.2%
54610 R/M BLDG & GROUNDS						
12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	.0%
54620 R/M EQUIPMENT						
2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
55100 OFFICE SUPPLIES						
4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%

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 ptestagrose

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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FOR 2019 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
55200 OPERATING SUPPLIES	8,165.00	8,165.00	1,633.91	711.57	0.00	6,531.09	20.0%
55210 UNIFORMS	800.00	800.00	323.95	0.00	0.00	476.05	40.5%
55220 JANITORIAL SUPPLIES	6,000.00	6,000.00	240.47	12.14	0.00	5,759.53	4.0%
55400 BOOKS/SUBS/DUES	2,100.00	2,100.00	255.00	248.75	0.00	1,845.00	12.1%
56401 NON CAP EQUIP	2,035.00	2,035.00	0.00	0.00	0.00	2,035.00	.0%
59990 RESERVE	2,987.00	2,987.00	0.00	0.00	0.00	2,987.00	.0%
TOTAL UNDEFINED	386,000.00	386,000.00	134,593.78	26,225.78	0.00	251,406.22	34.9%
4500 WASTEWATER							
38054 CHARGES FOR UTIL ADM	-193,000.00	-193,000.00	-80,416.65	-16,083.33	0.00	-112,583.35	41.7%
TOTAL WASTEWATER	-193,000.00	-193,000.00	-80,416.65	-16,083.33	0.00	-112,583.35	41.7%
4600 WATER							
38054 CHARGES FOR UTIL ADM	-193,000.00	-193,000.00	-80,416.65	-16,083.33	0.00	-112,583.35	41.7%
TOTAL WATER	-193,000.00	-193,000.00	-80,416.65	-16,083.33	0.00	-112,583.35	41.7%
TOTAL REVENUES	-401,840.00	-401,840.00	-160,833.30	-32,166.66	0.00	-241,006.70	
TOTAL EXPENSES	401,840.00	401,840.00	134,593.78	26,225.78	0.00	267,246.22	
GRAND TOTAL	0.00	0.00	-26,239.52	-5,940.88	0.00	26,239.52	100.0%

** END OF REPORT - Generated by Pauline Testagrose **

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-49
Budget Amendment - Stormwater

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-49

SYNOPSIS: Staff recommends an increase to the Stormwater Machinery/ Equipment account for the purchase of a hydraulic dump trailer needed for Stormwater maintenance and other projects in the amount of \$7,995 for the balance of Fiscal Year 2018/2019 by transferring this amount from the Stormwater Contractual account, 470 53400 to the Stormwater Mach/Equip account, 470 56400.

The attached Resolution approves the transfer of funds from the Stormwater Contractual account to the Stormwater Mach/ Equip account.

FISCAL IMPACT: Funds in the amount of \$7,995 are available in Stormwater Contractual account, 470 53400, for transferring to Stormwater Machine/Equip account, 470 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-49.

Pauline Testagrose, Comptroller	3/4/2019
Nicole Bednar, Administrative Services Manager	3/4/2019
Dale Martin, City Manager	3/5/2019
Tammi E. Bach, City Attorney	3/8/2019
Katie Newton, Legal Assistant	3/8/2019

Date: February 19, 2019

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-49

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

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$7,500; and

WHEREAS, staff recommends an increase to the Stormwater Machinery/ Equipment account for the purchase of a hydraulic dump trailer needed for Stormwater maintenance and other projects in the amount of \$7,995 for the balance of Fiscal Year 2018/2019 by transferring this amount from the Stormwater Contractual account, 470 53400 to the Stormwater Machinery/Equipment account, 470 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 the following budget amendment: a transfer of \$7,995 to the Stormwater Machinery/Equipment account, 470 56400, from the Stormwater Contractual account, 470 53400.

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

ADOPTED this 19th day of March, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND
LEGALITY:



Tammi E. Bach
City Attorney

Starliner 470 56400

VENDOR QUOTE SHEET

DEPARTMENT Maintenance DATE 2/19/2019

Description of Item to be purchased:

7x16 trailer for transporting equipment

QUOTE RECEIVED BY: Jeremiah Glisson

VENDOR	VENDOR ADDRESS	CONTACT PERSON	PRICE QUOTE
Top Shelf Trailers	850516 US Hwy 17, Yulee, FL	Deede Diane	\$7,995
Flyn Bryan Trailer Sales	1076 Blanding Blvd, Orange Park, FL		\$9,334
RECOMMENDED PURCHASE FROM:		Top Shelf Trailers	Price: \$7,995

Jeremiah Glisson

From: Top Shelf Trailers <mark@topshelftrailers.com>
Sent: Thursday, February 14, 2019 8:53 AM
To: Jeremiah Glisson
Subject: Re: Estimate 1123 from Top Shelf Trailers LLC

We have a Load Trail 7x16, 14k, scissor lift, ramps, tarp and the combo gate in stock \$7995

Thanks, Deede Diane
Top Shelf Trailers
800-797-0384

On Feb 14, 2019, at 8:26 AM, Jeremiah Glisson <jglisson@fbfl.org> wrote:

After talking to the department that will be using this trailer, I realize that they will need to go larger to be able to haul a skid-steer. Can you requote as a 14k pound? Will it come with a combo rear gate?

JEREMIAH GLISSON
FLEET, FACILITIES, & SANITATION DIRECTOR
CITY OF FERNANDINA BEACH
1017 SOUTH 5TH STREET
FERNANDINA BEACH, FL 32034
PHONE: 904-310-3314
FAX: 904-310-3463

<image001.jpg> <image002.jpg> <image003.jpg>

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 exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Top Shelf Trailers LLC [<mailto:quickbooks@notification.intuit.com>]
Sent: Wednesday, February 13, 2019 5:51 PM
To: Jeremiah Glisson
Subject: Estimate 1123 from Top Shelf Trailers LLC

Dear City of Fernandina Beach,

Please review the estimate below. Feel free to contact us if you have any questions. I assume the City does not pay sales tax and does your own tag work, if not let me know and I will add to the invoice.
We look forward to working with you.

Thanks for your business!
Top Shelf Trailers LLC

----- Estimate Summary -----
Estimate # : 1123

Top Shelf Trailers LLC
850516 US HWY 17
Yulee, FL 32097
(800-797-0384
mark@topshelftrailers.com
www.topshelftrailers.com

ESTIMATE

ADDRESS

City of Fernandina Beach
1017 South 5th Street
Fernandina Beach, FL 32034

ESTIMATE # 1123

DATE 02/13/2019

CUSTOMER PHONE

904-310-3314

DATE	ACTIVITY	QTY	AMOUNT
02/13/2019	Trailer Load Trail 6x12x2ft sides 5ton 9990 GVW, scissor lift, ramps, tarp	1	6,895.00

In Stock
Stock # 80123

TOTAL

\$6,895.00

Accepted By

Accepted Date

Flyn Bryan Trailer Sales, LLC DBA FB Trailers
1076 Blanding Blvd
Orange Park, FL 32065
904-371-9791
sales@fbtrailers.com
www.fbtrailers.com

Estimate



ADDRESS
City of Fernandina

ESTIMATE # 3980 DATE 02/14/2019

DESCRIPTION	QTY	RATE	AMOUNT
2019 7X16 DUMP TRAILER BY PJ MODEL DL162 VIN 4P5DL1624K1303485	1	9,299.00	9,299.00T
Florida Solid Waste Tire Fees	4	1.00	4.00T
Florida Solid Waste Battery Fees	1	1.50	1.50T
Processing Fee	1	29.50	29.50T

All Quotes are valid for 10 Days and exclude applicable taxes, registration/ title fees, and/ or state required fees unless otherwise specified.

SUBTOTAL	9,334.00
TAX (0%)	0.00
TOTAL	\$9,334.00

Accepted By

Accepted Date

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-50
Voluntary Annexation Agreement -1402 S. Pike Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-50

SYNOPSIS: Deanne and Javier Febles, the property owners of 0.26 acres of land located on 1402 S. Pike Lane, has submitted an application for wastewater service outside the municipal limits.

In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application applies to 0.26 acres of land located on 1402 S. Pike Lane (Parcel ID#: 00-00-30-0411-0009-0000).

This is a residential property not contiguous to the current City limits. Action on this application will not immediately annex the subject property, but will authorize the extension of wastewater utilities to serve the property. The subject property is already served by City water service.

FISCAL IMPACT: 25% surcharge on utilities services based on monthly usage to be paid to the City Utilities Department until such time that the property is annexed into the municipal limits.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-50.

Dale Martin, City Manager 3/7/2019

Pauline Testagrose, Comptroller 3/8/2019

Tammi E. Bach, City Attorney 3/8/2019



Date: February 26, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.26 ACRES OF LAND LOCATED AT 1402 S. PIKE LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Deanne and Javier Febles, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.26 acres located at 1402 S. Pike Lane (Parcel ID Number: 00-00-30-0411-0009-0000); and

WHEREAS, staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide wastewater services to the subject property.

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 extension of wastewater services to the property owners identified, whose property is located outside the corporate limits of the City at 1402 S. Pike Lane and noted as parcel 00-00-30-0411-0009-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

SECTION 2. The City Commission authorized the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 19th day of March, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



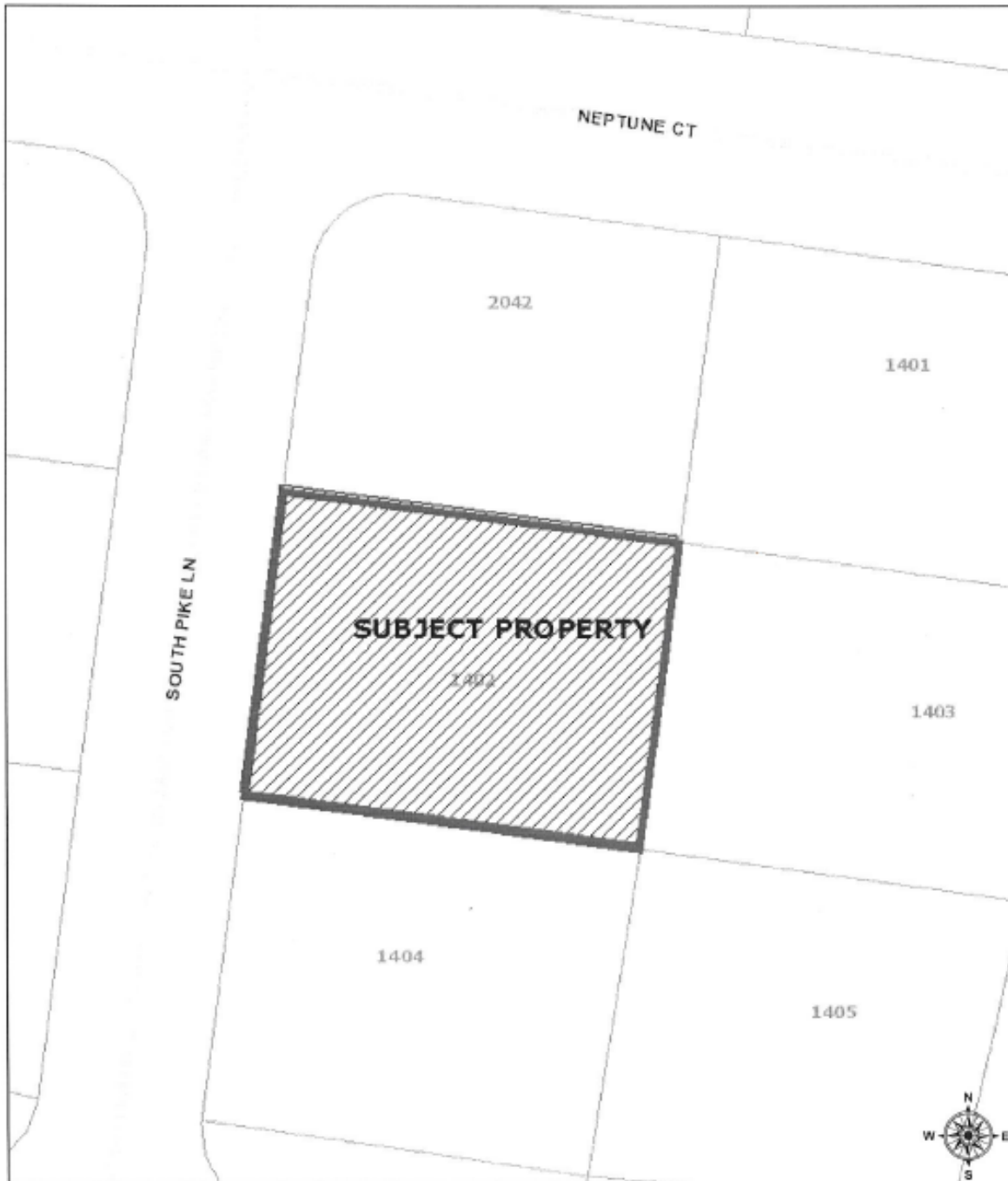
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

**RESOLUTION 2019-50
EXHIBIT "A"**

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-0411-0009-0000 LOCATED AT 1402 S. PIKE LANE
TOTALING APPROXIMATELY 0.26 ACRES OF LAND

1402 S. PIKE LANE



OFFICE USE ONLY

REC'D: 2/25/19 BY: KG
PAYMENT: \$ 300- TYPE: ✓#9769
APPLICATION #: _____
CASE #: _____
CC MEETING DATE: 3/19/19



**WATER/SEWER & VOLUNTARY ANNEXATION
APPLICATION**

APPLICANT INFORMATION

Owner Name: Javier and Deanna Febles
Mailing Address: 1402 S. Pike Lane
Telephone: 904-277-8123 Fax: _____
Email: Feblesdj@yahoo.com

Agent Name: _____
Mailing Address: _____
Telephone: _____ Fax: _____
Email: _____

PROPERTY INFORMATION

Street Address: 1402 S. Pike Lane
Parcel Identification Number(s): 00-00-30-0411-0009-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1 Lot 9 Oak Crest #2
Less than One (1) acre Sq. Footage: 26 One (1) Acre or Greater: _____
Existing Zoning Classification: residential general #1
Existing Future Land Use Classification: medium density

Description of Request: Annex to city sewer

SIGNATURE/NOTARY

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

2-25-19
Date

Javis Little Deane
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 25th day of Feb, 2019.

Kathy Wade
Notary Public: Signature

Kathy Wade
Printed Name

My Commission Expires

Personally Known OR Produced Identification ✓ ID Produced: FL AL

Kathy L. Wade
Notary Public
State of Florida
My Commission Expires 12/08/2019
Commission No. FF 918526
Bonded through CNA SURETY

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 25 day of Feb, 20 19 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Javier & Deanna Fables (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-0411-0009-0000

GENERALLY DESCRIBED AS: Lot 9 Oak Crest 2

ADDRESSED AS: 1402 S. Pike Lane

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective upon execution.
2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.
3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.
4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

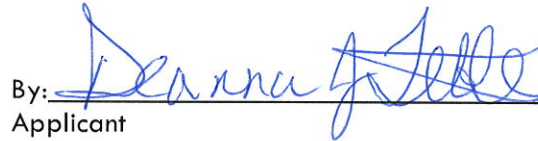
APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

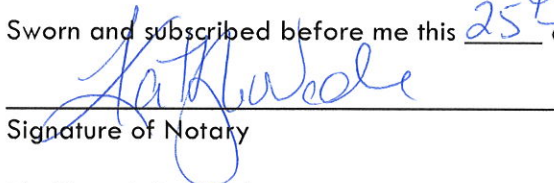
APPLICANT(S)

By: 
Applicant

By: 
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

Sworn and subscribed before me this 25th day of Feb, 2019.


Signature of Notary

My Commission Expires: _____
Type of Identification Produced FL DL

 Kathy L. Wade
Notary Public
State of Florida
My Commission Expires 12/08/2019
Commission No. FF 918526
Bonded through CNA SURETY

NASSAU
A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search

Sales Search

Nassau Home

OWNER NAME FEBLES JAVIER A & DEANNE J
MAILING ADDRESS 1402 S PIKE LN

LOCATION ADDRESS FERNANDINA BEACH, FL 32034
1402 SOUTH PIKE LN
FERNANDINA BEACH 32034
SHORT LEGAL LOT 9 IN OR 564/1197 OAK CREST #2
PBS/204

PARCEL NUMBER 00-00-30-0411-0009-0000
TAX DISTRICT UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
MILLAGE 15.3904
PROPERTY USAGE SINGLE FAMILY
DEED ACRES 0
HOMESTEAD Y
PARCEL MAP RECORD [MAP THIS PARCEL](#)
TAX COLLECTOR SEARCH [NASSAU TAX COLLECTOR LINK](#)
PROPERTY RECORD CARD [LINK TO PROPERTY RECORD CARD \(PDF\)](#)

2018 Certified Values

JUST VALUE OF LAND	\$70,000
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$142,017
TOTAL MISC VALUE	\$3,461
JUST OR CLASSIFIED TOTAL VALUE	\$215,478
ASSESSED VALUE	\$116,019
EXEMPT VALUE	\$50,000
TAXABLE VALUE	\$66,019

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR 000100	1	LT	13-2N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SNGL FAM	2,316	1,728	4	2	AVERAGE	FACE BRICK	AIR DUCTED	FORCED AIR	1989	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
CONCRETE A	0 X 0	1048	1989
CONCRETE A	16 X 12	192	1993
CONCRETE A	0 X 0	228	1993

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
03/08/1989	564/1197	564/1197	88400	WD	Q	Y	MASTER CRAFT PROP	FEBLES JAVIER & D
11/30/1988	558/11	558/11	57000	WD	U	N	MIDLAND PROPERTIES	MASTER CRAFT PROP

NASSAU
A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search

Sales Search

Nassau Home

OWNER NAME FEBLES JAVIER A & DEANNE J
 MAILING ADDRESS 1402 S PIKE LN
 FERNANDINA BEACH, FL 32034
 LOCATION ADDRESS 1402 SOUTH PIKE LN
 FERNANDINA BEACH 32034
 SHORT LEGAL LOT 9 IN OR 564/1197 OAK CREST #2
 PBS/204

PARCEL NUMBER 00-00-30-0411-0009-0000
 TAX DISTRICT UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
 MILLAGE 15.3904
 PROPERTY USAGE SINGLE FAMILY
 DEED ACRES 0
 HOMESTEAD Y
 PARCEL MAP RECORD [MAP THIS PARCEL](#)
 TAX COLLECTOR SEARCH [NASSAU TAX COLLECTOR LINK](#)
 PROPERTY RECORD CARD [LINK TO PROPERTY RECORD CARD \(PDF\)](#)

2018 Certified Values

JUST VALUE OF LAND	\$70,000
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$142,017
TOTAL MISC VALUE	\$3,461
JUST OR CLASSIFIED TOTAL VALUE	\$215,478
ASSESSED VALUE	\$116,019
EXEMPT VALUE	\$50,000
TAXABLE VALUE	\$66,019

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR 000100	1	LT	13-2N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SNGL FAM	2,316	1,728	4	2	AVERAGE	FACE BRICK	AIR DUCTED	FORCED AIR	1989	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
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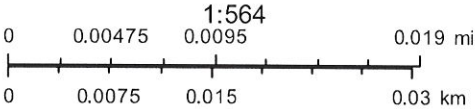
Sales Information

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11/30/1988	558/11	558/11	57000	WD	U	N	MIDLAND PROPERTIES	MASTER CRAFT PROP

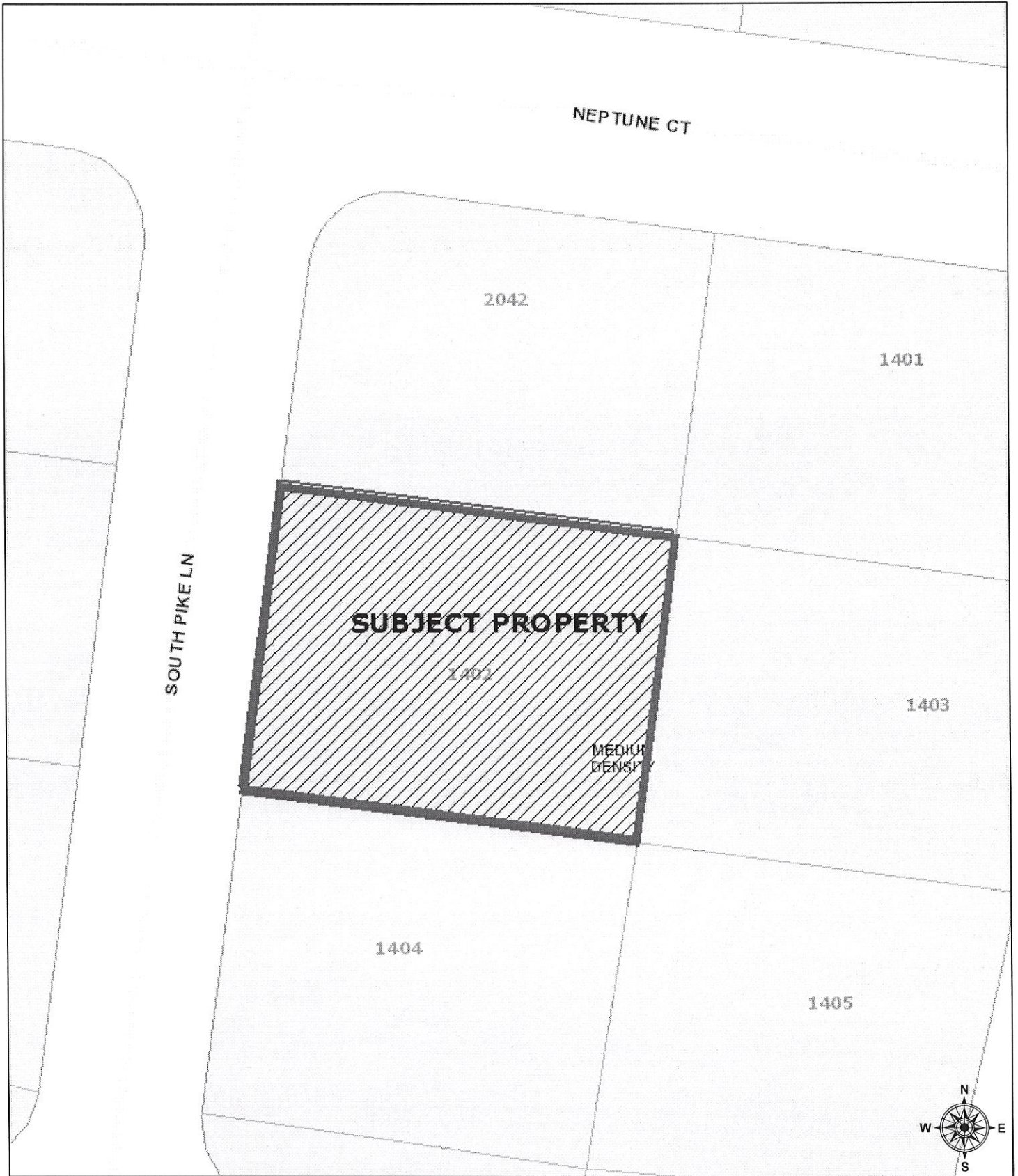
1402 S. PIKE LANE



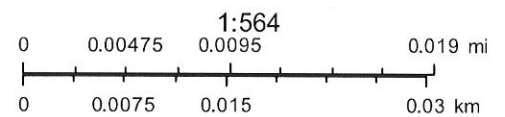
February 22, 2019



1402 S. PIKE LANE-FLUM



February 22, 2019



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-34
Budget Amendments / Future Revenue Direction - HDC Trust Fund & Tree Trust Fund

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-34

SYNOPSIS: According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500.

As of September 30, 2018, the Historic District Trust Fund has a fund balance in account, 001 24190, in the amount of \$3,780 with nominal revenue accruing over the past thirteen years to provide meaningful preservation activities and outreach within the historic district.

Anticipated revenue generated by the Historic District Certificate of Approval process, deposited into the following accounts totals approximately \$15,000 in FY 2018/2019: HDC Application Fee, 001 32924, HDC Variance, 001 32931, and HDC Trust, 001 36999.

As of September 30, 2018, the Tree Trust Fund has a fund balance in account, 001 24100, in the amount of \$108,617.36 with only a partial amount of revenue being diverted from tree removal fees to this account to support urban forestry activities over the past thirteen years.

Anticipated revenue generated by tree removal permit fees, deposited into account Tree Trust Fund, 001 32219, totals approximately \$30,500 in FY 2018/2019.

FISCAL IMPACT: Past and future revenues (generated by Historic District Certificates of Approval) currently deposited into accounts: HDC Application Fee, 001 32924, HDC Variance, 001 32931, and HDC Trust, 001 36999, be transferred to a new special revenue fund called HDC Trust Special Revenue Fund (Fund 126). The fund balance of \$3,780 currently in account, 001 24190, will also be transferred to HDC Trust Special Revenue fund, account, 126 38910. Future revenues will be deposited into accounts: HDC Application Fee, 126 32924, HDC Variance, 126 32931, and HDC Trust, 126 36999.

Past and future revenues (generated by tree removal permit fees) deposited into Tree Removal Fees and Penalties account, 001 32219, be transferred to a new special revenue fund called the Tree Trust Special Revenue Fund (Fund 125). The fund balance of \$108,617.36 currently in the Tree Trust account, 001 24100, will also be transferred to the Tree Trust Special Revenue Fund, account, 125 38910. Future revenues will be deposited into Tree Removal Fees and Penalties account, 125 32219.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-34.

Kelly Gibson, AICP, Planning Director	3/4/2019
Pauline Testagrose, Comptroller	3/4/2019
Nicole Bednar, Administrative Services Manager	3/4/2019
Dale Martin, City Manager	3/5/2019
Tammi E. Bach, City Attorney	3/8/2019
Katie Newton, Legal Assistant	3/8/2019

Date: February 20, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

RESOLUTION 2019-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019; DIRECTING ALL FUTURE REVENUES GENERATED FROM HISTORIC DISTRICT CERTIFICATES OF APPROVAL AND TREE REMOVAL FEES, FINES, OR PENALTIES TO THE ASSOCIATED SPECIAL REVENUE TRUST FUND ACCOUNTS AND THEIR ASSOCIATED ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, as of September 30, 2018, the Historic District Trust Fund has a fund balance in account, 001 24190, in the amount of \$3,780 with nominal revenue accruing over the past thirteen years to provide meaningful preservation activities and outreach within the historic district; and

WHEREAS, anticipated revenue generated by the Historic District Certificate of Approval process, deposited into the following accounts totals approximately \$15,000 in FY 2018/2019: HDC Application Fee, 001 32924, HDC Variance, 001 32931, and HDC Trust, 001 36999; and

WHEREAS, as of September 30, 2018, the Tree Trust Fund has a fund balance in account, 001 24100, in the amount of \$108,617.36 with only a partial amount of revenue being diverted from tree removal fees to this account to support urban forestry activities over the past thirteen years; and

WHEREAS, anticipated revenue generated by tree removal permit fees, deposited into account Tree Trust Fund, 001 32219, totals approximately \$30,500 in FY 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 that a Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The HDC (Historic District Certificates of Approval) has been accounted for in the General Fund (001) and should be accounted for in a special revenue fund called HDC Special Revenue Fund (126). The past and current revenues (generated by Historic District Certificates of Approval) currently are deposited into revenue accounts in the General Fund: 001 32924, 001 32931, 001 36999, and should be deposited into the HDC Special Revenue Fund accounts 126 32924, 126 32931 and 126 36999. The net of revenues less expenses of the prior years' have a balance of \$3,780 and have been carried forward in the General Fund in a fund balance account 001 24190. This fund balance will be transferred to HDC Trust Special Revenue Fund, Fund Balance account, 126 38910. Future revenues will be deposited into the HDC Trust Special Revenue accounts: HDC Application Fee, 126 32924, HDC Variance, 126 32931, and HDC Trust, 126 36999.

SECTION 2. The City Commission hereby approves that a Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities

or objectives. The Tree Trust has been accounted for in the General Fund (001) and should be accounted for in a special revenue fund called Tree Trust Special Revenue Fund (125). The past and current revenues (generated by Tree Removal Fees and Penalties) currently are deposited into the General Fund (001) revenue account, 001 32219 and should be deposited into the Tree Trust Special Revenue Fund (125) account 125 32219. The net of revenues less expenses of the prior years' have a balance of \$108,617.36 and has been carried forward in the General Fund in a fund balance account 001 24100. This fund balance will be transferred to the Tree Trust Special Revenue Fund (125), Fund Balance account, 125 38910. Future revenues will be deposited into the Tree Trust Special Revenue account, Tree Removal Fees and Penalties account, 125 32219.

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

ADOPTED this 19th 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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING A TRUST FUND TO PRESERVE THE HISTORIC DISTRICT; PROVIDING FOR CONTRIBUTIONS TO THE FUND; PROVIDING FOR APPROPRIATE EXPENDITURES FROM THE FUND AND PROVIDING A METHOD TO RECOMMEND EXPENDITURES FROM THE FUND; PROVIDING FOR SEVERANCE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the historic district of Fernandina Beach is nationally recognized, and an asset to the City; and

WHEREAS, the City desires to protect the historic district from deterioration; and

WHEREAS, the Port of Fernandina is also adjacent to the historic district, and realizes the importance of the historic district to the City and to the continued operation of the Port; and

WHEREAS, the City desires to establish a trust fund in which to fund projects which may be needed to improve or enhance the historic district, and to authorize a one time contribution to the fund. The City Commission may also authorize other funds to be earmarked for the trust fund; and

WHEREAS, the Port of Fernandina will make a one-time contribution to the fund, and may make other contributions to the fund if necessary; and

WHEREAS, the Historic District Council will be asked to recommend projects to the City Commission for funding.

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

SECTION 1. ESTABLISHING THE FERNANDINA BEACH HISTORIC DISTRICT TRUST FUND, ESTABLISHING THE INITIAL AND FUTURE FUNDING FROM THE HISTORIC DISTRICT FEES AND OTHER SOURCES PROPOSED, AND PROVIDING A METHODOLOGY TO RECOMMEND SPECIFIC PROJECTS FOR CONSIDERATION.

1. There is hereby established a trust fund called the **FERNANDINA BEACH HISTORIC DISTRICT TRUST FUND**. The fund shall be maintained among the other funds of the City of Fernandina Beach, and shall be used to support the enhancement and continued vitality of the downtown historic district.
2. The City of Fernandina Beach hereby authorizes the transfer of five thousand dollars (\$5,000) into the fund for the initial year, Fiscal Year 2004-2005.
3. The Port of Fernandina has agreed to deposit five thousand dollars (\$5,000) into the trust fund within fifteen (15) days of the effective date of this ordinance.
4. During the budget process on an annual basis, the City Commission may recommend including a percentage of any of the following fees be deposited into the trust fund for specific projects. Fees that may be earmarked include, but are not limited to, the following:
 - i. fees generated from applications for certificates of appropriateness;
 - ii. fines collected for violations of code within the historic district, violation of certificate of appropriateness, and/or failure to procure certificates of appropriateness;
 - iii. permit fees and fines related to the Tree Ordinance within the Historic District;
 - iv. proceeds from the sale of copies of any publications produced by the city related to the Historic District, such as the guidelines; and

- v. a percentage of the revenue in lieu of taxes paid by the Port of Fernandina.
5. The fund may also receive grant funds and donations from organizations or members of the public who desire to promote the city's historic district and architectural heritage.
6. The fund may be used to pay for specific projects, which could include but are not limited to the following:
 - i. To provide a match for appropriate grants;
 - ii. To fund periodic architectural surveys;
 - iii. To erect or replace authorized historic markers;
 - iv. To provide funding for a community grants program administered by the Historic District Council;
 - v. To fund periodic Historic District traffic surveys;
 - vi. To purchase maps, databases, print materials and other tools to assist the Council in discharging its duties in the most knowledgeable manner;
 - vii. To offer seminars or educational programs to benefit property owners and residents in the Historic District;
 - viii. To fund other reasonable and proper efforts to enhance the Historic District.
7. The Historic District Council's charge is to "safeguard the heritage of this city by preserving and regulating work on [the city's] historic landmarks, sites, archeological sites, buildings, structures, monuments, neighborhoods, areas and districts which reflect the elements of the city's cultural, social, economic, political and architectural history." Recommendations for funding specific projects from the Trust Fund shall be made by the Historic District Council, and shall be forwarded to the City Commission as part of the budget through the Community Development Department's budget.

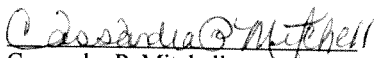
SECTION 2. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

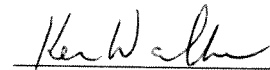
SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this 19th day of July 2005.

ATTEST:

CITY OF FERNANDINA BEACH


Cassandra P. Mitchell
City Clerk


Ken Walker
Commissioner-Mayor

Date of First Reading:	June 21, 2005
Date of Publication:	July 6, 2005
Date of Second Reading and Public Hearing:	July 19, 2005
Date of Adoption:	July 19, 2005

Historic Preservation Trust Fund in the Comprehensive Plan

Policy 11.03.09.

The City shall activate the Historic Preservation Trust Fund during the annual budget process in order to provide for activities as authorized by Ordinance 2005-20.

Policy 11.03.10.

The City shall pursue strategies and incentives for property owners that will lead to the preservation, as opposed to the demolition, of buildings located in designated historic districts, including but not limited to, utilizing the Historic Preservation Trust Fund to provide financial and educational opportunities for historic property owners.

Policy 11.04.03.

The City shall evaluate incentives and identify partners that may allow the City and its partners to assist historic property owners with maintenance and preservation of their properties.

Policy 11.04.04.

The City shall utilize a portion of the dedicated funds from the Historic Preservation Trust Fund to provide for small grants to historic district property owners to assist in maintenance and preservation efforts.

PLANNING

Current Fee:

Proposed Fee:

Board of Adjustment

Administrative Appeal	\$450.00	\$450.00
Variance - <u>Residential</u>	\$650.00	<u>\$850.00</u>
Variance - Non-Residential		<u>\$1,000.00</u>

Historic District Council

**Request to have 100% of all funds
collected deposited in Historic District
Trust Fund. -Needs resolution to be filed.*

Certificate of Approval: Staff	\$15.00	<u>\$20.00</u>
Certificate of Approval Board - Residential	\$150.00	<u>\$200.00</u>
Certificate of Approval Board - Commercial	\$200.00	<u>\$250.00</u>
Demolition of Primary Structure - Non-Contributing	\$300.00	\$300.00
Demolition of Primary Structure - Contributing	\$750.00	\$750.00
Variance - <u>Residential</u>	\$650.00	<u>\$850.00</u>
Variance - Non-Residential		<u>\$1,000.00</u>
After-the-fact approval for Board C.O.A.	\$750.00	\$750.00
After-the-fact approval for Staff C.O.A.	\$50.00	\$50.00
<u>Newsrack Fee (New Location)</u>		<u>\$15.00</u>
<u>Newsrack Fee (Annual Renewal)</u>		<u>\$15.00</u>

Planning Advisory Board

Large Scale Future Land Use Map Amendment	\$1,600.00	<u>\$2,000.00</u>
Small Scale Future Land Use Map Amendment	\$850.00	<u>\$1,000.00</u>
Comprehensive Plan Text Amendment	\$850.00	<u>\$1,700.00</u>
Change of Zoning Designation: Large Scale	\$1,600.00	<u>\$2,000.00</u>
Change of Zoning Designation: Small Scale	\$850.00	<u>\$1,000.00</u>
Change of Use Determination Letter	\$50.00	\$50.00
Text Change to Land Development Code <u>Text Amendment</u>	\$850.00	<u>\$1,000.00</u>
Water/ Sewer Agreement	\$300.00	\$300.00
Voluntary Annexation	\$1,050.00	<u>\$1,500.00</u>
Development of Regional Impact:		

Amend Development Order	\$1,000.00	
Development of Regional Impact: <i>*Florida Law governing DRI's was repealed in 2015. "Sector Plans" now handled as Coordinated State Review Processes as a Comprehensive Plan amendment.</i>		
New Application	\$5,000.00	
Re-Plat / Preliminary Plat (<u>less than 20 units</u>)	\$750.00	<u>\$1,000.00</u>
Re-Plat / Preliminary Plat (<u>20+ units</u>)		<u>\$1,600.00</u>
Re-Plat / Final Plat	\$850.00	\$850.00
Vacate/ Open Public right-of-way	\$850.00	<u>\$1,700.00</u>
<u>New Telecommunications Structure</u>		<u>\$2,000.00</u>
<u>Collocation or Modification of Existing Structure</u>		<u>\$1,000.00</u>
<u>Small Cell outside ROW (per application)</u>		<u>\$500.00</u>
Telecommunication Towers	\$200.00	
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$300.00	<u>\$400.00</u>
<u>Technical Review Committee</u>		
TRC Engineering Review (consultant hourly rate)	\$125.00	\$125.00
TRC Staff Review Application Fee:	No fee for Pre-application submittals	No fee for Pre-application submittals
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project construction cost (maximum \$3,000.00)	construction cost (maximum \$3,000.00)
3 rd and subsequent resubmittals	\$400 each	\$400 each
<u>Site Infrastructure Permit (formerly Site Infrastructure and</u>		
<i>*Item moved from Building Fees into Planning as this is a fee that should be deposited into the General Fund and not restricted.</i>		
First \$1,000 of job cost	\$160.00	\$160.00
Plus for each additional \$1,000 of job cost	\$14.00	\$14.00
<u>Tree Protection and Site Inspection Fee</u>		<u>\$25.00</u>

Tree Removal Permit Fees

**Request to have 100% of all tree funds collected, deposited into the Tree Trust Fund. Requires resolution to amend.*

Fees:

Base Fee, up to 3 trees	\$100.00	<u>\$300.00</u>
Each Additional Tree	\$35.00	<u>\$85.00</u>
Maximum Fee (less than 5 acres)	\$5,000.00	<u>\$15,000.00</u>
Maximum Fee (greater than 5 acres)	\$10,000.00	<u>\$30,000.00</u>
In Lieu Fee	\$85 per inch (based on planting a 3" tree = \$255)	\$85 per inch (based on planting a 3" tree =

**Request to have 100% of all funds collected returned to General Fund and not restricted.*

Zoning Review Permit

Non-structural fence	\$50.00	
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-al	\$50.00 (all others require General Building Permit + fees)	<u>\$100.00</u> (all others require General Building Permit + fees)
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$50.00 (all others require General Building Permit + fees)	<u>\$100.00</u> (all others require General Building Permit + fees)
After-the-Fact Zoning Permit	\$100.00	<u>\$200.00</u>

Administrative

<u>Plan Review (as connected to issuance of building permits)</u>		<u>\$100.00</u>
DEP Letter plus 1 Revision	\$100.00	\$100.00
DEP Letter – 2nd and later Revisions	\$25.00	\$25.00
Zoning sign off for alcoholic beverage license	\$25.00	\$25.00

Ordinance 2018-21
Exhibit "A"

Zoning Certification Letter	\$25.00	<u>\$75.00</u>
Due Diligence Letter	\$250.00	\$250.00
Minor Subdivision/ Lot Line Adjustment	\$400.00	\$400.00
Context Sensitive Review Determination	\$250.00	<u>\$400.00</u>
NSF Check Fee (up to)	\$40.00	\$40.00
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	\$25.00
Land Development Code	\$35.00	\$35.00
CRA Design Guidelines	\$25.00	\$25.00
Design Guidelines for Downtown or Old Town	\$25.00	\$25.00
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	\$25.00 flat fee + cost of copies
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	\$2.00
Map: 11 x 17	\$5.00	\$5.00
Map: 17 x 22 (black and white only)	\$10.00	\$10.00
Map: 24 x 36 (black and white only)	\$20.00	\$20.00
Map: 34 x 42 (black and white only)	\$40.00	\$40.00
Additional Map copies	1/2 Price	1/2 Price
SHAPE Files	\$35.00	\$35.00
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$200.00	<u>\$400.00</u>
<u>Administrative Waiver (Tree Protection)</u>		<u>\$25.00</u>
Traffic Concurrence (NEFRPC)		requirement to obtain a traffic study prepared by applicant and reviewed by appropriate agencies
	\$900.00 \$1,100.00	
Amendment to Development Order	1/2 of original application fee	1/2 of original application fee
Planning/Zoning Construction Plan Review		<u>150- *Under Consideration by PAB</u>
	\$50.00	
Parking in Lieu Fee (surface space)	\$1,500.00	<u>\$2,000.00</u>
<u>Parking in Lieu Fee (structured space)</u>		<u>\$9,000.00</u>

Temporary Use

As provided in LDC Section 5.02.00

Seasonal Sales	\$100.00	\$100.00
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	\$25.00
Construction Trailer / Model Home / Sales Office	\$100.00	\$100.00
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal F	\$100.00 + \$35.00 + \$25.00	\$100.00 + \$35.00 + \$25.00

Signs

**Moved from building- this is for non structural signs or separate from a building permit fee*

Value of sign:

\$0-\$100.00	\$60.00	\$60.00
\$101.00-\$500.00	\$70.00	\$70.00
\$501.00-\$1,000.00	\$80.00	\$80.00
plus for each \$1,000.00	\$7.00	\$7.00
30-Day Temporary Banner	\$30.00	\$30.00
Pickup of Illegal Signs	\$25.00	\$25.00
Centre Street Directional Sign	\$20.00	\$20.00

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-51
Award of ITB #18-26 - All Pro Services LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-51

SYNOPSIS: The Martin Luther King, Jr. (MLK) basketball court and goals are in need of replacement. This project was bid and only one bid was received from All Pro Surfaces LLC.

All Pro Surfaces LLC proposed a cost of \$34,300 to remove and replace the court and the cost for the new goals, which is a Bid Alternate, is \$7,792. Specifications are attached. Staff recommends the approval of this project.

FISCAL IMPACT: Funds are available for this project in Capital Improvements, MLK Improvements account, 3007225 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-51.

Nan Voit, Parks & Recreation Director 2/26/2019

Dale Martin, City Manager 3/7/2019

Pauline Testagrose, Comptroller 3/7/2019

Tammi E. Bach, City Attorney 3/8/2019

Date: February 21, 2019

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB #18-26 TO ALL PRO SURFACES LLC FOR THE REPLACEMENT OF THE MARTIN LUTHER KING, JR (MLK) BASKETBALL COURT AND GOALS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach budgeted for the replacement of the MLK basketball court and goals in FY 2018/2019; and

WHEREAS, bids were due on February 20, 2019, only one bid was received from All Pro Surfaces LLC in the amount of \$34,300 with a bid alternate for the goals in the amount of \$7,792 (total cost of \$42,092); and

WHEREAS, funding for the replacement of this court and goals is available in Capital Improvement, MLK Improvements account, 3007225 56300.

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

SECTION 1. The City Commission hereby awards ITB #18-26 and approves the agreement, attached hereto as Exhibit "A", with All Pro Surfaces LLC for the replacement of the MLK basketball courts and goals.

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

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

ADOPTED this 19th day of March, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH

**CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

This **AGREEMENT** made on the _____ day of March in the year of 2019, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, (insert Name, Address, City, State, Zip)

PROJECT: MLK Basketball Court Removal and Replacement ITB #18-26

CONTRACTOR: All Pro Surfaces LLC

ARCHITECT/ENGINEER:

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach **Bid Number 18-26**. Documents comprising **Bid Number 18-26** are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the Contractor is a representation that the Contractor has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents.

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.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work described in the Contract Documents, Summary of Work.

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the Owner and communicated to the Contractor in a Notice to Proceed (NTP) sent by registered mail to the Contractor's place of business not later than 30 days following execution of the Contract, or receipt of all insurance certificates, bonds, and Schedules of Values required by the Contract, whichever is later. Failure to provide the required insurance or bonds within ten (10) days of the Award of Bid shall constitute a delay by the Contractor in honoring his Bid.

The Contractor will not commence Work on the project until receiving a Notice to Proceed from the Owner.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (15) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than **45** consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (15) days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of **\$42,092.00 (includes Two Tyrant Impervia Goals Installed)** subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The Contractor and Owner mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed; by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of Five Thousand Dollars (\$5,000) and One Thousand Dollars (\$1,000.00) per calendar day from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of Two Thousand Dollars (\$2,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticably and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount

of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to reinspection fees as set forth in the specifications.

In addition to liquidated damages, should the Owner become liable for additional architectural fees due to delays by the Contractor which extend construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive. The exact form used and its titling of such change order shall be as determined by the Owner.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Architect/Engineer not later than the 15th day of the month, the Owner shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the Architect/Engineer after the Application date fixed above, payment shall be made 15 days after the Architect/Engineer received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

Add that portion of the Contract Amount properly allocable to materials and equipment delivered and stored at the Project Site for subsequent incorporation into the Work, less retainage of 10%.

Subtract the aggregate of previous payments made by the Owner.

The progress payment amount shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount, less such amounts as the Architect/Engineer and Owner shall determine for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed and accepted by the Owner. Final payment shall be contingent upon the Contractor providing all warranties, guaranties and waivers of liens required under the Project Closeout Section of the Specifications. Furthermore, payment shall be made in accordance with the Florida Prompt Payment Act applicable to local governments.

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the Architect/Engineer a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer or Owner may require. This Schedule of Values shall be reviewed by the Architect/Engineer and approved by the Owner, and shall be used as the basis for reviewing the Contractor's Applications for Payment.

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Architect/Engineer an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment

suitably stored off the site.

Applications for Payment shall not include:

- Request payments on account of changes in the Work which have not been approved by the Owner in a Change Order; and
- Payment of amounts the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all work, equipment and materials included in the Application for Payment are to the best of the Contractor's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a Contractor's Application for Payment, the Architect/Engineer, in consultation with the Owner, will issue a Certificate for Payment for an amount the Architect/Engineer and Owner determines is due, or notify the Contractor in writing of the reasons for withholding certification. A Certificate for Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding A Certificate for Payment

The Architect/Engineer or Owner may withhold approval of a Certificate for Payment or, because of subsequent events, may nullify a prior approval of payment in whole or in part if in the Architect/Engineer's or Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Architect/Engineer or Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate of Payment for the amount to which the Architect/Engineer and Owner are able to certify payment. Certification may be withheld for these reasons:

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Architect/Engineer and Owner will certify amounts previously withheld.

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

The Contractor may terminate the Contract if work is stopped for a period of 60 days or longer for the following reasons:

- Issuance of a Stop Work Order by a court regulatory agency having jurisdiction over the project; or
- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the Contractor shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by The Owner For Cause

The Owner may terminate the Contract due to the Contractor's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, ordinances or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

- Take possession of the site and materials, equipment, tools, and machinery therein owned by the Contractor;
- Accept assignment of Subcontracts; and
- Finish the work by whatever means are available to the Owner.

Should the Work be terminated according to this section the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the Contractor amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Architect/Engineer and accepted by the Owner. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's costs have been established, and to apply such amounts to such costs.

Should the Owner's termination of the Contractor for Cause be challenged, and should such challenge prevail, then the Owner's termination of the Contractor shall be deemed to have been a Termination for Convenience, and Contractor's entitlement to compensation shall be determined in accordance with paragraph 3 below.

3. Termination by the Owner for Convenience

The Owner may, without cause, order the Contractor in writing to suspend, delay or terminate the Work in whole or in part for such period of time the Owner may determine. The Owner shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the Contractor is responsible or attributable.

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs). Contractor shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, lost profit on under-performed portions of the work, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity, lost or reduced bonding capacity.

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

The Architect/Engineer will provide project management services as described in the Contract Documents, and will serve as the Owners representative during construction, and until final payment is certified. The Architect/Engineer will consult with and advise the Owner. The Architect/Engineer will have the authority to act on behalf of the Owner only to the extent as provided in the Contract documents.

The Architect/Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, Contractor, Subcontractors, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Architect/Engineer's obligations are to the Owner, and in performing such obligations the Architect/Engineer may consequently alter the burdens and expense of such other parties. If the Contractor claims additional cost or time on account of the Architect/Engineers performing such obligations, the Contractor shall give notice as provided in Article 13.

The Owner and Contractor shall communicate through the Architect/Engineer. Communications by and with the Architect/Engineer and Architect/Engineer's consultants shall be through the Architect. Communications by and with subcontractors and suppliers shall be through the Contractor. Communication by and with other Contractors working on the site which are not parties to this Agreement shall be through the Owner.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Architect undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the Contractor's responsibility.

3. Review and Approval of Contractor's Submittals

The Architect will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of checking for compliance with the Contract Documents. The Architect's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

The Architect's approval of a submittal which contains a deviation which has not been specifically called to the Architect's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Architect or Owner unless the Architect makes specific written acceptance of said deviation on the Architect's letterhead or Owner makes specific written acceptance of said deviation on the Owner's letterhead.

4. Interpret Plans

The Architect will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Architect's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 days from the date of written request.

Interpretations of the Architect will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Architect may, as the Architect judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the Contractor, and provided such drawings or information are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Architect will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive which shall be immediately binding on the Contractor upon receipt.

6. Certifying Applications for Payment

Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review amounts due the Contractor and will, upon approval by Owner, issue Certificates for Payments.

7. Preparing Change Orders

The Architect will prepare Change Orders for approval by the Owner.

8. Substantial Completion and Acceptant Reviews

The Architect will conduct inspections, and if Work is found Substantially Complete by the Owner and Architect, establish the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner for the Owners' review, project records, written warranties and related documents required by the Contract and assembled by the Contractor. The Architect will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the Owner.

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Architect and Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations.

Information or services requested by the Contractor and under the Owner's control shall be promptly supplied to the Contractor in order to promote orderly progress of the Work. Such information and services will be provided to the Contractor free, unless otherwise provided in the Contract Documents.

The Owner will furnish the Contractor, free of charge, a maximum of ten sets of Construction Documents.

The Owner disclaims any responsibility for information not expressly set forth in the plans or specifications. Therefore, the Owner shall not be responsible for archived information or other information that may be in the Owner's possession or control, but which has not been utilized by the Project Architect and expressly contained, depicted, or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. Owner's Right to Stop Work

If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the Owner may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by the default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Agreement and requirements of the Contract Documents, the Owner's interpretation will prevail.

7. Approving Substantial Deviations

The Owner will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the Intent of the Contract Documents.

8. Owner's Right to Expedite Schedule

If Owner determines, in its reasonable opinion, that the performance of the Work as of any date during construction has not progressed or reached the level of completion required by the Contract Documents and/or the construction schedule acceptable to Owner, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by Owner pursuant to this paragraph. The Owner may exercise the rights furnished hereunder or specifically pursuant to this paragraph as frequently as Owner deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule and the Contract Documents.

Such changes shall be affected by a Change Order signed by the Contractor, Architect, and the Owner.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report to the Architect any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic

conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Architect.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or, the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Architect a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Architect. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The Contractor shall maintain the following project records at the project site:

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples

- Required Submittals
- Superintendent's Log

Records shall be maintained in good order and, marked to reflect current changes and selections made during the construction process.

Records shall be available to the Architect and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Architect; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Architect prior to their implementation. The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Architect. Such Work shall be accomplished in accordance with approved Submittals.

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor, or for the Contractor by a Subcontractor or Supplier of the Contractor. The Architect shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Architect's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner or Architect.

By submitting the materials described above to the Architect for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Architect makes specific written acceptance of said deviations on the Architect's letterhead.

11. Use of the Project Site

The Contractor shall confine operations to the Site as designated by the Owner, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The Contractor is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The Owner will be responsible for resolving disputes between the Contractor and other Contractors with which the Owner has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The Contractor shall keep the premises and surrounding area reasonably free of rubbish, waste materials, or debris caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the Owner's satisfaction. Should the Contractor fail to clean up as provided in the Contract Documents, the Owner may do so and the cost charged to the Contractor through a deductive Change Order or Construction Change Directive.

13. Observations and Inspections

The Contractor shall provide Owner and Architect access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Architect's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

If a portion of the Work has been covered for which the Owner or Architect has not specifically requested prior observation, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the Owner and implemented through a Change Order recommended by the Architect and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or

necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such Termination has been exercised by the Owner.

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection, and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratories or entities designated by the Owner. The Owner shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the Contractor shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the Architect

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the Contractor will furnish in writing to the Architect the names of persons or entities, including Subcontractors, material suppliers, equipment suppliers, and fabricators proposed for Principal Portions of the Work. After conferring with the Owner, the Architect will promptly inform the Contractor in writing whether or not there are reasonable objections to the any of the proposed persons or entities unto which the Contractor proposes to enter into an Agreement.

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate Agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, under this Agreement, assumes toward the Owner.

Each Subcontract shall preserve and protect the right of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the Contractor that the Contractor has against the Owner.

In all Contracts between the Contractor and Subcontractor, suppliers, or fabricators, the Owner will be named as third party beneficiary.

Each Subcontract for a portion of the Work is assigned by the Contractor to the Owner under these conditions:

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

The Owner reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with Owner's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Architect apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order or Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Architect. A Construction Change Directive signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Architect, Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)
- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Architect. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Architect plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-contractor, seven and one-half percent (7-1/2%) of the amount due the Sub-contractor.

6. Changes in Contract Time

Changes in Contract Time shall be granted only by Construction Change Order. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the Contractor is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion the Contractor shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The Owner shall determine the criteria for establishing "rain days".

8. Contractor's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor, Architect, and Owner.

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 days after the occurrence of the event giving rise to such Claim or within 14 days after the Contractor would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of Contractor Claims shall be complete. Written notice which is incomplete and only partially identifies a claim, with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Architect of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Architect will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the Contractor in writing stating the reasons.

4. Claims for Additional Time

Claims for an increase in Contract Time will be made by the Contractor by presenting a "Request for Delay" (RFD) form to the Architect within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. RFD forms will be supplied to the Contractor by Owner or the Architect.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Architect or attributable to the Owner or the Architect, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

Owner's liability to Contractor for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract including, but not limited to, claims for payment by Owner of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by Article 12-4 and must be submitted in strict accordance with the following provisions:

All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;

- Contractor must submit a Notice of Claim to the Owner and to the Architect within fourteen days (14) of when the Contractor was, or

- should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to the Architect and Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner, in consultation with the Architect, shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Architect shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is to be asserted, it shall be filed as a Claim pursuant to the conditions of this Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The Owner may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the Owner may make payment to the Contractor up to the pro-rated amount of the Contract Amount which is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage or, a lesser retainage, at the sole discretion of the Owner.

Further, the parties agree that in the event the Owner releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the Contractor agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the Owner.

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Architect will make an inspection, and with the approval of the Owner, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect.

The Contractor may request additional inspections by the Architect as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and shall establish responsibilities of the Owner and Contractor for:

- Security
- Maintenance
- Water, sewer, electric and other utilities
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the Contractor shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor, certification by the Architect, and approval by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Architect shall promptly inspect the Work. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect shall issue a Certificate for Final Payment.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall be due until the Contractor executes and presents to the Owner a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the Owner. Acceptance of final payment by the Contractor shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations

Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not necessarily limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

3. Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, 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, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor'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 the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such 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.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

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

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage 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 Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section 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.

3. Contractor's Insurance

The Contractor 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 Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor 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 VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner'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.

4. Loss Deductible

The Owner 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 Contractor.

5. Subcontractor's Insurance

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

6. Certificate of Insurance

The Owner shall be furnished proof of insurance coverage as follows:

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

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Owner for the protection of employees not otherwise protected.

8. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect Owner from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.

- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form issued to provide coverages on an "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

Contractor shall provide Owner with a Payment and a Performance Bond in the amount of the Contract Price within ten (10) days of the Notice of Award of Contract. Failure to provide the bond(s) shall result in this Agreement becoming null and void. No action on the part of the Owner shall be deemed to waive this requirement except a written amendment to this Agreement. Said bonds shall be in substantially the same form as in Section 255.05, Florida Statutes.

Additionally, bonds must meet the following specifications:

- The surety company shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida and be doing business in the State of Florida
- The surety company shall have a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 and 9308, Title 31, of the United States Code.
- The surety company shall be in full compliance with the provisions of the Florida Insurance Code
- The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
- The surety company shall have at least a Policy Holding's Rating of "A-" and Financial Rating of VI in the latest issue of "Best's Key Rating Guide".

Alternative forms of security as described in Section 255.05, Florida Statutes, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

The Architect shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Architect (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney 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 fees, as may be set by the Court.

6. 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.

7. 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, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner 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 Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Interlocal Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor 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 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 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.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST -Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

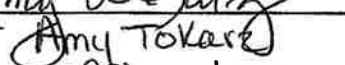
CONTRACTOR: All Pro Surfaces LLC



Contractor's Name: Michael Tokarz



Title/Officer Owner


ATTEST - 
Office Manager

APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Architect, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Architect certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Architect instructing the Contractor to change the Work.

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contract Documents.

Contractor - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the Owner agrees to pay the Contractor for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the Owner and Contractor, including: 1) the Agreement between the Owner and Contractor, 2) Bid Documents including the invitation to bid, Instructions to bidders and Contractor bid package, 3) Drawings, Specifications, Plans prepared by the Architect which describe the work to be performed, 4) addenda issued prior to execution of the Contract, 5) other documents listed in the Agreement, and 6) modifications issued after execution of the Contract, including: 1) written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the Owner and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the Owner specifying when the Contractor may begin work on the Project.

Day - As referenced in this Agreement "Day" includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Final Acceptance - The Owner's final acceptance of the work performed by the Contractor as recognized by making final and complete payment for all work intended by the Contract Documents.

Invitation to Bid - A formal solicitation issued by the City of Fernandina Beach identifying the scope, terms, conditions, and specifications of goods and services procured from private contractors.

Non-Substantial Deviation - A change in the work or - deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Architect and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples - Physical examples which illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in greater detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

Subcontractor - A person or entity who has a direct Contract with the Contractor to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work which deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The Contractor's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the Contractor or Subcontractors to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **MLK Basketball Court Remove and Replace**. A **mandatory pre-bid** meeting is scheduled for **10:00AM, January 24, 2019**.

The City will receive sealed bids at the location stated below not later than **2:00PM, February 20, 2019**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to the funds in the budget for 2018-2019.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS AND "ATTACHMENT A", "SAMPLE" CONTRACT FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 18-26** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 18-26**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies, 1 electronic copy, CD or thumb drive**), hereto attached as **"Exhibit A"**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **"Public Entity Crimes"**, herein provided as **"Exhibit B"**, **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, **"E-Verify Statement"** herein provided as **"Exhibit D"**, **"Proposer Acknowledgements and Agreements"**, herein provided as **"Exhibit E"**, **"Conflict of Interest"**, herein provided as, **"Exhibit F"**, **"Non-Collusion Affidavit"**, herein provided as **"Exhibit G"** and **"Dispute Disclosure"**, herein provided as **"Exhibit H"**.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

SCOPE OF WORK – MLK BASKETBALL COURT REMOVE AND REPLACE

Scope of Work: This work shall include City permitting and the furnishing of all labor, materials and equipment for the project located at 1200 Elm Street, Fernandina Beach, Florida.

PROJECT DESCRIPTION:

Construct a new basketball court at the Martin Luther King Jr. Recreation Center.

- Structure will be designed to meet all requirements of the Florida Building Code, 6th Edition, 2017 and the Florida Accessibility Code, 6th Edition, 2017.
- Take down bollards as needed for access around the perimeter of the court. Replace the bollards in original spots when project is completed.
- Remove the concrete slab of the 50' by 95' basketball court and two goals. Properly dispose of off-site.
- A survey crew will be required to mark the corners and elevations of the new court location.
- Remove base material to proper sub base elevations, add 6" of new lime rock, re-grade base, then compact base with a finish slope of approximately 1" in 10' for the new 60' by 94' basketball court.
- Apply one layer of virgin mix Type III asphalt to the 60' by 94' area of the court. Asphalt will be 1.5" thick after compaction. (The paved area will be a few inches larger than finished asphalt dimensions so that all sides of the court can be sawed to straight and square edges with an asphalt saw).
- Saw Edges - With an asphalt saw, cut all sides of the court and remove excess asphalt leaving an asphalt slab approximately 60' x 94'.
- Playing Surface
 - Clean court's surface of all dirt, debris and loose material.
 - Patching - Use tennis court grade fillers.
 - Fill any "birdbaths" that hold water deep enough to cover a nickel measured one hour after a rain under normal (sunshine) drying conditions.
 - Cover and fill any rough areas of asphalt.
 - The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
 - Leveling Courses - Apply two successive coats of sand-acrylic resurfacer mix to the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
 - Texture and Finish Courses - Apply two successive coats of colored, fortified Color Court Systems or Plexipave filler coat (sand-filled acrylic color-coating) to the entire prepared area with a broad squeegee according to manufacturer's recommended coverage rates.
- Finished colors will be City's choice of one from manufacturer's standard colors.
- Paint one set of regulation 2" wide white playing lines for the basketball court.
- All debris generated by this construction will be removed from the area.
- As built surveys will be required and bid submitted should include this cost.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

Bid Alternate:

- Install 2 Tyrant fixed height basketball goals
 - Backboard 42" x 72" Aluminum
 - Heavy-duty 6' 5/8" O.D. schedule 40 galvanized post
 - Nose-cone backboard mounting design with through-bolt permanently locking nose-cone to post
 - Post is buried 48" below playing surface
 - Post to backboard extension distance is 6'
 - Pole will be placed 1 foot off the asphalt allowing the hoop to sit 4' inside the baseline

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and Onvia DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weaks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Wanda Weaks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening. If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all work must be completed **within forty-five (45) calendar days of startup**.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by Parks and Recreation Director or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
2. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Parks and Recreation Director or designee.
3. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Parks and Recreation Director.
4. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
5. CONTRACTOR shall arrange with the Parks and Recreation Director or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, all replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately

CITY OF FERNANDINA BEACH, FLORIDA
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contact the CITY's Parks and Recreation Director and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.

2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.
2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the Parks and Recreation Director or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
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REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Parks and Recreation Director or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.
4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through

CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the project is complete in detail and finish, and free of hazardous conditions. The material warranty must be ten (10) years with a workmanship warrant of five (5) years.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES

See attached contract form

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
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BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
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GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type their name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

CITY OF FERNANDINA BEACH, FLORIDA
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5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, and Onvia Demandstar at www.demandstar.com.
- e. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

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BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified

Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION-CONSTRUCTION

The CONTRACTOR 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

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for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR'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 the CONTRACTOR against the City and the CONTRACTOR 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.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars.

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This includes sole proprietorships and officers of corporations who will be performing work on the job.

- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and

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shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], and [Name and address of General Contractor] and [Name and address of your company by certified mail-return receipt requested]."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

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16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/epls/search.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – MLK BASKETBALL COURT REMOVE AND REPLACE Amount \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "B"

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise

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transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

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EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE
"ATTACHMENT A"**

CITY OF FERNANDINA BEACH

"SAMPLE CONTRACT"

**CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

This **AGREEMENT** made on the _____ day of _____ in the year of 20____, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, (insert Name, Address, City, State, Zip)

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

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The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach **Bid Number** . Documents comprising **Bid Number** are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the Contractor is a representation that the Contractor has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents.

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.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work described in the Contract Documents, Summary of Work.

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the Owner and communicated to the Contractor in a Notice to Proceed (NTP) sent by registered mail to the Contractor's place of business not later than 30 days following execution of the Contract, or receipt of all insurance certificates, bonds, and Schedules of Values required by the Contract, whichever is later. Failure to provide the required insurance or bonds within ten (10) days of the Award of Bid shall constitute a delay by the Contractor in honoring his Bid.

The Contractor will not commence Work on the project until receiving a Notice to Proceed from the Owner.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (14) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (30) days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of **\$xxx,xxx** subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The Contractor and Owner mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of Five Hundred Dollars (\$500) and Eight Hundred Dollars (\$800.00) per calendar day

from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of One Thousand Dollars (\$1,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

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The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to re-inspection fees as set forth in the specifications.

In addition to liquidated damages, should the Owner become liable for additional architectural fees due to delays by the Contractor which extend construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

Both Liquidated Damages and Re-inspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive. The exact form used and its titling of such change order shall be as determined by the Owner.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Architect/Engineer not later than the 15th day of the month, the Owner shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the Architect/Engineer after the Application date fixed above, payment shall be made 15 days after the Architect/Engineer received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

Add that portion of the Contract Amount properly allocable to materials and equipment delivered and stored at the Project Site for subsequent incorporation into the Work, less retainage of 10%.

Subtract the aggregate of previous payments made by the Owner.

The progress payment amount shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount, less such amounts as the Architect/Engineer and Owner shall determine for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed and accepted by the Owner. Final payment shall be contingent upon the Contractor providing all warranties, guaranties and waivers of liens required under the Project Closeout Section of the Specifications. Furthermore, payment shall be made in accordance with the Florida Prompt Payment Act applicable to local governments.

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the Architect/Engineer a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer or Owner may require. This Schedule of Values shall be reviewed by the Architect/Engineer and approved by the Owner, and shall be used as the basis for reviewing the Contractor's Applications for Payment.

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Architect/Engineer an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for

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subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

- Request payments on account of changes in the Work which have not been approved by the Owner in a Change Order; and
- Payment of amounts the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all work, equipment and materials included in the Application for Payment are to the best of the Contractor's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a Contractor's Application for Payment, the Architect/Engineer, in consultation with the Owner, will issue a Certificate for Payment for an amount the Architect/Engineer and Owner determines is due, or notify the Contractor in writing of the reasons for withholding certification. A Certificate for Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding A Certificate for Payment

The Architect/Engineer or Owner may withhold approval of a Certificate for Payment or, because of subsequent events, may nullify a prior approval of payment in whole or in part if in the Architect/Engineer's or Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Architect/Engineer or Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate of Payment for the amount to which the Architect/Engineer and Owner are able to certify payment. Certification may be withheld for these reasons:

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Architect/Engineer and Owner will certify amounts previously withheld.

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

The Contractor may terminate the Contract if work is stopped for a period of 60 days or longer for the following reasons:

- Issuance of a Stop Work Order by a court regulatory agency having jurisdiction over the project; or
- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the Contractor shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by The Owner For Cause

The Owner may terminate the Contract due to the Contractor's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, ordinances or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

- Take possession of the site and materials, equipment, tools, and machinery therein owned by the Contractor;
- Accept assignment of Subcontracts; and
- Finish the work by whatever means are available to the Owner.

Should the Work be terminated according to this section the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the Contractor

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amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Architect/Engineer and accepted by the Owner. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's costs have been established, and to apply such amounts to such costs.

Should the Owner's termination of the Contractor for Cause be challenged, and should such challenge prevail, then the Owner's termination of the Contractor shall be deemed to have been a Termination for Convenience, and Contractor's entitlement to compensation shall be determined in accordance with paragraph 3 below.

3. Termination by the Owner for Convenience

The Owner may, without cause, order the Contractor in writing to suspend, delay or terminate the Work in whole or in part for such period of time the Owner may determine. The Owner shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the Contractor is responsible or attributable.

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs). Contractor shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, lost profit on under-performed portions of the work, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity, lost or reduced bonding capacity.

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

The Architect/Engineer will provide project management services as described in the Contract Documents, and will serve as the Owners representative during construction, and until final payment is certified. The Architect/Engineer will consult with and advise the Owner. The Architect/Engineer will have the authority to act on behalf of the Owner only to the extent as provided in the Contract documents.

The Architect/Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, Contractor, Subcontractors, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Architect/Engineer's obligations are to the Owner, and in performing such obligations the Architect/Engineer may consequently alter the burdens and expense of such other parties. If the Contractor claims additional cost or time on account of the Architect/Engineers performing such obligations, the Contractor shall give notice as provided in Article 13.

The Owner and Contractor shall communicate through the Architect/Engineer. Communications by and with the Architect/Engineer and Architect/Engineer's consultants shall be through the Architect. Communications by and with subcontractors and suppliers shall be through the Contractor. Communication by and with other Contractors working on the site which are not parties to this Agreement shall be through the Owner.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The

Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Architect undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the Contractor's responsibility.

3. Review and Approval of Contractor's Submittals

The Architect will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of

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checking for compliance with the Contract Documents. The Architect's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

The Architect's approval of a submittal which contains a deviation which has not been specifically called to the Architect's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Architect or Owner unless the Architect makes specific written acceptance of said deviation on the Architect's letterhead or Owner makes specific written acceptance of said deviation on the Owner's letterhead.

4. Interpret Plans

The Architect will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Architect's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 days from the date of written request.

Interpretations of the Architect will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Architect may, as the Architect judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the Contractor, and provided such drawings or information are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Architect will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive which shall be immediately binding on the Contractor upon receipt.

6. Certifying Applications for Payment

Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review amounts due the Contractor and will, upon approval by Owner, issue Certificates for Payments.

7. Preparing Change Orders

The Architect will prepare Change Orders for approval by the Owner.

8. Substantial Completion and Acceptant Reviews

The Architect will conduct inspections, and if Work is found Substantially Complete by the Owner and Architect, establish the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner for the Owners' review, project records, written warranties and related documents required by the Contract and assembled by the Contractor. The Architect will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the Owner.

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Architect and Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations.

Information or services requested by the Contractor and under the Owner's control shall be promptly supplied to the Contractor in order to promote orderly progress of the Work. Such information and services will be provided to the Contractor free, unless otherwise provided in

the Contract Documents.

The Owner will furnish the Contractor, free of charge, a maximum of ten sets of Construction Documents.

The Owner disclaims any responsibility for information not expressly set forth in the plans or specifications. Therefore, the Owner shall not be responsible for archived information or other information that may be in the Owner's possession or control, but which has not been utilized by the Project Architect and expressly contained, depicted, or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

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4. Owner's Right to Stop Work

If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the Owner may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by the default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Agreement and requirements of the Contract Documents, the Owner's interpretation will prevail.

7. Approving Substantial Deviations

The Owner will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the Intent of the Contract Documents.

8. Owner's Right to Expedite Schedule

If Owner determines, in its reasonable opinion, that the performance of the Work as of any date during construction has not progressed or reached the level of completion required by the Contract Documents and/or the construction schedule acceptable to Owner, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by Owner pursuant to this paragraph. The Owner may exercise the rights furnished hereunder or specifically pursuant to this paragraph as frequently as Owner deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule and the Contract Documents.

Such changes shall be affected by a Change Order signed by the Contractor, Architect, and the Owner.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report to the Architect any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material

shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to

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make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Architect.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or, the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Architect a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Architect. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The Contractor shall maintain the following project records at the project site:

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

Records shall be maintained in good order and, marked to reflect current changes and selections made during the construction process.

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Records shall be available to the Architect and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Architect; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Architect prior to their implementation. The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Architect. Such Work shall be accomplished in accordance with approved Submittals.

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor, or for the Contractor by a Subcontractor or Supplier of the Contractor. The Architect shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Architect's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner or Architect.

By submitting the materials described above to the Architect for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Architect makes specific written acceptance of said deviations on the Architect's letterhead.

11. Use of the Project Site

The Contractor shall confine operations to the Site as designated by the Owner, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The Contractor is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The Owner will be responsible for resolving disputes between the Contractor and other Contractors with which the Owner has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The Contractor shall keep the premises and surrounding area reasonably free of rubbish, waste materials, or debris caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the Owner's satisfaction. Should the Contractor fail to clean up as provided in the Contract Documents, the Owner may do so and the cost charged to the Contractor through a deductive Change Order or Construction Change Directive.

13. Observations and Inspections

The Contractor shall provide Owner and Architect access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Architect's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

If a portion of the Work has been covered for which the Owner or Architect has not specifically requested prior observation, the Architect

may request to see such Work and it shall be uncovered by the Contractor. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be borne by the Owner and implemented through a Change Order recommended by the Architect and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a

written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if

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such Termination has been exercised by the Owner.

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contact Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection, and reinspection fees.

Other tests, inspections, and approvals required by the Contact Documents shall also be made at the appropriate times. The Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratories or entities designated by the Owner. The Owner shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the Contractor shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the Architect

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the Contractor will furnish in writing to the Architect the names of persons or entities, including Subcontractors, material suppliers, equipment suppliers, and fabricators proposed for Principal Portions of the Work. After conferring with the Owner, the Architect will promptly inform the Contractor in writing whether or not there are reasonable objections to the any of the proposed persons or entities unto which the Contractor proposes to enter into an Agreement.

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate Agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, under this Agreement, assumes toward the Owner.

Each Subcontract shall preserve and protect the right of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the Contractor that the Contractor has against the Owner.

In all Contracts between the Contractor and Subcontractor, suppliers, or fabricators, the Owner will be named as third party beneficiary.

Each Subcontract for a portion of the Work is assigned by the Contractor to the Owner under these conditions:

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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1. Owner's Right to Perform Construction

The Owner reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with Owner's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Architect apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order or Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Architect. A Construction Change Directive signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Architect, Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost", for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)

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- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Architect. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Architect plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-contractor, seven and one-half percent (7-1/2%) of the amount due the Sub-contractor.

6. Changes in Contract Time

Changes in Contract Time shall be granted only by Construction Change Order. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the Contractor is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion the Contractor shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The Owner shall determine the criteria for establishing "rain days".

8. Contractor's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor, Architect, and Owner.

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ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 days after the occurrence of the event giving rise to such Claim or within 14 days after the Contractor would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of Contractor Claims shall be complete. Written notice which is incomplete and only partially identifies a claim, with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Architect of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Architect will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the Contractor in writing stating the reasons.

4. Claims for Additional Time

Claims for an increase in Contract Time will be made by the Contractor by presenting a "Request for Delay" (RFD) form to the Architect within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. RFD forms will be supplied to the Contractor by Owner or the Architect.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Architect or attributable to the Owner or the Architect, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not

addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

Owner's liability to Contractor for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract including, but not limited to, claims for payment by Owner of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by Article 12-4 and must be submitted in strict accordance with the following provisions:

All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;

- Contractor must submit a Notice of Claim to the Owner and to the Architect within fourteen days (14) of when the Contractor was, or should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to the Architect and Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner, in consultation with the Architect, shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

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Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Architect shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is to be asserted, it shall be filed as a Claim pursuant to the conditions of this Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The Owner may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the Owner may make payment to the Contractor up to the pro-rated amount of the Contract Amount which is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage or, a lesser retainage, at the sole discretion of the Owner.

Further, the parties agree that in the event the Owner releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the Contractor agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the Owner.

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete,

the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Architect will make an inspection, and with the approval of the Owner, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect.

The Contractor may request additional inspections by the Architect as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and shall establish responsibilities of the Owner and Contractor for:

- Security
- Maintenance
- Water, sewer, electric and other utilities
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the Contractor shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the

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Owner and Contractor for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor, certification by the Architect, and approval by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Architect shall promptly inspect the Work. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect shall issue a Certificate for Final Payment.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall be due until the Contractor executes and presents to the Owner a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the Owner. Acceptance of final payment by the Contractor shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations

Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not necessarily limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

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3. Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, 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, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor'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 the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such 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.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

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

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage 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 Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section 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.

3. Contractor's Insurance

The Contractor 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 Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor 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 VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's

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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.

4. Loss Deductible

The Owner 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 Contractor.

5. Subcontractor's Insurance

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

6. Certificate of Insurance

The Owner shall be furnished proof of insurance coverage as follows:

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

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Owner for the protection of employees not otherwise protected.

8. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect Owner from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form issued to provide coverages on an "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

Contractor shall provide Owner with a Payment and a Performance Bond in the amount of the Contract Price within ten (10) days of the Notice of Award of Contract. Failure to provide the bond(s) shall result in this Agreement becoming null and void. No action on the part of the Owner shall be deemed to waive this requirement except a written amendment to this Agreement. Said bonds shall be in substantially the same form as in Section 255.05, Florida Statutes.

Additionally, bonds must meet the following specifications:

- The surety company shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida and be doing business in the State of Florida
- The surety company shall have a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 and 9308, Title 31, of the United States Code.
- The surety company shall be in full compliance with the provisions of the Florida Insurance Code
- The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
- The surety company shall have at least a Policy Holding's Rating of "A-" and Financial Rating of VI in the latest issue of "Best's Key Rating Guide".

Alternative forms of security as described in Section 255.05, Florida Statutes, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

The Architect shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Architect (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney 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 fees, as may be set by the Court.

6. 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.

7. 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, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner 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 Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Inter-local Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor 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 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 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.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Architect, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Architect certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Architect instructing the Contractor to change the Work.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-26

MLK BASKETBALL COURT REMOVE AND REPLACE

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contract Documents.

Contractor - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the Owner agrees to pay the Contractor for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the Owner and Contractor, including: 1) the Agreement between the Owner and Contractor, 2) Bid Documents including the invitation to bid, Instructions to bidders and Contractor bid package, 3) Drawings, Specifications, Plans prepared by the Architect which describe the work to be performed, 4) addenda issued prior to execution of the Contract, 5) other documents listed in the Agreement, and 6) modifications issued after execution of the Contract, including: 1) written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the Owner and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the Owner specifying when the Contractor may begin work on the Project.

Day - As referenced in this Agreement "Day" includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Final Acceptance - The Owner's final acceptance of the work performed by the Contractor as recognized by making final and complete payment for all work intended by the Contract Documents.

Invitation to Bid - A formal solicitation issued by the City of Fernandina Beach identifying the scope, terms, conditions, and specifications of goods and services procured from private contractors.

Non-Substantial Deviation - A change in the work or - deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

Project Manager - The City's authorized agent for communication with the Architect and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples - Physical examples which illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in greater detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

Subcontractor - A person or entity who has a direct Contract with the Contractor to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work which deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The Contractor's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the Contractor or Subcontractors to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida

**City of Fernandina Beach, Florida
Addendum No. 2**

For

ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

- 1. Is a perforated aluminum board acceptable? No**
- 2. Is a fiberglass back board acceptable? No**

END OF ADDENDUM No. 2

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

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NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida

**City of Fernandina Beach, Florida
Addendum No. 2**

For

ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

- 1. Is a perforated aluminum board acceptable? No**
- 2. Is a fiberglass back board acceptable? No**

END OF ADDENDUM No. 2

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida

**City of Fernandina Beach, Florida
Addendum No. 3**

For

ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

1. Can there be alternate line of goals to accommodate exact specs: **Yes there can be alternate line of goals**

END OF ADDENDUM No. 3

CITY OF FERNANDINA BEACH BID OPENING
ITB 18-26 Remove and Replace Basketball Court MLK Rec Ctr
February 20, 2019 Bid Opening
Opened by Scott Mikelson and Wanda Weak

DATE/TIME	COMPANY NAME	BID AMOUNT	Required forms A-H attached	Addendums 1,2&3
02/19/2019 10:39am	All Pro Surfaces	\$34,300.00	yes	yes
	Bid alternate option 1 basketball goal	\$7,986.00		
	Bid alternate option 2 basketball goal	\$7,792.00		
	Bid alternate option 3 basketball goal	\$8,198.00		
	Bid alternate option 4 basketball goal	\$6,060.00		

This is a preliminary summary of the quotes as they were opened and announced. Contractor/Vendor should not assume award until after final/review/recommendation for award.

All Pro Surfaces
675 Seminole Woods Blvd
Geneva, FL 32732
Office: 386-956-2831
Email: allprosrfcaes@yahoo.com

Date: 02/18/2019

City Of Fernandina Beach, FL

MLK Basketball court removal and replacement

204 Ash Street

Fernandina Beach, FL

ITB #18-26

Bid Alternate: Per Request

- Install 2 Tyrant fixed height basketball goals
- Backboard 42" x 72" Aluminum
- Heavy-duty 6' 5/8" O.D. schedule 40 galvanized post
- Nose-cone backboard mounting design with through-bolt permanently locking nose-cone to post
- Post is buried 48" below playing surface
- Post to backboard extension distance is 6'
- Pole will be placed 1 foot off the asphalt allowing the hoop to sit 4' inside the baseline
- Install both goal post per specifications listed above

Per Addendum: The Tyrant line doesn't have a solid aluminum back board of the requested size of 42x72 that specific one has a perforated back board: If City chooses the Tyrant has a 42x60 aluminum back board please note that it is not perforated. I have included several options with pricing.

Tyrant Dynasty

- FT1910 Tyrant Post
- FT1910NC Nosecone
- FT280 42"x72" Fiberglass Backboard
- FT172D Unbreakable Fixed Goal
- Lifetime Unconditional Warranty

Price Includes material, labor and installation of 2 goal post \$7,986.00

Tyrant Impervia

- FT1910 Tyrant Post
- FT1910NC Nosecone
- FT261 42"x60" Aluminum Backboard
- FT172D Unbreakable Fixed Goal
- Lifetime Unconditional Warranty

Price Includes material, labor and installation of 2 goal post \$7,792.00

Tyrant Intensity

- FT1910 Tyrant Post
- FT1910NC Tyrant Nosecone
- FT2674 42x72 Perf. Alum. B-board
- FT172D Unbreakable Fixed Goal
- Lifetime Unconditional Warranty

Price Includes material, labor and installation of 2 goal post \$8,198.00

Brute Impervia

- FT1905 Brute Post
- FT1905NC Brute Nosecone
- FT261 42"x60" Aluminum Bkbd.
- FT172D Unbreakable Fixed Goal
- Lifetime Unconditional Warranty

Price Includes material, labor and installation of 2 goal post \$6,060.00

Copy 1

All Pro Surfaces
675 Seminole Woods Blvd
Geneva, FL 32732
Office: 386-956-2831
Email: allprosrfcaes@yahoo.com

Date: 02/18/2019

City Of Fernandina Beach, FL
MLK Basketball court removal and replacement
204 Ash Street
Fernandina Beach, FL
ITB #18-26

Bid Alternate: Per Request

- **Install 2 Tyrant fixed height basketball goals**
- **Backboard 42" x 72" Aluminum**
- **Heavy-duty 6' 5/8" O.D. schedule 40 galvanized post**
- **Nose-cone backboard mounting design with through-bolt permanently locking nose-cone to post**
- **Post is buried 48" below playing surface**
- **Post to backboard extension distance is 6'**
- **Pole will be placed 1 foot off the asphalt allowing the hoop to sit 4' inside the baseline**
- **Install both goal post per specifications listed above**

Per Addendum: The Tyrant line doesn't have a solid aluminum back board of the requested size of 42x72 that specific one has a perforated back board: If City chooses the Tyrant has a 42x60 aluminum back board please note that it is not perforated. I have included several options with pricing.

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- FT261 42"x60" Aluminum Bkbd.
- FT172D Unbreakable Fixed Goal
- Lifetime Unconditional Warranty

Price Includes material, labor and installation of 2 goal post \$6,060.00

Copy 1

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE**

CONTACT SHEET/BID FORM

Bid – MLK BASKETBALL COURT REMOVE AND REPLACE Amount \$ 34,300.00

Name: All Pro Surfaces LLC

Federal Taxpayer ID: 82-0825875

Mailing Address: 1075 Seminole Woods Blvd

City, State, & Zip Code: Geneva, FL 32732

Telephone: 321-527-8800 / 386 956 2831 **Fax:** Ø

Email: allprosurfaces@yahoo.com **Submitted By:** Michael Tokarz

Title: Owner

FIRM Accepts Credit Cards* ☒ Yes ☐ No

Accounting Contact:

Name: Amy Tokarz **Title:** Office Manager

Email Address: allprosurfaces@yahoo.com **Phone:** 386 956 2831

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

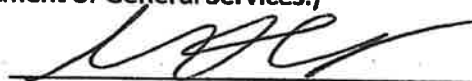
1. This sworn statement is submitted with Bid, Proposal or Contract for Bid # 18-26 MLK Basketball
Court remove + replace
2. This sworn statement is submitted by (entity) All Pro Surfaces LLC whose business address is
475 Seminole Woods Blvd Geneva FL 32732 and (if applicable) Federal Employer Identification Number
(FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4)
digits of your Social Security Number: _____.)
3. My name is Michael T. Lanz and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 2/18/19

STATE OF FLORIDA
COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 18th day of February, 2019, and is personally known to me, or has provided _____ as identification.


Notary Public
My Commission expires: May 4, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: All Pro Surfaces LLC
CITY: Geneva STATE: FL ZIP CODE: 32732
TELEPHONE NUMBER(S): 321-527-8800 | 386-930-2831
SIGNATURE: 
NAME (TYPED OR PRINTED): Michael Tokarz TITLE: owner

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: # 18-26

Project Description: MLK Basketball Court Remove
and Replace

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and**
- 2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.**

Individual/Company/Firm: All Pro Surfaces LLC

Authorized Signature: [Signature]

Title: Owner

Date: 2/18/19

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE**

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Michael Tokarz Title: owner

Signature:  Date: 2/18/19

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Bid # 18-26 MLK Basketball Court remove + replace

This sworn statement is submitted by (entity) All Pro Surfaces / LLC whose business address is 615 Seminole Woods Blvd Geneva Florida 32744 (if applicable) Federal Employer Identification Number (FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Tolga and my relationship to the entity named above is Owner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date: 2/18/19

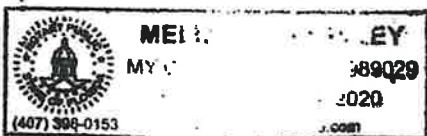
STATE OF FLORIDA

COUNTY OF Seminole

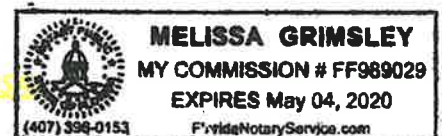
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 18th day of February, 2019, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: May 4, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Bid # 18-26 MLK Basketball

This sworn statement is submitted by (entity) All Pro Surfacing LLC whose business address is 675 Seminole Woods Blvd Geneva FL 32732 and (if applicable) Federal Employer Identification Number (FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Lucas and my relationship to the entity named above is owner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date: 2/18/19

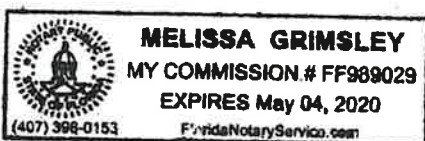
STATE OF FLORIDA

COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 18th day of February, 2019, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: May 4, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

A11Pro Surfaces LLC

Firm

2/18/19

Date

[Signature]

Authorized Signature

Michael Tokarz owner

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: All Pro Surfaces LLC Mike Tolkin TITLE: owner

ADDRESS: 10915 Seminole Woods Blvd

CITY: Geneva STATE: FL 32732

AUTHORIZED SIGNATURE:  DATE: 1/30/19

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Michael Tokarz TITLE: owner

ADDRESS: 675 Seminole Woods Blvd

CITY: Geneva STATE: FL

AUTHORIZED SIGNATURE: MTG DATE: 2/7/19

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Michael Tolkarz TITLE: owner

ADDRESS: 675 Seminole Woods Blvd

CITY: Geneva STATE: FL

AUTHORIZED SIGNATURE:  DATE: 2/12/19

Copy 1

All Pro Surfaces
675 Seminole Woods Blvd
Geneva, FL 32732
Office: 386-956-2831
Email: allprosrfcaes@yahoo.com

Proposal
Pages: 3
Date: 02/18/2019

Attn:

**City Of Fernandina Beach,
FL
ITB# 18-26
204 Ash Street
Fernandina Beach, FL
32034**

Proposed Job Name: MLK Basketball removal and replacement

This proposal is offered for acceptance within 30 days from date shown above, after which date this quote will become subject to reconfirmation or requotation by All Pro Surfaces LLC.

- 1.) ANY contract or purchase order directed to All Pro Surfaces LLC as a result or based upon this quote must include reference to this quotation to become acceptable to All Pro Surfaces LLC.
- 2.) Terms of Payment: All payments are due and payable to All Pro Surfaces LLC upon completion of said work.
- 3.) The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, All Pro Surfaces LLC. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and or will be subject to further negotiations, agreement and pricing between both parties prior to work being done.
- 4.) All Pro Surfaces LLC agrees to perform, conduct, handle and maintain a professional manner, service and workmanship. All Pro Surfaces LLC will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, irrigation and or landscaping. (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.
- 5.) The attached job information/description sheet is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.
- 6.) All required engineering, permits, inspections and fees are to be the responsibility of owner and obtained by Owner, prior to All Pro Surfaces LLC starting or performing any said construction process. Unless specified in the work description of this proposal.

7.) All parties involved must fully agree to cooperate, allow and afford All Pro Surfaces LLC, our suppliers, materials, and employees' reasonable access to said property, time and opportunity to perform and complete work within this proposal. Although we work diligently to keep our projects to a minimal inconvenience, certain things are beyond our control such as product cure time, machine noise, construction dust, foot and or vehicle traffic closures. We urge property owners/ property management to notify all tenants/parties involved of scheduled work areas in advance and the procedures to follow. For properties concerning, Seal Coating and or Striping, Seal Coating is a two-step, two coat process, it is imperative all areas are to remain undisturbed while Seal Coating and Striping. We recommend a 24 hour period after each coat. We ask all parties involved to make appropriate arrangements in advance and agree to cooperate, with our traffic control and all project recommendations.

Scope of Services:

- Take down bollards as needed for access around the perimeter of the court. Replace the bollards in original spots when project is completed.
- Remove the concrete slab of the 50' by 95' basketball court and two goals. Properly dispose of off-site.
- A survey crew will be required to mark the corners and elevations of the new court location.
- Remove pad from previous handicap and park bench area
- Remove base material to proper sub base elevations, add 6" of new lime rock, re-grade base, then compact base with a finish slope of approximately 1" in 10' for the new 60' by 94' basketball court. • Apply one layer of virgin mix Type III asphalt to the 60' by 94' area of the court. Asphalt will be 1.5" thick after compaction. (The paved area will be a few inches larger than finished asphalt dimensions so that all sides of the court can be sawed to straight and square edges with an asphalt saw).
- Saw Edges - With an asphalt saw, cut all sides of the court and remove excess asphalt leaving an asphalt slab approximately 60' x 94'.
- Playing Surface o Clean court's surface of all dirt, debris and loose material. o Patching - Use tennis court grade fillers. o Fill any "birdbaths" that hold water deep enough to cover a nickel measured one hour after a rain under normal (sunshine) drying conditions.
- Cover and fill any rough areas of asphalt.
- The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
- Sports Master Products for alternate surface covering. **Specs included in packet**
- Leveling Courses - Apply two successive coats of sand-acrylic resurface mix to the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
- Texture and Finish Courses - Apply two successive coats of colored, fortified Color
- Replace removed bollard
- Repair side walk if needed at site entrance point. Before and after pictures will be taken to assess any damage from construction of new court.

TOTAL: \$34,300.00

Price Includes: Labor, Materials, Supplies, and Equipment.

***All Change Orders will be discussed by all parties and signed upon before changes can be made.**

All areas to be agreed upon and identified before commencement of work.

Please note. All pricing is based on all work being done simultaneously within our scheduled proposed time and set mobilization (s). Anything requested by other parties, over and (or) beyond our proposed, discussed scheduled mobilization(s) will be billed at a rate of \$350.00 per occurrence in addition to specified contracted pricing. Please understand this fee is not added on upon our leisure nor without being discussed prior. This is strictly to keep project time and cost affective along with our consumer cost affordable.

We thank you for the privilege, and always look forward to working and growing with our customers. We are here to work together. Please always feel free to contact our office, if you should have any questions. Office number is 386-956-2831. To indicate acceptance please sign, date and return with required Notice of Commencement information.

Signed: Michael Tolanz Company Name: All Pro Services

Print & Title: Michael Tolanz owner Date: 2/18/19

Signed: _____ Company Name: _____

Print & Title: _____ Date: _____

Thank you for your time and Business.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

Acrylic Patch Binder

Product No. C1480

SECTION I - Manufacturer / Product Information

Manufacturer's Name: ThorWorks Industries, Inc.	Emergency Telephone No.: Chemtrec: 1-800-424-9300
Address: 2520 South Campbell Street Sandusky, Ohio 44870	Telephone Number for Information: 1-800-326-1994
	Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
N/A	N/A	N/A	N/A		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)	Specific Gravity (H₂O = 1): 1.1
Vapor Pressure (mm Hg): Nearly equal to water.	Melting Point: N/A
Vapor Density (AIR = 1): <1	Evaporation Rate (Butyl Acetate = 1): Approximately 1.8
Solubility in Water: Easily dispersible in the liquid state.	
Appearance and Odor: White liquid, mild odor.	

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A	Flammable Limits: N/A	LEL: N/A	UEL: N/A
Extinguishing Media: Foam, CO ₂ , dry chemical, water fog, other.			
Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
Unusual Fire and Explosion Hazards: N/A			

SECTION V - Reactivity Data

Stability: Unstable: Stable: X	Conditions to Avoid: Keep from freezing and extreme heat.
Incompatibility (Materials to Avoid): Strong oxidizers.	
Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.	
Hazardous Polymerization: May Occur: Will Not Occur: X	Conditions to Avoid: N/A

SECTION VI - Health Hazard Data

Route(s) of Entry: Inhalation? Yes Skin Contact? No Ingestion? Yes Eye Contact? Yes
Health Hazards (Acute and Chronic):
(Acute): Dizziness, weakness, nausea, headache.
(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause

liver damage.

Carcinogenicity: NTP? No IARC Monographs? No OSHA Regulated? No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: Local Exhaust: Yes Special: N/A
Mechanical (General): N/A Other: N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

Acrylic Resurfacer

Product No. C1300

SECTION I - Manufacturer / Product Information

Manufacturer's Name: ThorWorks Industries, Inc.	Emergency Telephone No.: Chemtrec: 1-800-424-9300
Address: 2520 South Campbell Street Sandusky, Ohio 44870	Telephone Number for Information: 1-800-326-1994
	Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Texanol	25265-77-4	N/A	N/A		
Carbon Black	1333-86-4	3.5 mg/m3	3.5 mg/m3		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)	Specific Gravity (H2O = 1): 1.06
Vapor Pressure (mm Hg): Nearly equal to water.	Melting Point: N/A
Vapor Density (AIR = 1): <1	Evaporation Rate (Butyl Acetate = 1): Approximately 1.8
Solubility in Water: Easily dispersible in the liquid state.	
Appearance and Odor: Black liquid, mild odor.	

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A	Flammable Limits: N/A	LEL: N/A	UEL: N/A
Extinguishing Media: Foam, CO2, dry chemical, water fog, other.			
Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
Unusual Fire and Explosion Hazards: N/A			

SECTION V - Reactivity Data

Stability: Unstable: Stable: X	Conditions to Avoid: Keep from freezing and extreme heat.
Incompatibility (Materials to Avoid): Strong oxidizers.	
Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.	
Hazardous Polymerization: May Occur:	Will Not Occur: X
Conditions to Avoid: N/A	

SECTION VI - Health Hazard Data

Route(s) of Entry: **Inhalation?** Yes **Skin Contact?** No **Ingestion?** Yes **Eye Contact?** Yes

Health Hazards (Acute and Chronic):

(Acute): Dizziness, weakness, nausea, headache.

(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause liver damage.

Carcinogenicity: **NTP?** No **IARC Monographs?** No **OSHA Regulated?** No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diamateous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: **Local Exhaust:** Yes **Special:** N/A
 Mechanical (General): N/A **Other:** N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

Neutral Concentrate

Product No. C1360

SECTION I - Manufacturer / Product Information

Manufacturer's Name:

ThorWorks Industries, Inc.
Address: 2520 South Campbell Street
Sandusky, Ohio 44870

Emergency Telephone No.: Chemtrec: 1-800-424-9300

Telephone Number for Information: 1-800-326-1994

Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Silicon Dioxide	14808-60-7	0.1 mg/m3	0.1 mg/m3		
Ethylene Glycol	107-21-1	100 mg/m3	100 mg/m3		
Texanol	25265-77-4	N/A	N/A		
Fibers	9004-34-6	15 mg/m3	10 mg/m3		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)

Specific Gravity (H₂O = 1): 1.05

Vapor Pressure (mm Hg): Nearly equal to water.

Melting Point: N/A

Vapor Density (AIR = 1): <1

Evaporation Rate (Butyl Acetate = 1): Approximately 1.8

Solubility in Water: Easily dispersible in the liquid state.

Appearance and Odor: Beige liquid, mild odor.

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A

Flammable Limits: N/A

LEL: N/A **UEL:** N/A

Extinguishing Media: Foam, CO₂, dry chemical, water fog, other.

Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.

Unusual Fire and Explosion Hazards: N/A

SECTION V - Reactivity Data

Stability: Unstable: Stable: X **Conditions to Avoid:** Keep from freezing and extreme heat.

Incompatibility (Materials to Avoid): Strong oxidizers.

Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.

Hazardous Polymerization: May Occur: Will Not Occur: X **Conditions to Avoid:** N/A

SECTION VI - Health Hazard Data

Route(s) of Entry: **Inhalation?** Yes **Skin Contact?** No **Ingestion?** Yes **Eye Contact?** Yes

Health Hazards (Acute and Chronic):

(Acute): Dizziness, weakness, nausea, headache.

(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause liver damage.

Carcinogenicity: **NTP?** No **IARC Monographs?** No **OSHA Regulated?** No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: **Local Exhaust:** Yes **Special:** N/A
 Mechanical (General): N/A **Other:** N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

ColorPlus Pigment Dispersion – Blue

Product No. C1384

SECTION I - Manufacturer / Product Information

Manufacturer's Name:

ThorWorks Industries, Inc.
Address: 2520 South Campbell Street
Sandusky, Ohio 44870

Emergency Telephone No.: Chemtrec: 1-800-424-9300

Telephone Number for Information: 1-800-326-1994

Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Titanium Dioxide	13463-67-7	15 mg/m ³	10 mg/m ³		
Iron Oxide	1332-37-2	10 mg/m ³	5 mg/m ³		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)

Specific Gravity (H₂O = 1): 1.27

Vapor Pressure (mm Hg): Nearly equal to water.

Melting Point: N/A

Vapor Density (AIR = 1): <1

Evaporation Rate (Butyl Acetate = 1): Approximately 1.8

Solubility in Water: Easily dispersible in the liquid state.

Appearance and Odor: Blue liquid, mild odor.

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A

Flammable Limits: N/A

LEL: N/A **UEL:** N/A

Extinguishing Media: Foam, CO₂, dry chemical, water fog, other.

Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.

Unusual Fire and Explosion Hazards: N/A

SECTION V - Reactivity Data

Stability: Unstable: Stable: X **Conditions to Avoid:** Keep from freezing and extreme heat.

Incompatibility (Materials to Avoid): Strong oxidizers.

Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.

Hazardous Polymerization: May Occur: Will Not Occur: X **Conditions to Avoid:** N/A

SECTION VI - Health Hazard Data

Route(s) of Entry: **Inhalation?** Yes **Skin Contact?** No **Ingestion?** Yes **Eye Contact?** Yes

Health Hazards (Acute and Chronic):

(Acute): Dizziness, weakness, nausea, headache.

(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause liver damage.

Carcinogenicity: **NTP?** No **IARC Monographs?** No **OSHA Regulated?** No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: **Local Exhaust:** Yes **Special:** N/A
 Mechanical (General): N/A **Other:** N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

ColorPlus Pigment Dispersion – Dark Green

Product No. C1373

SECTION I - Manufacturer / Product Information

Manufacturer's Name:

ThorWorks Industries, Inc.

Address: 2520 South Campbell Street
Sandusky, Ohio 44870

Emergency Telephone No.: Chemtrec: 1-800-424-9300

Telephone Number for Information: 1-800-326-1994

Date Prepared: June 1, 2006

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Iron Oxide	1332-37-2	10 mg/m ³	5 mg/m ³		
Chromic Oxide	1308-38-9	0.5 mg/m ³	0.5 mg/m ³		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)

Specific Gravity (H₂O = 1): 1.60

Vapor Pressure (mm Hg): Nearly equal to water.

Melting Point: N/A

Vapor Density (AIR = 1): <1

Evaporation Rate (Butyl Acetate = 1): Approximately 1.8

Solubility in Water: Easily dispersible in the liquid state.

Appearance and Odor: Green liquid, mild odor.

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A

Flammable Limits: N/A

LEL: N/A

UEL: N/A

Extinguishing Media: Foam, CO₂, dry chemical, water fog, other.

Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.

Unusual Fire and Explosion Hazards: N/A

SECTION V - Reactivity Data

Stability: Unstable: Stable: X Conditions to Avoid: Keep from freezing and extreme heat.

Incompatibility (Materials to Avoid): Strong oxidizers.

Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.

Hazardous Polymerization:

May Occur:

Will Not Occur: X

Conditions to Avoid: N/A

SECTION VI - Health Hazard Data

Route(s) of Entry: **Inhalation?** Yes **Skin Contact?** No **Ingestion?** Yes **Eye Contact?** Yes

Health Hazards (Acute and Chronic):

(Acute): Dizziness, weakness, nausea, headache.

(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause liver damage.

Carcinogenicity: **NTP?** No **IARC Monographs?** No **OSHA Regulated?** No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: **Local Exhaust:** Yes **Special:** N/A
 Mechanical (General): N/A **Other:** N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

ColorPlus Pigment Dispersion – Light Blue

Product No. C1385

SECTION I - Manufacturer / Product Information

Manufacturer's Name: ThorWorks Industries, Inc.	Emergency Telephone No.: Chemtrec: 1-800-424-9300
Address: 2520 South Campbell Street Sandusky, Ohio 44870	Telephone Number for Information: 1-800-326-1994
	Date Prepared: April 9, 2006

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Titanium Dioxide	13463-67-7	15 mg/m3	10 mg/m3		
Iron Oxide	1332-37-2	10 mg/m3	5 mg/m3		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)	Specific Gravity (H₂O = 1): 1.27
Vapor Pressure (mm Hg): Nearly equal to water.	Melting Point: N/A
Vapor Density (AIR = 1): <1	Evaporation Rate (Butyl Acetate = 1): Approximately 1.8
Solubility in Water: Easily dispersible in the liquid state.	
Appearance and Odor: Blue liquid, mild odor.	

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A	Flammable Limits: N/A	LEL: N/A	UEL: N/A
Extinguishing Media: Foam, CO ₂ , dry chemical, water fog, other.			
Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
Unusual Fire and Explosion Hazards: N/A			

SECTION V - Reactivity Data

Stability: Unstable: Stable: X	Conditions to Avoid: Keep from freezing and extreme heat.
Incompatibility (Materials to Avoid): Strong oxidizers.	
Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.	
Hazardous Polymerization: May Occur: Will Not Occur: X	Conditions to Avoid: N/A

SECTION VI - Health Hazard Data

Route(s) of Entry: **Inhalation?** Yes **Skin Contact?** No **Ingestion?** Yes **Eye Contact?** Yes

Health Hazards (Acute and Chronic):

(Acute): Dizziness, weakness, nausea, headache.

(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause liver damage.

Carcinogenicity: **NTP?** No **IARC Monographs?** No **OSHA Regulated?** No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: **Local Exhaust:** Yes **Special:** N/A
 Mechanical (General): N/A **Other:** N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

ColorPlus Pigment Dispersion – Light Green

Product No. C1372

SECTION I - Manufacturer / Product Information

Manufacturer's Name: ThorWorks Industries, Inc.	Emergency Telephone No.: Chemtrec: 1-800-424-9300
Address: 2520 South Campbell Street Sandusky, Ohio 44870	Telephone Number for Information: 1-800-326-1994
	Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Chromic Oxide	1308-38-9	0.5 mg/m3	0.5 mg/m3		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)	Specific Gravity (H2O = 1): 1.67
Vapor Pressure (mm Hg): Nearly equal to water.	Melting Point: N/A
Vapor Density (AIR = 1): <1	Evaporation Rate (Butyl Acetate = 1): Approximately 1.8
Solubility in Water: Easily dispersible in the liquid state.	
Appearance and Odor: Green liquid, mild odor.	

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A	Flammable Limits: N/A	LEL: N/A	UEL: N/A
Extinguishing Media: Foam, CO2, dry chemical, water fog, other.			
Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
Unusual Fire and Explosion Hazards: N/A			

SECTION V - Reactivity Data

Stability: Unstable: Stable: X	Conditions to Avoid: Keep from freezing and extreme heat.
Incompatibility (Materials to Avoid): Strong oxidizers.	
Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.	
Hazardous Polymerization: May Occur: Will Not Occur: X	Conditions to Avoid: N/A

SECTION VI - Health Hazard Data

Route(s) of Entry: Inhalation? Yes Skin Contact? No Ingestion? Yes Eye Contact? Yes
Health Hazards (Acute and Chronic):
(Acute): Dizziness, weakness, nausea, headache.
(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause

liver damage.

Carcinogenicity: NTP? No IARC Monographs? No OSHA Regulated? No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: Local Exhaust: Yes Special: N/A
Mechanical (General): N/A Other: N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

ColorPlus Pigment Dispersion – Maroon

Product No. C1386

SECTION I - Manufacturer / Product Information

Manufacturer's Name: ThorWorks Industries, Inc.	Emergency Telephone No.: Chemtrec: 1-800-424-9300
Address: 2520 South Campbell Street Sandusky, Ohio 44870	Telephone Number for Information: 1-800-326-1994
	Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Iron Oxide	1332-37-2	10 mg/m3	5 mg/m3		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)	Specific Gravity (H₂O = 1): 1.68
Vapor Pressure (mm Hg): Nearly equal to water.	Melting Point: N/A
Vapor Density (AIR = 1): <1	Evaporation Rate (Butyl Acetate = 1): Approximately 1.8
Solubility in Water: Easily dispersible in the liquid state.	
Appearance and Odor: Maroon liquid, mild odor.	

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A	Flammable Limits: N/A	LEL: N/A	UEL: N/A
Extinguishing Media: Foam, CO ₂ , dry chemical, water fog, other.			
Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
Unusual Fire and Explosion Hazards: N/A			

SECTION V - Reactivity Data

Stability: Unstable: Stable: X	Conditions to Avoid: Keep from freezing and extreme heat.
Incompatibility (Materials to Avoid): Strong oxidizers.	
Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.	
Hazardous Polymerization: May Occur:	Will Not Occur: X
Conditions to Avoid: N/A	

SECTION VI - Health Hazard Data

Route(s) of Entry: Inhalation? Yes	Skin Contact? No	Ingestion? Yes	Eye Contact? Yes
Health Hazards (Acute and Chronic):			
(Acute): Dizziness, weakness, nausea, headache.			
(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause			

liver damage.

Carcinogenicity: NTP? No IARC Monographs? No OSHA Regulated? No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diamateous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: Local Exhaust: Yes Special: N/A
Mechanical (General): N/A Other: N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

All information, recommendations, and suggestions concerning this product are based upon tests, literature references, and/or calculations, believed to be reliable. The manufacturer makes no guarantee, expressed or implied, as to the affect of use, or the safety and toxicity of the product. The information contained in this sheet cannot be taken as the sum total of all protective measures to be taken.



H.M.I.S. RATING	
Health	1
Flammability	0
Reactivity	0
Protective Equip.	E

Material Safety Data Sheet – OSHA 174

Material Safety Data Sheet

May be used to comply with OSHA's Hazard communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

US Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form) Form Approved OMB No. 1218-0072

T/C White Line Paint – Textured

Product No. C1620

SECTION I - Manufacturer / Product Information

Manufacturer's Name: ThorWorks Industries, Inc.	Emergency Telephone No.: Chemtrec: 1-800-424-9300
Address: 2520 South Campbell Street Sandusky, Ohio 44870	Telephone Number for Information: 1-800-326-1994
	Date Prepared: August 10, 2004

SECTION II - Chemical Identity Information

Ingredient	CAS #	OSHA PEL	ACGIH TLV	Other Limits	Percent
Titanium Dioxide	13463-67-7	15 mg/m3	10 mg/m3		
Silicon Dioxide	14808-60-7	0.1 mg/m3	0.1 mg/m3		
Ethylene Glycol	107-21-1	100 mg/m3	100 mg/m3		
Texanol	25265-77-4	N/A	N/A		

SECTION III - Physical / Chemical Characteristics

Boiling Point: 100° Celsius (212° Fahrenheit)	Specific Gravity (H2O = 1): 1.32
Vapor Pressure (mm Hg): Nearly equal to water.	Melting Point: N/A
Vapor Density (AIR = 1): <1	Evaporation Rate (Butyl Acetate = 1): Approximately 1.8
Solubility in Water: Easily dispersible in the liquid state.	
Appearance and Odor: White liquid, mild odor.	

SECTION IV - Fire and Explosion Hazard Data

Flash Point (Method Used): N/A	Flammable Limits: N/A	LEL: N/A	UEL: N/A
Extinguishing Media: Foam, CO2, dry chemical, water fog, other.			
Special Fire Fighting Procedures: Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
Unusual Fire and Explosion Hazards: N/A			

SECTION V - Reactivity Data

Stability: Stable: X	Conditions to Avoid: Keep from freezing and extreme heat.
Incompatibility (Materials to Avoid): Strong oxidizers.	
Hazardous Decomposition or Byproducts: Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products.	
Hazardous Polymerization: May Occur:	Will Not Occur: X
Conditions to Avoid: N/A	

SECTION VI - Health Hazard Data

Route(s) of Entry: **Inhalation?** Yes **Skin Contact?** No **Ingestion?** Yes **Eye Contact?** Yes

Health Hazards (Acute and Chronic):

(Acute): Dizziness, weakness, nausea, headache.

(Chronic): Gastrointestinal irritation – prolonged or repeated exposure to high vapor concentrations may cause damage to kidneys, liver, lungs, blood, or central nervous system. Repeated ingestion may cause liver damage.

Carcinogenicity: **NTP?** No **IARC Monographs?** No **OSHA Regulated?** No

Signs and Symptoms of Exposure:

Inhalation: Vapor could cause headache, irritation to nose and throat, dizziness, weakness and nausea.

Ingestion: Can cause nausea, vomiting, diarrhea.

Skin: Not easily absorbed – prolonged or repeated exposure may be mildly irritating to the skin. May cause allergic skin reactions in some people.

Eye: Irritation from vapor or liquid.

Medical Conditions Generally Aggravated by Exposure: None known.

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air and provide oxygen if breathing is difficult. If not breathing, give artificial resuscitation. IMMEDIATELY CALL A PHYSICIAN.

Ingestion: If vomiting begins keep head below hips to avoid aspiration into lungs. DO NOT INDUCE VOMITING. Give victim a glass of water or milk. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY.

Skin Contact: Wash area with soap and water. Remove contaminated clothing. IF IRRITATION OCCURS, CALL A PHYSICIAN.

Eye Contact: Gently flush with large amounts water for at least 15 minutes or until eye is clear. IMMEDIATELY CALL A PHYSICIAN.

SECTION VII - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: Dike and contain spill with inert material (sand, sawdust, diatomaceous earth, etc.). Pump liquid into storage tanks. Remaining liquid may be taken up with inert materials. Place in closed container for proper disposal.

Waste Disposal Method: Dispose of in accordance with Local, State, and Federal regulations.

Precautions to Be Taken in Handling and Storage: Keep container closed and upright to prevent leakage. Avoid freezing or temperatures above 50° Celsius.

Other Precautions: Do not take internally. Keep away from children. Avoid breathing vapors. For external use only.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type): None required if good ventilation is maintained. Otherwise use NIOSH approved respirator designed to remove particles and vapor.

Ventilation: **Local Exhaust:** Yes **Special:** N/A
 Mechanical (General): N/A **Other:** N/A

Protective Gloves: Yes **Eye Protection:** Yes

Other Protective Clothing or Equipment: A rubber apron is recommended to protect clothing from splash during application.

Work/Hygienic Practices: Do not apply during or just before (within one hour) of rain to avoid contamination of runoff water. Wash hands before eating.

SECTION IX - Disclaimer

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T/C Textured White Line Paint

CMT - 52

Revised: 4/07

1. PRODUCT NAME:

T/C Textured
White Line Paint

2. MANUFACTURER:

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
Phone: 800-395-7325
Fax: 419-626-5477
www.thorworks.com

Additional Plant Locations:

SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit
www.sealmaster.net to find the location near you.

3. PRODUCT DESCRIPTION & BENEFITS:

T/C Textured White Line Paint is a 100% acrylic emulsion paint fortified with fine sand to provide a texture similar to that of the playing surface.

Color: Available in white.

Uses: Line marking on tennis courts, running tracks, and other asphalt or concrete pavement surfaces.

4. SURFACE PREPARATION:

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose material. If using T/C Textured White Line Paint on a new, uncoated surface, allow adequate curing time before application.

5. MIXING PROCEDURES:

T/C Textured White Line Paint can be rolled or brushed. To assure crisp lines, it is advisable to use a high quality tape to mask lines. Remove tape as soon as T/C Textured White Line Paint has dried.

6. IMPORTANT:

Stir before using. Temperatures must be above 50°F both during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

7. DRYING TIME:

Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

8. COVERAGE:

500 to 600 lineal feet of 2-inch line per gallon.

9. CAUTION:

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use.

10. WARRANTY:

The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express or implied, concerning this material as workmanship, weather, construction, equipment utilize and other variables affecting results are all beyond our control. Manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. In no event shall Manufacturer be liable for any injury, loss or damage, either direct or incidental, special or consequential, however arising, in connection with material or equipment furnished or work performed. Manufacturer shall not, in any manner, be liable for any defects, variations or change in

condition in the substructure over which its products are installed.

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ThorWorks Industries, Inc.
P.O. Box 2277
Sandusky, OH 44870

Phone: 1-800-326-1994
FAX: 1-419-626-5477

www.sportmaster.net

Product Data:

Type	Acrylic Emulsion
Weight per gallon at 77°F.....	11 ± 1 lbs.
% Non Volatile Material.....	54 ± 2
Odor	Ammonia
Flammability.....	Non-Flammable
Flash Point.....	None
Storage Life	One Year



Neutral Concentrate

CMT - 38

Revised: 8/09

1. PRODUCT NAME:

Neutral Concentrate

2. MANUFACTURER:

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
Phone: 800-326-1994
Fax: 419-626-5477
www.thorworks.com

Additional Plant Locations:

SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit
www.sealmaster.net to find the
location near you.

3. PRODUCT DESCRIPTION & BENEFITS:

SportMaster- Neutral Concentrate is a 100% acrylic emulsion coating formulated for tennis courts and other sport and recreational pavement surfaces. Neutral Concentrate is designed to be mixed with SportMaster ColorPlus pigment dispersion to achieve desired color.

Uses: Tennis courts, basketball courts, and other multipurpose pavement surfaces.

Color: Neutral. Desired color is achieved by mixing ColorPlus pigment dispersion with Neutral Concentrate.

Surface Preparation: Pavement surface must be cleaned entirely of dust, dirt, and debris. Repair of pavement surface defects, depressions and cracks must be completed prior to application. All repairs must be flush and smooth to adjoining surfaces.

New asphalt surfaces must cure 14 to 30 days prior to application. It is recommended that any uncoated asphalt surface receive one or more coats of Acrylic Resurfacer (Technical Bulletin CMT - 3) as required by surface roughness and porosity to provide a smooth, dense underlayment for application of color coatings.

New concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. Etch surface with muriatic or phosphoric acid and apply SportMaster Acrylic Adhesion Promoter (Technical Bulletin CMT - 21).

4. MIXING PROCEDURES:

Mix in the following order for 55 gallon drum of Neutral Concentrate:

SportMaster
Neutral Concentrate.....55 gallons
SportMaster ColorPlus.....4 gallons
Water.....28-33 gallons
Silica Sand (80 to 100 mesh).....400 lbs.

Mix in the following order for 30 gallon keg of Neutral Concentrate:

SportMaster
Neutral Concentrate.....30 gallons
SportMaster ColorPlus.....2 gallons
Water.....15-18 gallons
Silica Sand (80 to 100 mesh).....200 lbs.

Neutral Concentrate can also be used as a resurfacer by using the following mix design:

SportMaster
Neutral Concentrate.....55 gallons
Water.....28-33 gallons
Silica Sand (50 to 60 mesh).....600 lbs.

SportMaster
Neutral Concentrate.....30 gallons
Water.....15-18 gallons
Silica Sand (50 to 60 mesh).....300 lbs.

Note: Mix thoroughly to ensure complete dispersion of ColorPlus.

5. APPLICATION:

Apply mixed coating with a soft rubber squeegee. A minimum of two coats are recommended.

6. IMPORTANT:

Stir material thoroughly before using. Temperature must be a

minimum of 50° F. and rising before application. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

7. COVERAGE:

Yield calculations are based on undiluted gallons of Neutral Concentrate and vary according to surface texture and porosity within the limits below:

.05 to .07 gallon per square yard per coat

8. DRYING TIME:

Neutral Concentrate dries in 30 to 60 minutes under optimum drying conditions. Allow each coat of material to dry thoroughly before applying successive coats. Low ambient or low surface temperature and high humidity increase drying time. Allow coating to cure for 48 hours before opening up for play.

9. CAUTIONS:

KEEP OUT OF REACH OF CHILDREN. Do not take internally. If swallowed, call a physician immediately. In case of contact with eyes, flush immediately with water for 15 minutes and call a physician. When not in use, keep containers tightly closed and upright to prevent leakage.

10. WARRANTY:

The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express or implied, concerning this material as workmanship, weather, construction, equipment utilized and other variables affecting results

Product Data:

Type.....	Acrylic Emulsion
Pounds per Gallon.....	8.8 ± .5
Odor.....	Slight Ammonia
Flammability.....	Non-Flammable
Flash Point.....	None



1. PRODUCT NAME:

ColorPlus

2. MANUFACTURER:

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
Phone: 800-326-1994
Fax: 419-626-5477
www.thorworks.com

Additional Plant Locations:

SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit
www.sealmaster.net to find the location near you.

3. PRODUCT DESCRIPTION & BENEFITS:

SportMaster ColorPlus is a highly concentrated water based pigment dispersion designed for mixing with SportMaster Neutral Concentrate.

Color: Forest Green, *Light Green, Dark Green, Beige, Brown, *Red, Maroon, Gray, Blue, Tournament Purple, Lt. Blue, *Dove Gray, *Ice Blue, *Sandstone, Orange, and Yellow.

LEED: SS Credit 7.1:

Heat Island Effect: Non-Roof

*Specific colors may contribute toward LEED credits.

4. MIXING PROCEDURES:

Mix in the following order for 55 gallon drum of Neutral Concentrate:

SportMaster

Neutral Concentrate.....55 gallons

SportMaster ColorPlus.....4 gallons

Water.....28 - 33 gallons

Silica Sand

(80 to 100 mesh AFS).....400 lbs.

Mix in the following order for 30 gallon keg of Neutral Concentrate:

SportMaster

Neutral Concentrate.....30 gallons

SportMaster ColorPlus.....2 gallons

Water.....15 - 18 gallons

Silica Sand

(80 to 100 mesh AFS).....200 lbs.

Note: Mix thoroughly to ensure complete dispersion of ColorPlus.

5. APPLICATION:

Apply mixed coating with a soft rubber squeegee. A minimum of two coats are recommended.

6. IMPORTANT:

Stir material thoroughly before using. Temperature must be a minimum of 50° F. and rising before application. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

7. CAUTIONS:

KEEP OUT OF REACH OF CHILDREN. Do not take internally. If swallowed, call a physician immediately. In case of contact with eyes, flush immediately with water for 15 minutes and call a physician. When not in use, keep containers tightly closed and upright to prevent leakage.

8. WARRANTY:

The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express or implied, concerning this material as workmanship, weather, construction, equipment utilized and other variables affecting results are all beyond our control. Manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. In no event

shall Manufacturer be liable for any injury, loss or damage, either direct or incidental, special or consequential, however arising, in connection with material or equipment furnished or work performed. Manufacturer shall not, in any manner, be liable for any defects, variations or change in condition in the substructure over which its products are installed.

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ThorWorks Industries, Inc.
P.O. Box 2277
Sandusky, OH 44870

Phone: 1-800-326-1994
FAX: 1-419-626-5477

www.sportmaster.net

Product Data:

Type.....	Water Based Pigment Dispersion
Flammability.....	Non Flammable
Flash Point.....	None
Colors.....	Several Available



Acrylic Resurfacer

CMT - 3

Revised: 8/09

1. PRODUCT NAME:

Acrylic Resurfacer

2. MANUFACTURER:

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
Phone: 800-326-1994
Fax: 419-626-5477
www.thorworks.com

Additional Plant Locations:

SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit
www.sealmaster.net to find the location near you.

3. PRODUCT DESCRIPTION & BENEFITS:

SportMaster Acrylic Resurfacer is 100% acrylic emulsion resurfacer designed for on site mixing with silica sand. Acrylic Resurfacer reduces surface porosity allowing for application of an even, full depth color, playing surface.

4. USES:

SportMaster Acrylic Resurfacer is applied to asphalt or concrete surfaces in preparation for SportMaster color finish systems.

Color: Available in Black and Neutral.

5. SURFACE PREPARATION:

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. New asphalt must cure 30 days before application. Repair of pavement surface defects, depressions and cracks must be completed prior to application. All repairs must be flush and smooth to adjoining surfaces.

6. MIXING PROCEDURES:

• For Use As A Coating - Use the following mix design (based on 55 gallons of Acrylic Resurfacer for ease of calculation):

Acrylic Resurfacer.....55 Gallons
Silica Sand (50 - 60 mesh).....800 lbs.
Water.....33 Gallons

• For Use As A Patching Material -

Acrylic Resurfacer may be modified with the following mix design. Patching Mix for applications up to 1/4" lifts:

Acrylic Resurfacer.....10 Gallons
Water.....5 Gallons
Sand.....200 lbs.
Cement.....1/2 Gallon
(Always mix cement thoroughly with a small amount of water before adding to patching mix)

NOTE: Silica Sand used in patching should be AFS fineness 30 to 40 mesh.

7. APPLICATION:

Apply Acrylic Resurfacer with a soft rubber squeegee. Apply successive coats in cross directions. Scrape all rough spots and ridges before applying the next coat. Apply one or two coats, depending on surface porosity and condition. Two coats are recommended on new or uncoated asphalt.

8. IMPORTANT:

Stir material thoroughly before using. Temperature must be a minimum of 50° F. and rising before application. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

9. DRYING TIME:

30 to 60 minutes under optimum drying conditions.

10. COVERAGE:

Yield calculations are based on undiluted gallons of SportMaster Acrylic Resurfacer and will vary according to surface texture and porosity within the limits below:

.07 to .09 gallons per square yard per coat.

11. CAUTIONS:

KEEP OUT OF REACH OF CHILDREN. Do not take internally. If swallowed, call a physician immediately. In case of contact with eyes, flush immediately with water for 15 minutes and call a physician. When not in use, keep containers tightly closed and upright to prevent leakage.

12. WARRANTY:

The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express or implied, concerning this material as workmanship, weather, construction, equipment utilized

Chemical Characteristics

	% Weight (minimum)
Acrylic Emulsion	44.0
Hiding Pigment	2.0
Mineral Inert Fillers	5.0
Film Formers, Additives	.2
Water	45.0

Product Data

Type	Acrylic Emulsion
Pounds per Gallon @ 77° F.	8.5 ± .5
% Non Volatile Material	27.5 ± 5.0
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

1. PRODUCT NAME:

Acrylic Patch Binder

2. MANUFACTURER:

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
Phone: 800-326-1994
Fax: 419-626-5477
www.thorworks.com

Additional Plant Locations:

SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone 1-800-395-7325 or visit
www.sealmaster.net to find the location near you.

3. PRODUCT DESCRIPTION & BENEFITS:

A 100% acrylic liquid binder designed for on-site mixing with sand and cement. Ideal for leveling and repairing low spots and depressions up to 3/4" deep on tennis court and other sport surface pavements. Acrylic Patch Binder can also be used for filling cracks in asphalt or concrete sport surfaces up to 1" in width.

Color: Milky White.

4. USES:

Tennis courts or any other asphalt or concrete sport or recreational surface.

5. SURFACE PREPARATION:

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. New asphalt and concrete surfaces must cure 30 days before application.

6. MIXING PROCEDURES:

A power mixer (drill with mixing attachment or mortar mixer) is recommended. However, materials can be mixed by hand. For patching and filling depressions, use the following mix design (based on 100 lbs. of silica sand for ease of calculation):

Acrylic Patch Binder.....3.5 gallons
Sand (40 - 60 mesh).....100 lbs.
Cement.....15-20 lbs.
Water.....Up to 1/2 gallon if needed

NOTE: Thoroughly mix dry sand and cement together first before adding to Acrylic Patch Binder.

7. APPLICATION:

Apply patch mix with smooth sided screed or trowel. Be sure to feather edges on patches. Acrylic Patch Binder patching mix should be applied in multiple lifts to achieve desired depth in patches greater than 1/2".

8. IMPORTANT:

Mix thoroughly for only 2 to 4 minutes. DO NOT OVERMIX as this may cause excessive air entrainment and loss of strength.

9. DRYING TIME:

Allow surface to harden completely before applying coatings or opening to foot or vehicle traffic.

10. COVERAGE:

One gallon will produce enough patch mix (when mixed with sand and cement) to fill .86 square yard (approximately 7.75 square feet) at 1/4" depth.

When used as a Crack Filler: One gallon will produce enough material to fill 75-150 lined feet of crack, depending on depth and width of crack.

11. CLEAN UP:

Wash tools in water before material dries.

12. CAUTIONS:

KEEP OUT OF REACH OF CHILDREN. Do not take internally. If swallowed, call a physician immediately. In case of contact with eyes, flush immediately with water for 15 minutes and call a physician. When not in use, keep containers tightly closed and upright to prevent leakage.

13. WARRANTY:

The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express or implied, concerning this material as workmanship, weather, construction, equipment utilized and other variables affecting results are all beyond our control. Manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. In no event shall Manufacturer be liable for any injury, loss or damage, either direct or incidental, special or consequential, however arising, in connection with material or equipment furnished or work performed. Manufacturer shall not, in any manner, be liable for any defects, variations or change in condition in the substructure over which its products are installed.

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ThorWorks Industries, Inc.
P.O. Box 2277
Sandusky, OH 44870

Phone: 1-800-326-1994
FAX: 1-419-626-5477

www.sportmaster.net

Chemical Characteristics

Classification.....	Acrylic Emulsion
Weight per gallon at 77°F.....	8.8 ± .5 pounds
Flammability.....	Non Flammable
Flash Point.....	None
Storage Life.....	Keep liquid from freezing

All Pro Surfaces
675 Seminole Woods Blvd
Geneva, FL 32732
Office: 386-956-2831
Email: allprosurfcaes@yahoo.com

Proposal
Pages: 3
Date: 02/18/2019

Attn:

**City Of Fernandina Beach,
FL
ITB# 18-26
204 Ash Street
Fernandina Beach, FL
32034**

Proposed Job Name: MLK Basketball removal and replacement

This proposal is offered for acceptance within 30 days from date shown above, after which date this quote will become subject to reconfirmation or requotation by All Pro Surfaces LLC.

- 1.) ANY contract or purchase order directed to All Pro Surfaces LLC as a result or based upon this quote must include reference to this quotation to become acceptable to All Pro Surfaces LLC.
- 2.) Terms of Payment: All payments are due and payable to All Pro Surfaces LLC upon completion of said work.
- 3.) The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, All Pro Surfaces LLC. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and or will be subject to further negotiations, agreement and pricing between both parties prior to work being done.
- 4.) All Pro Surfaces LLC agrees to perform, conduct, handle and maintain a professional manner, service and workmanship. All Pro Surfaces LLC will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, irrigation and or landscaping. (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes', acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.
- 5.) The attached job information/description sheet is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.
- 6.) All required engineering, permits, inspections and fees are to be the responsibility of owner and obtained by Owner, prior to All Pro Surfaces LLC starting or performing any said construction process. Unless specified in the work description of this proposal.

7.) All parties involved must fully agree to cooperate, allow and afford All Pro Surfaces LLC, our suppliers, materials, and employees' reasonable access to said property, time and opportunity to perform and complete work within this proposal. Although we work diligently to keep our projects to a minimal inconvenience, certain things are beyond our control such as product cure time, machine noise, construction dust, foot and or vehicle traffic closures. We urge property owners/ property management to notify all tenants/parties involved of scheduled work areas in advance and the procedures to follow. For properties concerning, Seal Coating and or Striping, Seal Coating is a two-step, two coat process, it is imperative all areas are to remain undisturbed while Seal Coating and Striping. We recommend a 24 hour period after each coat. We ask all parties involved to make appropriate arrangements in advance and agree to cooperate, with our traffic control and all project recommendations.

Scope of Services:

- Take down bollards as needed for access around the perimeter of the court. Replace the bollards in original spots when project is completed.
- Remove the concrete slab of the 50' by 95' basketball court and two goals. Properly dispose of off-site.
- A survey crew will be required to mark the corners and elevations of the new court location.
- Remove pad from previous handicap and park bench area
- Remove base material to proper sub base elevations, add 6" of new lime rock, re-grade base, then compact base with a finish slope of approximately 1" in 10' for the new 60' by 94' basketball court. • Apply one layer of virgin mix Type III asphalt to the 60' by 94' area of the court. Asphalt will be 1.5" thick after compaction. (The paved area will be a few inches larger than finished asphalt dimensions so that all sides of the court can be sawed to straight and square edges with an asphalt saw).
- Saw Edges - With an asphalt saw, cut all sides of the court and remove excess asphalt leaving an asphalt slab approximately 60' x 94'.
- Playing Surface o Clean court's surface of all dirt, debris and loose material. o Patching - Use tennis court grade fillers. o Fill any "birdbaths" that hold water deep enough to cover a nickel measured one hour after a rain under normal (sunshine) drying conditions.
- Cover and fill any rough areas of asphalt.
- The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
- Sports Master Products for alternate surface covering. **Specs included in packet**
- Leveling Courses - Apply two successive coats of sand-acrylic resurface mix to the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
- Texture and Finish Courses - Apply two successive coats of colored, fortified Color
- Replace removed bollard
- Repair side walk if needed at site entrance point. Before and after pictures will be taken to assess any damage from construction of new court.

TOTAL: \$34,300.00

Price Includes: Labor, Materials, Supplies, and Equipment.

*All Change Orders will be discussed by all parties and signed upon before changes can be made.

All areas to be agreed upon and identified before commencement of work.

Please note. All pricing is based on all work being done simultaneously within our scheduled proposed time and set mobilization (s). Anything requested by other parties, over and (or) beyond our proposed, discussed scheduled mobilization(s) will be billed at a rate of \$350.00 per occurrence in addition to specified contracted pricing. Please understand this fee is not added on upon our leisure nor without being discussed prior. This is strictly to keep project time and cost affective along with our consumer cost affordable.

We thank you for the privilege, and always look forward to working and growing with our customers. We are here to work together. Please always feel free to contact our office, if you should have any questions. Office number is 386-956-2831. To indicate acceptance please sign, date and return with required Notice of Commencement information.

Signed: _____ **Company Name:** _____

Print & Title: _____ **Date:** _____

Signed: _____ **Company Name:** _____

Print & Title: _____ **Date:** _____

Thank you for your time and Business.

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: All Pro Surfaces LLC Mike Toland TITLE: owner

ADDRESS: 6915 Seminole Woods Blvd

CITY: Geneva STATE: FL 32732

AUTHORIZED SIGNATURE: [Signature] DATE: 1/30/19

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Michael Tokarz TITLE: owner

ADDRESS: 675 Seminole Woods Blvd

CITY: Geneva STATE: FL

AUTHORIZED SIGNATURE:  DATE: 2/1/19

City of Fernandina Beach, Florida

Addendum No. 3

For

ITB 18-26 REMOVE AND REPLACE BASKETBALL COURT MLK RECREATION CENTER

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of ITB 18-26. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Michael Tokarz TITLE: owner

ADDRESS: 675 Seminole Woods Blvd

CITY: Geneva STATE: FL

AUTHORIZED SIGNATURE:  DATE: 2/12/19

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE**

CONTACT SHEET/BID FORM

Bid – MLK BASKETBALL COURT REMOVE AND REPLACE Amount \$ 34,300.00

Name: All Pro Surfaces LLC

Federal Taxpayer ID: 82-0825875

Mailing Address: 1675 Seminole Woods Blvd

City, State, & Zip Code: Geneva, FL 32732

Telephone: 321-527-8800 / 386 956 2831 Fax: Ø

Email: allprosurfaces@yahoo.com Submitted By: Michael Tokarz

Title: Owner

FIRM Accepts Credit Cards* ☒ Yes ☐ No

Accounting Contact:

Name: Amy Tokarz Title: Office Manager

Email Address: allprosurfaces@yahoo.com Phone: 386 956 2831

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

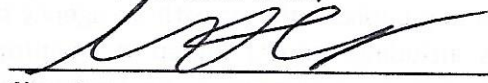
1. This sworn statement is submitted with Bid, Proposal or Contract for Bid # 18-26 MLK Basketball
Court remove + replace
2. This sworn statement is submitted by (entity) All Pro Surfaces LLC whose business address is
675 Seminole Woods Blvd Geneva FL 32732 and (if applicable) Federal Employer Identification Number
(FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4)
digits of your Social Security Number: _____.)
3. My name is Michael T. Lantz and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 2/18/19

STATE OF FLORIDA
COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 18th day of February, 2019, and is personally known to me, or has provided _____ as identification.


Notary Public
My Commission expires: May 4, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: All Pro Surfaces LLC
CITY: Geneva STATE: FL ZIP CODE: 32732
TELEPHONE NUMBER(S): 321-527-8800 | 386-936-2831
SIGNATURE: 
NAME (TYPED OR PRINTED): Michael Tokarz TITLE: owner

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: # 18-26

Project Description: MLK Basketball court Remove
and Replace

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: All Pro Surfaces LLC

Authorized Signature: [Signature]

Title: Owner

Date: 2/18/19

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE**

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

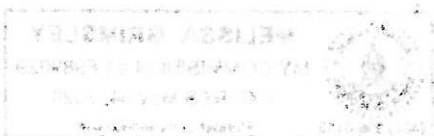
The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Michael Tolarez Title: owner

Signature:  Date: 2/18/19

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Bid # 18-26 MLK Basketball Court remove + replace

This sworn statement is submitted by (entity) All Pro Surfaces LLC whose business address is 695 Seminole Woods Blvd Geneva FL 32742 and (if applicable) Federal Employer Identification Number (FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Tokar and my relationship to the entity named above is Owner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date: 2/18/19

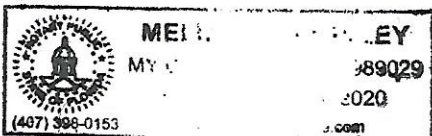
STATE OF FLORIDA

COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 18th day of February, 2019, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: May 4, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Bid # 18-26 MLK Basketball

This sworn statement is submitted by (entity) All Pro Surfaces LLC whose business address is 675 Seminole Woods Blvd Geneva FL 32732 and (if applicable) Federal Employer Identification Number (FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael T. Moore and my relationship to the entity named above is owner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature] Date: 2/18/19
Signature Date:

STATE OF FLORIDA
COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 18th day of February, 2019, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Signature

My Commission expires: May 4, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-26
MLK BASKETBALL COURT REMOVE AND REPLACE

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

AllPro Surfaces LLC

Firm

2/18/19

Date

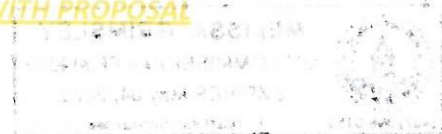
[Signature]

Authorized Signature

Michael Tolare owner

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 TEE & GEE UNDERWRITING MANAGERS, LP 8131 LBJ FREEWAY SUITE 750 DALLAS, TX 75251		CONTACT NAME: CASEY CHRIST PHONE (A/C, No, Ext): 352-495-7719 FAX (A/C, No): 866-203-0907 E-MAIL ADDRESS: CCHRIST@APRADVANTAGE.COM	
INSURED ADVANTAGE PERSONNEL RESOURCES III, INC. 4907 B NW 43RD STREET GAINSVILLE, FL 32606		INSURER(S) AFFORDING COVERAGE INSURER A: STATE NATIONAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12831	

COVERAGES**CERTIFICATE NUMBER:16****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	TGW900096500	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ALTERNATE EMPLOYER, ALL PRO SURFACES, LLC. IS PROVIDED WORKERS COMPENSATION COVERAGE EFFECTIVE 1/1/2019 ONLY FOR EMPLOYEES LEASED FROM ADVANTAGE PERSONNEL RESOURCES III, INC PURSUANT TO THE CLIENT SERVICES AGREEMENT ALL PRO SURFACES, LLC. AND ADVANTAGE PERSONNEL RESOURCES III, INC

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach
ITB# 18-26
204 Ash Street
Fernandina Beach FL 32034

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2019

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

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

PRODUCER V W GOULD AGENCY INC
PO BOX 165
DELAND FL 32721

CONTACT NAME: Vincent Gould
PHONE (A/C, No, Ext): (386)734-3970 FAX (A/C No): (386)734-3979
E-MAIL ADDRESS: karen@gouldfl.com

PRODUCER
CUSTOMER ID #:

INSURED ALL PRO SURFACES LLC
675 SEMINOLE WOODS BLVD.
GENIVA FL 32732

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:	Cypress Property & Casualty	10953
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			FGL 5012173 02	03/17/2019	03/17/2020	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
☒ POLICY	☐ PRO-JECT	☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
	Contractor's E&O						E.L. DISEASE - POLICY LIMIT	\$
	CLAIMS MADE ☐ OCCUR						Per Claim Limit	\$
							Annual Aggregate	\$

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

CERTIFICATE HOLDER

CITY OF FERNANDINA BEACH
ITB 18-26 - 204 ASH ST.
FERNANDINA BEACH FL 32034

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

V W GOULD AGENCY INC
DELAND FL

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-52
Proposal Acceptance - Wood Environment and Infrastructure Solutions, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-52

SYNOPSIS: On October 16, 2018, the City Commission approved Resolution 2018-159 approving a list of professional service firms. Wood Environment and Infrastructure Solutions, Inc. was included on the approved list based on the submitted statement of qualifications.

The Stormwater Director has selected Wood Environment and Infrastructure Solutions, Inc. to render the services as required for the preparation of the Downtown Waterfront Resiliency Master Plan pursuant to the funding agreement with Florida Department of Environmental Protection (FDEP) approved via Resolution 2018-154.

Staff recommends that the City Commission accept the proposal submitted by Wood Environment and Infrastructure, Inc. for the preparation of the Fernandina Beach Downtown Resiliency Master Plan.

FISCAL IMPACT: Funds are budgeted for this project in the Stormwater Improvements account, 470 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-52.

Lorelei Jacobs, Grants Administrator	3/5/2019
Dale Martin, City Manager	3/7/2019
Pauline Testagrose, Comptroller	3/8/2019
Tammi E. Bach, City Attorney	3/8/2019

Date: February 27, 2019

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC. IN THE AMOUNT OF \$35,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2018, the City approved Resolution 2018-159 which approved a list of professional service firms; and

WHEREAS, the firm, Wood Environment and Infrastructure Solutions, Inc. was included in the approved list for continuing service contracts; and

WHEREAS, Resolution 2018-154 approved an agreement with the Florida Department of Environmental Protection to provide funding for this project in the amount of \$35,700; and

WHEREAS, staff recommends that the City Commission accept the proposal submitted by Wood Environment and Infrastructure, Inc. for the preparation of the Fernandina Beach Downtown Resiliency Master Plan; and

WHEREAS, funds are budgeted for this project in the Stormwater Improvements account, 470 56300.

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

SECTION 1. The City Commission hereby accepts the proposal submitted by Wood Environment and Infrastructure Solutions, Inc. in an amount not to exceed \$35,700 for the preparation of the Fernandina Beach Downtown Resiliency Master Plan.

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

ADOPTED this 19th day of March, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

RESOLUTION 2018-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. CM936 FOR THE PRODUCTION OF A FERNANDINA BEACH DOWNTOWN WATERFRONT RESILIENCY MASTER PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City has recently been awarded \$37,500 from the Florida Department of Environmental Protection (FDEP) for the Fernandina Beach Downtown Waterfront Resiliency Master Plan, to be administered as FDEP Project No. CM936; and

WHEREAS, FDEP Project No. CM936 will be included in Stormwater Grant Revenue Account, 470 33400, and Stormwater Professional Services Account, 470 53100, in FY 2018/2019.

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

SECTION 1. The City Commission hereby authorizes FDEP Grant Agreement No. CM936 for the production of a Fernandina Beach Downtown Waterfront Resiliency Master Plan, attached hereto as Exhibit "B".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute FDEP Grant Agreement No. CM936 upon review by the City Attorney.

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

ADOPTED this 16th day of October, 2018.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

RESOLUTION 2017-160

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

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

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

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

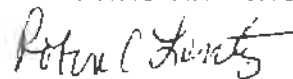
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA. THAT:

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

SECTION 2. This Resolution shall become effective immediately.

ADOPTED this 17th day of October, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Fernandina Beach Downtown Waterfront Resiliency Master Plan	Agreement Number: CM936
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Fernandina Beach	Entity Type: Local Government
Grantee Address: 204 Ash Street, Fernandina Beach, FL 32034	FEID: F59-6000317 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: June 30, 2019
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s):
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Project Description: The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$35,700.00	☐ State ☒ Federal	NA18NOS4190080	\$35,700.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$35,700.00

6. Department's Grant Manager Name: Angel Baratta or successor Address: 3900 Commonwealth Blvd. MS235 Tallahassee, FL 32399 Phone: 850-245-2849 Email: Angel.Baratta@FloridaDEP.gov	Grantee's Grant Manager Name: Andre Desilet or successor Address: 204 Ash Street Fernandina Beach, FL 32034 Phone: 904-310-3431 Email: adesilet@fbfl.org
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☒ Attachment 7: NA18NOS4190080 Grant Award Terms (Federal) *Copy available at https://facts.fldis.com , in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA18NOS4190080
Federal Award Date to Department:	8/13/18
Total Federal Funds Obligated by this Agreement:	\$2,873,000.00
Federal Awarding Agency:	DEPARTMENT OF COMMERCE
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Fernandina Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ATTEST:

By:

Printed Name:

Title:

Date:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.**
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department'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.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/MSaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CM936**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Uninsured and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CM936**

ATTACHMENT 3

Project Title: Fernandina Beach Downtown Waterfront Resiliency Master Plan

Grantee

Organization Name: City of Fernandina Beach
Chief Elected Official or Agency Head: Dale L. Martin
Title: City Manager
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3101
E-Mail Address: dmartin@fbfl.org

Project Manager

Organization Name: City of Fernandina Beach
Name: Andre Desilet
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3431
E-Mail Address: adesilet@fbfl.org

Fiscal Agent

Organization Name: City of Fernandina Beach
Name: Patti Clifford
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3333
E-Mail Address: pclifford@fbfl.org

Mailing Address for Warrant (if other than the Grantee address):

Attachment 3, DEP Agreement #: CM936

1 of 5

FEID No.: 59-6000317

DUNS No.: 079192274

Project Summary

Location: Downtown Fernandina Beach Waterfront

Project Summary: The *Fernandina Beach Downtown Waterfront Resiliency Master Plan* proposed within this funding request would be to enable Fernandina Beach to efficiently and effectively plan future infrastructure investments to ensure the preservation and protection of our historic coastal downtown area from the effects of rising sea levels. The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards. Furthermore, the completed multi-year *Fernandina Beach Downtown Waterfront Resiliency Master Plan* will integrate new waterfront resiliency planning with existing City of Fernandina Beach waterfront planning projects, to produce one highly-actionable multi-year plan which recommends best practices and design, phases of project completion, funding requirements and proposed funding mechanisms, public outreach and communication requirements, and overall recommended policy, capital and comprehensive plan changes, for each project or phase defined within the Plan.

Project Description: As it has been since the 19th century, the City of Fernandina Beach is working hard to be a beautiful place to visit and live in the years to come. Stabilizing the riverfront shoreline to protect our historic, natural, cultural, and economic resources is a key component toward that goal. In 2016, Hurricane Matthew significantly damaged the City's marina and the related storm surge inundated several downtown blocks and buildings. While Hurricane Irma's effect a year later was less significant, both storms re-confirmed concerns detailed in previous reports to City officials: but for the grace of an eastward shift by Hurricane Matthew and a westward shift by Hurricane Irma, downtown Fernandina Beach would have suffered greatly, likely including the hundreds of historic structures located within blocks of the Fernandina Harbor Marina. As the report *Vulnerability Assessment: City of Fernandina Beach* discusses, "Flooding and storm surge still present a very significant threat to the City and its assets." The enclosed 2015 reports, *Shoreline and Resiliency Planning* and *Natural Hazard Adoption and Resiliency*, describe the challenges to Fernandina Beach associated with specific natural disasters (such as hurricanes) and long-term environmental trends (tidal surges and sea level rise). The near-misses of recent storms have raised the awareness and urgency that the City must prepare for and seek resiliency and mitigation options to address the unrelenting power of water.

In Nassau County's Local Mitigation Strategy (LMS), an evaluation and planning document specific to addressing strategies to mitigate Sea Level Rise in waterfront areas remains the #1,

yet unfunded, project. Fernandina Beach has an array of disparate resilience planning documents that require integration and inclusion of additional data to serve for comprehensive planning. Before proceeding with any new resiliency construction improvements on our downtown waterfront district, the City requires the completion of a comprehensive plan that builds upon various local resilience documents, integrates current coastal water and weather projections, and provides recommendations for improvements that will meet the stormwater and coastal challenges of the decades ahead.

Technical Needs and Approach:

Before proceeding with any construction improvements, the City seeks to ensure that investments made are those which adequately serve to protect our historic and cultural resources effectively. Requested components of this study will (at a minimum) include the following:

- **Flooding Assessment:** Summary of flooding problems, identified causes, and categorized potential flood mitigation measures. Consideration of the type of flood event should be addressed to provide recommended actions for nuisance flooding, intermediate flooding, and extreme flooding.
- **Subsidence Hazards and Sea Level Rise:** Examination of existing conditions resulting in subsidence within the study area and impact of sea level rise projections through 2060.
- **Mitigation Measures:** A feasibility study of the identified mitigation measures as a solution to the identified problems and analysis of any existing regulatory challenges stemming from the City's Comprehensive Plan or Land Development Code. Study shall take existing infrastructure into account including Front Street, marina and railroad.
- **Data Review:** Consideration of flooding, subsidence, and sea level rise within the context of cultural and natural resources and any repetitive loss structures within the study area. Existing infrastructure and planned improvements shall be evaluated as well as studies and conceptual plans, including:
 - Fernandina Harbor Marina's Failing Seawall
 - Vulnerability Assessment: City of Fernandina Beach
 - 2017 City of Fernandina Beach Historic District and CRA within a Special Flood Hazard Area
 - 2017 GAI Stormwater Masterplan
 - Waterfront Stormwater Discharge Points
 - Shoreline and Resiliency Planning
 - Natural Hazard Adoption and Resiliency
 - Waterfront Park Schematic Plans
 - Parking Lot B – Construction Drawings
 - Alachua Street RR Crossing 90%Construction Drawings
 - Railroad crossing safety upgrades
 - Proposed Marina Northern Expansion
 - Expansion of mooring field
 - North Attenuator / Fuel Dock repair
 - Attenuator replacement

- Proposed realignment of South Marina basin
- Dredging maintenance operations

- **Community Involvement:** Consultant shall and form and organize meetings of a steering committee to provide guidance on goals and objectives. Consultant shall design and organize public outreach and assist City staff with implementation. Existing citizen groups shall be engaged to solicit input on mitigation recommendations and potential impacts.
- **Methods:** Define and analyze costs and benefits of mitigation solutions that involve structural design or alteration and incorporate existing schematic engineering plans for Front Street and waterfront park construction.
 - A subcomponent of the study is the need for a multi-modal feasibility analysis and concept renderings of converting existing two-way east/west streets on Ash Street and Alachua Street to one-way streets to obtain more on-street parking options and recommendations with renderings for North and South Front Street traffic flow. The sub-element of the planning document will serve to promote conditions for a safe and lively connection to the waterfront where pedestrians, bicyclist, and all users can feel safe and comfortable while minimizing intermodal conflicts.
- **Final Recommendations:** Including concept renderings and impact analysis on existing structures for long-term flood protection with an approach for phasing of improvements in connection with the City's established waterfront park plans. Recommendations should include a schematic level landscape plan specific to the recommended mitigation strategies. Any policy level changes specific to the City's Comprehensive Plan or Land Development Code to address recommended approaches should be provided. A proposed implementation schedule and capital improvement plan shall be provided, as well as a summary of level of protection provided for each phase.
- **Funding Options:** A summary of the opportunities that exist for the City to pursue grants and opportunities for public-private partnerships to support City funding for implementation of recommended mitigation measures. An analysis and recommendation concerning special assessment or incentive for privately owned waterfront property shall be included. Summary of grants shall include FEMA Flood Mitigation Assistance and Pre Disaster Mitigation, U.S. Army Corps of Engineers Continuing Authority Programs, SJRWMD REDI and Innovative Projects Cost Share programs.

Total Budget Summary:

AGREEMENT TOTAL	\$ 35,700
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Categories	Task 1	TOTAL BY CATEGORY

Salaries	\$	\$
Fringe	\$	\$
Contractual	\$35,700	\$ 35,700
Indirect	\$	\$
SUB-TOTAL BY TASK	\$35,700	\$ 35,700

Total Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date. *Delete any rows that are not applicable.*

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date	Task Funding Amount
1a	Flooding and SLR Assessment	08/30/2018	12/31/2018		\$8,925
1b	Data Review and Mitigation Evaluation	08/30/2018	3/31/2019		\$8,925
1c	Community Outreach	12/31/2018	6/30/2019		\$8,925
1d	Final Report			08/30/2019	\$8,925

Tasks and Deliverables

Task 1

Title: Waterfront Resiliency Master Plan Preparation

Description: Evaluation, study and mitigation planning to provide recommendations for waterfront Resiliency

Deliverable: Final Master Plan document

Due Date: September 30, 2019

Task 1 Funding Amount: \$35,700

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above. *Delete any rows that are not applicable.*

Budget for Task 1:

Category	Grant Funds
Contractual:	\$ 35,700
TASK TOTAL:	\$35,700

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall 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 completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Commerce, National Oceanic and Atmospheric Administration	11.419	Coastal Zone Management Program Administration	\$35,700	140061

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award				\$35,700	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following is added to paragraph 8.h., Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:

The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
 - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
 - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”

Current Federal Geospatial Data Committee (FGDC) standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.

- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment I, Standard Terms and Conditions.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department's website at <https://floridadep.gov/fco/fcmp/content/grants> or by contacting the Department's Grant Manager for a copy) and the following statement on the cover or the first page:

“This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA18NOS4190080. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”

The next printed line shall identify the month and year of the publication.

The Grantee must receive approval in writing from the Department's Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The

Grantee must also provide the Department's Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

- c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.
- d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/fco/fcmp/content/grants>) and the following language:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

- e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.

ATTACHMENT 8

Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

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

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: <https://apply07.grants.gov/apply/forum/sample/SF.L.L.L.1.2.P-V1.2.pdf>.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.3-40)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination.

18. Additional Lobbying Requirements

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454e, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF COMMERCE-SPECIFIC

21. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online (http://www.oscc.doc.gov/oam/grants_management/policy/default.htm) and incorporated by reference.

22. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

23. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Property Management Requirements

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment

purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC

26. 26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

27. Investigating Scientific Integrity or Scientific and Research Misconduct

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

28. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	CM936		
Grantee Name:	City of Fernandina Beach		
Grantee Address:	204 Ash Street, Fernandina Beach, FL 32034		
Grantee's Grant Manager:	Andre Desilet	Telephone No.:	904-310-3431
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CM936 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: CM936 Agreement Effective Dates: _____

Grantee: City of Fernandina Beach Grantee's Grant Manager: Andre Desilet

Mailing Address: 204 Ash Street, Fernandina Beach, FL 32034

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS
Salaries/Wages	\$	\$
Fringe Benefits	\$	\$
Indirect Cost	\$	\$
Contractual (Subcontractors)	\$	\$
TOTAL AMOUNT	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$	
Less Total Cumulative Payment Requests of:	\$	
TOTAL REMAINING IN TASK	\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

EXHIBIT F

DEP AGREEMENT NO. CM936

Fernandina Beach Downtown Waterfront Resiliency Master Plan

City of Fernandina Beach

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office for Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA29NQS4190080. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

Month & year

Final Project Report

Fernandina Beach Downtown Waterfront Resiliency Master Plan

Executive Summary

Methodology

Outcome

--

Further Recommendations

--

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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

RESOLUTION 2018-159

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, THROUGH REQUEST FOR QUALIFICATIONS 2018-18, APPROVING A LIST OF QUALIFIED PROFESSIONAL SERVICE FIRMS; AMENDING THE CITY PURCHASING POLICIES AND PROCEDURES MANUAL; AUTHORIZING EXECUTION OF CONTINUING CONTRACTS WITH SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City often has need for professional services (as defined by the Consultants' Competitive Negotiation Act [hereinafter "CCNA"]; Florida Statute 287.055, Sec. 2[a]) that are beyond the capabilities of existing City staff; and

WHEREAS, the City, through Request for Qualifications 2018-18, solicited qualifications from professional service providers and, through an Evaluation Committee, reviewed said qualifications; and

WHEREAS, the CCNA, Sec (2)(g) defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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 list of professional service firms, attached hereto as Exhibit "A."

SECTION 2. The City Manager and City Attorney are hereby authorized to enter into a continuing contract with firms included in "Exhibit A." Said continuing contract must include as an attachment the current fee schedule associated with each firm. Said continuing contract will be a term to run from November 1, 2018 through December 31, 2021, inclusive.

SECTION 3. The City's Purchasing Policies and Procedures Manual approved via Resolution 2018-78 is hereby amended to account for provisions included in CCNA, specifically adding the following to Sec. 3(F):

Professional services estimated to cost less than \$20,000 may be procured by choosing professional services providers from the list of professionals with continuing contracts, as defined by Section 287.055, Fla. Stats. ("CCNA"). Purchases for professional services are exempt from competitive purchasing requirements and exempt from the requirement for quotes if the professional has a continuing contract and estimated costs for the services is \$200,000 or less. Professional services estimated to cost between \$20,000 and \$200,000

must be approved by the City Commission even if a professional has a continuing contract with the City; however, these purchases are not subject to request for qualifications procedures as set forth in CCNA.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 16th day of October 2018.

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

RESOLUTION 2018-159
EXHIBIT A

Professional Provider	Location	Service
Arminius Consultants, LLC	Orlando, FL	Engineering
Applied Technology & Mgmt (ATM)	Gainesville, FL	Engineering
Ayers Associates, Inc.	Jacksonville, FL	Engineering
Baker Design Build	Jacksonville, FL	Engineering
Bhide & Hall Architects, PA	Orange Park, FL	Architecture
Castle Bay Design Studio	St. Augustine, FL	Landscape Architect
Civil Services, Inc. (CSI)	Jacksonville, FL	Engineering
CMAR Consulting, LLC	Jacksonville, FL	Engineering
Coyle & Caron Landscape Architecture	Orlando, FL	Landscape Architect
CPH, Inc.	Jacksonville, FL	Engineering
Fisher/Koppenhafer Architecture/Interior	Jacksonville, FL	Architecture
Four Waters Engineering	Jacksonville, FL	Engineering
Gillette & Associates, Inc.	Fernandina Beach, FL	Engineering
GAI Consultants, Inc	Jacksonville, FL	Engineering Landscape Architecture Survey and Mapping
Hanson Professional Services, Inc.	Jacksonville, FL	Engineering
Jones Edmonds & Assoc, Inc.	Jacksonville, FL	Engineering
Manzie & Drake Land Surveying	Fernandina Beach, FL	Surveying

Marquis Latimer & Halback	St. Augustine, FL	Landscape Architect
MRD Assoc, Inc.	Destin, FL	Engineering
Olsen Associates, Inc.	Jacksonville, FL	Engineering
R.E. Holland & Assoc, Inc.	Jacksonville, FL	Surveying and Mapping
Stone Engineering Group	Jacksonville, FL	Engineering
Systech Fire Protection LLC	Ruther Glen, VA	Engineering
Terracon Consultants, Inc.	Winterpark, FL	Engineering Architecture
TLC Engineering for Architecture	Jacksonville, FL	Engineering
Wood Environmental & Infrastructure Solutions, Inc.	Jacksonville, FL	Engineering

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

CONTINUING CONTRACT

This AGREEMENT made on the 27th day of November, 2018 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, **Wood Environment & Infrastructure Solutions, Inc.**, whose address is 6256 Greenland Road, Jacksonville, FL, 32258, ("CONSULTANT").

For the consideration hereinafter set forth, **Wood Environment & Infrastructure Solutions, Inc** 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 Exhibit "A" - Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT (CONTINUING CONTRACT)

The CITY enters into this AGREEMENT in accordance with all the procedures of the Consultants' Competitive Negotiation Act, Sec. 287.055, Fla. Stats. ("CCNA"). The CITY issued Request for Qualifications 2018-18 on July 13, 2018. The CITY qualified the CONSULTANT using an evaluation committee process. The CONSULTANT understands and agrees that this AGREEMENT is defined as a "continuing contract" under the CCNA and is non-exclusive. A "continuing contract" under CCNA is for professional services provided to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 Million or for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000. This AGREEMENT provides a termination clause in subsection 4(M) below.

A. Fees

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

1. Lump Sum Method - Wherein the City of Fernandina Beach shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of the CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.
2. Standard Hourly Rate Method (Time and Material Not to Exceed) - Wherein the City of Fernandina Beach shall pay the CONSULTANT the agreed upon hourly rates for time actually engaged on the work covered by this agreement.
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 because 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 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. Construction Phase Services (if applicable)

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by purchase order or task order, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a purchase order or task order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Fernandina Beach against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Fernandina Beach reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

M. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any

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

ARTICLE 5 - ADDITIONAL COSTS

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

SubCONSULTANTS

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

1. Labor Services - The labor services of approved SubCONSULTANTs, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.
2. Out of Scope Expertise - The services of approved SubCONSULTANTs, including but not limited to construction managers, engineers and architects, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.
3. Approval - The use of any SubCONSULTANT, professional service or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubCONSULTANTs or specialists may be retained by the CONSULTANT.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

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

B. Available Information

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

C. Service of Others

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

D. Examine Work of the CONSULTANT

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

E. Approvals and Permits

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

F. Costs

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

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers and employees, from and against liability and reasonable expense, including reasonable attorney's fees, in connection with claims, demands, damages, actions, causes of action, and suits, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the 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 and shall not be limited by the amount of any insurance required to be obtained or maintained under this 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.

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

CITY OF FERNANDINA BEACH, FLORIDA,

a municipal corporation



Dale L. Martin, City Manager

Approved as to Form and Legality:

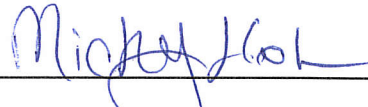


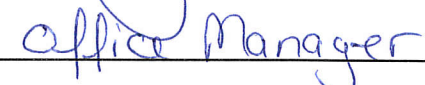
Tammi Bach, City Attorney



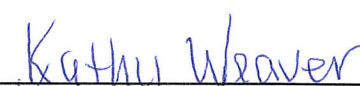
Caroline Best, City Clerk

WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.
CONSULTANT

By: 

Title: 

WITNESS:

Name: 

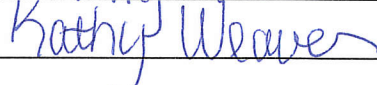
Sign: 

Exhibit "A"
Scope of Services
Professional Services
City of Fernandina Beach
RFQ 2018-18

The following professional services can be provided, but not limited to, the following:

1. Engineering Services including but not limited to:
 - a. Roadway and transportation facility design
 - b. Stormwater and drainage design
 - c. Bridge and structural design
 - d. Pavement design
 - e. Maintenance of traffic
 - f. Signing and pavement marking design
 - g. Lighting and signalization design
 - h. Site civil design
 - i. Trail and recreational facility design
 - j. General engineering studies
 - k. Project and Program management services
 - l. Design Criteria Package development
 - m. Coastal engineering and dredge material management
 - n. Waterfront structure design
 - o. CEI services
2. Planning and studies including but not limited to:
 - a. Resiliency Master Plans
 - b. Climate Action Plans
 - c. Traffic studies
 - d. Environmental studies and reports
 - e. Impact and utility fee assessments
 - f. Transportation planning studies
 - g. Modeling, including traffic and Stormwater
3. Applications including and not limited to:
 - a. Permit applications
 - b. Grant and funding requests
 - c. Project partnership agreements
4. Project support activities including but not limited to:
 - a. Public outreach and involvement
 - b. Public meeting preparation and participation
 - c. Project prioritization and resiliency evaluations
 - d. Scheduling services
 - e. Project administrative services
 - f. Bid package preparation and assistance
 - g. Request for Proposal support services
 - h. Post design services

Fee Schedule
Professional Services
City of Fernandina Beach
RFQ 2018-18

Title	2019 Hourly Rate
Senior Principal, PE or PG	\$200.00
Principal Engineer/Scientist/Project Manager, PE or PG	\$165.00
Senior Engineer/Scientist, PE or PG	\$145.00
Project Engineer/Scientist	\$100.00
Staff Engineer/Scientist/Project Coordinator	\$90.00
CADD Operator	\$80.00
Senior Engineering Technician	\$70.00
Administrative/Clerical Support	\$55.00
Engineering Technician	\$55.00



Wood Environment & Infrastructure Solutions, Inc.
6256 Greenland Road
Jacksonville, Florida 32258
Phone: 904.396.5173 • Fax: 904.396.5703
www.woodplc.com

February 13, 2019

Mr. Andre Desilet, P.E., CFM
Stormwater Director
City of Fernandina Beach
1181 S 5th Street
Fernandina Beach, FL 32034

**Subject: Downtown Waterfront Resiliency Master Plan
Professional Services Contract – RFQ 2018-18**

Dear Mr. Desilet,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal related to the development of a *Downtown Waterfront Resiliency Master Plan* for the City of Fernandina Beach (City).

Project Information

The City applied for funding to develop the *Downtown Waterfront Resiliency Master Plan* to enable Fernandina Beach to efficiently and effectively plan future infrastructure investments to ensure the preservation and protection of our historic coastal downtown area from the effects of rising sea levels. The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards.

Scope of Services

Wood will develop a draft of the *Downtown Waterfront Resiliency Master Plan* that provides written content responsive to the eight tasks documented in the grant application (Attachment A to this proposal). It is agreed that the City of Fernandina Beach will be responsible for performing the community outreach efforts associated with the project. Services to be provided include:

Task 1 – Data Review and Summary: Wood will review City documents and plans related to resiliency and create a high-level summary of existing information available. This will include development of a



timeline graphic to depict when various assessments or projects were completed. Anticipated documents and plans to be reviewed include:

Reports/Assessments

Fernandina Harbor Marina's Failing Seawall

Vulnerability Assessment: City of Fernandina Beach

2017 City of Fernandina Beach Historic District and CRA within a Special Flood Hazard Area

2017 GAI Stormwater Masterplan

Waterfront Flood Protection Preservation

Sea Level Rise Report (under development)

Project Plans

Waterfront Park Schematic Plans

Front Street 60% Plans

Parking Lot B – Construction Drawings

Alachua Street RR Crossing 90% Construction Drawings

Proposed Marina Northern Expansion

General Information (as available)

Waterfront Stormwater Discharge Points

Shoreline and Resiliency Planning

Natural Hazard Adoption and Resiliency

Expansion of mooring field

North Attenuator / Fuel Dock repair

Attenuator replacement

Proposed realignment of South Marina basin

Dredging maintenance operations

Task 2 – Framework Development and Gap Analysis: Wood will develop a framework for the *Downtown Waterfront Resiliency Master Plan* that addresses the items outlined in the grant application. Based on this framework and the data review from Task 1, Wood will conduct a gap analysis to determine additional data and planning needs. Where information is available from previous plans or studies, it will be incorporated into the Plan. Where information is not available, those items will be considered for further review or development under Task 4.

Task 3 – Scorecard Development: Wood will develop a system for the City to evaluate projects planned and underway against a set of resilience parameters. The system for evaluating projects is expected to consist of two parts: a project screening checklist and a more detailed project scorecard. The project screening checklist will collect some basic information on the project and provide several yes/no questions to determine whether the project has the potential to impact City resilience. The project scorecard will establish a scoring system such that projects selected from the checklist can be quantified and ranked for their 'level of resilience' and the City can identify, prioritize and build projects that will have the most significant impact to the City. The scorecard will be provided as an Excel spreadsheet.

Task 4 – Address Gaps: Wood will provide recommendations based on the Gap Analysis in Task 2 on additional items that can be addressed with the remaining grant funds.

City's Responsibilities

The City will provide the following information to Wood and perform the following services related to the project:

- Develop the Flooding Assessment and Sea Level Rise Report
- Conduct public forum to gather information on priorities related to resiliency

Compensation

It is our understanding that this work will be completed in accordance with the Professional Services Contract – RFQ 2018-18 effective November 27, 2018. The budget is estimated at a not-to-exceed base price of thirty-five thousand, seven hundred dollars (\$35,700.00). The breakdown of estimated costs by task is as follows:

TASK	COST
Task 1 – Data Review and Summary	\$7,000
Task 2 – Framework Development and Gap Analysis	\$12,000
Task 3 – Scorecard Development	\$10,000
Task 4 – Address Gaps	\$6,700
Total Estimated Cost	\$35,700

Period of Service

Wood will commence work upon receipt of Notice to Proceed (NTP) from City staff. The completion of the Downtown Waterfront Resiliency Master Plan is expected to be completed by August 30, 2019 in accordance with the grant agreement.

Authorization

It is our understanding that the City will authorize this work through an executed Task Order in accordance with our Professional Services Contract – RFQ 2018-18. Wood shall not perform any work unless authorized by the Task Order.

We appreciate the opportunity to present this proposal. Please contact Rebecca Vanderbeck at (904) 699-7768 if you have any questions or need any additional information.

Sincerely,

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.



Rebecca J. Vanderbeck, P.E.
Project Manager



Michael J. Holm, P.E.
Jacksonville Office Manager



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CM936**

ATTACHMENT 3

Project Title: Fernandina Beach Downtown Waterfront Resiliency Master Plan

Grantee

Organization Name: City of Fernandina Beach
Chief Elected Official or Agency Head: Dale L. Martin
Title: City Manager
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3101
E-Mail Address: dmartin@fbfl.org

Project Manager

Organization Name: City of Fernandina Beach
Name: Andre Desilet
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3431
E-Mail Address: adesilet@fbfl.org

Fiscal Agent

Organization Name: City of Fernandina Beach
Name: Patti Clifford
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3333
E-Mail Address: pclifford@fbfl.org

Mailing Address for Warrant (if other than the Grantee address):

FEID No.: 59-6000317

DUNS No.: 079192274

Project Summary

Location: Downtown Fernandina Beach Waterfront

Project Summary: The *Fernandina Beach Downtown Waterfront Resiliency Master Plan* proposed within this funding request would be to enable Fernandina Beach to efficiently and effectively plan future infrastructure investments to ensure the preservation and protection of our historic coastal downtown area from the effects of rising sea levels. The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards. Furthermore, the completed multi-year *Fernandina Beach Downtown Waterfront Resiliency Master Plan* will integrate new waterfront resiliency planning with existing City of Fernandina Beach waterfront planning projects, to produce one highly-actionable multi-year plan which recommends best practices and design, phases of project completion, funding requirements and proposed funding mechanisms, public outreach and communication requirements, and overall recommended policy, capital and comprehensive plan changes, for each project or phase defined within the Plan.

Project Description: As it has been since the 19th century, the City of Fernandina Beach is working hard to be a beautiful place to visit and live in the years to come. Stabilizing the riverfront shoreline to protect our historic, natural, cultural, and economic resources is a key component toward that goal. In 2016, Hurricane Matthew significantly damaged the City's marina and the related storm surge inundated several downtown blocks and buildings. While Hurricane Irma's effect a year later was less significant, both storms re-confirmed concerns detailed in previous reports to City officials: but for the grace of an eastward shift by Hurricane Matthew and a westward shift by Hurricane Irma, downtown Fernandina Beach would have suffered greatly, likely including the hundreds of historic structures located within blocks of the Fernandina Harbor Marina. As the report *Vulnerability Assessment: City of Fernandina Beach* discusses, "Flooding and storm surge still present a very significant threat to the City and its assets." The enclosed 2015 reports, *Shoreline and Resiliency Planning* and *Natural Hazard Adoption and Resiliency*, describe the challenges to Fernandina Beach associated with specific natural disasters (such as hurricanes) and long-term environmental trends (tidal surges and sea level rise). The near-misses of recent storms have raised the awareness and urgency that the City must prepare for and seek resiliency and mitigation options to address the unrelenting power of water.

In Nassau County's Local Mitigation Strategy (LMS), an evaluation and planning document specific to addressing strategies to mitigate Sea Level Rise in waterfront areas remains the #1,

yet unfunded, project. Fernandina Beach has an array of disparate resilience planning documents that require integration and inclusion of additional data to serve for comprehensive planning. Before proceeding with any new resiliency construction improvements on our downtown waterfront district, the City requires the completion of a comprehensive plan that builds upon various local resilience documents, integrates current coastal water and weather projections, and provides recommendations for improvements that will meet the stormwater and coastal challenges of the decades ahead.

Technical Needs and Approach:

Before proceeding with any construction improvements, the City seeks to ensure that investments made are those which adequately serve to protect our historic and cultural resources effectively. Requested components of this study will (at a minimum) include the following:

- **Flooding Assessment:** Summary of flooding problems, identified causes, and categorized potential flood mitigation measures. Consideration of the type of flood event should be addressed to provide recommended actions for nuisance flooding, intermediate flooding, and extreme flooding.
- **Subsidence Hazards and Sea Level Rise:** Examination of existing conditions resulting in subsidence within the study area and impact of sea level rise projections through 2060.
- **Mitigation Measures:** A feasibility study of the identified mitigation measures as a solution to the identified problems and analysis of any existing regulatory challenges stemming from the City's Comprehensive Plan or Land Development Code. Study shall take existing infrastructure into account including Front Street, marina and railroad.
- **Data Review:** Consideration of flooding, subsidence, and sea level rise within the context of cultural and natural resources and any repetitive loss structures within the study area. Existing infrastructure and planned improvements shall be evaluated as well as studies and conceptual plans, including:
 - Fernandina Harbor Marina's Failing Seawall
 - Vulnerability Assessment: City of Fernandina Beach
 - 2017 City of Fernandina Beach Historic District and CRA within a Special Flood Hazard Area
 - 2017 GAI Stormwater Masterplan
 - Waterfront Stormwater Discharge Points
 - Shoreline and Resiliency Planning
 - Natural Hazard Adoption and Resiliency
 - Waterfront Park Schematic Plans
 - Parking Lot B – Construction Drawings
 - Alachua Street RR Crossing 90%Construction Drawings
 - Railroad crossing safety upgrades
 - Proposed Marina Northern Expansion
 - Expansion of mooring field
 - North Attenuator / Fuel Dock repair
 - Attenuator replacement

- Proposed realignment of South Marina basin
- Dredging maintenance operations

- Community Involvement: Consultant shall and form and organize meetings of a steering committee to provide guidance on goals and objectives. Consultant shall design and organize public outreach and assist City staff with implementation. Existing citizen groups shall be engaged to solicit input on mitigation recommendations and potential impacts.
- Methods: Define and analyze costs and benefits of mitigation solutions that involve structural design or alteration and incorporate existing schematic engineering plans for Front Street and waterfront park construction.
 - A subcomponent of the study is the need for a multi-modal feasibility analysis and concept renderings of converting existing two-way east/west streets on Ash Street and Alachua Street to one-way streets to obtain more on-street parking options and recommendations with renderings for North and South Front Street traffic flow. The sub-element of the planning document will serve to promote conditions for a safe and lively connection to the waterfront where pedestrians, bicyclist, and all users can feel safe and comfortable while minimizing intermodal conflicts.
- Final Recommendations: Including concept renderings and impact analysis on existing structures for long-term flood protection with an approach for phasing of improvements in connection with the City's established waterfront park plans. Recommendations should include a schematic level landscape plan specific to the recommended mitigation strategies. Any policy level changes specific to the City's Comprehensive Plan or Land Development Code to address recommended approaches should be provided. A proposed implementation schedule and capital improvement plan shall be provided, as well as a summary of level of protection provided for each phase.
- Funding Options: A summary of the opportunities that exist for the City to pursue grants and opportunities for public-private partnerships to support City funding for implementation of recommended mitigation measures. An analysis and recommendation concerning special assessment or incentive for privately owned waterfront property shall be included. Summary of grants shall include FEMA Flood Mitigation Assistance and Pre Disaster Mitigation, U.S. Army Corps of Engineers Continuing Authority Programs, SJRWMD REDI and Innovative Projects Cost Share programs.

Total Budget Summary:

AGREEMENT TOTAL	\$ 35,700
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Categories	Task 1	TOTAL BY CATEGORY
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Salaries	\$	\$
Fringe	\$	\$
Contractual	\$35,700	\$ 35,700
Indirect	\$	\$
SUB-TOTAL BY TASK	\$35,700	\$ 35,700

Total Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date. *Delete any rows that are not applicable.*

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date	Task Funding Amount
1a	Flooding and SLR Assessment	08/30/2018	12/31/2018		\$8,925
1b	Data Review and Mitigation Evaluation	08/30/2018	3/31/2019		\$8,925
1c	Community Outreach	12/31/2018	6/30/2019		\$8,925
1d	Final Report			08/30/2019	\$8,925

Tasks and Deliverables

Task 1

Title: Waterfront Resiliency Master Plan Preparation

Description: Evaluation, study and mitigation planning to provide recommendations for waterfront Resiliency

Deliverable: Final Master Plan document

Due Date: September 30, 2019

Task 1 Funding Amount: \$35,700

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above. *Delete any rows that are not applicable.*

Budget for Task 1:

Category	Grant Funds
Contractual:	\$ 35,700
TASK TOTAL:	\$35,700

Task Number	Position Title	Total hours spent per task	Maximum salary per hour (shall be based on actual salary)	Fringe (either % or fringe per hour)
			\$	
			\$	

Repeat this page for each task.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-53
Sole Source Vendor Approval - Arete Industries / Budget Amendment - Sanitation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-53

SYNOPSIS:

The City's Purchasing Policy requires that any budget amendment over \$7,500 and any purchases over \$20,000 obtain City Commission approval.

The purpose of this Resolution is to obtain City Commission approval for a budget amendment in the amount of \$100,000 from the Sanitation contingency account to the Sanitation Non-capital Equipment account and to approve Arete Industries as a sole source vendor in the current fiscal year. Arete Industries is a Florida-based company with thirty-five years of experience that manufactures waste containment enclosures out of recycled plastic lumber. The units incorporate marine grade stainless steel hardware manufactured for use in marine environments. Arete Industries has provided similar units to the City of Gainesville, the City of Sarasota, and Florida Fish and Wildlife Conservation.

FISCAL IMPACT:

Funds were not included budgeted in the Sanitation Non-capital Equipment account. Staff recommends transferring \$100,000 from Sanitation Contingency account, 440 59990, to Sanitation Non-capital Equipment account, 440 56401.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-53.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	3/1/2019
Tammi E. Bach, City Attorney	3/4/2019
Nicole Bednar, Administrative Services Manager	3/5/2019
Dale Martin, City Manager	3/7/2019
Pauline Testagrose, Comptroller	3/7/2019
Katie Newton, Legal Assistant	3/8/2019

Date: February 21, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING ARETE INDUSTRIES AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; APPROVING AN AMENDMENT TO THE BUDGET IN FY 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Purchasing Policy requires that any budget amendment over \$7,500 and any purchases over \$20,000 obtain City Commission approval; and

WHEREAS, the City explored options for the collection of refuse along its beaches and recommends purchasing trash enclosure units from Arete Industries which manufactures custom built units; and

WHEREAS, effective garbage containment is necessary and prompt action is needed prior to the busy beach season, hence the sole source purchase. In lieu of the standard bid process, staff requests the approval to purchase directly through Arete Industries; and

WHEREAS, funds were not budgeted in the Sanitation Improvement account; therefore, staff recommends transferring \$100,000 from the Sanitation Contingency account, 440 59990, to the Sanitation Equip-Non Capital account, 440 56401.

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

SECTION 1. The City Commission hereby approves Arete Industries as a sole source vendor for the purchase of trash container enclosure units to be used along the beach. 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. This sole source purchase is only permitted if the Tourist Development Council agrees to reimburse 100% of the cost of these enclosure units in FY 2018/19.

SECTION 2. The City Commission hereby approves an amendment to the budget by transferring \$100,000 from the Sanitation Contingency account, 440 59990, to the Sanitation Equip-Non Capital account, 440 56401.

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

ADOPTED this 19th day of March, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

Draft

Number: SO9559

Date: 01/24/2019

Sold To:

City of Fernandina
Attn: Ronald "Chip" Ross
204 Ash Street
Fernandina Beach, FL
32034
Phone: +14103940220
Email: cross@fbfl.org

Bill To:

City of Fernandina
Attn: Ronald "Chip" Ross
204 Ash Street
Fernandina Beach, FL
32034
Phone: +14103940220
Email: cross@fbfl.org

Ship To:

City of Fernandina
Attn: Ronald "Chip" Ross
204 Ash Street
Fernandina Beach, FL
32034
Phone: +14103940220
Email: cross@fbfl.org

Salesperson	PO Reference	Ship Via	Terms	F.O.B.
John Glenzer			50% Deposit / Net 30	FOB-Arete

Model	Quantity	Description	Unit Price	Price
SOXXXX-CUST-FURNISHINGS	45.000	Custom Angled top roll-in cart enclosure 95 gallon size, recycled BLUE pastic w/ Weathered wood post Stainless steel Hardware anchor straps 1/2" RP sheet / dado joint construction. lableing TBD Specific custom design in CAD drawing	\$ 2,070.99	\$ 93,194.55
DEL-PRD	1.000	Delivery Products - (Shipping & Handling Estimate) Narrowed down this number based on having 2 dedicated trucks deliver 23+22=45 units in 2 shipments.	\$ 2,000.00	\$ 2,000.00

Subtotal	\$ 95,194.55
Taxes	\$ 0.00
Total	\$ 95,194.55



City of Fernandina Beach Sample Design

File Name:
 Fernandina-Roll-Waster_Sample
 Account Rep: John
 Illustration: Scott

Item Description:

Roll in Waste Unit

This is a visual representation.

Final size and color of product may vary.



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-54
Proposal Approval - Beach Raker, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-54

SYNOPSIS:

City staff explored options for cleaning City beaches and recommends purchasing beach cleaning services from Beach Raker, LLC by piggybacking on the Jacksonville Beach contract from December 2018. The City's contract with Rollins Snelling, LLC was terminated on January 31, 2019, which covered removal of personal items and cleaning City beaches, and it is necessary to enter into a new contract for beach cleaning prior to the busy beach season. The cost proposal from Beach Raker, LLC is \$200,000 annually or \$16,666.66 per month with a 2% automatic annual increase.

Commission approval of this piggyback purchase is contingent upon the Amelia Island Tourist Development Council (TDC) reimbursing the City 100% of the cost in FY 2018/2019.

FISCAL IMPACT: Funds are budgeted in the General Fund Parks Contractual account 0017210 53400. Revenue for the TDC reimbursement was budgeted in the General Fund TDC Revenue account 001 36997.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-54.

Tammi E. Bach, City Attorney	3/5/2019
Dale Martin, City Manager	3/7/2019
Pauline Testagrose, Comptroller	3/7/2019
Tammi E. Bach, City Attorney	3/8/2019

Date: March 01, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM BEACH RAKER, LLC IN AN AMOUNT NOT TO EXCEED \$200,000 FOR BEACH CLEANING SERVICES BY WAY OF A PIGGYBACK PURCHASE IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff explored options for cleaning City beaches and recommends purchasing beach cleaning services from Beach Raker, LLC by piggybacking on the Jacksonville Beach contract; and

WHEREAS, the City's contract with Rollins Snelling, LLC was terminated on January 31, 2019 which covered removal of personal items and cleaning City beaches, and it is necessary to enter into a new contract for beach cleaning prior to the busy beach season; and

WHEREAS, funds are budgeted in the General Fund Parks Contractual account 0017210 53400 and the revenue reimbursement from the TDC was budgeted in the General Fund TDC Revenue account 001 36997.

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

SECTION 1. The City Commission hereby approves Beach Raker, LLC to clean City beaches by "handpicking" City beaches with no mechanical raking and removing personal property items left abandoned on City beaches in accordance with the cost proposal attached hereto as Exhibit "A".

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. This piggyback purchase is only permitted if the Amelia Island Tourist Development Council agrees to reimburse 100% of the costs of beach cleaning by Beach Raker, LLC in FY 2018/2019.

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

ADOPTED this 19th day of March, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

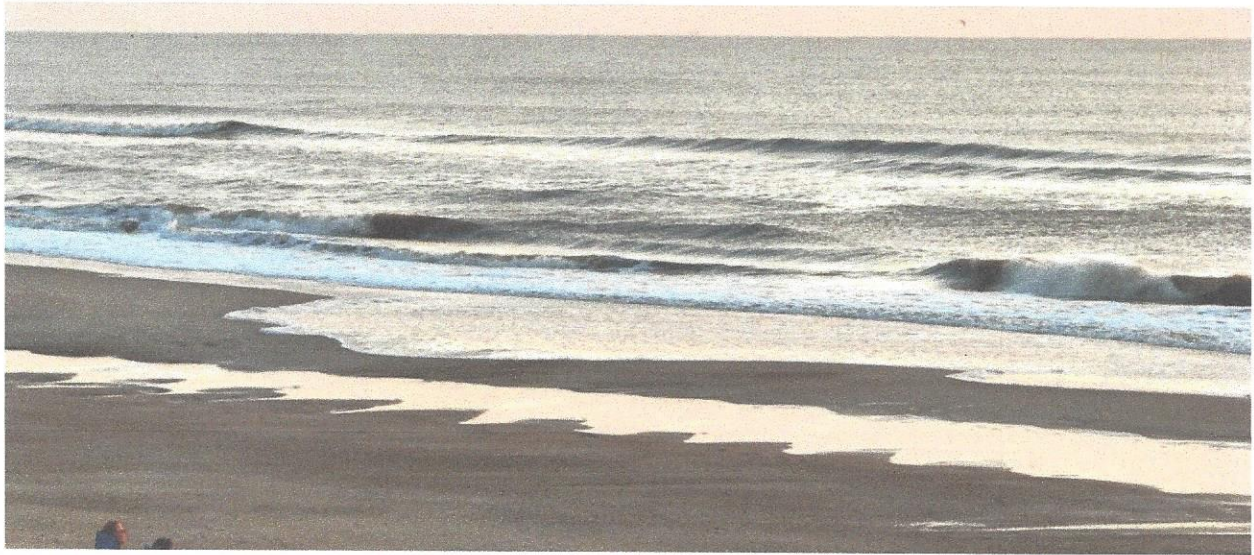
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

FERNANDINA BEACH



Beach Raker LLC
220 NE 13 Street
Pompano Beach FL 33063

954-560-3906

City of Fernandina Beach

Index

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- B. Safety Record
- C. Photo of Polaris with Trailer
- D. Equipment List
- E. Current Municipal Clients
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- G. Organizational Facilities
- H. Entity Detail
 - a. State Certificate in Good Standing
 - b. Broward County Local Business Tax Receipt
- I. Pricing

A

Beach Raker

220 NE 13th Street, Pompano Beach, FL 33060 | 954-560-3906 | customerservice@floridabeachraker.com

March 11, 2019

City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

RE: Letter Expressing Interest to Perform Beach Cleaning Services

To Whom It May Concern,

Beach Raker has been providing beach cleaning services to cities, towns, condominiums, resorts and private estate homes for over 40 years. We are the only full time, professional, beach service company in South Florida. Our patented equipment and cleaning methods have been developed based on over 40 years of experience cleaning beach front properties in one of the most densely populated areas in the United States. Beach Raker is the only beach cleaning company that currently holds a Broward County permit to bury seaweed.

We work very closely with FWC, FDEP, and County Natural Resources Departments to insure we are compliant with all of the regulations regarding beach cleaning methods, turtle nesting, beach erosion control, and beach re-nourishment. ***Note: We are the ONLY private beach cleaning organization authorized by the State of Florida to re-establish washed out Turtle Nests after severe storms. This enables our City and Town Clients to have their public beaches cleaned and accessible immediately after a severe storm event – without service interruption!***

Beach Raker has approximately 235 clients in seven counties: Palm Beach, Broward, Monroe, Dade, Nassau, Sarasota and Duval covering 75 miles of beach front. Our municipal accounts include City of Marathon, City of Dania Beach, City of Pompano Beach, The Town of Lauderdale By The Sea, The Village of Key Biscayne, City of Ft. Lauderdale, City of Hollywood, City of Deerfield Beach, Bal Harbour Village, City of Venice, City of Miami Beach, City of Key West and City of Jacksonville Beach. We are the ONLY private organization that currently provides and beach raking services for municipal clients in Broward County.

Finally, we are very excited to have Fernandina Beach considering Beach Raker to continue offering their beach cleaning services.

Thank you for this opportunity,


George (Chip) L. Jones Jr.
President
Beach Raker LLC

B

SAFETY RECORD

Beach Raker has not received any safety violations, assessments, or citations from the government agencies that we perform beach cleaning services in the past five (5) years. We attribute this great safety record to our hiring and training practices, we are a drug free work policy. Our operators use heavy equipment in densely populated areas, consequently we strongly emphasize equipment and operator safety. We have daily talks and weekly safety meetings with our operators to stress the importance of safety. We also stress the importance of reduced speed on the beach, 10 feet minimum away from beach goers and their possessions, and to err on the side of caution when operating our equipment on the beach.

We use Edge Information Management, Inc to perform drug screening and criminal background checks which includes a sex offender registry check. We feel the drug screening and background check during the pre-employment period have helped us hire great employees that lead to a safe workplace.

We also have GPS tracing devices on all of our tractors; this allows us to monitor the time our operators are at any point on the beach and the speed at which they are travelling, using our GuardDog GPS tracking software.

C



D

Tractors – Beach Cleaning Equipment

Note: The tractors below can be used to rake the beach at the seaweed line using one of our patented seaweed rakes, and/or used to pull one of our sand sifting pieces of equipment below.

MANUFACTURER MODEL	USE	YEAR	OWNER
Kubota M6S-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota M5-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota 7060	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M5-111	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M6S-111	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M7060-HDC	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M6S-111	Tractor, Seaweed Rake, Sand Sifting	2017	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M7040	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2014	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2014	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2014	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2012	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2012	Beach Raker
Kubota M8540	Tractor, Seaweed Rake, Sand Sifting	2012	Beach Raker

Beach Sifting & Cleaning Equipment

Note: The equipment below is towed by one of the tractors above with the exception of the Cherrington 3000 Sifter which is self-propelled.

MANUFACTURER/MODEL	USE	YEAR	OWNER
Beach Tech 3000	Sand Screening & Sifting	1999	Beach Raker
Beach Tech 2800	Sand Screening & Sifting	2016	Beach Raker
Beach Tech 2800	Sand Screening & Sifting	2006	Beach Raker
Beach Tech 2000	Sand Screening & Sifting	2008	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2010	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2012	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2007	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2007	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2006	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2006	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2002	Beach Raker
Barber Surf Rake 400HD	Rotating Tine Sand Cleaning	2011	Beach Raker
Barber Surf Rake 400	Rotating Tine Sand Cleaning	2006	Beach Raker
Cherrington 740XL Sifter	Sand Screening & Sifting	2012	Beach Raker
Cherrington 3000 Sifter	Sand Screening & Sifting	2012	Beach Raker
Cherrington 3000 Sifter	Sand Screening & Sifting	1999	Beach Raker
Barber Sandman 850 Walk Behind	Sand Screening & Sifting	2011	Beach Raker
Barber Sandman850 Walk Behind	Sand Screening & Sifting	2011	Beach Raker

Trucks, Trailers and Utility Vehicles

MANUFACTURER	USE	YEAR	OWNER
Kubota SVL-75	Erosion Control, Beach Repair	2017	Beach Raker
Ford F-650	Debris & Trash Removal, Transport	2000	Beach Raker
Ford F-550	Debris & Trash Removal, Transport	2019	Beach Raker
Ford F-550	Debris & Trash Removal, Transport	2018	Beach Raker
Ford F-550	Debris & Trash Removal, Transport	2017	Beach Raker
Ford F-450	Debris & Trash Removal, Transport	2004	Beach Raker
Ford F-150 XLT	Debris & Trash Removal, Transport	2018	Beach Raker
Ford F-150 XL	Debris & Trash Removal, Transport	2017	Beach Raker
Ford Ranger	Debris & Trash Removal, Transport	2004	Beach Raker
Ford Ranger	Debris & Trash Removal, Transport	2004	Beach Raker
Chevy 2500	Service Truck Debris & Trash Removal	1995	Beach Raker
23' PJ Trailer	Transportation Debris Removal	2019	Beach Raker
40' Big Tex Trailer	Transportation Debris Removal	2019	Beach Raker
23' Trailer - BCJ Ent 10 Ton	Transportation Debris Removal	2008	Beach Raker
25,000 lb Big Tex DU Dump Trailer	Transportation Debris Removal	2019	Beach Raker
25,000 lb Maxx D Dump Trailer	Transportation Debris Removal	2019	Beach Raker
14' Iron Dog High Sided Dump Trailer	Transportation Debris Removal	2017	Beach Raker
14' Big Tex Dump Trailer	Transportation Debris Removal	2017	Beach Raker
6'-0 Trailer	Transportation, Debris Removal	2011	Beach Raker
6'-0 Trailer	Transportation, Debris Removal	2009	Beach Raker

18' Trailer	Storage	1997	Beach Raker
12' Trailer	Storage	2007	Beach Raker
18' Trailer	Storage	2010	Beach Raker
Polaris 500	Turtle Monitoring Debris Removal	2019	Beach Raker
Polaris 570	Turtle Monitoring Debris Removal	2019	Beach Raker
Polaris 900	Turtle Monitoring Debris Removal	2015	Beach Raker
Suzuki LTE	Turtle Monitoring Debris Removal	2013	Beach Raker
Bobcat 2200	Debris & Trash Removal	2010	Beach Raker

GPS Devices Used For Turtle Nest Monitoring

MANUFACTURER	USE	YEAR	OWNER
Trimble GeoXT 6000	Turtle Nest Monitoring	2017	Beach Raker
Trimble GeoXT 6000	Turtle Nest Monitoring	2012	Beach Raker
Trimble GeoXT 6000	Turtle Nest Monitoring	2012	Beach Raker
Trimble GeoXT 6000	Turtle Nest Monitoring	2012	Beach Raker

E

The following includes a list of municipal clients that we are currently performing work similar to what is proposed in this RFP:

1. Client: City of Dania Beach
 Name of Contact: Erick Brown
 Title of Contact: Parks Director
 Email: ebrown@daniabeachfl.gov
 Telephone Number: (954) 924-6800 x3730 office
 Cell: (954) 924-6813

 Project/Duration: 2012 to Present - Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment.

2. Client: Town of Lauderdale-by-the-Sea
 Name of Contact: Ken Bubach
 Title of Contact: Municipal Services Director
 Email: ken@lbts-fl.gov
 Telephone Number: (954) 640-4232
 Cell: (954) 275-0908

 Project/Duration: 1986 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment

3. Client: Village of Key Biscayne
 Name of Contact: Jake Ozyman
 Title of Contact: Superintendent, Public Works Department
 Email: jozyman@keybiscayne.fl.gov
 Telephone Number: (305) 365-7568
 Cell: (305) 986-6395

 Project/Duration: 2014 to Present - Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal.

4. Client: City of Pompano Beach
Name of Contact: Russell Ketchem
Title of Contact: Solid Waste Manager
Email: russell.ketchem@copbfl.com
Telephone Number: (954) 786-5516
Fax Number: (954) 545-7011
Project/Duration: 1979 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Trash and Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment

5. Client: City of Marathon
Name of Contact: Carlos Solis
Title of Contact: Director of Public Works & Engineering
Email: solisc@ci.marathon.fl.us
Telephone Number: (305) 289-5008
Cell: (305) 481-0451
Project/Duration: 2013 to Present - Seaweed Raking, Beach Cleaning, Debris and Trash Removal.

6. Client: Bal Harbour Village
Name of Contact: Jason Atkinson
Title of Contact: Operations Supervisor
Email: jatkinson@balharbourfl.gov
Telephone Number: (305) 993-7334
Project/Duration: 2014 to Present - Seaweed Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning Debris and Trash Removal.

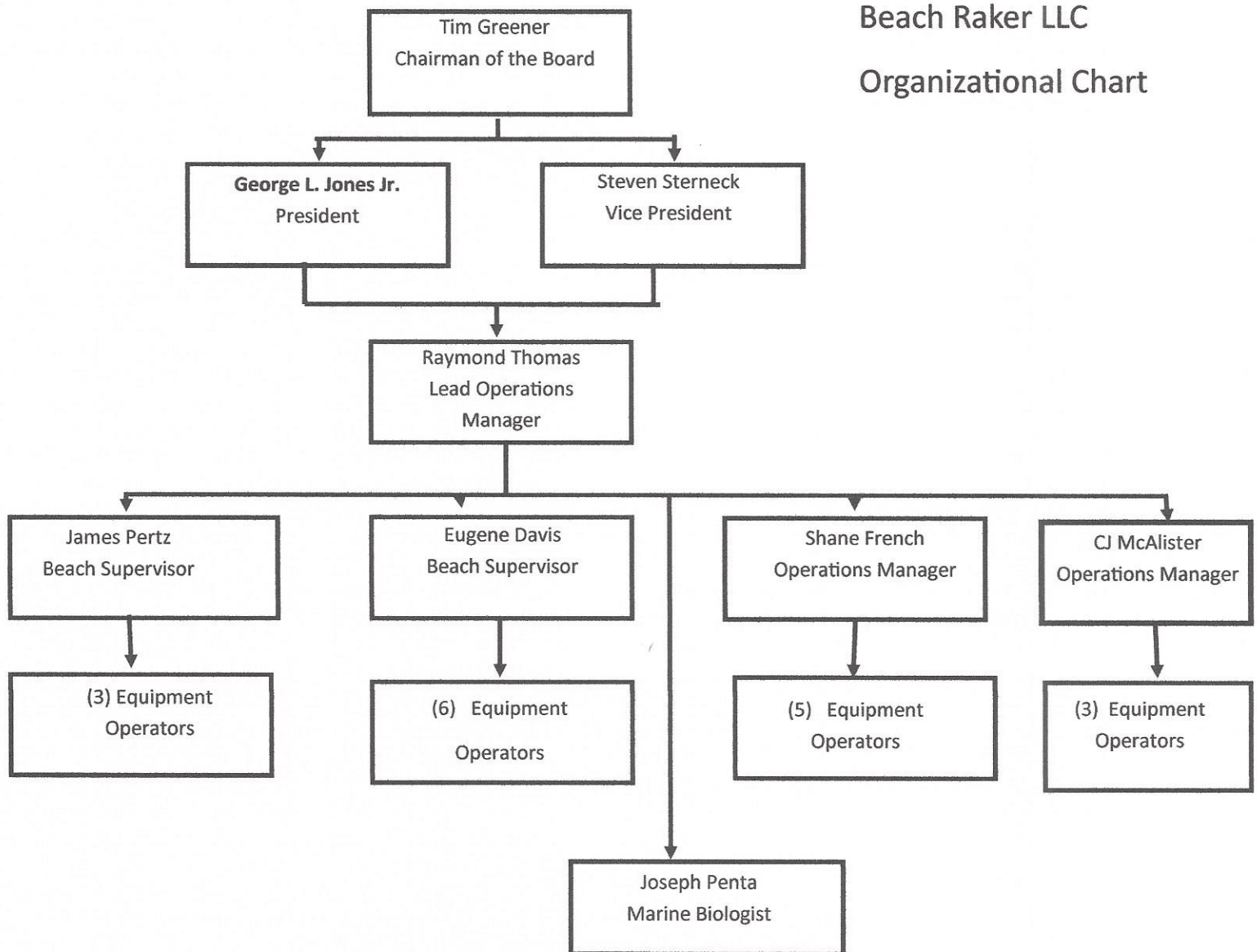
7. Client: Jacksonville Beach
Name of Contact: Pat Deighan
Title of Contact: Street General Supervisor
Email: deighan@jaxbchfl.net
Telephone Number: 904-247-6211
Project/Duration: Contract awarded 2018 for minimum 3 year term. Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal

8. Client: City of Key West
Name of Contact: Mike Turner
Title of Contact: Deputy Director Community Services
Email: mturner@cityofkeywest-fl.gov
Telephone Number: 305-809-3767
Project/Duration: Contract awarded 2019 for minimum 3 year term. Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal
9. Client: City of Venice Beach
Name of Contact: Travis Hout
Title of Contact: Public Works
Email: thout@venicegov.org
Telephone Number: 941-882-7422
Project/Duration: Contract awarded 2018 for 90 Days and extended for a period of minimum 60 Days. Red Tide clean up. Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal
10. Client: City of Ft. Lauderdale
Name of Contact: William Mc Donough
Title of Contact: Parks Supervisor
Email: wmcdonough@ftlauderdale.gov
Telephone Number: 954-828-5787
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
11. Client: City of Hollywood
Name of Contact: Steve Salafrio
Title of Contact: Beach Maintenance Supervisor
Email: ssalafrio@hollywoodfl.org
Telephone Number: 954-921-3260
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal

12. Client: City of Deerfield Beach
Name of Contact: Mike Pursell
Title of Contact: Superintendent of Parks & Recreation
Email: mpursell@deerfield-beach.com
Telephone Number: 954-571-2670
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
13. Client: City of Miami Beach
Name of Contact: John Ripple
Title of Contact: Beach Maintenance Director
Email: johnripple@miamibeachfl.gov
Telephone Number: 305-673-7000
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal

F

Beach Raker LLC
Organizational Chart



G

Organization Facilities

Corporate Headquarters

220 NE 13 Street
Pompano Beach FL 33060

Broward Fleet Storage/Fabrication Facility

220 NE 13 Street
Pompano Beach FL 33060

Miami/Dade Fleet Storage/Shop

2049 NE 154 Street
North Miami Beach FL 33162

Boca Raton Facility

4500 Oaks Circle
Boca Raton FL 33431

Jacksonville Facility

910 S. 10th Street
Jacksonville Beach FL 32250

Key West Facility

111 US Highway 1
Key West, Florida 33040

Н



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

BEACH RAKER, LLC

Filing Information

Document Number L18000101413

FEI/EIN Number 82-5268879

Date Filed 04/23/2018

State FL

Status ACTIVE

Principal Address

220 NE 13TH ST.

POMPANO BEACH, FL 33060

Mailing Address

220 NE 13TH ST.

POMPANO BEACH, FL 33060

Registered Agent Name & Address

GLAZER, ERIC L, ESQ.

2300 NW CORPORATE BLVD.

SUITE 232

BOCA RATON, FL 33431

Authorized Person(s) Detail

Name & Address

Title MGR

STERNECK, STEVEN M

4500 NW 24TH TERR.

BOCA RATON, FL 33431

Title MGR

JONES, GEORGE L, JR.

6915 NW 26TH WAY

BOCA RATON, FL 33496

Title D

GREENER, TIMOTHY

220 NE 13TH ST.
POMPANO BEACH, FL 33060

Annual Reports

Report Year	Filed Date
2019	01/28/2019

Document Images

01/28/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

State of Florida

Department of State

I certify from the records of this office that BEACH RAKER, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 23, 2018.

The document number of this limited liability company is L18000101413.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on January 28, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of February,
2019*



Randy Bue
Secretary of State

Tracking Number: 1418424934CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019DBA:
Business Name: BEACH RAKERReceipt #: 329-32890
Business Type: ALL OTHERS (SERVICE)Owner Name: WD THOMPSON INC
Business Location: 220 NE 13 ST
POMPANO BEACH
Business Phone: 954-560-3906Business Opened: 09/20/2006
State/County/Cert/Reg:
Exemption Code:Rooms Seats Employees Machines Professionals
6

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	12.15	0.00	0.00	93.15

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESSTHIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BEACH RAKER
220 NE 13 ST
POMPANO BEACH, FL 33060Receipt #WWW-18-00003220
Paid 11/01/2018 93.15**2018 - 2019****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019DBA:
Business Name: BEACH RAKERReceipt #: 329-32890
Business Type: ALL OTHERS (SERVICE)Owner Name: WD THOMPSON INC
Business Location: 220 NE 13 ST
POMPANO BEACH
Business Phone: 954-560-3906Business Opened: 09/20/2006
State/County/Cert/Reg:
Exemption Code:Rooms Seats Employees Machines Professionals
6

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	12.15	0.00	0.00	93.15

Receipt #WWW-18-00003220
Paid 11/01/2018 93.15



Beach Raker

220 NE 13th Street, Pompano Beach, FL 33060 | 954-560-3906 | customerservice@floridabeachraker.com

Proposal

March 08, 2019

City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

Beach Raker will provide all necessary labor and equipment required to manually clean the City's portion of the beach and comply with the Leave No Trace Ordinance. The proposal is per year, which includes daily service or 365 cleanings per year.

Annual cost: \$200,000.00

Monthly cost: \$16,666.67

The price will be adjusted annually at a rate of 2% to account for inflation if renewed and will not be subject to any additional increases unless the scope of work is changed by the City. The City will provide two (2) secure parking spots which is co-located with running water to clean the equipment. This proposal is exclusive of dump fees.

The removal of large objects such as trees and boats will be contracted separately. In the event of hurricanes, tropical storms or other emergency disasters, we will make every effort to clean you beach as quickly as possible. There may be additional costs, if specialized equipment is required.



Chip Jones
President
Beach Raker, LLC

CONTRACT AGREEMENT for COJB RFP 06-1718
TITLE: Oceanfront Cleaning – Continuous Services
for 36 Months with Beach Raker, LLC.

Effective Date: 12/1/2018

Term: 3 years. May be extended for additional terms, from
one (1) year through three (3) years in length each for a
total contract length not to exceed six (6) years.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **1st** day of **December 1, 2018** by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and **BEACH RAKER, LLC**, hereinafter called CONTRACTOR:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS

for

THE CITY OF JACKSONVILLE BEACH, FLORIDA,

All SERVICES shall be performed in accordance with the Specifications prepared by the City of Jacksonville Beach, and the proposed services will be awarded as one (1) Contract. Services shall be for all materials, equipment and services, including labor to perform services is detailed in, RFP No. 06-1718 “OCEANFRONT CLEANING - CONTINUOUS SERVICES FOR 36 MONTHS,” of which the requirements and scope of services is detailed in:

Attachment “A”: RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS

Article 2: CITY’S Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which services are to be performed.

Article 3: Terms of Agreement

Effective Contract Term Start Date: This Agreement shall be effective from the date of award by the CITY, December 1, 2018, and will continue in effect for three (3) calendar years. Contract may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years.

CONTRACT AGREEMENT for COJB RFP 06-1718
TITLE: Oceanfront Cleaning – Continuous Services
for 36 Months with Beach Raker, LLC.

Effective Date: 12/1/2018

Term: 3 years. May be extended for additional terms, from
one (1) year through three (3) years in length each for a
total contract length not to exceed six (6) years.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment To Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

5.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS (Attachment “A”),

as set forth in the Contractor’s Proposal Packet (**Attachment “B”**) submitted by the Contractor in response to: **RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS and associated PROPOSAL TENDER FORM.**

5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in

Attachment “A”: RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS

the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

5.3 *Invoices.*

A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR’S standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.

B. *Payment of Invoices:* Invoices are due and payable within 30 days of receipt.

CONTRACT AGREEMENT for COJB RFP 06-1718
TITLE: Oceanfront Cleaning – Continuous Services
for 36 Months with Beach Raker, LLC.

Effective Date: 12/1/2018

Term: 3 years. May be extended for additional terms, from one (1) year through three (3) years in length each for a total contract length not to exceed six (6) years.

C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 *Records of CONTRACTOR'S cost:* Records of CONTRACTOR'S cost pertinent to CONTRACTOR'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY - mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

Attachment "A": RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS S

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR'S scope of work, times of performance, or compensation.

Article 7: Contractor as Independent Contractor

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the CONTRACTOR.

Article 8: Subcontracting

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be dealt with as workers and representatives of the CONTRACTOR.

CONTRACT AGREEMENT for COJB RFP 06-1718
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Effective Date: 12/1/2018
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one (1) year through three (3) years in length each for a
total contract length not to exceed six (6) years.

Article 9: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

Article 10: Inspection of Work

The CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR'S operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right To Require Performance

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance

13.1 *Hold Harmless:* The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY'S sole negligence.

13.2 *Payment on Behalf of the CITY:* The CONTRACTOR agrees to pay on behalf of the CITY, the CITY'S legal defense, for all claims described herein. Such payment on behalf

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of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

13.5 *Insurance Requirements. Basic Coverage's Required*: During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

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B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required.**

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

C. Products and Completed Operations are required for Contractor and all Subcontractors.

Amounts:	\$1,000,000	aggregate
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D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

D. Professional Liability is not required.

E. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup

CONTRACT AGREEMENT for COJB RFP 06-1718
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costs including on-site discovery and third party liability, on-site and off-site third
party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	each pollution event limit
	\$1,000,000	aggregate policy limit

F. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be
allowed. Whichever type of coverage is provided, it shall not be more restrictive than
the underlying insurance policy coverage.

F. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such
coverage shall extend for a period of not less than 36 months following completion
of the contract. In the event of termination of a claims made policy, extended
coverage may be provided by assurance that extended discovery coverage of at least
36 months will be purchased from the expiring insurer, or by assurance that the
succeeding insurer will provide retroactive coverage with an inception date of at least
on or before the effective date of this contract.

G. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide
that the CITY shall be notified at least thirty (30) calendar days in advance of
cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15)
calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the
CONTRACTOR’s insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option
of the CITY, provide an indication of the amount of claims, payments, or reserves
chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors
approved by the CITY shall be required to provide proof of insurance identical in
amounts as required by the contract to perform related services. All coverage’s shall
name the CITY as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of

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policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination

The obligation to provide further services under this Agreement may be terminated:

- 14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification

- A: General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim.

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CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver

CONTRACT AGREEMENT for COJB RFP 06-1718
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Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings

The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement (pages 1 to 14, inclusive).

21.2 **Attachment “A”: RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS** in total.

21.3 **Addendum number 1 inclusive to RFP No. 06-1718.**

21.4 **Attachment “B”:** Bid Proposal Packet submitted by Contractor in response to Attachment “A”, **RFP No. 06-1718 OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS**, submitted by *Beach Raker, LLC*.

21.5 **Attachment “C”: RFP No. 06-1718 Council Approved Memo**

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law

This agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney’s fees and costs at both the trial and appellate level.

Article 23: Materials and Services

The professional fees for the CONTRACTOR’s services are set forth on the “Fee Schedule” as contained in the CONTRACTOR’s submitted proposal and made part hereof.

CONTRACT AGREEMENT for COJB RFP 06-1718
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Article 24: General Terms

The Contractor shall hold harmless and defend the City, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the City, its officers, agents, or employees in the performance of its obligation to the City, other than claims arising from the intentional or negligent acts or omissions of the City, its officers, agents, or employees.

The Contractor without exception shall indemnify and hold harmless the City, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the City.

The City is a government agency, therefore, the City is exempt from any sales tax. The City, however, agrees to reimburse the Contractor for any other taxes, duties, or other fees that the Contractor may be required to pay when performing services or producing material on behalf of the City.

It is agreed that all materials and information furnished to the Contractor by the City or to the City by the Contractor shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 25. Public Records Law Chapter 119 Florida Statutes

The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S
OFFICE:**

TELEPHONE NUMBER: 904-247-6250 EXT # 11

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

MAILING ADDRESS: 11 NORTH THIRD STREET

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JACKSONVILLE BEACH, FL 32250

The CONTRACTOR must keep and maintain public records required by the CITY to perform the service. The CONTRACTOR acknowledges that upon request from the CITY, the CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must 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 the contract term and following completion of the contract if The CONTRACTOR does not transfer the records to the CITY. Upon completion of the contract, The CONTRACTOR shall transfer, at no cost to the CITY, all public records in their possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If The CONTRACTOR transfers all public records to the CITY upon completion of the contract, The CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The CONTRACTOR keeps and maintains the public records upon completion of the contract, The CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the CITY's information technology systems.

The CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify The CONTRACTOR of the request, and The CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If The CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. The CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel The CONTRACTOR to produce public records relating to a CITY's contract for services.

----- **NOTHING ELSE FOLLOWS ON THIS PAGE** -----

CONTRACT AGREEMENT for COJB RFP 06-1718
TITLE: Oceanfront Cleaning – Continuous Services
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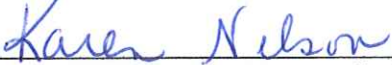
Effective Date: 12/1/2018
Term: 3 years. May be extended for additional terms, from
one (1) year through three (3) years in length each for a
total contract length not to exceed six (6) years.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This agreement was made and entered into as of the last signature date shown below and has Effective Date of December 1, 2018 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: 
William C. Latham, Mayor

BY: 
Karen Nelson, Deputy City Manager

ATTEST: 
Laurie Scott, City Clerk

Date Signed: _____

CONTRACTOR: BEACH RAKER, LLC.

BY: 

PRINTED NAME: GEORGE L JONES JR

TITLE: President

(CORPORATE SEAL)

ATTEST: 

Date Signed: 11/19/18

PRINTED NAME: STEVEN STERNACK

CONTRACT AGREEMENT for COJB RFP 06-1718
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total contract length not to exceed six (6) years.

AGENT FOR SERVICE OF PROCESS

CITY:

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative
(Article 9):

Name: J. David Millinor, P.E., CEM

Title: Director of Public Works

Phone Number (904) 247-6219

CONTRACTOR:

Address for Giving Notices:

Beach Raker, LLC

220 NE 13th St

Pompano Beach, FL 33060

Designated Representative
(Article 9):

Name: George L Jones Jr

Title: President

Phone Number: 954-560-3906



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Purchasing@jaxbchfl.net



REQUEST FOR PROPOSALS (RFP)

RFP Number:	06-1718
RFP Title:	OCEANFRONT CLEANING – CONTINUOUS SERVICES FOR 36 MONTHS

Submittal Deadline	
Day:	Wednesday
Date:	August 29, 2018
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Issue Date	30-July-2018
RFP Advertised	1-August-2018
Pre-Proposal Meeting	8-August-2018
Deadline to Submit Questions	17-August-2018
Addendum (if necessary) Issued	22-August-2018
Submission Deadline	29-August-2018
RFPs Opened	29-August-2018
RFPs Evaluated	3-September-2018
Recommendation to Council	3-October-2018

REQUEST FOR PROPOSALS

Sealed proposals in **TRIPLICATE**, subject to the terms and conditions specified in this **Request for Proposals (RFP)**, will be received until Wednesday, **2:00p.m. August 29, 2018**, and then opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250 for furnishing the following:

RFP Number: 06-1718
Oceanfront Cleaning – Continuous Services for 36 Months
For The City Of Jacksonville Beach
(Mechanical Cleaning and Manual Cleaning for about 4.5 Miles of Beach)

PRE-PROPOSAL ON-SITE MEETING

A pre-proposal on-site meeting for interested proposers will be held **10:00a.m., Wednesday, August 8, 2018**, at the Public Works Training Room, 1st Floor, Jacksonville Beach Operations and Maintenance Facility, 1460-A Shetter Avenue, Jacksonville Beach, Florida, to review the scope and clarify any questions on this request for proposals. Though not mandatory for proposing on the RFP, all interested proposers are highly encouraged to attend to gain as much information as possible.

Please submit three (3) completed proposal packages in one sealed envelope clearly marked with the RFP number and title. **It is incumbent upon the respondent to ensure that all copies of the RFP package submittal are complete and exact replicas of each other. Packages received without the requested information or quantities may be rejected.**

Place the sealed envelope within another sealed envelope clearly marked in the same manner as the first envelope. This is done to prevent accidental opening of the sealed proposals by our staff.

Submissions received after the posted due date and/or time will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, will not be considered.

No verbal interpretations will be made of any proposal documents. Requests for such interpretations shall be made via email to Purchasing@jaxbchfl.net at least seven (7) days prior to the proposal opening date. Interpretation will be in the form of an addendum and issued to all respondents.

CITY OF JACKSONVILLE BEACH

Luis F. Flores
Property and Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **RFP 06-1718** are at **Exhibit “A”**, which begins on **page 27**.
- Respondent must provide the following, completely filled out, appropriately executed, and timely submitted as the minimal proposal package. These required documents start on **page 15**:
 - **Proposal Tender Form** (6 pages),
 - **Forms 2, 3, 4, 5 and 6** (5 pages), and
 - **Contractor Written Proposal**, (see page 42, Section 10 Exhibit “A”).

The CITY will evaluate submittals based on the criteria set forth in this package. Fees may be requested as part of the package. However, if fees are requested, the CITY reserves the right, at its sole discretion, to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY’s sole discretion.

1.2 TERMS AND CONDITIONS

- A. **General**. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the “CITY.”
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should advertise for proposals, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. **Contract Termination**. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The Contractor fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The Contractor fails to perform the work in a timely manner as determined by the CITY.

- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

1.3 ADDITIONAL INFORMATION

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

1.4 ADDENDA TO THE RFP

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

<http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>

1.5 USE OF PROPOSAL RESPONSE FORMS

All proposals must include the completed **Proposal Tender Form** provided in this package, and all questions must be answered. Proposals will not be accepted where the **Proposal Tender**

Form has been retyped or altered by the respondent. Failure to comply may preclude consideration of the proposal. Supplemental information may be attached to the **Proposal Tender Form**.

1.6 DEVIATIONS FROM REQUESTED PLAN

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their responses, which complies with the request. Any deviations from the request should be clearly noted.

1.7 CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary as a deviation from the RFP, the submission of respondent's specimen contract with a proposal submittal shall not constitute notice of the respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

1.8 ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting the proposal. Failure to do so will be at the respondent's own risk, and a respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondent.

1.9 LEGAL AND REGULATORY COMPLIANCE

The respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

MAILING ADDRESS: 11 NORTH THIRD STREET JACKSONVILLE BEACH, FL 32250

1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

1.11 WAIVER/REJECTION OF PROPOSALS

The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposals, or to accept any proposals or portions of proposals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent.

1.12 AUTHORIZED OFFER

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

1.13 EVALUATION OF PROPOSALS

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. Fees may be requested as part of the proposal package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

1.14 USE OF PROPOSAL BY OTHER AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

1.15 PUBLIC ENTITY CRIMES STATEMENT

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16 CONFLICT OF INTEREST CERTIFICATE

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City’s professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

1.17 DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.18 SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Owner; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The Owner reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the Owner that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this agreement.

1.19 INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

C. INSURANCE REQUIREMENTS

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount:	\$1,000,000	aggregate
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Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

Business Auto Liability Coverage is to 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.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **Not Required**

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

1.20 PERFORMANCE AND PAYMENT BONDS (see specifications for requirements) N/A

- A. Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so. N/A
- B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent

defects in materials or improper performance of work under contract, which may appear or be discovered during that period. N/A

1.21 BANKRUPTCY

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. **(See attached Form 7).**

1.22 NONEXCLUSIVE

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.23 DRUG FREE WORKPLACE COMPLIANCE FORM

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached Form 4.)**

1.24 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.25 PROTEST

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Proposal Award Notice, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with

the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.28 FORCE MAJEURE

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.29 RFP AWARD NOTICE FORM

Attached is a RFP Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

1.30 INDEMNIFICATION

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including

costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

1.31 RFP IS NOT A BID

This request for proposals is not to be considered a bid. The City of Jacksonville Beach will evaluate proposals based on the criteria set forth in this RFP. Price proposals are required as part of the RFP package. The City reserves the right, at its sole discretion, to exclude the price proposals from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

FORM 1
PROPOSAL TENDER FORM
(Page 1 of 6)

RFP NUMBER: 06-1718

RFP DATE: _____, 2018

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____

NOTE: Estimated Quantities are based on estimates for 52 weeks of service. The CITY reserves the sole prerogative whether or not to order / contract for any and all Base Items and Option Items listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, all in the best interests of the CITY.

Respondent must provide a price on each item listed. All entries in the entire proposal must be made clearly in ink. Unit Prices on the Proposal Tender Form must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

The respondent shall propose for **each Base Item** and **each Option Item** the following:

Unit Price and **Extended Price**, which shall be based on Landfill Disposal Method.

Landfill Disposal Method: CITY using CONTRACTOR for hauling to, and disposing at, the County landfill, the solid waste collected by the CONTRACTOR under this contract, at CONTRACTOR expense.

FORM 1
PROPOSAL TENDER FORM
Continued (Page 2 of 6)

BASE ITEMS	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u> (Unit Price X Quantity)
<u>Base Item 1: Manual Cleaning of the Beach.</u>	52 weeks	7 days per week		
<u>Base Item 2: Mechanical Cleaning of the Beach</u> (Unit Price shall include pro rata share of up to 12 extra cleanings for seaweed / fish kill removals / other natural causes)	52 weeks	1 day per week		
<u>GRAND TOTAL EXTENDED PRICE for ALL BASE ITEMS:</u>				

OPTION ITEMS	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u> (Unit Price X Quantity)
<u>Option 1: Additional Mechanical Cleaning of the Beach in High Use Areas</u>	52 weeks	2 days per week		
<u>Option 2: Pier Public Parking Lot 1st. St. N. Between 4th & 5th Aves N.</u>	52 weeks	7 days per week		
<u>Option 3: Town Center & Adjacent Grassy Areas /, Adjacent 1st Street N., & City Hall Parking Lot</u>	52 weeks	7 days per week		
<u>Option 4: 3rd Avenue & 2nd Street North City Parking Lot & Adjacent Grassy Areas</u>	52 weeks	7 days per week		
<u>Option 5: Ocean Front Park & Adjacent Grassy Areas, Adjacent 1st Street S., & Ocean Front Parking Lot</u>	52 weeks	7 days per week		
<u>Option 6: Sea-Walk (Boardwalk) from Beach Blvd to 6th. Ave. N.</u>	52 weeks	7 days per week		
<u>Option 7: South Beach Park, South Beach Park Parking Lot, & Adjacent Grassy Areas</u>	52 weeks	7 days per week		
<u>Option 8: Gonzales Park, Adjacent Gonzales Park Parking Areas, & Adjacent Grassy Areas</u>	52 weeks	7 days per week		

FORM 1
PROPOSAL TENDER FORM
Continued (Page 3 of 6)

OPTION ITEMS		Estimated <u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u> (Unit Price X Quantity)
<u>Option 9:</u> Huguenot Park, Adjacent Huguenot Park Parking Areas, Adjacent Parking Lot east of Huguenot Park, & Adjacent Grassy Areas		52 weeks	7 days per week		
<u>Option 10:</u> Cradle Creek Preserve, Park Parking Area, & Adjacent Grassy Areas		52 weeks	7 days per week		
<u>Option 11:</u> Tall Pines Park & Adjacent Grassy Areas		52 weeks	7 days per week		
<u>Option 12:</u> Rotary Park, Park Parking Area, & Adjacent Grassy Areas		52 weeks	7 days per week		
<u>Option 13:</u> Paws Park, Adjacent Parking Lot, & Grassy Areas		52 weeks	7 days per week		
<u>Option 14:</u> Wingate Park, Adjacent Parking Areas, & Grassy Areas		52 weeks	7 days per week		
<u>Option 15:</u> Mechanical Cleaning: Vacuuming of Grassy Areas, Adjacent Rights-of-Way, of City Parks, and Parking Lots					
9A	<u>Option 2 Area:</u> Pier Public Parking Lot 1 st . St. N. Between 4 th & 5 th Aves N.	52 weeks	1 day per week		
9B	<u>Option 3 Area:</u> Town Center & Adjacent Grassy Areas /, Adjacent 1 st Street N., & City Hall Parking Lot	52 weeks	1 day per week		
9C	<u>Option 4 Area:</u> 3rd Avenue & 2 nd Street North City Parking Lot & Adjacent Grassy Areas	52 weeks	1 day per week		
9D	<u>Option 5 Area:</u> Ocean Front Park & Adjacent Grassy Areas /, Adjacent 1 st Street S., & Ocean Front Parking Lot	52 weeks	1 day per week		
9E	<u>Option 6 Area:</u> Sea-walk (Boardwalk) from Beach Blvd to 6 th . Ave. N.	52 weeks	1 day per week		
9F	<u>Option 7 Area:</u> South Beach Park, South Beach Park Parking Lot, & Adjacent Grassy Areas	52 weeks	1 day per week		

9G	<u>Option 8 Area:</u> Gonzales Park, Adjacent Gonzales Park Parking Areas, & Adjacent Grassy Areas	52 weeks	1 day per week		
9H	<u>Option 9 Area:</u> Huguenot Park, Adjacent Huguenot Park Parking Areas, Adjacent Parking Lot east of Huguenot Park, & Adjacent Grassy Areas	52 weeks	1 day per week		
9I	<u>Option 10 Area:</u> Cradle Creek Preserve, Park Parking Area & Adjacent Grassy Areas	52 weeks	1 day per week		
9J	<u>Option 11 Area:</u> Tall Pines Park & Adjacent Grassy Areas	52 weeks	1 day per week		
9K	<u>Option 12:</u> Rotary Park, Park Parking Area, & Adjacent Grassy Areas	52 weeks	1 day per week		
9L	<u>Option 13:</u> Paws Park, Adjacent Parking Lot, & Grassy Areas	52 weeks	1 day per week		
9M	<u>Option 14:</u> Wingate Park, Adjacent Parking Areas, & Grassy Areas	52 weeks	1 day per week		
<u>GRAND TOTAL EXTENDED PRICE for ALL OPTION ITEMS:</u> (from Pages 2 & 3)					

GRAND TOTAL EXTENDED PRICE for ALL BASE Items & ALL OPTION Items: (from Pages 2 & 3)		
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FORM 1
PROPOSAL TENDER FORM
Continued (Page 4 of 6)

In accordance with this **Request for Proposal Number 06-1718** to provide Oceanfront Cleaning Continuous Services for 36 Months for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the submitter's Proposal, thereof, the undersigned hereby submits the previous unit prices, the previous extended prices and the pricing that follows:

- 1) The **Grand Total EXTENDED PRICE for all BASE ITEMS**
with Landfill Disposal Method.

\$_____ (Numerals)

_____ (Written)

The above said figures are understood to be the basis for establishing the amount of price portion of the proposal and for comparison only of the price portion of the proposals.

It is understood and accepted by the Proposer that these proposed prices are based on Estimated Quantities of service. If selected, it is understood that compensation shall be based on actual service orders. The CITY reserves the sole prerogative whether or not to order / contract for any and all Base Item(s) and/or Option Items listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, and whether or not to have CONTRACTOR haul and dispose of solid waste collected under this contract to the County landfill, all in the best interests of the CITY.

The Responder agrees that this Proposal shall be good and may **not be withdrawn for a period of 90 days after the opening of the proposals**. The Responder understands that the CITY reserves the right to reject all proposals, and waive informalities on submitted proposals.

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 1 **PROPOSAL TENDER FORM**

Continued (Page 5 of 6)

<u>ADDENDA RECEIPT VERIFICATION</u>			
Proposer shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.			
Addendum #: _____	Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____	Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____	Dated: _____		Addendum #: _____ Dated: _____

<u>PROPOSAL DOCUMENT TURN-IN CHECKLIST</u>		
The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.		
INITIAL CHECK- OFF	FORM	SECTION TITLE
[____]	1	PROPOSAL TENDER FORM (completed Pages 15 thru 21)
[____]	2	RFP AWARD NOTICE – Mandatory Cover Sheet (completed Page 22)
[____]	3	REQUIRED DISCLOSURE (completed Page 23)
[____]	4	DRUG-FREE WORKPLACE COMPLIANCE (completed Page 24)
[____]	5	NON-COLLUSION AFFIDAVIT (completed Page 25)
[____]	6	NON-BANKRUPTCY AFFIDAVIT (completed page 26)
[____]		PROPOSER REFERENCES LIST / QUALIFICATIONS (See Section 10.C., Exhibit “A”)
[____]		ATTENDED PRE-PROPOSAL ON-SITE MEETING State whether or not respondent firm had employee(s) attend and if so, provide list of employees that attended.
[____]		CONTRACTOR WRITTEN PROPOSAL (See Sections 9 and 10 of Exhibit “A”), which includes, but is not limited to, the Beach Cleaning Plan to provide the specified oceanfront cleaning services.
[____]		LOCAL BUSINESS TAX RECEIPT (attach copy of license)
[____]		W-9 (attach completed and signed form, which can be obtained from www.irs.gov)
NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.		

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 1
PROPOSAL TENDER FORM
Continued (Page 6 of 6)

SUBMITTED BY: _____
Printed Name

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

LICENSE NUMBER: _____

(If Corporation, President, Secretary and Treasurer identification.)

PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

SEAL: (if Proposal is by a Corporation.)

FORM 2
RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

Mandatory Cover Sheet

NOTICE: Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the CITY along with the *Proposal Tender Form* and other required documents.

1. Company Name: _____
2. Address Name: _____
3. City, State and Zip _____
4. Attention: _____
5. Phone: _____ Fax: _____
6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 06-1718 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent or proposer of the RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP or combination of Pay Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 4
DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

FORM 5
NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the respondent that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent, firm, or person to fix the price or prices in the attached Proposal or of any other respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____,

20____, in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6
NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm
of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 06-1718**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

EXHIBIT "A"

SPECIFICATIONS FOR OCEANFRONT CLEANING SERVICES

(Mechanical Cleaning and Manual Cleaning for about 4.5 Miles of Oceanfront)

1. OBJECTIVES:

The beachfront area of Jacksonville Beach is an extremely important asset of the community drawing local residents and tourists. Keeping the beachfront area in excellent condition is the objective of the contract resulting from this RFP.

The City of Jacksonville Beach (CITY) is seeking submittal of proposals and qualifications of experienced firms interested in providing thirty-six (36) months of continuous services providing everything necessary for the maintenance cleaning of the landward beachfront area of this community consisting of:

- Base Items:
 - #1 - Mechanical Cleaning of the Beach (total about 4.5 miles of oceanfront).
 - #2 - Mechanical Cleaning of the Beach (total about 4.5 miles of oceanfront).
- Option Items:
 - #1 - Additional Mechanical Cleaning of the Beach in High Use Areas.
 - #2 - Pier Public Parking Lot 1st. St. N. between 4th & 5th Aves N.
 - #3 - Town Center/Adjacent Grassy Areas, Adjacent 1st St. N., & City Hall Parking Lot
 - #4 - 3rd Avenue & 2nd Street North City Parking Lot
 - #5 - Oceanfront Park & Oceanfront Parking Lot
 - #6 - Seawalk (Boardwalk) from Beach Blvd to 6th Ave. N.
 - #7 - South Beach Park
 - #8 - Gonzales Park
 - #9 - Huguenot Park
 - #10 - Cradle Creek Preserve, Park Parking Area
 - #11 - Tall Pines Park
 - #12 - Rotary Park
 - #13 - Paws Park
 - #14 - Wingate Park
 - #15 - Mechanical Cleaning: Vacuuming of Grassy Areas, Adjacent Rights-of-Way, of City Parks and Parking Lots
- Store and periodically haul/dispose of collected solid waste at the appropriate disposal site (if landfill, then currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234). This applies to all base and option items.

The resulting unit price contract for continuous services for three (3) years may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years. Extension terms are subject to mutual consent of the CITY and the CONTRACTOR.

The resulting contract will provide services to CITY departments and will be overall managed by the Department of Public Works.

2. **SPECIFICATIONS:** The objective is to maintain the beach and adjacent areas in an excellent state conducive to the enjoyment of the members and guests of this community.

- A. **The Unit Price** on each **Base Item** and each **Option Item** shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the cleaning of each specified oceanfront area and the collecting, storing and periodically hauling/disposal of the solid waste collected as described and required in these specifications.

The respondent shall propose for **each Base Item** and **each Option Item** the following:

- 1) **Unit Price** and **Extended Price**, which shall be based on Landfill Disposal Method.

Landfill Disposal Method: CITY using CONTRACTOR for hauling to, and disposing at, the County landfill, the solid waste collected by the CONTRACTOR under this contract at CONTRACTOR expense.

- a) **Garbage / Trash** collected by the CONTRACTOR is suggested to be hauled to the appropriate disposal facilities owned and operated by the City of Jacksonville (Duval County). **The CITY shall not be responsible for disposal fees** charged by the County or other disposal operator for the CONTRACTOR to use the facility. (Currently, the City of Jacksonville does not charge tipping fees to the City of Jacksonville Beach.)
- b) In the future, if the City of Jacksonville (Duval County) imposes a tipping fee for disposing of Garbage / Trash, Recycling, Bulky Waste and/or Yard Waste collected for the CITY within the city limits, the CONTRACTOR may at that time apply to the CITY for a rate adjustment to cover those disposal fees only, which will not be unreasonably withheld by the CITY. This rate adjustment is required to be mutually agreed between the CONTRACTOR and the CITY prior to disposal of the refuse.

B. Base Items:

Base Item 1: Manual Cleaning of the Beach , total about 4.5 miles of oceanfront.	
Description:	– Empty all trash / garbage containers east of street ends and east of / in vicinity of west edge of the sea wall / rocks / sand dunes. – Remove all trash inside the garbage receptacles (box that holds trash containers) east of street ends and east of / in vicinity of west edge of the sea wall / rocks / sand dunes once a week. – Once a month organize garbage receptacles. This evolves placement, straightening, excavating trash receptacle's that may have been buried by sand or moved by erosion. – On once through sweep daily, pick up all visible litter (to include, but not limited to, can/bottle tops, cigarette butts, broken glass, etc.), garbage, and animal feces from the water's edge thru the sand dunes / rocks to the seawall. This includes on, around, and under the dune walkovers. – Removal of sand from (1) Public Shower daily (18th Avenue North Street end). – Schedule and maintain the level of service of manual cleaning of the beach and adjacent areas needed for and during unusual circumstances, such as, Holidays, Events, and Private Clean-ups. – Remove and transport, when warranted, trash receptacle's from east of street ends and east of / in vicinity of west edge of the sea wall / rocks / sand dunes during Hurricane Season and Nor Easterns or other natural conditions that may occur to limit damage to receptacles or building structures. – Remove and transport to / deposit at the landfill large, oversized items of debris, such as lumber, abandoned boats, nets, and anything else that is left on, abandoned on, or washed up on the beach. – Provide 24-hour a day call-out service to respond to fish kills, which wash up on the beach. The smaller fish are to be moved to the edge of the sand dunes and covered with sand to minimize odors during decomposition. Larger fish (and other animals) are to be removed from the beach and properly disposed. This occurs randomly throughout the year. – Report, record, & properly dispose of endangered / protected species found in the area. – Location and Frequency shown below; either or both subject to change at CITY's sole discretion with the goal of combination of same/different locations along the CITY's beach approximately equal to 4.5 miles of shoreline to the appropriate width and depth for the type cleaning.
Location:	– About 4.5 miles of beach – From north city limits (boundary with Neptune Beach) – To south city limits (boundary with St. Johns County)
Frequency:	– 52 weeks per year, 7 days a week, once per day.

Base Item 2: Mechanical Cleaning of the Beach , total about 4.5 miles of oceanfront	
Description:	- Utilizing mechanical equipment, filter & turn soft sand from the high tide line to the vegetation line, east of the seawall (bulkhead) / sand dunes or ballast rock / sand dunes. The cleaning shall extend to a minimum depth of six (6) inches & be capable of picking up all items to include, but not limited to, glass, broken glass, can/bottle tops, crushed aluminum cans, buried litter, cigarette butts, animal feces, etc. - Utilizing mechanical equipment to move seaweed, fish kills, or other natural deposits deposited by weather / tides, to the sand dunes edge of the beach & cover with sand to minimize odors during decomposition. This work occurs on average about 12 times per year. - Location and Frequency shown below; either or both subject to change at CITY's sole discretion with the goal of combination of same/different locations along the CITY's beach approximately equal to 4.5 miles of shoreline to the appropriate width and depth for the type cleaning, or proportional amount at proportional unit price.
Location:	- Entire length of the beach, about 4.5 miles of beach - From north city limits (boundary with Neptune Beach) - To south city limits (boundary with St. Johns County)
Frequency:	52 weeks per year, once per week 12 extra Mechanical Cleanings for seaweed, fish kills, or other natural deposits brought on by weather / tides. - Total of 64 Mechanical Cleanings per year

C. Option Items. *These are Option Items for the proposal. The CITY reserves the sole discretion whether or not and when to utilize these services under these specifications.*

Manual Cleaning for the Option Items consists of the removal of sand, emptying all trash / garbage containers and picking up all visible litter (to include, but not limited to, can/bottle tops, cigarette butts, broken glass, etc.), garbage, and animal feces throughout Option Items Areas and adjacent rights-of-way thru street paving side of the curb edge on a once through sweep.

Option 1: Additional Mechanical Cleaning of the Beach in High Use Areas	
Description:	- Utilizing mechanical equipment, filter and turn soft sand from the high tide line to the vegetation line, east of the seawall (bulkhead) / sand dunes or ballast rock / sand dunes. The cleaning shall extend to a minimum depth of six (6) inches and be capable of picking up all items to include, but not limited to, glass, can tops, crushed aluminum cans, buried litter, cigarette butts, animal feces, etc. - Location and Frequency shown below; either or both subject to change at CITY's sole discretion with the goal of combination of same/different locations along the CITY's beach approximately equal to 2 miles of shoreline to the appropriate width and depth for the type cleaning, or proportional amount at proportional unit price (as mutually agreed).
Location:	- About 2 miles of beach - From just north of 16th North Avenue thru just south of 16th South Avenue
Frequency:	Per week (as requested by the CITY); 2 days per week on days selected by the CITY. These Mechanical Cleaning services are in addition to the Base Item 2 Mechanical Cleaning services.

Option 2: Pier Public Parking Lot 1st. St. N. between 4th & 5th Aves N.	
Description:	– Manual cleaning of pier parking lot and adjacent rights-of-way thru street side of the curb edge. – Manual cleaning of pier parking lot adjacent grassy area(s) and islands, – Empty all trash / garbage containers within the Pier Parking lot – Removal of sand using a shovel, blower, and/or use of light construction equipment. – Removal of sand from (1) Public Shower daily – Location and Frequency shown below; either or both subject to change at CITY's sole discretion with the goal of combination of same/different locations for CITY parking lots/areas east of A1A (approximately equal to the Frequency below times area of the Pier Public Parking Lot, or proportional amount at proportional unit price [as mutually agreed]).
Location:	– Pier Public Parking Lot at 1 st . St. N. Between 4 th & 5 th Aves. N.
Frequency:	– 52 weeks per year, 7 days a week, once per day

Option 3: Town Center & Adjacent Grassy Areas , Adjacent 1st Street N., & City Hall Parking Lot	
Description:	– Manual cleaning of Town Center, adjacent grassy area(s), & adjacent 1st St. N., City Hall Parking Lot and adjacent rights-of-way thru street side of curb edge. – Manual cleaning of adjacent grassy area(s) & islands, within Town Center & City Hall Parking Lot – Empty all trash / garbage containers within the Town Center & Adjacent Grassy Areas / adjacent 1st Street N. and City Hall Parking Lot – Removal of sand using a shovel, blower, and/or use of light construction equipment.
Location:	– Town Center & Adjacent Grassy Areas/, Adjacent 1 st Street N. City Hall Parking Lot 1st. St. N. 1 st . Ave.
Frequency:	– 52 weeks per year, 7 days a week, once per day

Option 4: 3rd Avenue & 2nd Street North City Parking Lot	
Description:	– Manual cleaning of Parking Lot, adjacent grassy area(s), and adjacent rights-of-way thru street side of curb edge. – Manual cleaning of adjacent grassy area(s) & islands, within City Parking Lot – Empty all trash / garbage containers within the City Parking Lot – Removal of sand using a shovel, blower, and/or use of light construction equipment.
Location:	– 3 rd Avenue & 2 nd Street North City Parking Lot
Frequency:	– 52 weeks per year, 7 days a week, once per day

Option 5: Ocean Front Park & Ocean Front Parking Lot	
Description:	– Manual cleaning of Ocean Front Park, adjacent grassy area(s), & adjacent 1st St. S., Ocean Front Parking Lot and adjacent rights-of-way thru street side of curb edge. – Manual cleaning of adjacent grassy area(s) and islands, Within Ocean Front Park and Ocean Front Parking Lot – Empty all trash / garbage containers within the Ocean Front Park & Adjacent Grassy Areas / adjacent 1st Street S. and Ocean Front Park Parking Lot – Removal of sand using a shovel, blower, and/or use of light construction equipment. – Removal of sand from (1) Public Shower daily – Location and Frequency shown below; either or both subject to change at CITY's sole discretion with the goal of combination of same/different locations & frequency for CITY parking lots/areas east or west of A1A (approximately equal to the Frequency below times area of the Ocean Front Park & Parking Lot, & Adjacent Grassy Areas, Adjacent 1st St. S. between 6th & 5th Aves. S., or proportional amount at proportional unit price (as mutually agreed).
Location:	– Ocean Front Park & Parking Lot, Adjacent Grassy Areas, Adjacent 1 st Street S. (between 6 th & 5 th Aves. S.)
Frequency:	– 52 weeks per year, 7 days a week, once per day

Option 6: Sea-Walk (Boardwalk) from Beach Blvd to 6th Ave. N.	
Description:	– Manual cleaning/picking up all visible litter and garbage – Empty all trash / garbage containers on the Sea-Walk. – Removal of sand using a shovel, blower, and/or use of light construction equipment. – Removal of sand from (3) Public Showers daily
Location:	– Sea-Walk (Boardwalk) from Beach Blvd to 6 th . Ave. N.
Frequency:	– 52 weeks per year, 7 days a week, once per day

Option 7: South Beach Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru street side of curb edge. – Empty all trash / garbage containers within South Beach Park, South Beach Parking Lot, & Adjacent Grassy Areas thru the curb edge.
Location:	– South Beach Park, located Osceola & South Beach Parkway
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 8: Gonzales Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru street side of curb edge. – Empty all trash / garbage containers within Gonzales Park & Adjacent Grassy Areas
Location:	– Gonzales Park, adjacent Gonzales Park Parking Areas, 11 th . Street N. & between 2 nd & 4 th Ave. N.
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 9: Huguenot Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru street side of curb edge. – Empty all trash / garbage containers within Huguenot Park & Adjacent Grassy Areas
Location:	– Huguenot Park, Adjacent Huguenot Park Parking Areas, Adjacent Parking Lot east of Huguenot Park, 3rd.Street South between 16 th . Ave. S. & 19 th . Ave. S.
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 10: Cradle Creek Preserve	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru street side of curb edge. – Empty all trash / garbage containers within Cradle Creek Preserve, Park Parking Lot & Adjacent Grassy Areas
Location:	– Cradle Creek Preserve, 15 th Street South & Fairway Lane.
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 11: Tall Pines Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru street side of pavement edge. – Empty all trash / garbage containers within Tall Pines Park, & Adjacent Grassy Areas
Location:	– Tall Pines Park, 9 th Avenue North between 17 th & 18 th Streets.
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 12: Rotary Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru street side of pavement edge. – Empty all trash / garbage containers within Rotary Park, Park Parking Lot & Adjacent Grassy Areas
Location:	– Rotary Park, Park Parking Area, 2 nd Avenue North, before Wood Bridge to Public Boat Ramp
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 13: Paws Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru fenced dog park areas and adjacent parking lot. – Empty all trash / garbage containers within Paws Park, Park Parking Lot & Adjacent Grassy Areas
Location:	– Paws Park, Parking Area, Located in Wingate Park, South Penman Road - Adjacent to Golf Course
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Option 14: Wingate Park	
Description:	– Manual cleaning/picking up all visible litter and garbage and adjacent rights-of-way thru park areas and adjacent parking lots. – Empty all trash / garbage containers within Wingate Park, Park Parking Lot & Adjacent Grassy Areas
Location:	– Wingate Park, Parking Areas, Located in Wingate Park, South Penman Road - Adjacent to Golf Course
Frequency:	– 52 weeks per year, Saturday, Sunday, Holidays, once per day

Options 15: Mechanical Cleaning: Vacuuming of Grassy Areas, Adjacent Rights-of-Way, of CITY Parks and Parking Lots	
Description:	– Manual & Mechanical Cleaning/picking up all visible litter and garbage, and sand. – Vacuuming of Grassy Areas, of Adjacent Rights-of-Way thru curb edge, CITY Parks, and Parking Lots.
Location:	
9A	Option 2: Pier Public Parking Lot 1 st . St. N. Between 4 th & 5 th Aves N.
9B	Option 3: Town Center & Adjacent Grassy Areas /, Adjacent 1 st Street N., & City Hall Parking Lot
9C	Option 4: 3 rd Avenue & 2 nd Street North City Parking Lot & Adjacent Grassy Areas
9D	Option 5: Ocean Front Park & Adjacent Grassy Areas /, Adjacent 1 st Street S., & Ocean Front Parking Lot
9E	Option 6: Sea walk (Boardwalk) from Beach Blvd to 6 th . Ave. N.
9F	Option 7: South Beach Park, South Beach Park Parking Lot, & Adjacent Grassy Areas
9G	Option 8: Gonzales Park, Adjacent Gonzales Park Parking Areas, & Adjacent Grassy Areas
9H	Option 9: Huguenot Park, Adjacent Huguenot Park Parking Areas, Adjacent Parking Lot to the East of Huguenot Park, & Adjacent Grassy Areas
9I	Option 10: Cradle Creek Preserve, Park Parking Lot & Adjacent Grassy Areas
9J	Option 11: Tall Pines Park & Adjacent Grassy Areas
9K	Option 12: Rotary Park, Park Parking Area & Adjacent Grassy Areas
9L	Option 13: Paws Park, Adjacent Parking Area & Adjacent Grassy Areas
9M	Option 14: Wingate Park, Parking Areas, & Adjacent Grassy Areas
Frequency:	As requested by the CITY, service performed once a week, once a month, or as directed by the CITY on as needed basis.

NOTE: The CITY is not bound by the exact location(s) shown in the Base Items or the Option Items. Locations may be changed or adjusted at the discretion of the CITY, as long as the amount of work is substantially the same, or if the amount of work is substantially higher or lower, the contractor shall be accordingly compensated proportionally (up or down). Adjusted compensation is to be agreed in writing prior to the commencement of the adjustment or change.

3. MISCELLANEOUS INFORMATION & REQUIREMENTS

- A. The selected contractor shall provide employees who are customer oriented, polite to citizens, and responsive to the requests and directives of CITY officials, to include public works, police, fire, parks & recreation personnel. The contractor shall permanently remove from this work any employee requested by the CITY to be removed.
- B. The selected contractor is to provide a Schedule Detail detailing when manual cleaning and mechanical cleaning are to be conducted. This is to be provided the first 1st. of each month to the Public Works Department. The Schedule Detail will include expected start times for each Base Item or Option Item that is under contract, current employed personnel and/or any new employees performing services, and updated contact phone numbers. In addition, the Schedule Detail will include from the previous month the amount of man-hours that were performed for each service (Base and Option Item) rendered and the tonnage of debris collected for reporting purposes for the CITY's Stormwater National Pollutant Discharge Elimination System (NPDES) Permit. The schedule is to be resubmitted as changes occur.
- C. The selected contractor shall furnish all labor, equipment, materials, supervision and means for the quality performance of the negotiated services. The contractor shall perform and accomplish the services in the manner best calculated to provide the highest quality, with safety of life and property of paramount importance, and to the satisfaction of the Director of Public Works, and in accordance with the contract documents.
- D. The CONTRACTOR shall be responsible for cleanup, removal, storage and disposal of all trash, garbage, debris, hazardous materials, etc., in the areas of the CITY that are covered by the resulting contract and issued service orders. Removal and disposal shall be at an authorized location not on CITY property, unless directed by the CITY representative to dispose of at a pre-approved CITY location. The CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the services. At the CITY's discretion, extraordinary debris / hazardous materials may be handled as an additional service (Para. 21 following).
- E. Current Disposal Site. The CONTRACTOR is to use the approved county landfill. (Currently located at 5110 U.S. Highway 301, south of Baldwin, Florida). CONTRACTOR does not pay tipping fees. Landfill is closed on holidays / long holiday weekends. CONTRACTOR shall be able to hold at least 2 to 3 days or more of solid waste during holidays.
- F. Current Storage Site. CONTRACTOR may use CITY provided storage site for storage of equipment. CONTRACTOR shall sign an agreement with the CITY (**see attached map**). The CITY retains the sole discretion to withdraw this site from use, subject to 60-day notice to the CONTRACTOR. In addition CONTRACTOR is to maintain the Public Works Facility (storage site) in a neat, clean and safe manner with minimal disruption to the CITY's everyday duties. CONTRACTOR shall quickly make any corrections required by the CITY at any time.
- G. **Assignment of Specification Requirements by Service Order**. The CITY reserves the right of discretion on assignment of the specification Base Items and Option Items or a portion thereof,

subject solely to the best interests of the CITY. This may vary season-to-season, month-to-month, week-to-week, and / or year-to-year, during the current contract term or extension(s) thereof. **The CITY shall issue service orders for the number combinations of whole and partial Quantities and Units of the Base Items and Option Items being ordered.** The CITY reserves the right to vary locations.

- H. **Location(s) / Time(s) of Work May Vary.** The CITY reserves the right to vary the Jacksonville Beach location(s) where, and the time(s) of day and the time(s) of week when, service(s) are provided for all Base Item(s), Option Item(s), and / or portion(s) thereof. The objective is to meet the needs of the CITY and to ensure the highest quality possible of the service(s) provided.
- I. **Additional Services.** CITY shall pay CONTRACTOR for additional services (at other public parks or other public places) performed over and above the base and option items. These services shall be similar in nature or related to the listed base and option items. Previously negotiated unit prices under this RFP, or a reasonable portion thereof, shall be used where possible in determining compensation. Otherwise, a fair negotiated price consistent with the type services requested shall be mutually agreed.
- J. Safety Standards
- 1) The CONTRACTOR selected shall receive standardized beach driving safety training for its employees through the City of Jacksonville Beach, for all current or new employees before any permitted driving on the beach. The Contractor must and shall receive training incorporating beach driving safety at least once per year prior to April 1, and provide the City documenting completion.
 - 2) The CONTRACTOR shall be responsible for instructing their employees in all safety measures. The CONTRACTOR shall not permit the placing or use of materials and equipment in locations in such a manner as to create safety hazard(s).
 - 3) The CONTRACTOR is responsible for furnishing and maintaining all equipment in safe operating conditions to perform duties in accordance with these specifications.
 - 4) The CONTRACTOR is responsible for complying with all regulations set forth by OSHA, the State of Florida, and the City of Jacksonville where applicable, and the CITY.
- K. Contractor's Employees and CITY Approval Required Prior to any Sub-Contracting.
- 1) The CITY reserves the right to accept or reject any employee of the CONTRACTOR.
 - 2) The CONTRACTOR shall not sub-contract any of this work without prior approval from the CITY.
- L. Supplies & Equipment. The CONTRACTOR shall provide all supplies and all equipment at the CONTRACTOR's expense to perform tasks in accordance with these specifications.

M. Damage.

- 1) The CONTRACTOR will be held responsible for any loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and their employees.
- 2) In the event damage occurs, the CONTRACTOR must report the damage to the Pollution Control Plant Supervisor immediately following the incident and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of damage, when the damage occurred and what action has been taken to correct the situation.

N. CITY Equipment & Facilities. The CONTRACTOR and their employees are not allowed to use any CITY equipment and/or facilities to perform this contract.

O. Contractor Liability. The CONTRACTOR shall be responsible and liable for any and all equipment that is in the possession of the CONTRACTOR. The CONTRACTOR shall be responsible and liable for any and all losses or damages to CITY or any other agency's equipment regardless of the cause, when such CITY or other agency equipment is in the possession of the CONTRACTOR or its agents.

P. Payment and Performance Bonds: Not required.

Q. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage shall not shift responsibility for any damages from the CONTRACTOR to the CITY.

4. TERM

- A. The contract shall be in effect for a period of three (3) years. The services outlined shall commence immediately after completion of negotiation and award of contract and extend for thirty-six (36) months, from the contract effective date, subject to the end of term of the current oceanfront cleaning contract and the best interests of the CITY if necessary.
- B. Upon mutual agreement of the CITY and the CONTRACTOR, the contract may be extended additional terms. The additional terms may range in length from one (1) to three (3) years at the sole discretion of the CITY. The total contract length, to include extensions, is not to exceed six (6) years.
- C. The extension(s) shall be agreed in writing, prior to the end of the current term. The current term may be extended monthly by agreement until the written agreement for the term extension is completed.

5. NONEXCLUSIVE: Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP.

6. CITY REPRESENTATIVES:

- A. Designated Representative: Public Works Director
- B. Project Manager: Public Works Streets Superintendent
- C. Technical Contacts: Public Works Division Supervisor(s) and/or
other CITY Department / Division Supervisors

7. **CITY DOCUMENTS:** During preparation of a response to this RFP, the CITY ordinances and infrastructure maps are available in various offices of the CITY for review by prospective proposers. The proposers accept the responsibility for the accuracy of any information furnished and ultimately incorporated into their responses.

8. **PRICE SUBMITTAL:**

- A. Proposing firms are required to submit unit prices and extended prices with the proposal on the attached *Proposal Tender Form*.
 - 1) Proposer must provide a **Unit Price** on each item listed. All price entries on the *Proposal Tender Form* must be clearly written in figures using ink. Proposer must insert extended prices obtained by multiplying the estimated quantities times the unit prices. In case of errors, unit prices shall govern. **The corrected extended prices, extended total price(s), and extended grand total price will be only one criteria used in the evaluation process to determine which firm is the most highly qualified to perform the required services.** The extended prices are primarily used for comparison between proposers of submitted unit prices. See Section 12.C. "CRITERIA" for explanation of the selection process.
 - 2) The *Estimated Quantities* on the *Proposal Tender Form* are approximate only. **Payment shall be made based upon actual Quantities and Units of services negotiated, ordered by the CITY, and performed by the selected proposer.** The CITY reserves the sole right to determine the *Quantity* amount desired on each *Base Item* and each *Option Item*. This includes increasing or decreasing the *Quantities* for any and all *Base Items* and / or *Option Items*, at any time during the course of the contract and extensions thereof. The CITY reserves the sole right to adjust the *Unit* and *Quantity* amounts in such a manner as to meet the service needs of the CITY, as long as the payment for services are proportionally equivalent to the prices submitted by the selected proposer based on the information in the *Proposal Tender Form*. This is subject to future changes to the unit prices, as authorized in Section 11.B.2).
 - 3) The CITY reserves the sole right to reject proposals in which the prices are obviously unbalanced.
 - 4) The proposed unit prices submitted on the *Proposal Tender Form* shall remain in effect through the end of the resulting contract's initial 3-year term.

B. **Price Adjustment Provisions.**

- 1) **Price Adjustment Provision** for **Landfill Disposal Loads** based on **Fuel Price Change**. *After the first six months* of the Contract Term or Extension thereof, and no closer than intervening 6 month periods thereafter, the CONTRACTOR, at the CONTRACTOR's option, may request an adjustment review based on the increased cost of fuel, known as the Fuel Surcharge per Landfill Disposal Load (Load), that is over and above the fuel price at the time of the Contract Term Start or Extension thereof (Contract Extension Term Start).
 - a. The Fuel Surcharge per Landfill Disposal Load (otherwise known as Fuel Surcharge per Load) shall be implemented by amendment signed by both parties. It applies to solid waste collected by the CONTRACTOR for the CITY from the oceanfront contract service area and hauled to, and disposed of, at the County landfill by the CONTRACTOR.
 - b. Effective Date of New Fuel Surcharge per Load. Each Fuel Surcharge per Load is effective starting the first full month after the Amendment is fully executed by both parties. It remains in effect until readjusted after another period of not less than six (6) months from the current fuel surcharge amendment. At that time, CONTRACTOR may submit request for consideration of a new Fuel Surcharge per Load adjustment review. This may be done at intervening periods of not less than six (6) months, except for the six (6) month period after the Effective Date of a new Contract Extension Term Start.
 - c. The CITY reserves the sole discretion to unilaterally initiate review of fuel prices, to refigure and reset the Fuel Surcharge per Load, after a six (6) month period elapses from the date of the current Amendment. The CITY will inform the CONTRACTOR in writing by a new Fuel Surcharge per Load Amendment signed only by the CITY. **The CITY may initiate this provision whether fuel prices increase or decrease over the intervening period.**
 - d. Diesel Fuel Price Index. This Fuel Surcharge per Load Provision would allow for a nominal increase or decrease in the price per load based on a calculation that factors in the average cost of diesel fuel for this region as posted in the *U.S. Energy Information Administration (EIA) US On-Highway Diesel Fuel Prices – Lower Atlantic*. The Fuel Surcharge per Load will be solely based on the increased / decreased cost of fuel only to haul and dispose of solid waste collected by the CONTRACTOR in performing services for the CITY and hauled by the CONTRACTOR to the County landfill.
 - e. Fuel Surcharge per Load Calculation Formula: The round trip mileage from the CITY's Storage Site (near the City's Wastewater Treatment Plant) to the approved Jacksonville Landfill and back is about 90 miles. Based on an average four and a half (4.5) MPG, it would take twenty-two and one-half (22.5) gallons of diesel fuel per round trip. An example follows:

- * **Base Fuel Price at Contract 1st Term Effective Start Date:** \$3.23 per gallon
(from the listed Diesel Fuel Price Index)
- * **Fuel Price after 1st 6-month duration from Term Start:** \$3.23 per gallon
(from the listed Diesel Fuel Price Index)
- * **Change in Fuel Price (+ or -) since Contract 1st Term Start:** \$0.10 per gallon
- * **Increase in Fuel Cost per round trip (22.5 gallons X \$0.10):** \$2.25 per load
(This is the Fuel Surcharge per Load)
- * **The Fuel Surcharge per Load of \$2.25** would be multiplied by # ***Landfill Disposal Loads per Invoice*** to equal the ***Fuel Surcharge per Invoice*** and added to the invoice **for the next six (6) month period**, subject to written agreement signed by both parties.
- * **Increase in Fuel Cost per Invoice (\$2.25 per load X 8 loads per invoice):** \$18.00 per invoice
(This is the Invoice Fuel Surcharge)

NOTE: The Fuel Surcharge per Load, the # Landfill Disposal Loads per Invoice, and the resulting Invoice Fuel Surcharge shall be shown as a separate line item on each invoice. This does not start until after the 1st 6 months of the Contract Term or Extension thereof. **(This may be an increase or decrease in price.)**

2) Price Adjustment Provision for Unit Prices based on CPI Change.

- 1) Applicability. The Adjustment Provision for Unit Prices may be applied only once during the contract. It is only to be applied as a provision of the agreement for one of the extended additional terms.
- 2) Subject to the term of this Agreement being extended beyond the Initial Contract Term, the CONTRACTOR may request the CITY to adjust the Unit Prices based on changes in the cost of doing business, over the current term of the Contract. Adjustments to the Unit Prices are to be mutually agreed in writing by the CITY and the CONTRACTOR.
- 3) Basis for Adjustment. The basis for these adjustments shall be – the not seasonally adjusted *Consumer Price Index (CPI) – All Urban Consumers, Area: U.S. city average, Item: All items less food and energy* – published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor publication if discontinued.
- 4) Average Annual CPI Change. The computations for the adjustment shall be based on the *average annual CPI change* for the intervening (full 12-month) periods since the Current Term Start Date.
- 5) The unit prices, subject to negotiations, may be increased / decreased in a percentage not to exceed 100% of the average annual CPI change (with a goal of no more than 75%) one time during the 5-year period.

- 6) In the event that the CITY and CONTRACTOR are unable to reach agreement on adjustment to the Unit Prices prior to the Expiration Date of the Current Term, as may be extended month to month under the existing pricing by mutual agreement while negotiations are still ongoing, either party shall have the right to terminate this agreement upon forwarding a certified letter to the other party.

- C. Taxes. The CONTRACTOR is responsible for paying any and all taxes associated with this agreement.

9. MINIMUM QUALIFICATION REQUIREMENTS OF PROPOSING FIRM(S):

- A. A Florida office, which will manage the work, and have an appropriate Florida local business tax receipt.
- B. Local staff (in Duval or St. Johns, Baker, or Nassau County) working directly for the CONTRACTOR, with the capability of performing all the services outlined in these specifications, promptly with quality and within a reasonable, mutually agreed timeframe. If there is disagreement about the timeframe, then the CITY's position shall take priority.
- C. The CONTRACTOR shall have at all times an experienced **Field Supervisor in charge of the local staff**, on site during the days the contract work is being performed. This person shall be competent and able to communicate with the public and authorized to receive orders from the CITY and to act for the CONTRACTOR. The Field Supervisor shall be able to respond to and resolve complaints concerning all facets of the CONTRACTOR's work for the CITY.
- D. Demonstrated capability, past experience, and expertise in beach cleaning services.
 - 1) References from municipalities are mandatory, evidencing current experience in beach maintenance / cleaning. Ensure specific point of contact name(s) and phone number(s) are provided. Teamwork and customer oriented coordination with officials in public works, public safety, and recreation are paramount.
 - 2) Minimum of three (3) years of customer oriented, beach maintenance and cleaning activities for municipalities located along the Atlantic coast in Florida and/or Georgia. The field supervisor shall have a minimum of three (3) years supervising such work.
 - 3) Current state certification for handling hazardous and bio-hazardous waste.
 - 4) Solid and verifiable experience working in cooperation with state agencies (Beaches & Shores, DEP, EPA, etc.) obtaining all required permits, properly cleaning red tide residual, fish kills, hazardous waste spills, & handling and cleaning up environmentally protected species such as turtles.
 - 5) Minimum three (3) years of experience using mechanical beach cleaning equipment. At least 1-year of experience with the specific equipment proposed to be used in support of the work

in this contract. The field supervisor shall have a minimum of three (3) years supervising such work.

- a. Provide video of specific mechanical beach cleaning equipment, to be used with this contract, in operation cleaning a beach, to include close-up footage. Equipment is to be operated by the firm's employee(s) who will be working on this contract.
- b. CITY reserves the right to require a demonstration on the beach at the City of Jacksonville Beach. Equipment is to be operated by the firm's employee(s) who will be working on this contract.

10. CONTRACTOR WRITTEN PROPOSAL & CITY SELECTION PROCESS:

A. **SELECTION PROCESS:** Contractor selection shall be in accordance with this request for proposal. The evaluation process shall determine qualifications, interest, and availability. The City shall first review all written responses. This review will result in a ranked list of fully qualified respondents. If deemed necessary, public *informal* interviews may be conducted of selected respondents determined to be best qualified based upon the evaluation of the written responses. The determinations shall be based upon the criteria below.

B. **WRITTEN PROPOSAL / QUALIFICATIONS PACKAGE REQUIREMENT:**

Respondents are to adhere to the requirements shown below. Failure to do so may result in rejection of proposal as non-responsive.

- Be concise and to the point.
- Limit proposal to no more than fifteen (15) each 8-1/2" X 11" type written pages.
- Provide adequate information on each criterion below.
- Provide the criteria information below in the order shown.

C. **CRITERIA:**

1) **Past record of beach cleaning experience with references (20%):** A list plus brief description (with timeframe) of beach cleaning contracts and experience with customer references (municipal / private) with telephone number and location of experience. This is to be provided for:

- a. The proposing firm.
- b. The field supervisor.

2) **Local project office and project team (20%):**

- a. Identify the address location of the project office for the local staff (in Duval County). The members of the project team, to include the field supervisor, shall be permanently assigned to and physically located at the local project office. *Routine / responsive face-to-face and telephonic interaction will be important in servicing the City's needs in*

performing this contract.

- b. List firm's team members who will work on this continuous service contract. Provide brief bullets on education, certification and experience, which the firm deems important to this contract. Confirm that team members are permanently assigned and physically located in firm's local project office noted above.
- 3) **Mechanical equipment & experience using it (20%)**: Provide list and picture(s) of equipment to be used on this contract. Provide video of specific mechanical beach cleaning equipment in operation with close-up footage. Have firm's employees, who will work on this contract, operating the equipment. *The City reserves the right to require a demonstration at Jacksonville Beach. Again, firm's employees, who will be working on this contract, shall be required to operate the equipment.*
- 4) **Beach Cleaning Plan (20%)**: Provide concise written plan explaining how the firm will accomplish the specification **Base Items** detailed above.
- 5) **Cost (20%)**: Provide unit prices and extended prices based on estimated quantities on the attached ***Proposal Tender Form***.
- 6) **Attendance at Pre-Proposal Non-Mandatory On-Site Meeting**: State whether or not the respondent firm had employee(s) attend the pre-proposal non-mandatory on-site meeting to gather additional information about the CITY's specifications / requirements of the RFP. If so, please provide names of every attendee.

CONTRACTOR Storage Site

On CITY Property
adjacent to and north of
910 South 10th Street, Jacksonville Beach, FL 32250



Entrance Gate

Intersection of
10th Street South
& 8th Avenue

910 S. 10th Street

Open Storage & Use

site of shared storage &
use with CITY and other
CITY contractors



910 S. 10th Street

Current County Landfill Disposal Site

Trail Ridge Landfill,
5110 U.S. Highway 302, Jacksonville, FL 32234

**Current County
Landfill
Disposal Site**



Estimated Distance

From: CONTRACTOR Storage Site

To: County Landfill Disposal Site

One way is approximately 45 miles.

Round trip is approximately 90 miles.

mapquest m^q

Trip to:

Trail Ridge Landfill Inc
5110 US Highway 301 S

Jacksonville, FL 32234

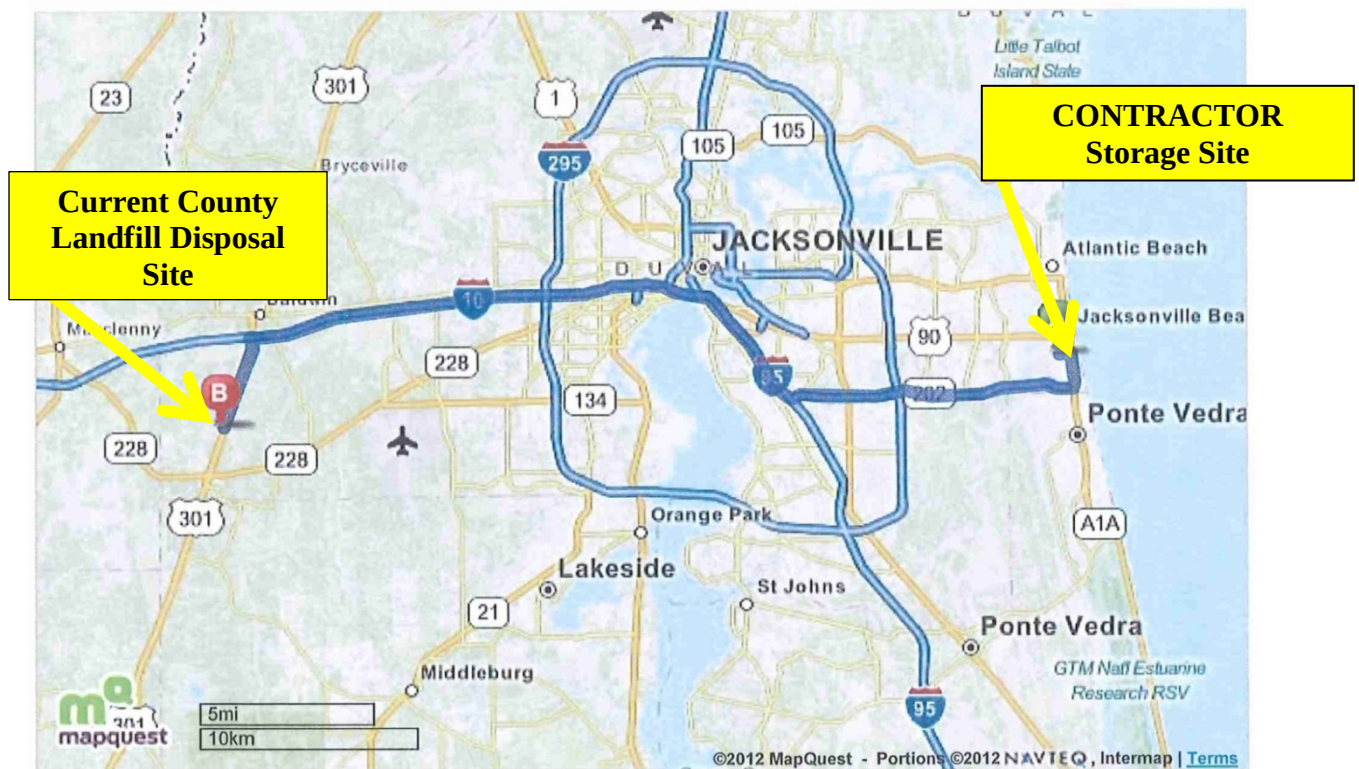
(904) 289-9100

44.97 miles / 52 minutes

Notes

From:

910 South 10th Street
Jacksonville Beach, FL 32250



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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-55
Grant Application - Florida Inland Navigation District (FIND)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-55

SYNOPSIS: This item is a request to make application to the Florida Inland Navigation District (FIND) Waterways Assistance Program Grant for a Marina project. Staff is requesting permission to apply for assistance for the Development of Public Boat Docking and Mooring Facilities, specifically the reconfiguration of the current Marina Manager office to serve as the boater check-in facility and to construct additional bathrooms in the current boater lounge facility.

The request for this funding is for construction purposes (planning costs will be incurred solely by the City, although existing grant funding may be utilized for the additional bathroom planning). If awarded, the City will be responsible for a 1:1 match of the grant amount (not to exceed \$200,000).

FISCAL IMPACT: If awarded, planning costs will be allocated to current Marina funds (or, if possible, through existing FIND grant funds). The grant amount and City match for the construction component of these projects will be included in the FY 2019/2020 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-55.

Lorelei Jacobs, Grants Administrator	3/6/2019
Nicole Bednar, Administrative Services Manager	3/6/2019
Dale Martin, City Manager	3/7/2019
Pauline Testagrose, Comptroller	3/7/2019
Tammi E. Bach, City Attorney	3/8/2019
Katie Newton, Legal Assistant	3/8/2019

Date: March 05, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach is interested in carrying out the following described projects for the enjoyment of the citizenry of the City of Fernandina Beach and State of Florida:

Project Title:	Mooring and Public Boat Docking Facilities Improvements
Total Estimated Cost:	Not to exceed \$400,000 (based upon \$200,000 FIND grant and 1:1 match funds from the City)
and	
Brief Description of Project:	Reconfiguration of a structure to serve as a boater check-in facility and the construction of additional bathrooms to support the repaired Marina and expanded mooring field.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Fernandina Beach that the projects described above be authorized,

AND, be it further resolved that said City of Fernandina Beach make application to the Florida Inland Navigation District in the amount not to exceed \$200,000 of the actual cost of the project in the behalf of said City of Fernandina Beach,

AND, be it further resolved by the City of Fernandina Beach that it certifies the following:

SECTION 1.

- a. That it will accept the terms and condition set forth in FIND Rule 66B-2 F.A.C., and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
- b. That it is in complete accord with the attached proposal and that it will carry out the Program the manner described in the proposal and any plans and specification attached thereto unless prior approval for any change has been received from the District.
- c. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Fernandina Beach for public use.

- d. That it will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with the statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
- e. That it will maintain adequate financial record on the proposed project to substantiate claims of for reimbursement,
- f. That it will make available to FIND if required, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 2. The City Commission authorizes the City Manager to execute the grant application and all documentation pertaining to the Grant Approval, if awarded, after review and approval of the City Attorney.

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

ADOPTED this 19th 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 2019-56
FL Senate Bill and House Bill Support

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-56

SYNOPSIS: Mayor Miller has requested that the City Commission support several state bills aimed at protecting Florida's environment.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No recommendation.

Tammi E. Bach, City Attorney 3/1/2019

Dale Martin, City Manager 3/5/2019

Date: February 25, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUPPORTING FLORIDA SENATE BILL 218 PROHIBITING SMOKING ON PUBLIC BEACHES; SUPPORTING FLORIDA SENATE BILL 88 REPEALING PREEMPTION OF LOCAL LAWS REGULATING RECYCLABLE AND POLYSTYRENE MATERIALS; SUPPORTING SENATE BILL 146 CLARIFYING THAT PERMITS FOR DRILLING OR OPERATING A WELL DO NOT AUTHORIZE THE PERFORMANCE OF ADVANCED WELL STIMULATION TREATMENTS; SUPPORTING HOUSE BILL 7029 PROHIBITING FRACKING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Commission hereby supports efforts to protect the environment and specifically, several bills filed in the 2019 Florida Legislature including: a) Senate Bill 218 prohibiting smoking on public beaches; b) Senate Bill 88 repealing preemption of local laws regulating recycling and polystyrene materials; c) Senate Bill 146 clarifying that permits for drilling or operating a well do not authorize the performance of advanced well stimulation treatments; and d) House Bill 7029 prohibiting fracking.

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

ADOPTED this 19th 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

By Senator Gruters

23-00453-19

2019218__

1 A bill to be entitled
2 An act relating to smoking; renaming part II of ch.
3 386, F.S.; expanding its application to include
4 outdoor areas; creating s. 386.2122, F.S.; prohibiting
5 the smoking of tobacco on public beaches; providing
6 civil penalties; authorizing a law enforcement officer
7 to issue a citation as prescribed by a county or
8 municipality to any person who smokes tobacco on a
9 public beach; requiring a citation to include
10 specified information; specifying that a person who
11 fails to comply with the directions on the citation
12 waives the right to contest the citation and
13 authorizing the court to issue an order to show cause;
14 providing an effective date.

15
16 Be It Enacted by the Legislature of the State of Florida:

17
18 Section 1. Part II of chapter 386, Florida Statutes,
19 entitled "INDOOR AIR: TOBACCO SMOKE," is renamed "TOBACCO
20 SMOKE."

21 Section 2. Section 386.2122, Florida Statutes, is created
22 to read:

23 386.2122 Smoking prohibited on public beaches; penalty.—

24 (1) It is unlawful for any person to smoke tobacco on a
25 public beach.

26 (2) A person who violates subsection (1) commits a civil
27 infraction punishable by a maximum penalty not to exceed \$25 or
28 10 hours of community service.

29 (3) A law enforcement officer may issue a citation in such

23-00453-19

2019218__

30 form as prescribed by a county or municipality to any person who
31 violates subsection (1). Such citation must contain:

32 (a) The date and time of issuance.

33 (b) The name and address of the person cited.

34 (c) The date and time the civil infraction was committed.

35 (d) The statute violated.

36 (e) The facts constituting the violation.

37 (f) The name and authority of the law enforcement officer.

38 (g) The procedure for the person to follow to pay the civil
39 penalty, to contest the citation, or to appear in court.

40 (h) The applicable civil penalty if the person elects not
41 to contest the citation.

42 (i) The applicable civil penalty if the person elects to
43 contest the citation.

44 (4) A person who fails to comply with the directions on the
45 citation waives his or her right to contest the citation and an
46 order to show cause may be issued by the court.

47 Section 3. This act shall take effect July 1, 2019.

By Senator Stewart

13-00131A-19

201988__

A bill to be entitled

An act relating to the preemption of recyclable and polystyrene materials; amending s. 403.7033, F.S.; deleting preemptions of local law relating to the regulation of auxiliary containers, wrappings, or disposable plastic bags; amending s. 500.90, F.S.; repealing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 403.7033, Florida Statutes, is amended to read:

403.7033 Departmental analysis of particular recyclable materials.—The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the department shall submit a report with conclusions and recommendations to the Legislature no later than

13-00131A-19

201988__

February 1, 2010. ~~Until such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags.~~

Section 2. Section 500.90, Florida Statutes, is amended to read:

~~500.90 Regulation of polystyrene products preempted to department. The regulation of the use or sale of polystyrene products by entities regulated under this chapter is preempted to the department. This preemption does not apply to local ordinances or provisions thereof enacted before January 1, 2016, and does not limit the authority of a local government to restrict the use of polystyrene by individuals on public property, temporary vendors on public property, or entities engaged in a contractual relationship with the local government for the provision of goods or services, unless such use is otherwise preempted by law.~~

Section 3. This act shall take effect July 1, 2019.

By Senator Stewart

13-00412-19

2019146__

A bill to be entitled
An act relating to advanced well stimulation
treatment; amending s. 377.19, F.S.; defining the term
"advanced well stimulation treatment"; conforming a
cross-reference; creating s. 377.2405, F.S.;
prohibiting the performance of advanced well
stimulation treatments; clarifying that permits for
drilling or operating a well do not authorize the
performance of advanced well stimulation treatments;
providing applicability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Present subsections (1) through (32) of section
377.19, Florida Statutes, are redesignated as subsections (2)
through (33), respectively, present subsection (5) of that
section is amended, and a new subsection (1) is added to that
section, to read:

377.19 Definitions.—As used in ss. 377.06, 377.07, and
377.10-377.40, the term:

(1) "Advanced well stimulation treatment" means all stages
of a well intervention performed by injecting fluids into a rock
formation:

(a) At a pressure that is at or exceeds the fracture
gradient of the rock formation and that has the purpose or
effect of fracturing the formation to increase production or
recovery from an oil or gas well, such as hydraulic fracturing
or acid fracturing; or

(b) At a pressure that is below the fracture gradient of

13-00412-19

2019146__

the rock formation and that has the purpose or effect of
dissolving the formation to increase production or recovery from
an oil or gas well, such as matrix acidizing.

The term does not include techniques used for routine well
cleanout work, well maintenance, or removal of formation damage
due to drilling or production, or acidizing techniques used to
maintain or restore the natural permeability of the formation
near the wellbore.

~~(6)(5)~~ "Gas" means all natural gas, including casinghead
gas, and all other hydrocarbons not defined as oil in subsection
~~(16)~~ ~~(15)~~.

Section 2. Section 377.2405, Florida Statutes, is created
to read:

377.2405 Advanced well stimulation treatments.—

(1) BAN.—The performance of advanced well stimulation
treatments is prohibited in this state. A permit for drilling or
operating a well does not authorize the performance of advanced
well stimulation treatments.

(2) APPLICABILITY.—This section applies only to wells
regulated pursuant to this chapter.

Section 3. This act shall take effect upon becoming a law.

PCB ANRS 19-01

ORIGINAL

2019

1 A bill to be entitled
2 An act relating to fracking; amending s. 377.19, F.S.;
3 defining the term "fracking"; conforming a cross-
4 reference; creating s. 377.2405, F.S.; prohibiting the
5 performance of fracking; clarifying that permits for
6 drilling or operating a well do not authorize the
7 performance of fracking; requiring operators to notify
8 the Department of Environmental Protection prior to
9 using techniques for certain purposes; providing an
10 effective date.

11
12 Be It Enacted by the Legislature of the State of Florida:

13
14 Section 1. Present subsections (5) through (32) of section
15 377.19, Florida Statutes, are redesignated as subsections (6)
16 through (33), respectively, present subsection (5) is amended,
17 and a new subsection (5) is added to that section, to read:

18 377.19 Definitions.—As used in ss. 377.06, 377.07, and
19 377.10–377.40, the term:

20 (5) "Fracking" means all stages of well intervention
21 performed by injecting high volumes of fluids at a high rate
22 into a rock formation at pressures at or exceeding the fracture
23 gradient of the rock formation in order to propagate fractures.
24 The term does not include techniques used for conventional well
25 stimulation or conventional workover procedures; techniques used

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ORIGINAL

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26 for routine well cleanout work, well maintenance, or removal of
27 formation damage due to drilling or production; or conventional
28 acidizing techniques used to enhance, maintain, or restore the
29 natural permeability of the formation.

30 (6)~~(5)~~ "Gas" means all natural gas, including casinghead
31 gas, and all other hydrocarbons not defined as oil in subsection
32 (16)~~(15)~~.

33 Section 2. Section 377.2405, Florida Statutes, is created
34 to read:

35 377.2405 Fracking; notification.-

36 (1) PROHIBITION.-Fracking is prohibited in this state. A
37 permit for drilling or operating a well does not authorize
38 fracking.

39 (2) NOTIFICATION.-An operator must provide written
40 notification to the department prior to using techniques for
41 routine well cleanout work, well maintenance, removal of
42 formation damage due to drilling or production, or enhancing,
43 maintaining, or restoring the natural permeability of the
44 formation.

45 Section 3. This act shall take effect upon becoming a law.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2019-08
Future Land Use Map Amendment - Amelia Bluff

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-08 at Second Reading.

SYNOPSIS: Amending the Future Land Use Map to change approximately 6.40 acres of land from Conservation (CON) to Low Density Residential (LDR). This property was specifically identified as CON in previous staff reports, and the purchaser/developer relied on staff supposition that such classification would not be a hinderance to development because of a "mapping error".

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on February 19, 2019.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: It appears that City staff represented to the developer that the Conservation Future Land Use on the subject property is a "mapping error" because the wetland map layer from the Nassau County Property Appraiser website (Map Layers tab) shows the wetlands are located north and east of the subject property that is proposed for residential development. The St. Johns River Water Management District (SJRWMD) provides the wetland maps to the Nassau County Property Appraiser and local governments (i.e. City, County). The term "scrivener's error" underestimates the impact of this "mapping error" since the City takes conservation very seriously, and City staff would not represent that residential development should occur on wetlands. It appears from aerial photography, topographic maps and SJRWMD maps that the subject property is located at higher elevations than the wetlands to the east; therefore, a FLUM change from Conservation to Residential is consistent with the Comprehensive Plan and Land Development Code.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2019-08 at Second Reading.

Nicole Bednar, Administrative Services Manager 3/5/2019

Dale Martin, City Manager 3/7/2019

Tammi E. Bach, City Attorney 3/8/2019



Date: February 19, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Enact

ORDINANCE 2019-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM CONSERVATION (CON) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR PROPERTY TOTALING APPROXIMATELY 6.40 ACRES OF LAND LOCATED ON CITRONA DRIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the Future Land Use Map Amendment request under PAB Case# 2019-01 at its Regular Meeting on January 9, 2019, and by a vote of 3-2 recommended approval of the applicants request to assign the Low Density Residential (LDR) future land use map classification to the subject property; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on 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, 4.01.01, 4.01.02, prior approvals granted for site development as directed by Commission action under Ordinance 2017-25, Resolution 2017-123, and Resolution 2018-39 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 a portion of Parcel ID number 00-00-31-1180-0017-0040, totals approximately 6.40 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 Low Density Residential (LDR).

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 19th day of March, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

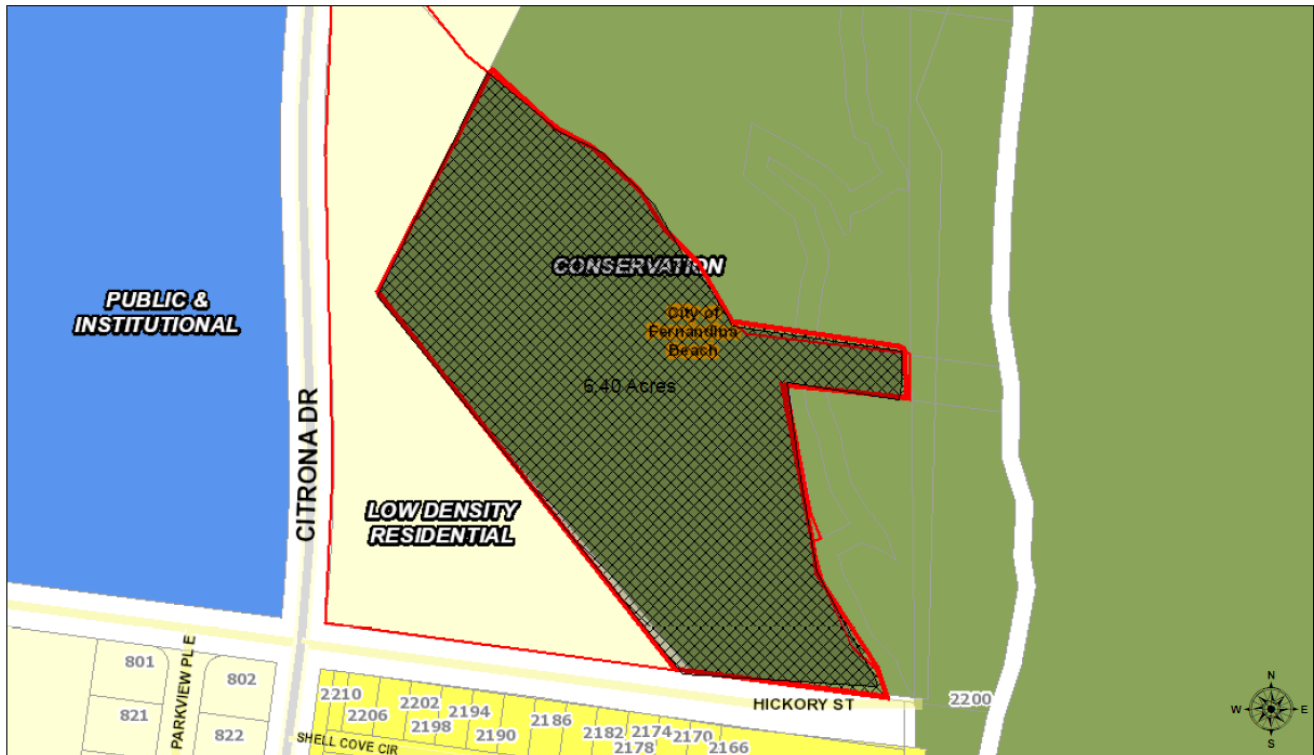


CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2019-08
EXHIBIT "A"

REQUEST FOR A FUTURE LAND USE MAP CHANGE FOR 6.4 ACRES OF LAND FROM CONSERVATION (CON) TO LOW DENSITY RESIDENTIAL (LDR) FOR PROPERTY LOCATED ON CITRONA DRIVE AND IDENTIFIED AS PARCEL ID# 00-00-31-1180-0017-0040.





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APPLICATION FOR SMALL SCALE FUTURE LAND USE MAP(FLUM)AMENDMENT
AMELIA BLUFF SUBDIVISION

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Amelia Bluff, LLC				
AGENT:	Wirt Beard				
REQUESTED ACTION:	Small Scale FLUM amendment for 6.40 Acres from Conservation (CON) to Low Density Residential (LDR)				
LOCATION:	Citrona Drive				
CURRENT ZONING:	R-1				
CURRENT LAND USE:	Conservation (CON)				
EXISTING USES ON SITE:	Infrastructure Improvements to support development of 30 single family homes as approved under preliminary plat Resolution 2018-64 (Reference: PAB Case 2018-26 Final Plat Request)				
PROPERTY SIZE:	6.40 Acres (A portion of the 11.71 Acres)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant Land	N/A	R-1	Low Density Residential
	South	Shell Cove Subdivision (Ord.15-23)	2016	R-2 with PUD	Medium Density Residential
	East	Egans Creek Greenway	N/A	CON	Conservation
	West	Fernandina Beach Middle and High Schools		PI-1	Public and Institutional

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Approval of a small-scale Future Land Use Map amendment is requested for 6.40 acres of land from Conservation (CON) to Low Density Residential (LDR) to correct a scrivener's error and for consistency with the zoning map reflecting R-1(Low Density Residential) zoning. The applicant requests consideration of the FLUM amendment to make consistent the maps and proceed with final plat approval for the 30-dwelling unit subdivision located on a total of on 11.71 acres of land. The subject property is located on Citrona Drive between Hickory Street and Fir Street and identified as "Amelia Bluff." The developed density of the site is proposed to be 2.56 dwelling units per acre. Existing uses surrounding the property are described in the preceding section. Two points of ingress and egress will be located on Citrona Drive, pending approval of Nassau County for roadway access.

In 2017, the City vacated a portion of unopened right-of-way (Ordinance 2017-25) known as, "Gum Street", which ran through the mid- section of the site. The City and property owner entered a Memorandum of Understanding (MOU) (Resolution 2017-123) which stipulated certain criteria be met as part of any land development approvals. The wetlands portion of the property totaling 3.63 acres of land was transferred to the City of Fernandina through a quit claim deed on March 20, 2018 (Resolution 2018-39). Access to the abutting properties under ownership of the Florida Department of Transportation and located on the eastern edge of the



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property was established through the creation of a public right-of-way under Resolution 2018-40 on March 20, 2018. The City Commission approved the Amelia Bluff preliminary plat through Resolution 2018-64 on May 1, 2018. Site work commenced in May and infrastructure improvements have been installed. The City will inspect the roadways and infrastructure improvements and the required maintenance bonds will be received at the time a final plat receives signatures from City officials.

The preliminary and final plats have been reviewed by the City's Technical Review Committee (TRC) and received a compliance letter. The applicant has fulfilled the requirements of the MOU and requests approval of the subdivision as designed to meet or exceed standards of the Low-Density Residential land use category and R-1 zoning district and applicable LDC policies. Receipt of payment for the future purchase of conservation lands will be forthcoming at the time the final plat is approved.

CONSISTENCY	WITH	THE	COMPREHENSIVE	PLAN:
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Policy 1.02.02. 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.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. While the City's ability to maintain adopted levels of services for these items was confirmed at the time of the original approval of development rights for this property, the City's TRC review process also confirms and documents service capabilities. The City can serve this property as proposed and meet or exceed all required levels of service for each facility or service area.

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. Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. No leapfrog development is occurring. The subdivision will be accessed from existing and improved rights-of-way under maintenance obligation by Nassau County.

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	300 gallons per day per ERU (Equivalent Residential Unit)



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System	
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
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

Policy 4.01.02. 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.

Five public facilities have adopted levels of service under the City’s Comprehensive Plan: Transportation, Water, Sewer, Drainage, and Solid Waste. The applicant’s request for final plat approval complies with the established Future Land Use Map category of Low Density Residential (LDR) and R-1 (Low Density Residential) zoning district with a proposed developed density of 2.56 dwelling units per acre. The LDR land use category allows for up to four (4) dwelling units per acre, the potential of the site could have resulted in a maximum of 34 dwelling units. The Amelia Bluff final plat is requesting approval for 30 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City’s current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 30 dwelling units, Staff estimates that approximately 287 Average Daily Trips (ADT) are generated by the proposed development; resulting in 30 p.m. peak hour trips. Traffic impacts would primarily be handled on State and Nassau County maintained roadways. Standard ITE rates and methodology for vehicular transportation impacts will not provide analysis beyond the rates described without additional traffic modeling. The City’s existing ordinance does not require additional analysis to be performed. However, the impact associated with 30 new homes and the existing daily traffic pattern with the neighboring Fernandina Beach Middle School and High School cannot be ignored.

Staff has requested that the site engineer to work with Nassau County to develop crosswalks for pedestrian and bicycle access to provide safe movement across Citrona Drive. Congestion along Citrona Drive historically exists in keeping with the schools’ daily schedule for student drop off and pick up. Staff has witnessed bicycle and pedestrian conflicts within this area during the morning and afternoon hours as students living nearby typically



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walk or bike to school. The existing sidewalk fronting the schools is in poor condition and expansion of sidewalks to an 8- 10-foot multi-use path should be considered and budgeted to avoid continued mode conflicts. County and City planning staff are examining options for improvements within this corridor through use of Transportation Alternative Project (TAP) federal funds as allocated through the North Florida Transportation Planning Organization (TPO).

Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This is like the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 14,350 gallons of water per day (41 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 24,150 gallons of wastewater per day (30 units x 2.3 x 350 gallons per ERC per day). The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations are made in conjunction with TRC site plan review and necessary improvements will be required to be demonstrated on engineering plan sets.

As for solid waste and drainage, the City currently has contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the final plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service can maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

- A. **A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**
- B. **In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**



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1. The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.
2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.
3. The proposed name of the subdivision.
4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.
5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.
6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.
7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.
8. Location of the nearest available public water supply and wastewater disposal system.
9. A topographic survey, soils report, grading plan, and an erosion control plan.
10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high-water line for each feature.
11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.
12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification and establishing a base flood elevation for all proposed lots within the subdivision.
13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The applicant has complied with the subdivision requirements for review of the final plat request. Additionally, the final plat is consistent with LDC section 4.04.00 minimum subdivision requirements. The Preliminary Plat has been reviewed for technical completeness by the City's TRC and a compliance letter was issued on June 4, 2018. No adjustments to the lot configuration have been requested between the time of preliminary and final plat application requests. Requirements associated with infrastructure improvements and landscape compliance are addressed in the applicant's site plan and engineering documents as provided as part of the preliminary plat review and attached as back up to this request.

CONCLUSION:

Research contained in **Exhibit B** provides information regarding the history of Future Land Use Map categories for the subject property. In 1961, prior to State mandated growth management, the City of Fernandina Beach adopted its Comprehensive Plan. The 1961 Plan included a "zoning map" that served as the initial land use map for the City. Future Land Use Maps were not a requirement, nor a standard planning practice during that timeframe. Between 1961-1990, the property maintained a residential land use and/or zoning category associated with then entirety of the property totaling 11.71 acres of land. In 1993, the first instance of the property containing a subsection of the property identified as "Wetlands Protection" (today's Conservation FLUM) in the form visualized on the current FLUM through a prepared "zoning map." The 1997 EAR report, containing a FLUM map, documents the same configuration with split FLUM of Wetlands Protection (WP) and Low Density Residential (LDR). The Official FLUM prepared in 2004 notes the same split WP/ LDR FLUM. Then, in 2005 through separate documents staff found transmitted FLUM amendments and an official FLUM map



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reflecting a Low Density Residential (LDR) category for the entirety of the property. In the 2006 and 2009 digital GIS files, the split CON/ LDR FLUM reappears and is maintained in 2011 on the Official FLUM as transmitted to the State through its EAR based amendments. The mapping has remained consistent between 2011-2019. Historical zoning maps reflect a different picture in that they have consistently maintained a R-1 or a similar low-density residential zoning district for the entirety of the property. This demonstrates a mismatch that has occurred on the property since at least 2004-2005.

It appears that the scrivener's error occurred as a result of the intent protect the low-lying environmental sensitive lands (wetlands) located on the east side of the subject property with the previous Wetlands Protection FLUM Category. With the understanding it was the City's intent protect the environmentally sensitive lands associated with the subject property, the applicant's requested action appears consistent with the intended direction of the City. Through Resolution 2018-39, the 3.63 acres of wetlands to the east of the subject property has been deeded to the City for conservation lands in perpetuity. Further, the subject property is bound by a 25-foot wetlands protection buffer requirement for the development of the home sites. Therefore, Staff finds the applicant's requested action to be consistent with applicable policies of the City's Comprehensive Plan, Land Development Code, and the requirements contained in the MOU (Resolution 2017-123) and recommends approval of the small-scale FLUM amendment.

MOTION(S) TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2019-01 to the City Commission requesting that a Small-scale FLUM amendment for the Amelia Bluff subdivision be **(approved or denied)** and that PAB case 2019-01, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

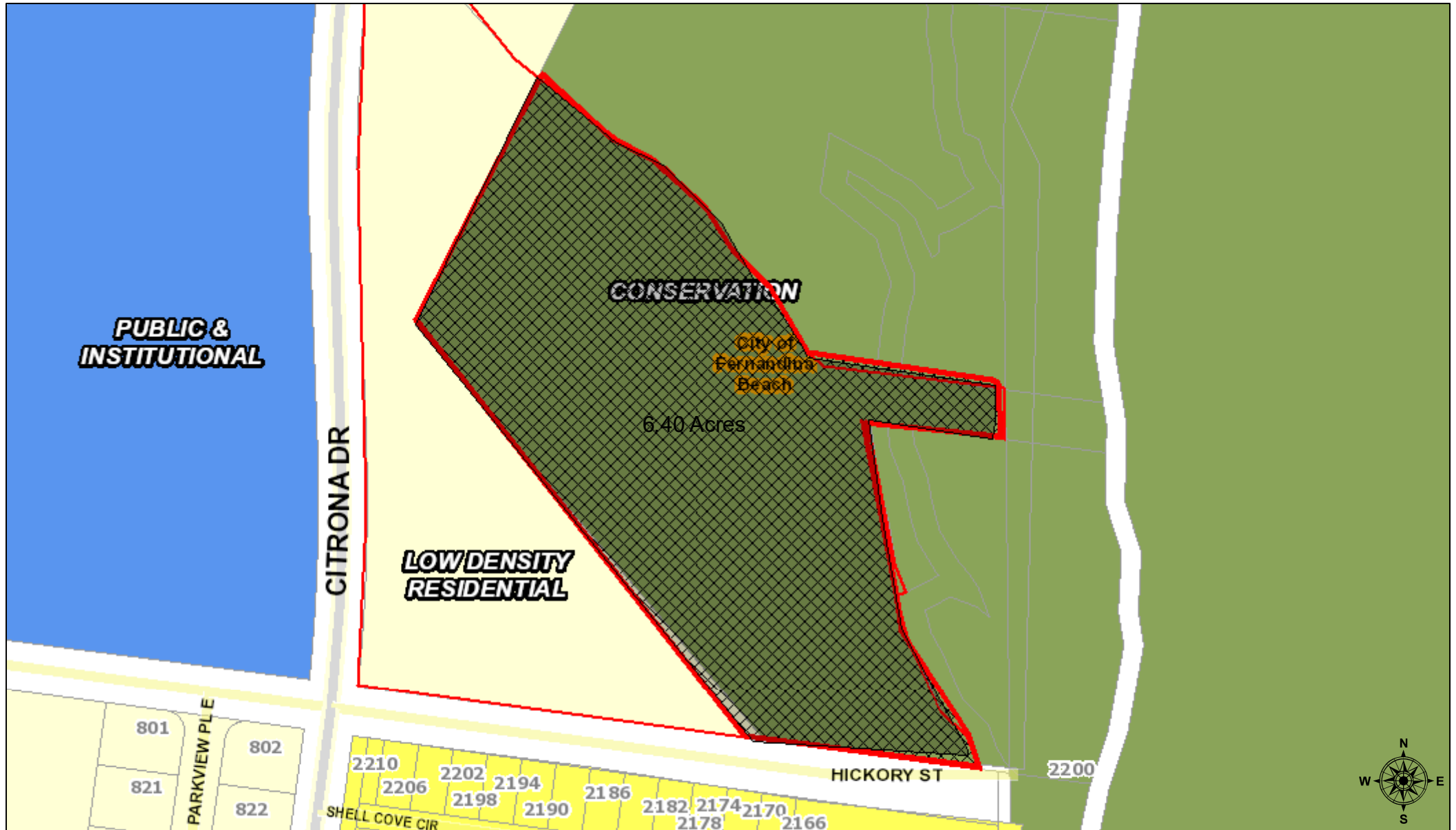
A handwritten signature in blue ink, which appears to read "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director of Planning and Conservation

Exhibit A: Map

Exhibit B: FLUM tracking table with associated maps

PAB 2019-01 FLUM Map with Approx. Acreage of Correction



December 5, 2018

□ Land Parcels

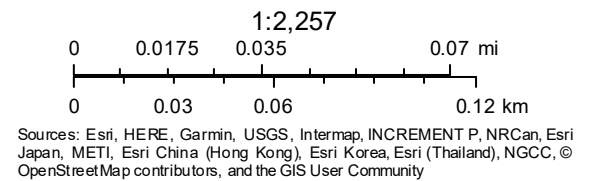


EXHIBIT B

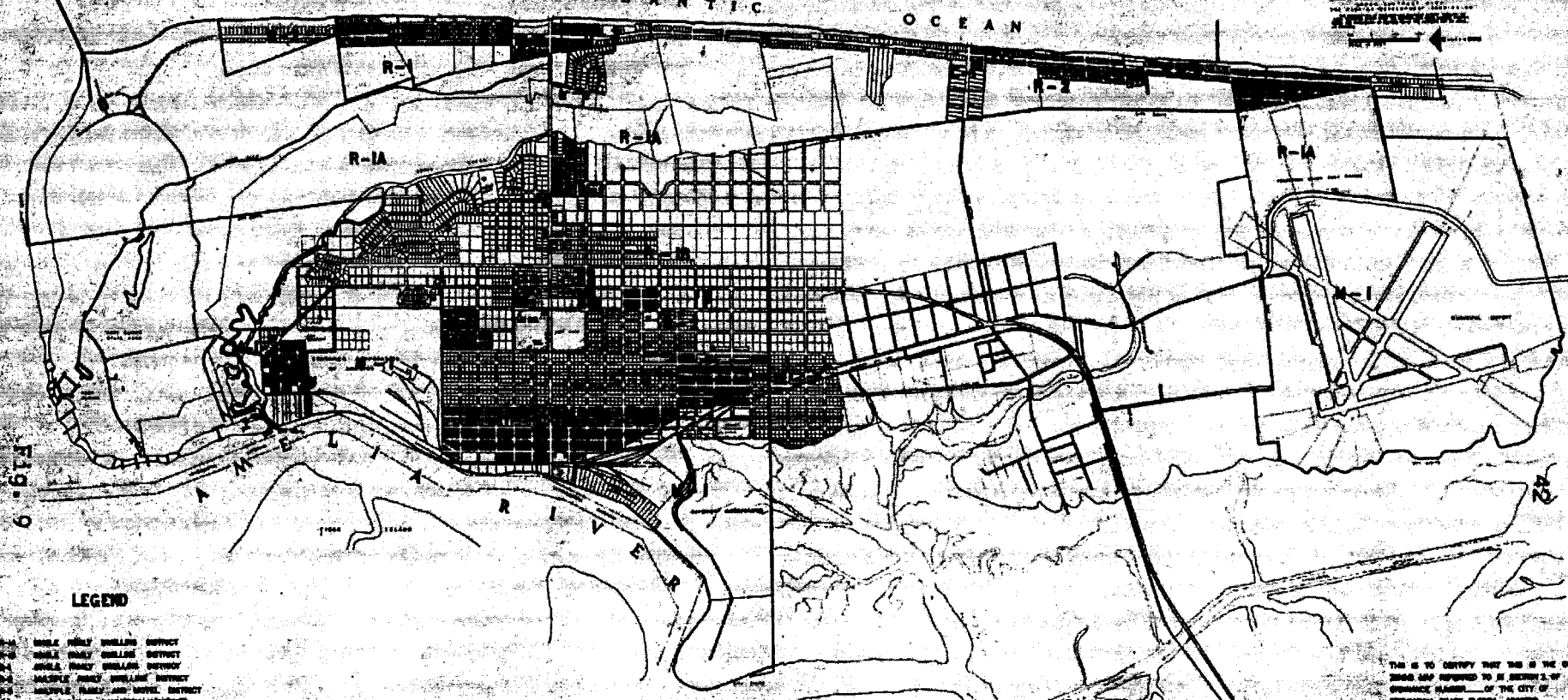
Future Land Use Map (FLUM) Tracking for Subject Property		
YEAR	SOURCE	SUBJECT AREA FLUM CATEGORY <i>(6.40 Acres of Land)</i>
1961	Comprehensive Plan “Zoning Map” <i>(no referenced FLUM contained in Plan)</i>	R1-A (Residential)
1990	EAR Report – Official FLUM as prepared by Prosser, Hallock & Kristoff, Inc	Residential
1993	Official Zoning Map as prepared by Northeast Florida Regional Planning Council from Poster Board	Wetlands Protection
1997	EAR Report – Official FLUM as prepared by Community Land Design, Inc.	Wetlands Protection
2004	Official FLUM as prepared by Northeast Florida Regional Planning Council	Wetlands Protection
2005	Official City GIS FLUM Map as submitted to State agencies for large- amendments transmittal	Low Density Residential
2005	Official City FLUM Map Poster Boards from Lobby	Low Density Residential
2006	City GIS FLUM (digital layer) with Reference to Ordinance 2004-36	Conservation
2009	City GIS FLUM (digital layer)	Conservation
2011	Official FLUM submitted to State agencies as part of EAR based Amendments	Conservation
2019	City GIS FLUM (digital layer)	Conservation

Source: Prepared for PAB Staff Report 2019-01

COMPREHENSIVE CITY PLAN FERNANDINA BEACH FLORIDA

ATLANTIC OCEAN

Scale 1" = 1/4 MILE
N



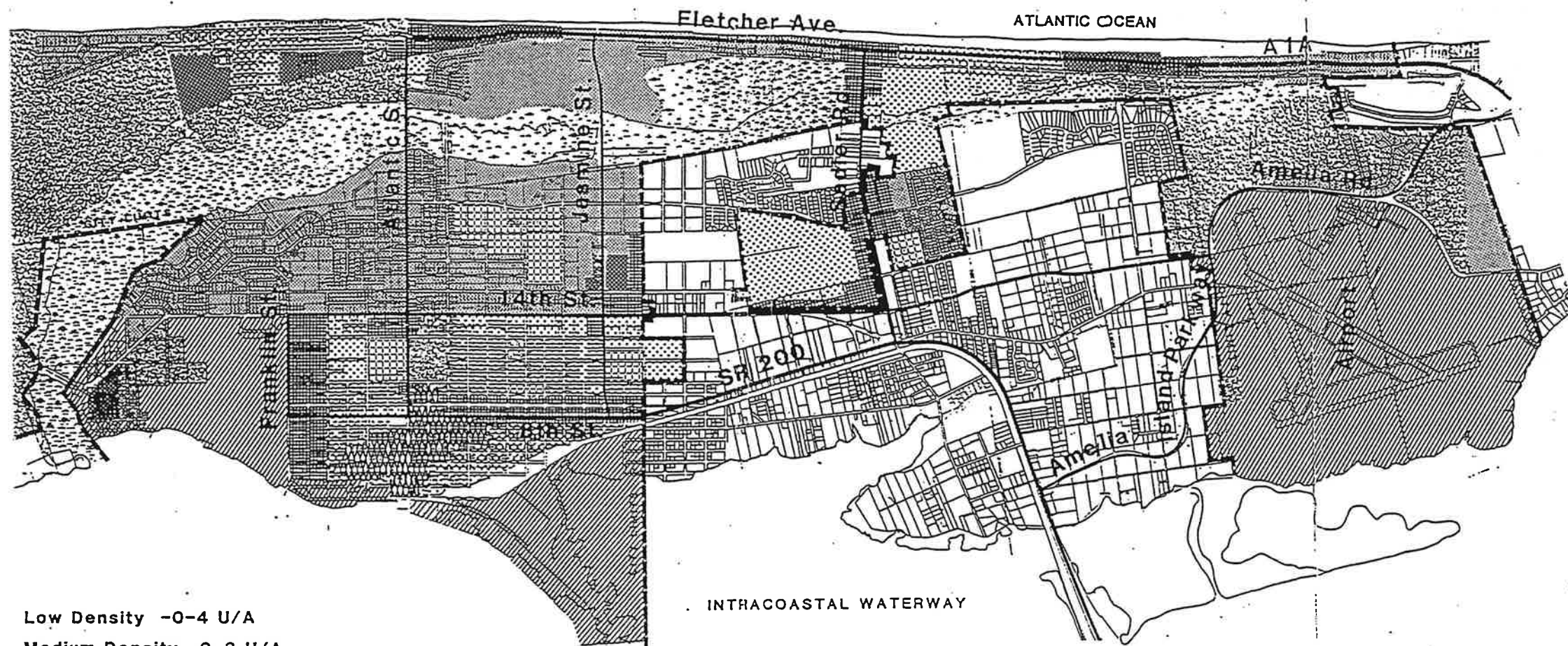
LEGEND

- R-1 SINGLE FAMILY DWELLING DISTRICT
- R-2 SINGLE FAMILY DWELLING DISTRICT
- R-3 SINGLE FAMILY DWELLING DISTRICT
- R-4 SINGLE FAMILY DWELLING DISTRICT
- R-5 SINGLE FAMILY DWELLING DISTRICT
- R-6 SINGLE FAMILY DWELLING DISTRICT
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- R-71 SINGLE FAMILY DWELLING DISTRICT
- R-72 SINGLE FAMILY DWELLING DISTRICT
- R-73 SINGLE FAMILY DWELLING DISTRICT
- R-74 SINGLE FAMILY DWELLING DISTRICT
- R-75 SINGLE FAMILY DWELLING DISTRICT
- R-76 SINGLE FAMILY DWELLING DISTRICT
- R-77 SINGLE FAMILY DWELLING DISTRICT
- R-78 SINGLE FAMILY DWELLING DISTRICT
- R-79 SINGLE FAMILY DWELLING DISTRICT
- R-80 SINGLE FAMILY DWELLING DISTRICT
- R-81 SINGLE FAMILY DWELLING DISTRICT
- R-82 SINGLE FAMILY DWELLING DISTRICT
- R-83 SINGLE FAMILY DWELLING DISTRICT
- R-84 SINGLE FAMILY DWELLING DISTRICT
- R-85 SINGLE FAMILY DWELLING DISTRICT
- R-86 SINGLE FAMILY DWELLING DISTRICT
- R-87 SINGLE FAMILY DWELLING DISTRICT
- R-88 SINGLE FAMILY DWELLING DISTRICT
- R-89 SINGLE FAMILY DWELLING DISTRICT
- R-90 SINGLE FAMILY DWELLING DISTRICT
- R-91 SINGLE FAMILY DWELLING DISTRICT
- R-92 SINGLE FAMILY DWELLING DISTRICT
- R-93 SINGLE FAMILY DWELLING DISTRICT
- R-94 SINGLE FAMILY DWELLING DISTRICT
- R-95 SINGLE FAMILY DWELLING DISTRICT
- R-96 SINGLE FAMILY DWELLING DISTRICT
- R-97 SINGLE FAMILY DWELLING DISTRICT
- R-98 SINGLE FAMILY DWELLING DISTRICT
- R-99 SINGLE FAMILY DWELLING DISTRICT
- R-100 SINGLE FAMILY DWELLING DISTRICT

ZONING MAP

THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL
ZONING MAP REFERRED TO IN SECTION 2 OF
ORDINANCE NUMBER _____ OF THE CITY OF
FERNANDINA BEACH, FLORIDA, ADOPTED _____ 19____

BY
CITY CLERK



Low Density -0-4 U/A
 Medium Density -0-8 U/A
 High Density -0-10 U/A

/Open Space
 on /Wetlands
 trict

CITY OF FERNANDINA BEACH, FLORIDA **FUTURE LAND USE** **1990 - 2005**

Prepared by
PHK
 PROSSER, HALLOCK & KRSTOFF, INC.
 Planners and Engineers

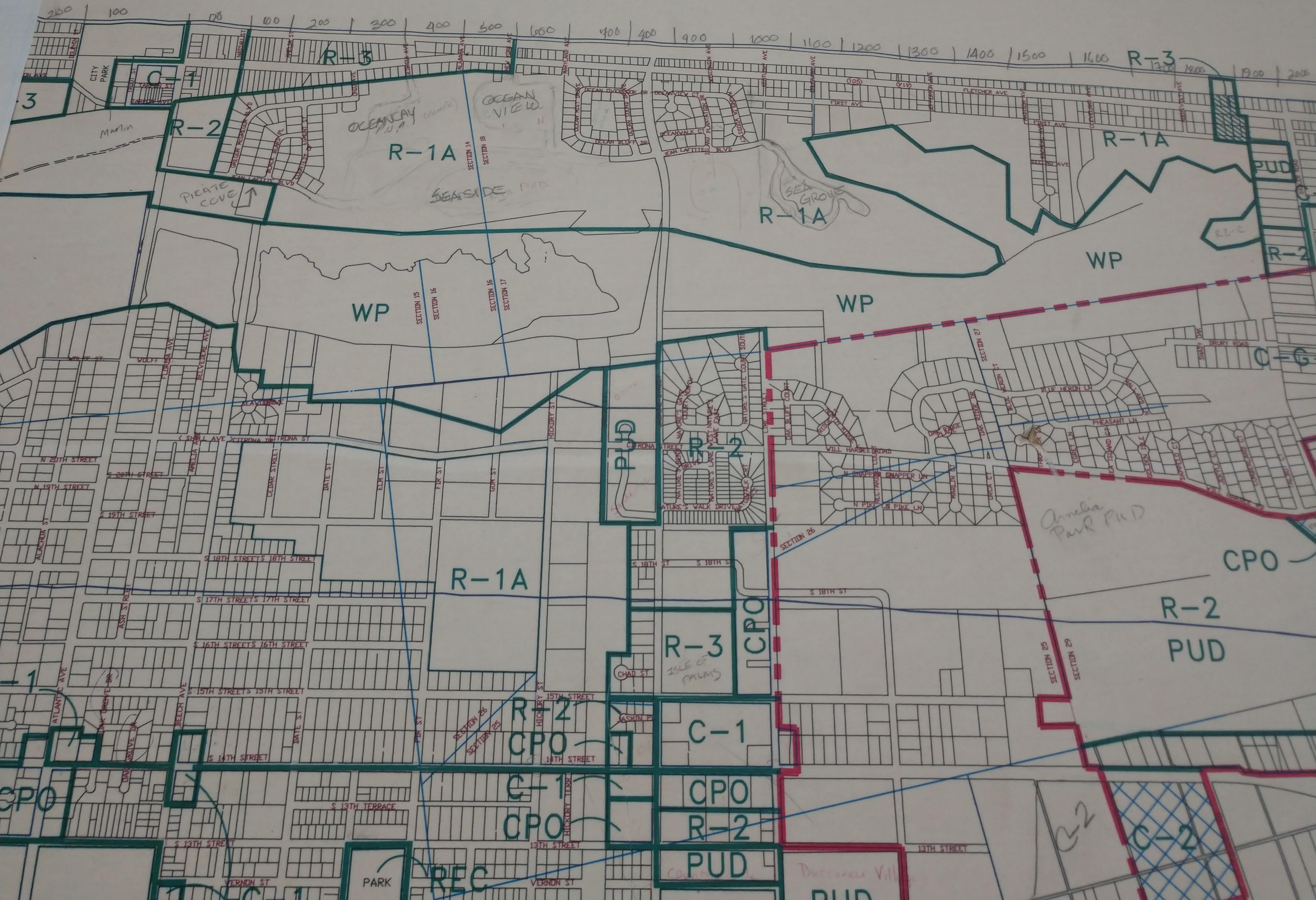


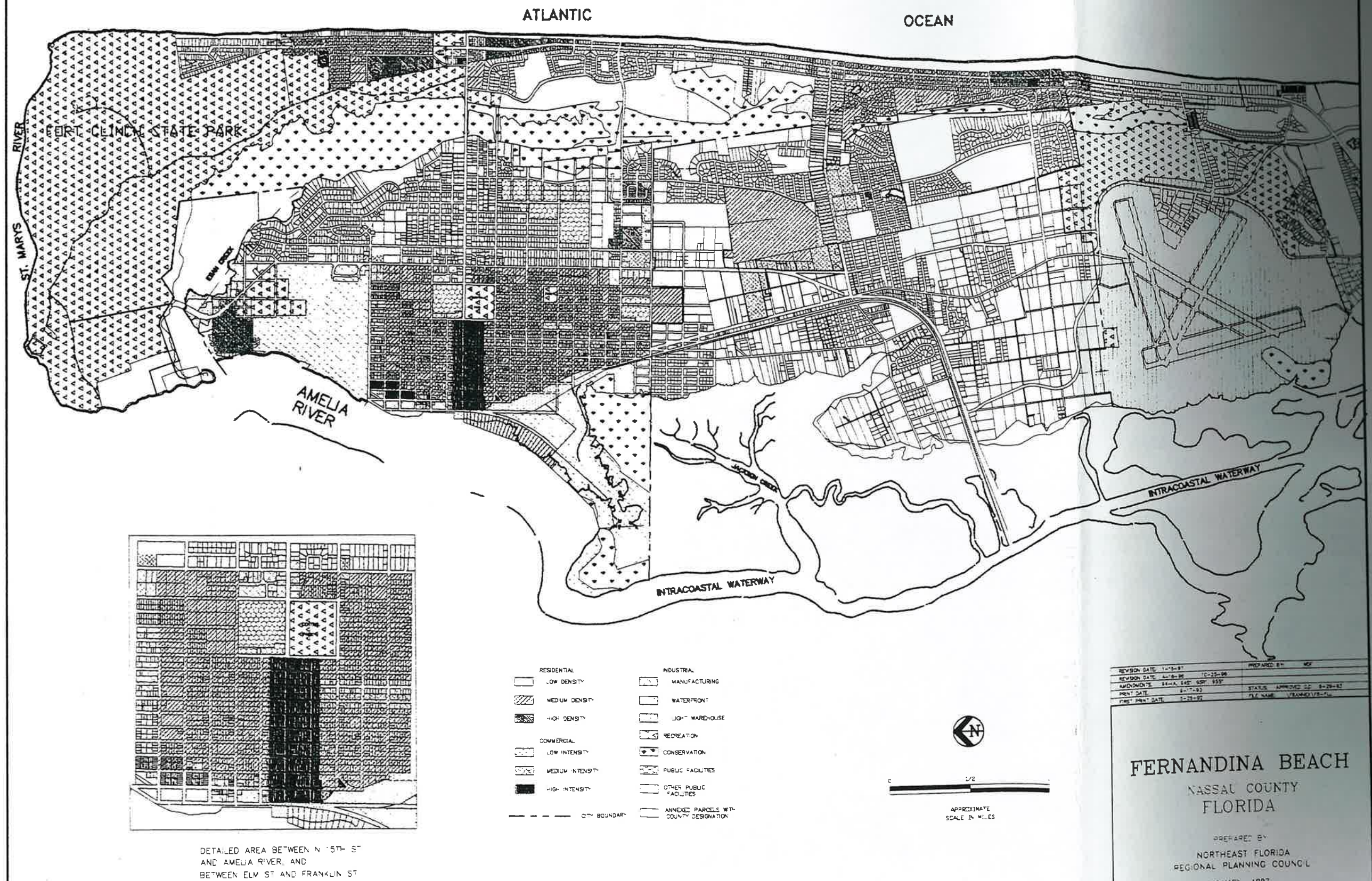
April 24, 1990

NOTES:
 There are no "agricultural" land uses in the City of Fernandina Beach.
 No "cones of influence" around the waterwells have yet been determined by the government agency (SJRWMD) having specific authority to make such a determination.
 The "Conservation areas" shown are not ground-truthed and accordingly are not intended to determine the site specific extent of wetland systems, which must be finally determined pursuant to applicable statutory regulatory guidelines.
 No future public buildings and facilities are planned for 1990-2005. See existing Land Use Map for Public Building and Facilities.
 There are no planned waterwells for the planning period.



ATLANTIC





DETAILED AREA BETWEEN N 15TH ST
 AND AMELIA RIVER, AND
 BETWEEN ELM ST AND FRANKLIN ST

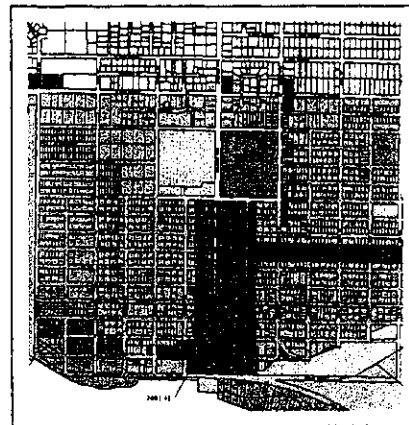
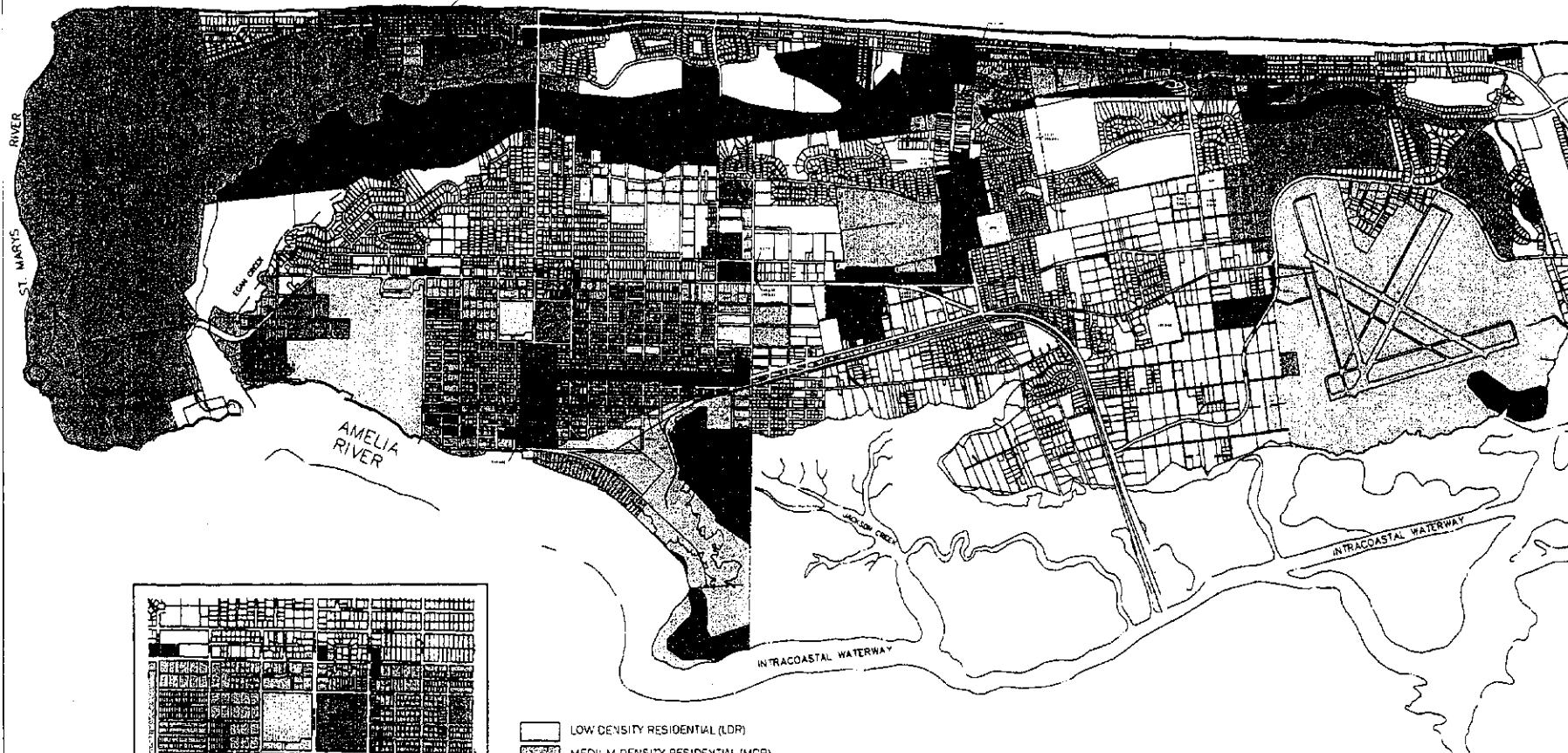
FERNANDINA BEACH NASSAU COUNTY FLORIDA

PREPARED BY
 NORTHEAST FLORIDA
 REGIONAL PLANNING COUNCIL
 JANUARY 1987

FUTURE LAND USE MAP

ATLANTIC

OCEAN



DETAILED AREA BETWEEN N 15TH ST
AND AMELIA RIVER, AND
BETWEEN ELM ST AND FRANKLIN ST

- LOW DENSITY RESIDENTIAL (LDR)
- MEDIUM DENSITY RESIDENTIAL (MDR)
- HIGH DENSITY RESIDENTIAL (HDR)
- OFFICE & RESIDENTIAL MIXED USE (ORMU)
- GENERAL COMMERCIAL (CG)
- CENTRAL BUSINESS DISTRICT (CBD)
- INDUSTRIAL (IN)
- INDUSTRIAL WATERFRONT (IW)
- RECREATION (REC)
- CONSERVATION (CON)
- PUBLIC & SEMI-PUBLIC (PSP)



APPROXIMATE
SCALE: 1/4 INCH = 1 MILE

FERNANDINA BEACH
NASSAU COUNTY
FLORIDA

ORDINANCE # _____

EFFECTIVE DATE _____

MAP PREPARED BY:
Community Land Design, Inc.



34 W. Grand Street, Crystal Beach, FL 32008 Phone: 386-653-2000

Official Zoning Map of the City of Fernandina Beach (2005)

Large Scale Amendments



1

Miles
1 inch equals 2,524.17 feet

3

INDUSTRIAL WATERFRONT
CENTRAL BUSINESS DISTRICT

RECREATION

CONSERVATION

HIGH DENSITY RESIDENTIAL

PUBLIC & SEMI PUBLIC

OFFICE & RESIDENTIAL MIXED

2004-39

2004-39

GENERAL COMMERCIAL

MEDIUM DENSITY RESIDENTIAL

LOW DENSITY RESIDENTIAL

INDUSTRIAL

Legend

City Limits

CITY_FLUM

LANDUSE

- CENTRAL BUSINESS DISTRICT
- CONSERVATION
- GENERAL COMMERCIAL
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- INDUSTRIAL WATERFRONT
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- OFFICE & RESIDENTIAL MIXED
- PUBLIC & SEMI PUBLIC
- RECREATION

The Fernandina Beach Planning and Zoning Department prepares and uses this data for its own purposes. This information may not be suitable for other purposes. This is not a survey and does not purport to be a survey. All measurements are based on assumed data. Further documentation of this data can be obtained by contacting: Fernandina Beach Planning and Zoning GIS Department, 204 Ash Street, Fernandina Beach, FL 32034-4230

Official Future Land Use Map of the City of Fernandina Beach (2005)

Legend

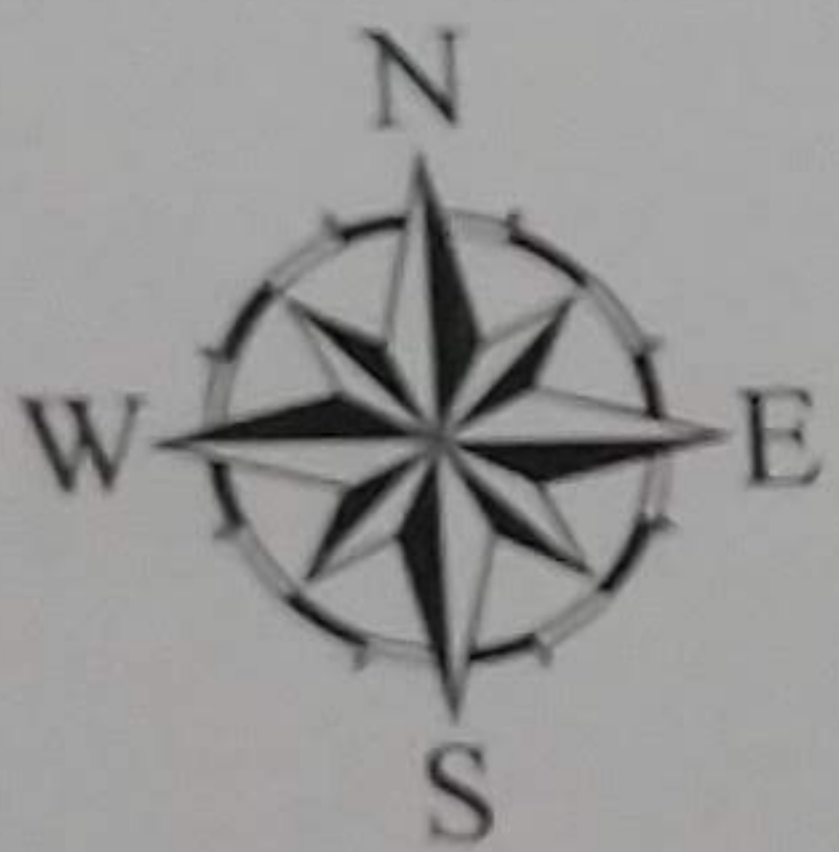
City Limits

Future Land Use

LANDUSE

- CENTRAL BUSINESS DISTRICT
- CONSERVATION
- GENERAL COMMERCIAL
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- INDUSTRIAL WATERFRONT
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- OFFICE & RESIDENTIAL MIXED
- PUBLIC & SEMI PUBLIC
- RECREATION

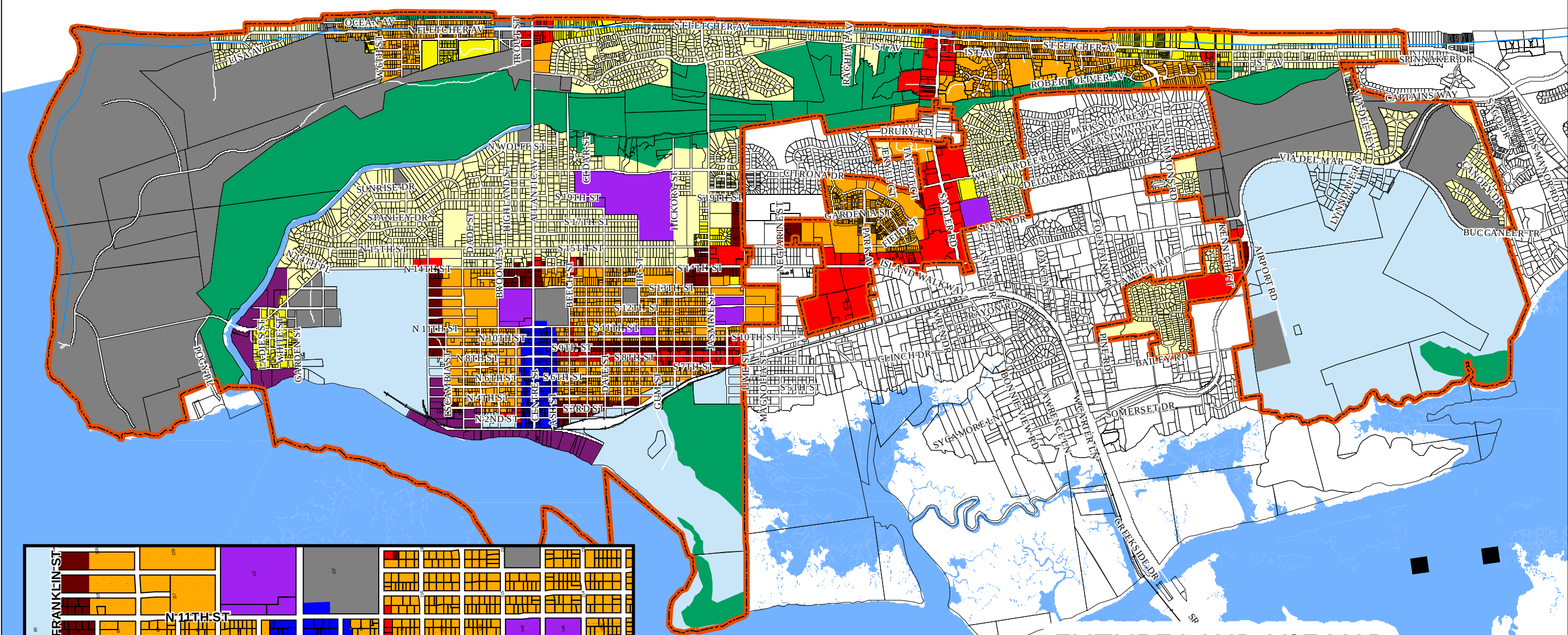
0 0.25 0.5 1 Miles





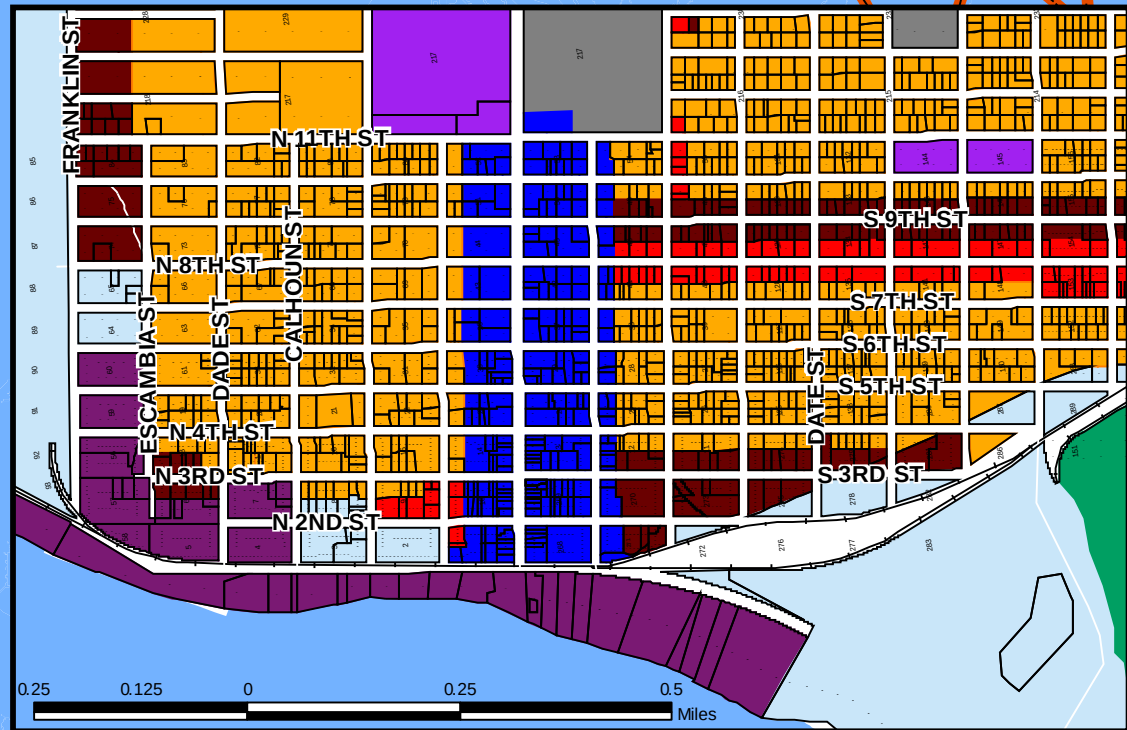
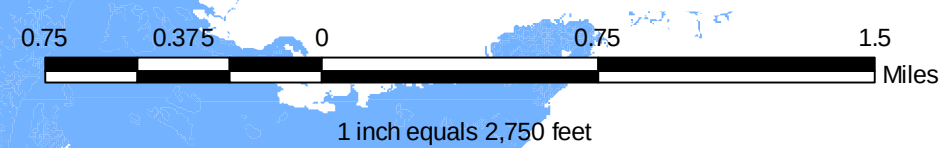
PUBLIC & SEMI PUBLIC

OFFICE & RESIDENTIAL MIXED



FUTURE LAND USE MAP, FERNANDINA BEACH, FLORIDA

Adopted by Ordinance 2004-36, Effective Date: May 4, 2004
Updated: October 1, 2006



Legend

Future Land Use Categories

- CENTRAL BUSINESS DISTRICT
- CONSERVATION
- GENERAL COMMERCIAL
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- INDUSTRIAL WATERFRONT
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- OFFICE & RESIDENTIAL MIXED
- PUBLIC & SEMI PUBLIC
- RECREATION

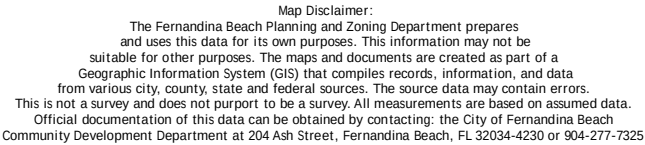
City Limits

Railroads

CCCL



Map Disclaimer:
The Fernandina Beach Planning and Zoning Department prepares and uses this map for its own purposes. This information may not be suitable for other purposes. If the map and document are used for a purpose other than that intended, the user assumes all liability for any errors, omissions, and data from various sources, as well as any other consequences. The user and data may contain errors. It is not a survey and does not purport to be a survey. All measurements are based on assumed data. City of Fernandina Beach, Florida. Department, 204 N. 5th Street, Fernandina Beach, FL 32034-4200





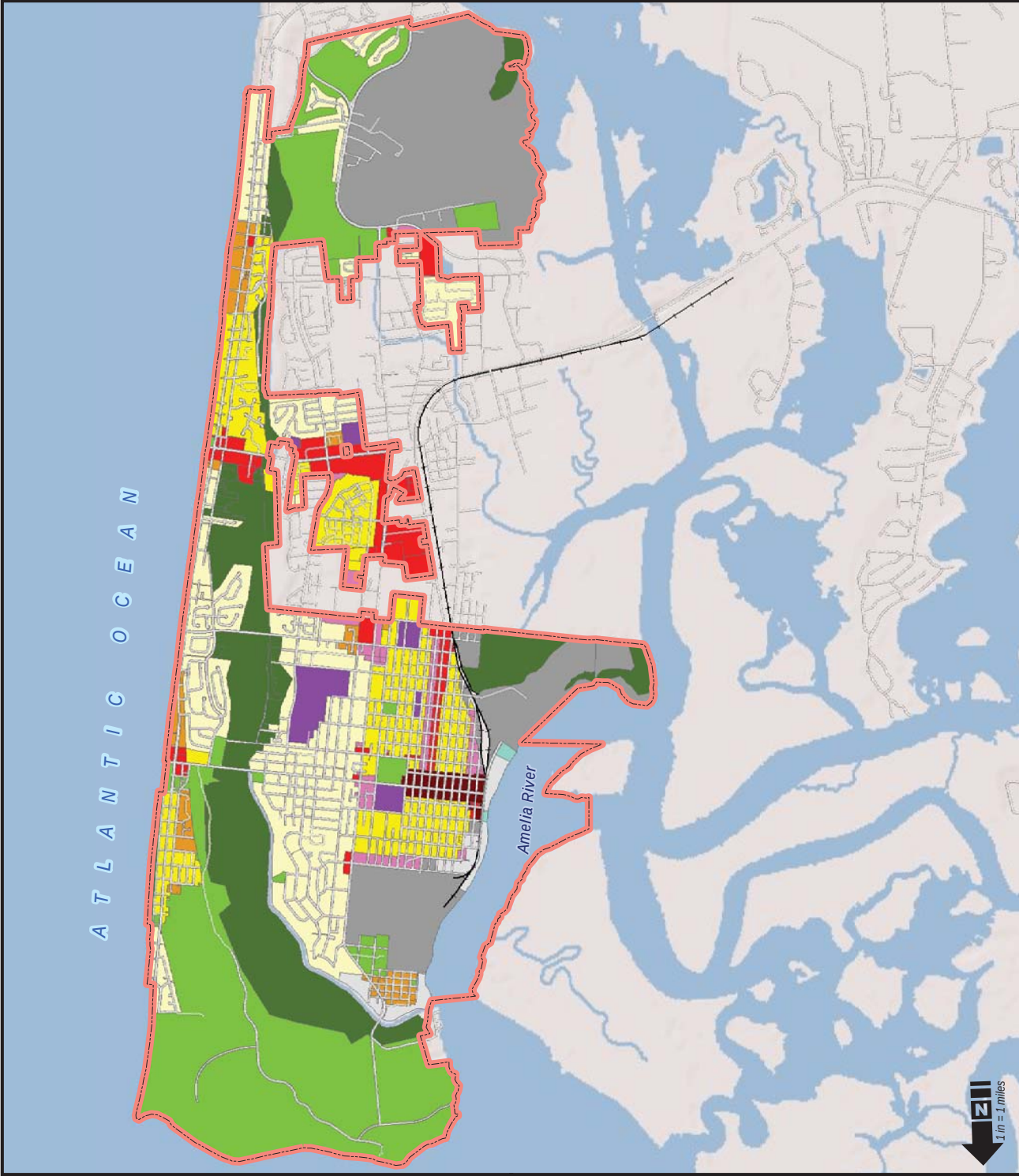
2030 Future Land Use Map

LEGEND

City Limits Future Land Use Categories

- City Limits (Red outline)
- Roads (Grey line)
- Railroad (Black line with cross-ticks)
- CONSERVATION (Dark Green)
- RECREATION (Light Green)
- PUBLIC & INSTITUTIONAL (Purple)
- LOW DENSITY RESIDENTIAL (Yellow)
- MEDIUM DENSITY RESIDENTIAL (Orange)
- HIGH DENSITY RESIDENTIAL (Pink)
- MIXED USE (Teal)
- WATERFRONT MIXED USE (Light Blue)
- GENERAL COMMERCIAL (Red)
- CENTRAL BUSINESS DISTRICT (Dark Red)
- INDUSTRIAL (Grey)
- INDUSTRIAL WATERFRONT (Light Grey)

Map Reference #: FLUM-1
Created: December 2011
Data Source: Planning Department GIS



OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ _____ TYPE: _____

APPLICATION #: _____

CASE #: _____

BOARD MEETING DATE: _____

**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

Owner Name: Amelia Bluff LLC

Mailing Address: 4339 Roosevelt Blvd - Suite 400 Jacksonville, FL 32210

Telephone: 904.545.6590 Fax: —

Email: wbeardjr@comcast.net

Agent Name: Wint A. Beard, Jr.

Mailing Address: 80 Players Club Villas Rd., Ponte Vedra Beach, FL 32082

Telephone: same as above Fax: —

Email: same as above

PROPERTY INFORMATION

Street Address: East side of Citrona Ave / Hickory St R/W - Unimproved

Parcel Identification Number(s): 00-00-31-1180-0017-0040

Lot Number: N/A Block Number: N/A Subdivision: Amelia Bluff (proposed plat)

Portion of Section: 15, 19, 26, 27 & 28 Township: 3 North Range: 28 East

PROJECT INFORMATION

Total Number of Lots/Parcels: 30 (thirty)

Less than One (1) acre Sq. Footage: 75' x 110' One (1) Acre or Greater: —

Existing Zoning Classification: R-1

Existing Future Land Use Classification: Low Density Residential (LDR)

Previous Planning/Zoning Approvals: Preliminary plat approved

Description of Request:

Correct mapping error.

SIGNATURE/NOTARY

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

Nov 15, 2018
Date

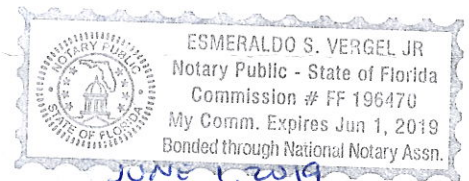
William R. Howell, II
Signature of Applicant William R. Howell, II
Manager

STATE OF FLORIDA }
DUVAL ss }
COUNTY OF NASSAU

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

[Signature]
Notary Public: Signature

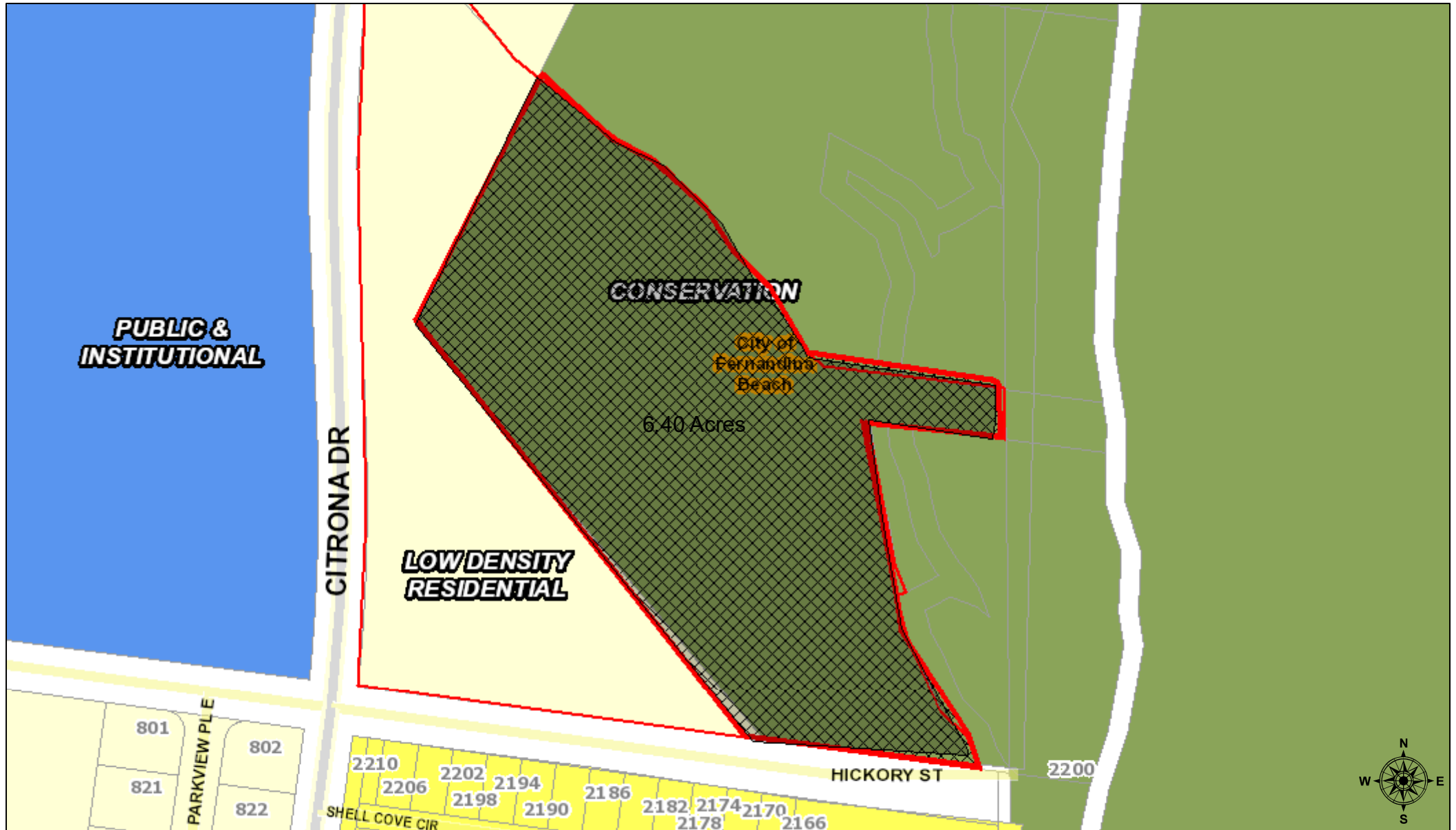
ESMERALDO S. VERGEL JR
Printed Name



My Commission Expires

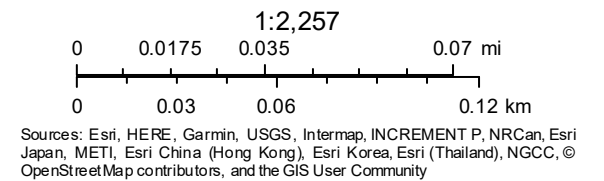
Personally Known OR Produced Identification ✓ ID Produced: FLORIDA D.C.

PAB 2019-01 FLUM Map with Approx. Acreage of Correction

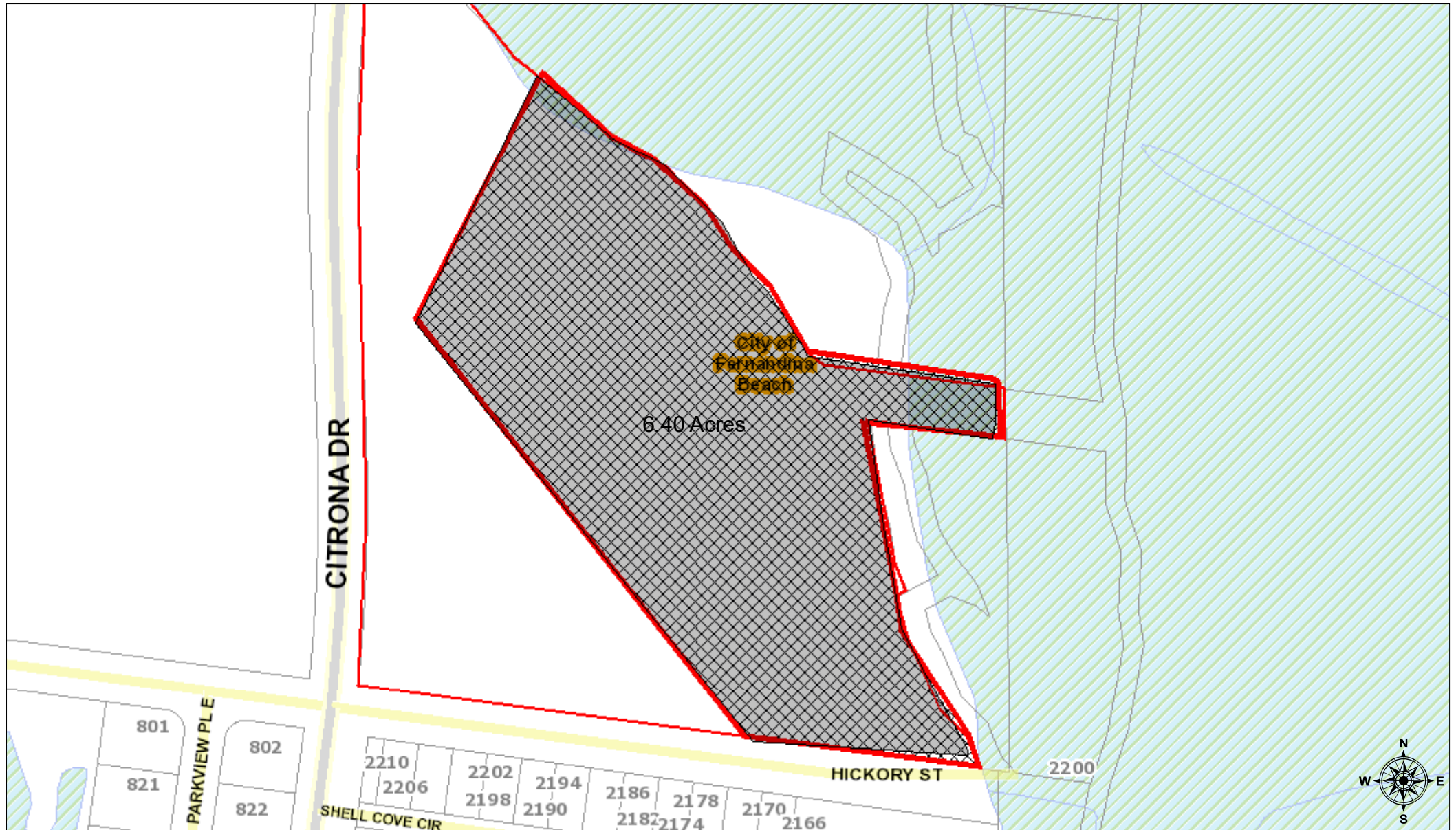


December 5, 2018

□ Land Parcels

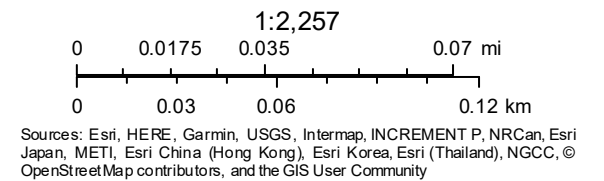


PAB 2019-01 - Wetlands

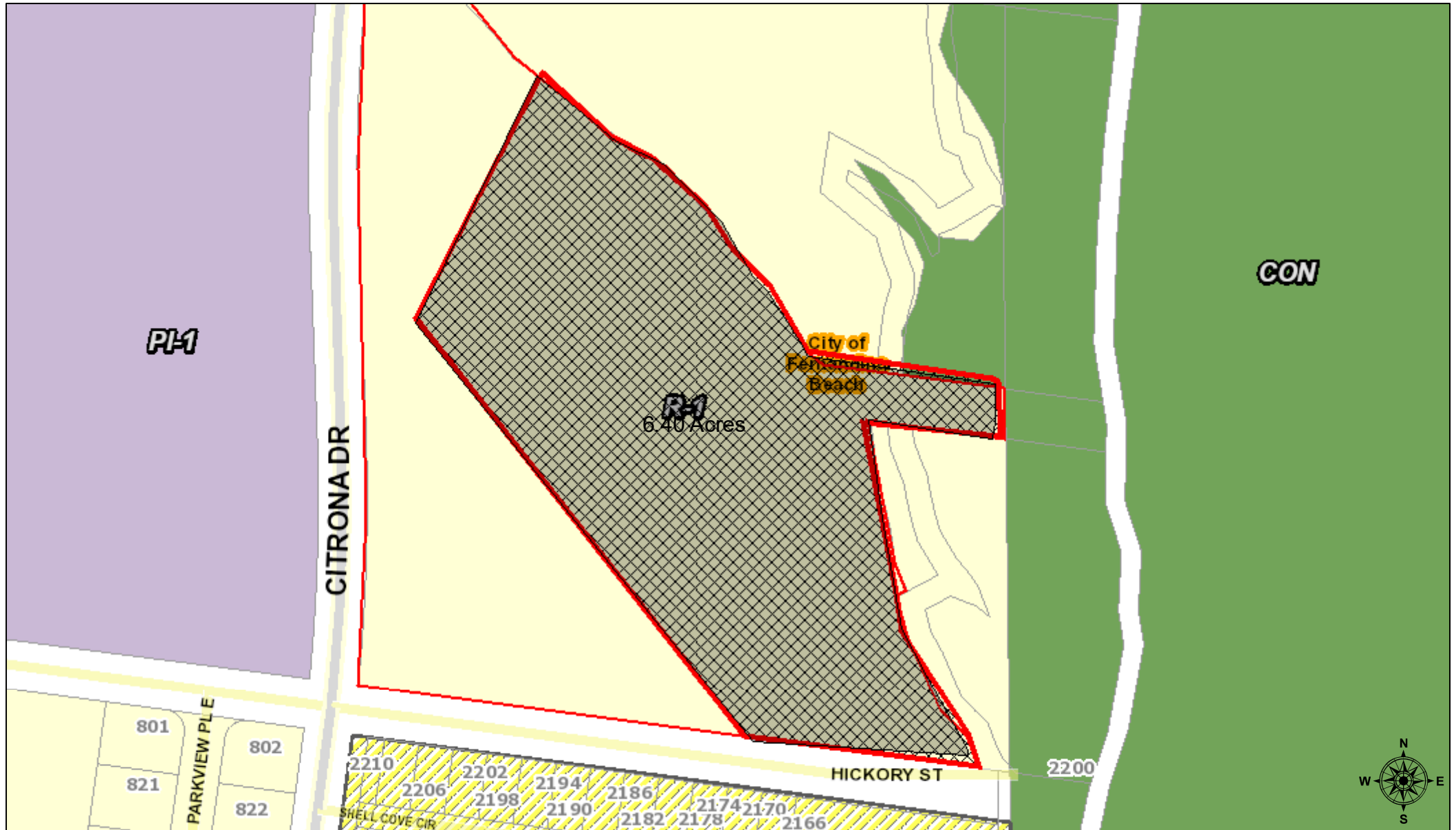


December 5, 2018

 Potential Wetlands



PAB 2019-01- Zoning Map



December 5, 2018

□ Land Parcels

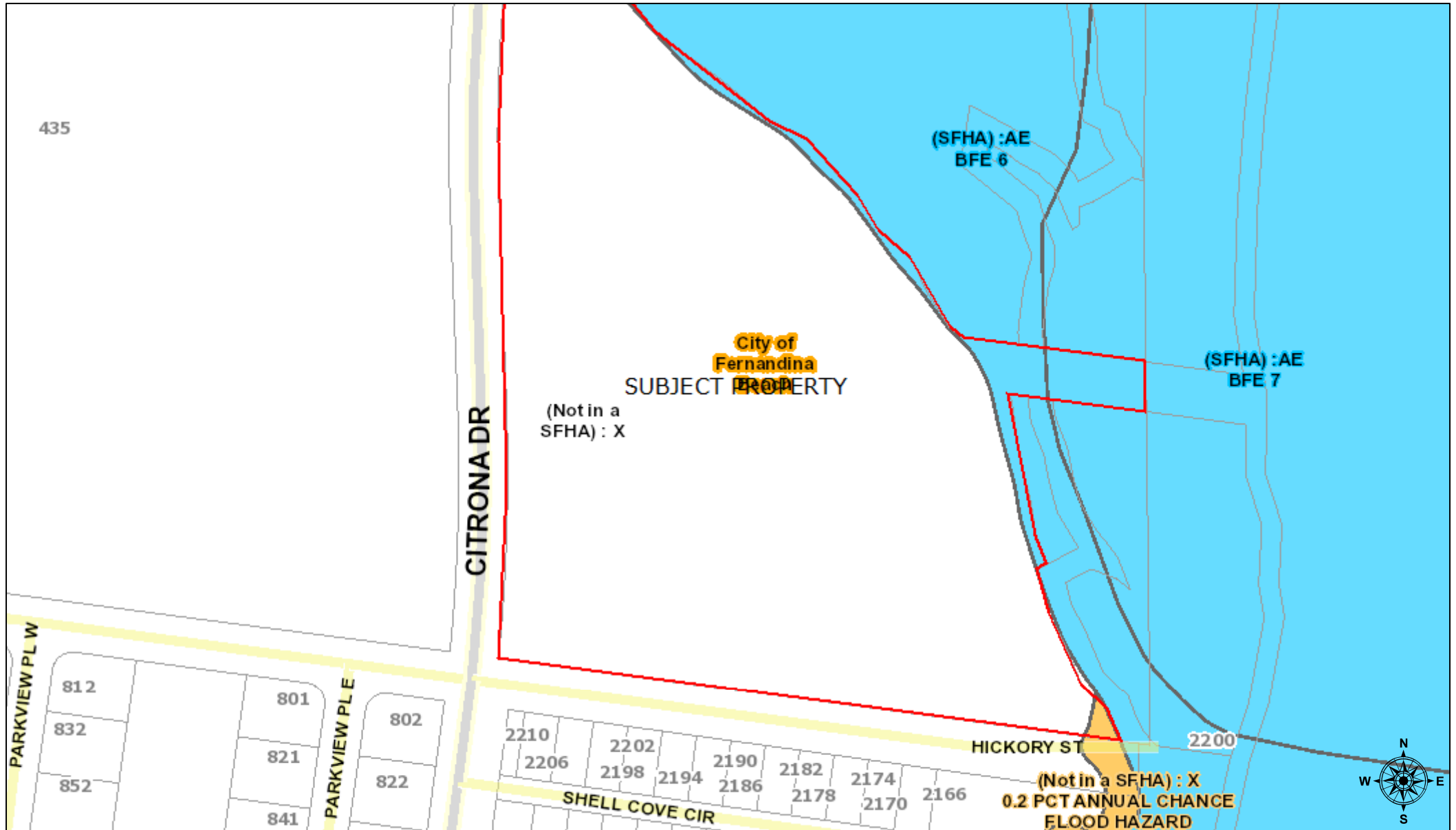
1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

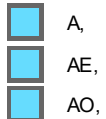
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

PAB 2019-01- Floodplain



December 20, 2018

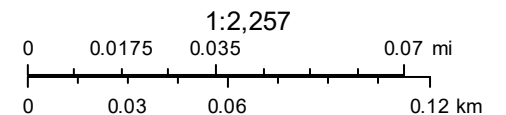
Flood Zones - Effective Date August 2, 2017



VE,

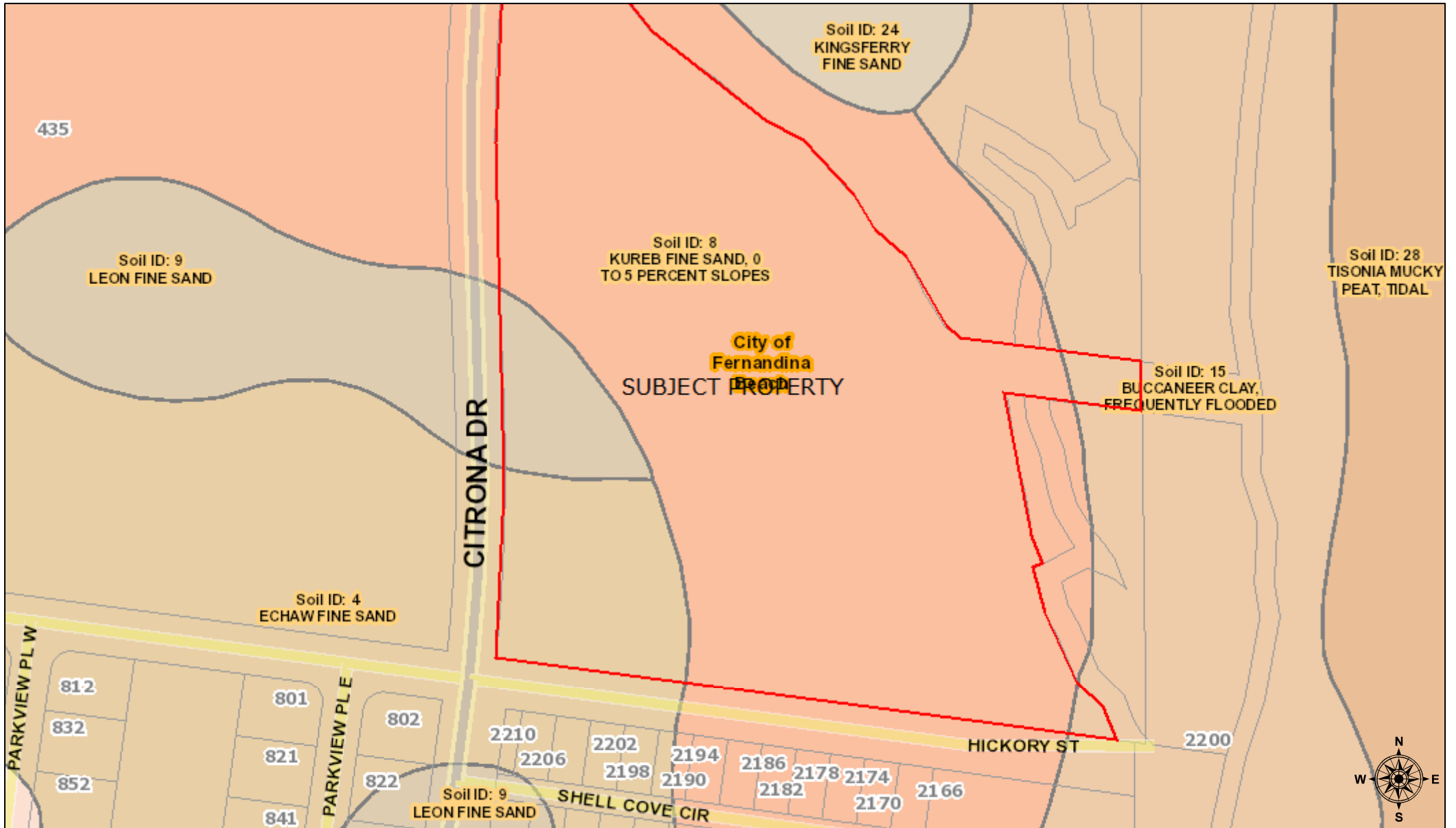
X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

X, AREA OF MINIMAL FLOOD HAZARD



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

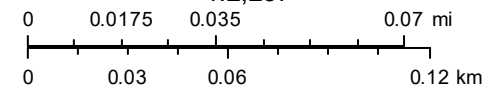
PAB 2019-01- SOILS MAP



December 20, 2018

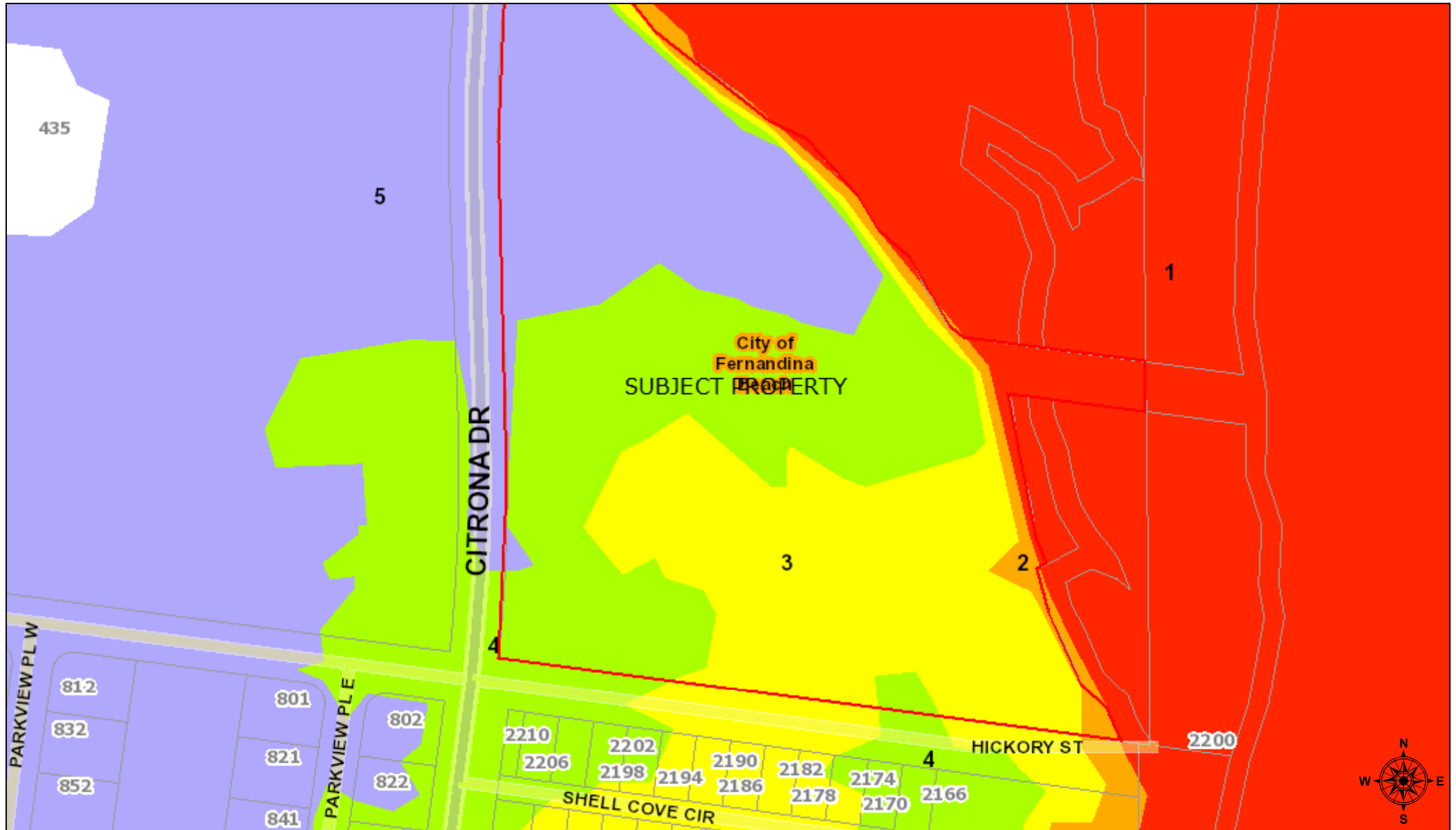
 Land Parcels

1:2,257



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

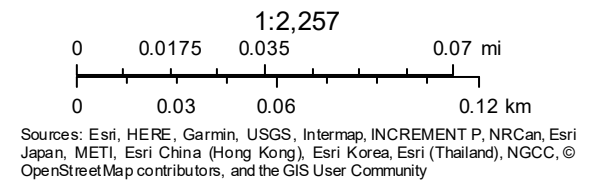
PAB 2019-01- Storm Surge



December 20, 2018

Storm Surge

- Category 1 Storm - up to 7.1'
- Category 2 Storm - up to 11.2'
- Category 3 Storm - up to 14.9'
- Category 4 Storm - up to 19.0'
- Category 5 Storm - up to 23.5'

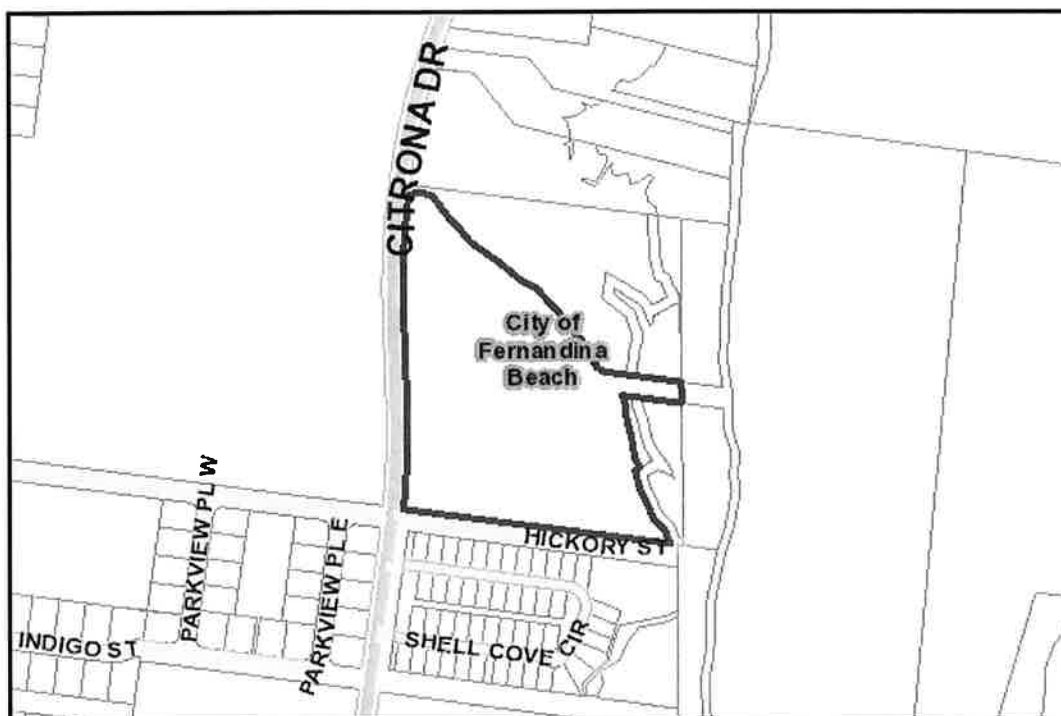


904-491-7300



www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

**Parcel Report****Parcel ID****Owner Information****Mailing Address****Site Address****Previous Site Address (If
Changed by 911)****Deed Acre****Approximate Acres (GIS
Calculated)****Property Use Code****Municipality****Census Tract****MLS Zone****Results**

00-00-31-1180-0017-0040

AMELIA BLUFF LLC

4339 ROOSEVELT BLVD

JACKSONVILLE, FL 32210

10.76

10.69

000000

City of Fernandina Beach

2 - Island

Subdivision CITRONA SUB

Value & Sales Report

Results

Land Value \$1,076,000.00
Building Value \$0.00
Misc. Value \$0.00
Just Value (Market Value) \$1,076,000.00
Assessed Value \$1,076,000.00
Taxable Value

Value of land
 Value of all improvement on the land
 Any extra features to the land and/or building(s)
 The Just, or Market Value, for tax purposes
 Market Value minus assessment limits
 Assessed Value minus any Exemptions

Sales Information

Date
20171129

Price
\$1,625,000.00

Vacant?
Y

Qual
U

Land Use Report

Results

Zoning R-1
Future Land Use CONSERVATION
Community Development District No
Community Redevelopment Area No
Historic District No
Municipal Service Benefit Unit (MSBU) No
Mobility Fee Zone Zone 1

Note: (Must be verified with Municipality)
 Note: (Must be verified with Municipality)

Note: (Must be verified with City of Fernandina Beach)
 Note: (Must be verified with City of Fernandina Beach)

Topographical Report

Results

Soil Map Unit Name

LEON FINE SAND,KUREB FINE SAND, 0 TO 5 PERCENT SLOPES,BUCCANEER CLAY, FREQUENTLY FLOODED,ECHAW FINE SAND

Drainage Basin St. Marys River
Drainage Basin Number Coming Soon
Vegetation
Approximate Elevation Coming Soon

Not a jurisdictional survey

Utility Report

Results

Water Source City of Fernandina Beach
Waste Water City of Fernandina Beach
Electric Provider Florida Public Utility

Emergency Management Report

Results

Fire District 100
USNG 17R MP 56 90
Storm Surge Zone Coming Soon

Note: (Must be verified with Nassau County Fire & Rescue)
 Note: (Must be verified with Nassau County Emergency Management)
 Note: (Must be verified with Nassau County Emergency Management)

Hurricane Evacuation Zone	Coming Soon	Note: (Must be verified with Nassau County Emergency Management)
Special Flood Hazard Area	AE,X	Note: (Must be verified with Nassau County Building Dept.)
DFIRM Panel	12089C	Note: (Must be verified with Nassau County Building Dept.)
Building Wind Zone	Coming Soon	
School Board Report	Results	
Elementary School Zone	Emma Love Hardee Elementary	Note: (Must be verified with NCSB)
Middle School Zone	Fernandina Beach Middle School	Note: (Must be verified with NCSB)
High School Zone	Fernandina Beach High School	Note: (Must be verified with NCSB)
Elections Report	Results	
Municipality	City of Fernandina Beach	
Voting Precinct	102	Note: (Must be verified with SOE)
Polling Location	Coming Soon	Note: (Must be verified with SOE)
Congressional	4	Note: (Must be verified with SOE)
State Senate	4	Note: (Must be verified with SOE)
State House	11	Note: (Must be verified with SOE)
County Commissioner	1 - Daniel B. Leeper	Note: (Must be verified with SOE)
School Board	1 - Donna Martin	Note: (Must be verified with SOE)
Ocean, Highway & Port Authority	1 - Richard S. Bruce	Note: (Must be verified with SOE)
City of Fernandina Beach Commission	Johnny Miller, Tim Poytner, Robin C. Lentz, Roy G. Smith and Len Kreger	Note: (Must be verified with City of Fernandina Beach)
Hilliard Town Council	Does Not Apply	Note: (Must be verified with Town of Hilliard)
Callahan Town Council	Does Not Apply	Note: (Must be verified with Town of Callahan)
Mosquito Control	Amelia Island Mosquito Control District	Note: (Must be verified with SOE)

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

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[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

AMELIA BLUFF LLC

Filing Information

Document Number	L16000122168
FEI/EIN Number	81-3048236
Date Filed	06/24/2016
Effective Date	06/24/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/12/2018
Event Effective Date	NONE

Principal Address

4339 ROOSEVELT BLVD.
400
JACKSONVILLE, FL 32210

Mailing Address

4339 ROOSEVELT BLVD.
400
JACKSONVILLE, FL 32210

Registered Agent Name & Address

WH Morris, Inc.
4339 ROOSEVELT BLVD.
400
JACKSONVILLE, FL 32210

Name Changed: 03/01/2017

Authorized Person(s) Detail

Name & Address

Title MGR

HOWELL, WILLIAM R, II
2955 HARTLEY RD
STE 108
JACKSONVILLE, FL 32257

Annual Reports

Report Year	Filed Date
2017	03/01/2017
2018	02/12/2018

Document Images

06/12/2018 -- LC Amendment	View image in PDF format
02/12/2018 -- ANNUAL REPORT	View image in PDF format
11/27/2017 -- LC Amendment	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
06/24/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

THIS INSTRUMENT PREPARED BY:
Michelle L Glass
7545 Centurion Parkway, Suite 103
Jacksonville, FL 32256
Consideration: \$1,625,000.00
Rec.: \$18.50
Tax ID No: 00-00-31-1180-0017-0000
Our File: 2016-17

For official use by Clerk's office only

State of Florida)
County of Nassau)
)

CORPORATE WARRANTY DEED
(Corporate Seller)

This Indenture, made, 29th day of November, 2017 A.D., Between School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida whose post office address is: 1201 Atlantic Avenue, Fernandina Beach, FL 32034, Grantor and Amella Bluff, LLC whose post office address is: 4339 Roosevelt Blvd., Jacksonville, FL 32210, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Nassau, Florida, to wit:

SEE ATTACHED EXHIBIT A

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-00-31-1180-0017-0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

Robin Jones
Witness Print Name: Robin Jones
Michelle L. Glass
Witness Print Name: Michelle L. Glass

School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida

By: Kathy K. Burns
Kathy K. Burns, Superintendent of School Board of Nassau County
By: Donna M. Martin
Donna M. Martin, Chairperson of School Board of Nassau County

(Corporate Seal)

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Kathy K. Burns, Superintendent of School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida and Donna M. Martin, Chairperson of School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida. They are personally known to me or has produced FLDL as identification.



Michelle L. Glass
Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 7.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES; (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'52" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST; A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'06" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST, A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°30'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 06°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°17'13" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 50.04 FEET, MORE OR LESS, TO THE BASE OF A SAND BLUFF; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 38°41'59" WEST, ALONG SAID BASE OF SAND BLUFF, A DISTANCE OF 87.02 FEET, MORE OR

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LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE SOUTH $82^{\circ}17'13''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 94.43 FEET, MORE OR LESS, TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH $03^{\circ}29'28''$ WEST A DISTANCE OF 19.58 FEET; (2) NORTH $07^{\circ}00'33''$ EAST A DISTANCE OF 36.21 FEET; (3) NORTH $08^{\circ}58'10''$ EAST A DISTANCE OF 21.34 FEET; (4) NORTH $16^{\circ}34'43''$ EAST A DISTANCE OF 27.18 FEET; (5) NORTH $01^{\circ}19'30''$ EAST, A DISTANCE OF 20.13 FEET; (6) NORTH $21^{\circ}05'17''$ WEST A DISTANCE OF 30.49 FEET; (7) NORTH $16^{\circ}05'50''$ WEST A DISTANCE OF 36.06 FEET; (8) NORTH $50^{\circ}52'57''$ WEST A DISTANCE OF 31.17 FEET; (9) NORTH $50^{\circ}51'35''$ WEST A DISTANCE OF 49.25 FEET; (10) NORTH $09^{\circ}09'39''$ EAST A DISTANCE OF 14.02 FEET; (11) SOUTH $61^{\circ}17'22''$ EAST A DISTANCE OF 24.86 FEET; (12) SOUTH $51^{\circ}51'35''$ EAST A DISTANCE OF 19.13 FEET; (13) SOUTH $60^{\circ}55'19''$ EAST A DISTANCE OF 28.29 FEET; (14) SOUTH $45^{\circ}21'52''$ EAST A DISTANCE OF 27.37 FEET; (15) SOUTH $23^{\circ}07'52''$ EAST A DISTANCE OF 29.63 FEET; (16) SOUTH $23^{\circ}27'38''$ EAST A DISTANCE OF 23.60 FEET; (17) NORTH $54^{\circ}47'07''$ EAST A DISTANCE OF 11.40 FEET; (18) NORTH $02^{\circ}02'34''$ WEST A DISTANCE OF 21.04 FEET; (19) NORTH $70^{\circ}00'14''$ EAST A DISTANCE OF 18.60 FEET; (20) NORTH $59^{\circ}43'18''$ EAST A DISTANCE OF 26.78 FEET; (21) NORTH $57^{\circ}42'29''$ EAST A DISTANCE OF 28.89 FEET; (22) SOUTH $74^{\circ}40'51''$ EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH $00^{\circ}22'45''$ WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) NORTH $09^{\circ}28'15''$ WEST, A DISTANCE OF 30.17 FEET; (2) NORTH $35^{\circ}20'45''$ WEST A DISTANCE OF 31.42 FEET; (3) NORTH $20^{\circ}16'27''$ WEST A DISTANCE OF 30.31 FEET; (4) NORTH $65^{\circ}32'41''$ WEST A DISTANCE OF 20.95 FEET; (5) NORTH $14^{\circ}54'27''$ WEST A DISTANCE OF 39.02 FEET; (6) NORTH $03^{\circ}19'30''$ WEST A DISTANCE OF 41.10 FEET; (7) NORTH $11^{\circ}57'47''$ WEST A DISTANCE OF 45.15 FEET; (8) NORTH $01^{\circ}17'05''$ EAST A DISTANCE OF 28.48 FEET; (9) NORTH $13^{\circ}17'42''$ WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH $82^{\circ}19'02''$ WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $11^{\circ}28'44''$, AN ARC DISTANCE OF 376.62 FEET AND BEING

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SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.07 ACRES, MORE OR LESS.

11/29/17
B
Dm
11/29/17

"AMELIA BLUFF"

PLAT BOOK PAGE
SHEET 1 OF 3 SHEETS

LEGAL DESCRIPTION (CAPTIONED LAND):

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°16'43" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 36.08 FEET TO INTERSECT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WETLAND LINE AS DELINEATED BY ENVIRONMENTALIST BRIAN L. SPAHR AND THE POINT OF BEGINNING; THENCE ALONG SAID WETLAND LINE THE FOLLOWING THIRTY-ONE (31) COURSES: (1) NORTH 27°59'12" WEST A DISTANCE OF 17.24 FEET; (2) NORTH 20°27'26" WEST A DISTANCE OF 24.81 FEET; (3) NORTH 45°57'20" WEST A DISTANCE OF 15.19 FEET; (4) NORTH 44°53'52" WEST A DISTANCE OF 28.16 FEET; (5) NORTH 23°01'54" WEST A DISTANCE OF 34.46 FEET; (6) NORTH 23°08'33" WEST A DISTANCE OF 29.42 FEET; (7) NORTH 29°02'32" WEST A DISTANCE OF 31.72 FEET; (8) NORTH 14°26'03" WEST A DISTANCE OF 56.32 FEET; (9) NORTH 62°19'29" WEST A DISTANCE OF 14.79 FEET; (10) NORTH 23°32'21" WEST A DISTANCE OF 36.64 FEET; (11) NORTH 08°03'30" WEST A DISTANCE OF 41.34 FEET; (12) NORTH 13°18'43" WEST A DISTANCE OF 67.78 FEET; (13) NORTH 07°23'24" WEST A DISTANCE OF 60.05 FEET; (14) NORTH 33°20'39" WEST A DISTANCE OF 41.08 FEET; (15) NORTH 36°44'18" WEST A DISTANCE OF 39.55 FEET; (16) NORTH 55°09'32" WEST A DISTANCE OF 35.28 FEET; (17) NORTH 32°00'36" WEST A DISTANCE OF 50.08 FEET; (18) NORTH 25°22'15" WEST A DISTANCE OF 45.56 FEET; (19) NORTH 49°10'18" WEST A DISTANCE OF 52.31 FEET; (20) NORTH 31°13'40" WEST A DISTANCE OF 51.55 FEET; (21) NORTH 44°39'30" WEST A DISTANCE OF 32.34 FEET; (22) NORTH 41°03'50" WEST A DISTANCE OF 57.18 FEET; (23) NORTH 62°21'11" WEST A DISTANCE OF 52.19 FEET; (24) NORTH 49°54'25" WEST A DISTANCE OF 76.56 FEET; (25) NORTH 54°23'32" WEST A DISTANCE OF 102.89 FEET; (26) NORTH 38°20'27" WEST A DISTANCE OF 39.63 FEET; (27) NORTH 43°55'01" WEST A DISTANCE OF 42.49 FEET; (28) NORTH 38°37'53" WEST A DISTANCE OF 40.36 FEET; (29) NORTH 34°56'00" WEST A DISTANCE OF 43.86 FEET; (30) NORTH 70°37'36" WEST A DISTANCE OF 40.23 FEET; (31) SOUTH 76°43'41" WEST A DISTANCE OF 43.73 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°25'59"; AN ARC DISTANCE OF 342.31 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°23'05" WEST A DISTANCE OF 341.84 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51"; AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 763.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.29 ACRES, MORE OR LESS.

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS _____ DAY OF _____, 2018.

DIRECTOR OF PLANNING

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH FLORIDA STATUTE 177.061 AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK PAGE(S) _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, 2018, A.D.

CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2018.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

TAX COLLECTOR

TAX IDENTIFICATION NUMBER -- 00-00-31-1180-0017-0040

I, THE UNDERSIGNED DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT

SIGNED THIS _____ DAY OF _____, A.D. 2018
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

DIRECTOR OF EMERGENCY SERVICES

CERTIFICATE OF REVIEW BY CITY EMPLOYED/ CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177 IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/MAPPING REFLECTED ON THIS PLAT.

CHARLES ROBERT LEE DATE
FLORIDA CERTIFICATE NO. 5618

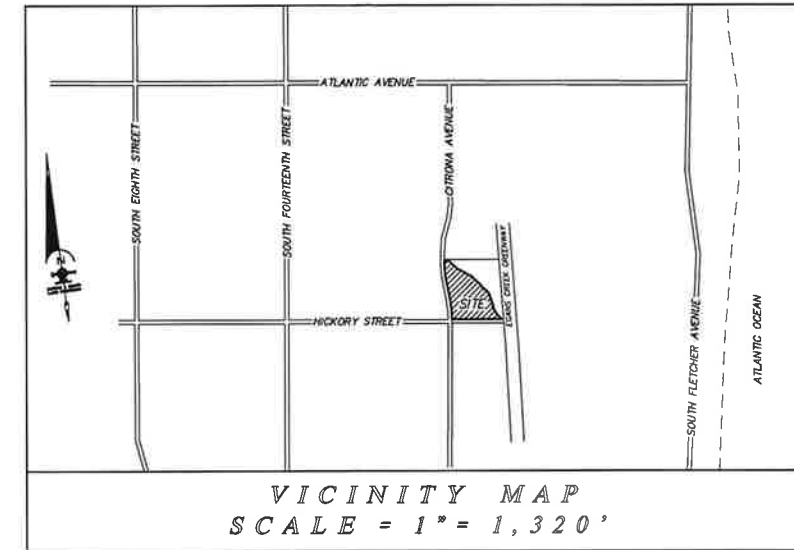
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET ACCORDING TO CHAPTER 177.061 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"



VICINITY MAP
SCALE = 1" = 1,320'

AMELIA BLUFF, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____
PRINT OR TYPE NAME
WITNESS _____
PRINT OR TYPE NAME

WILLIAM R. HOWELL, II
MANAGING MEMBER

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS.

_____, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2018.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____
STATE OF _____

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____, ON BEHALF OF _____ DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF, AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____
PRINT OR TYPE NAME

NAME: _____
TITLE: _____

WITNESS _____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS.

_____, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2018.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____
STATE OF _____

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, AMELIA BLUFF, LLC, A FLORIDA LIMITED LIABILITY COMPANY IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "AMELIA BLUFF", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THE ROAD RIGHTS-OF-WAY, DESIGNATED IN THE PLAT AS "MAGNOLIA BLUFF WAY" & "GREENRIDGE DRIVE" ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

TRACTS "A" & "B" (POND, PARK & OPEN SPACE TRACTS) ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "AMELIA BLUFF HOMEOWNERS ASSOCIATION, INC".

TRACT "C" (OPEN SPACE TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF "AMELIA BLUFF HOMEOWNERS ASSOCIATION, INC".



KEY SHEET
SCALE = 1" = 200'

LEGEND

D.E. = DRAINAGE EASEMENT
U.D.E. = UTILITY & DRAINAGE EASEMENT
S.F. = SQUARE FEET
AC. = ACRE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
U.E. = UTILITY EASEMENT

SURVEYOR'S NOTES

- ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"x4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039".
- ☐ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 3,400 S.F. DENOTES LOT SQUARE FOOTAGE (GROSS & NET) ± A NEGLIGIBLE AMOUNT.
- BEARINGS & COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, EAST ZONE, STATE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. '83/'90).
- THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X AE 6 & AE 2" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12082C-0212-D, DATED 06/02/2012. FLOOD ZONE INFORMATION LISTED ABOVE AND SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY AND IS APPROXIMATE AT BEST. ALL DATA SHOULD BE VERIFIED BY NASSAU COUNTY BUILDING DEPARTMENT FOR ACCURACY. WE ASSUME NO LIABILITY FOR ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
- "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS R-1. THE SETBACKS ARE AS FOLLOWS:
MAXIMUM HEIGHT - 35- FEET / FRONT SETBACK - 25- FEET / REAR SETBACK - 25- FEET
SIDE SETBACK - 10% OF LOT WIDTH / SIDE SETBACK (SIDE ABUTTING STREET) - 15- FEET
EACH SIDE YARD SETBACK SHALL BE INCREASED BY ONE-HALF (1/2) FOOT FOR EACH ONE (1) FOOT, OR FRACTION THEREOF, OF BUILDING HEIGHTS ABOVE TWENTY-FIVE (25) FEET.
- ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
- THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 1, 3, 4 & 5, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
- THAT PORTION OF GUM STREET RIGHT-OF-WAY, BEING BOUNDED ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA DRIVE AND BEING BOUNDED ON THE EAST BY THE BASE OF A SAND BLUFF HAS BEEN ABANDONED PER CITY OF FERNANDINA BEACH ORDINANCE NO. 2016-40 AS RECORDED IN OFFICIAL RECORDS BOOK 2159, PAGES 780 THROUGH 794 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.



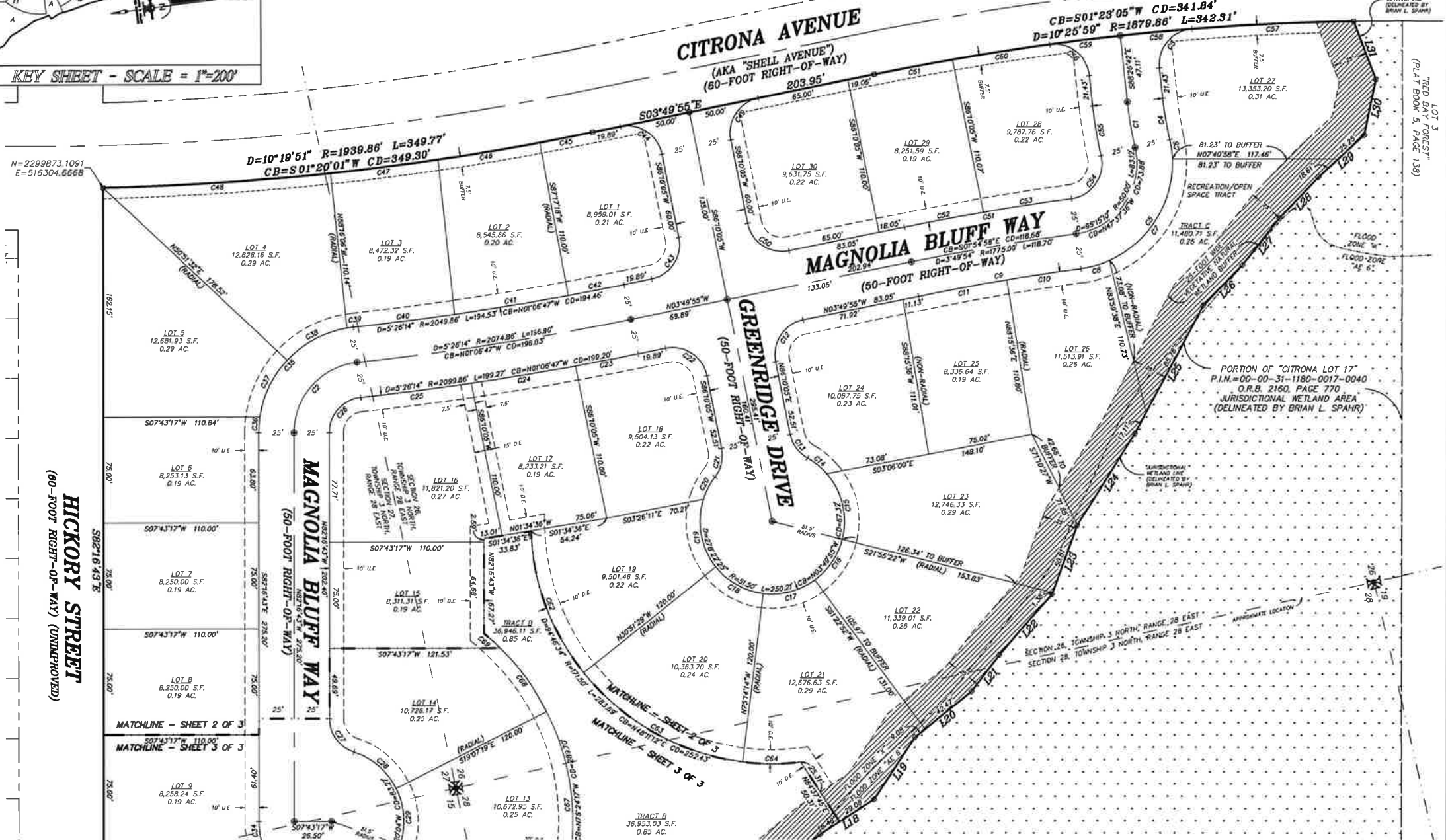
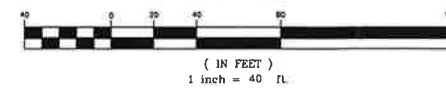
MANZIE & DRAKE LAND SURVEYING

117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

KEY SHEET - SCALE = 1"=200'

A REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N2759°12'W	17.24'	L12	N1378°43'W	67.78'	L23	N6221°11'W	52.19'
L2	N2757°26'W	24.81'	L13	N7323°24'W	60.05'	L24	N4954°25'W	76.56'
L3	N4455°20'W	15.19'	L14	N3320°39'W	41.08'	L25	N5423°32'W	102.89'
L4	N4453°52'W	28.16'	L15	N3664°18'W	39.55'	L26	N3820°27'W	39.63'
L5	N2310°51'W	34.46'	L16	N5554°32'W	35.28'	L27	N4355°01'W	42.49'
L6	N2320°33'W	29.42'	L17	N3220°36'W	50.08'	L28	N3637°53'W	40.36'
L7	N2802°32'W	31.72'	L18	N2522°15'W	45.56'	L29	N3456°00'W	43.86'
L8	N1426°03'W	56.32'	L19	N4970°18'W	52.31'	L30	N7037°36'W	40.23'
L9	N6279°29'W	14.79'	L20	N3173°40'W	51.55'	L31	S7634°41'W	43.73'
L10	N2332°21'W	36.64'	L21	N4439°30'W	32.34'			
L11	N80°33'00" W	41.34'	L22	N1403°50'W	57.18'			

LEGEND
D.E. = DRAINAGE EASEMENT
U&D.E. - UTILITY & DRAINAGE EASEMENT
S.F. = SQUARE FEET
AC. = ACRE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
U.E. = UTILITY EASEMENT

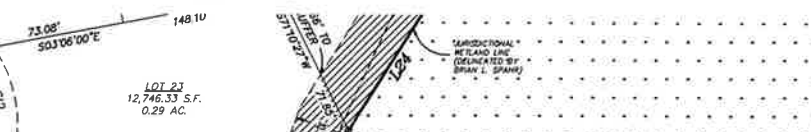
MANZIE & DRAKE LAND SURVEYING

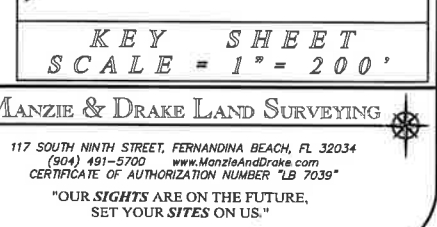
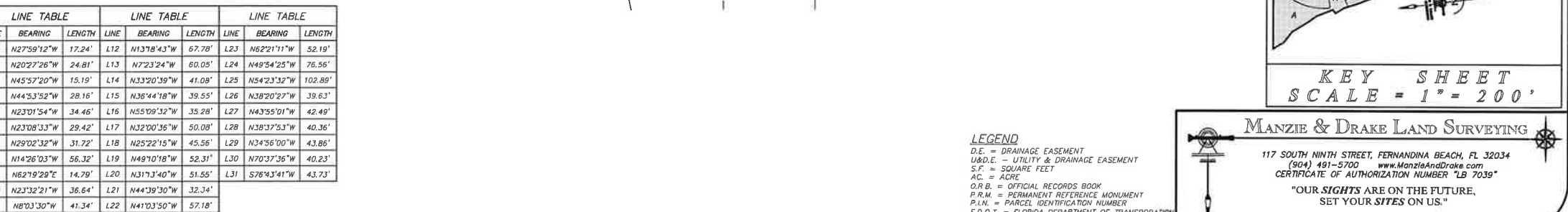
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 CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

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REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

[illegible]



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"OUR **SIGHTS** ARE ON THE FUTURE,
SET YOUR **SITES** ON US."



WILDLIFE ASSESSMENT

**School Board Property
Citrona Dr. & Hickory St.
Fernandina Beach
Nassau County, Florida**

February 09, 2018

I. Introduction

The purpose of this report is to identify the presence, and habitat utilization, of common and protected wildlife species at the School Board property located north of Hickory St. and east of Citrona Dr. in Sections 15,19,26-28, Township 3 North, Range 28 East, and Sections 15-17, Township 3 North, Range 29 East of Nassau County, Florida. Emphasis was placed on species listed by the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) as Threatened, Endangered or Species of Special Concern (SSC).

II. Methodology

Prior to the site assessment, aerial Orthophoto satellite images, United States Geologic Survey (USGS) topographic maps (**APPENDIX A**) and U.S. Department of Agriculture (USDA) soil survey maps (**APPENDIX C**), were reviewed to determine potential natural resources on-site. The soil survey for Nassau County was consulted in an effort to evaluate suitable habitat for sensitive species depending on substrate requirements (USDA 1991). Databases from the Florida Fish and Wildlife Conservation Commission (FWC 2013), the bald eagle (*Haliaeetus leucocephalus*) nest locator (FWC 2015), and the U.S. Fish and Wildlife Service (USFWS) Threatened & Endangered Species System (TESS) (USFWS 2015) were accessed to determine potential for sensitive species suitable habitat. A copy of the USFWS TESS Species by County Report is located in (**APPENDIX C**).

During the site assessment, pedestrian transects were completed throughout the property and within each vegetative community. Within each transect, data collected included, but was not limited to; plant species, wildlife species, weather conditions, time assessment commenced and terminated, and any anthropogenic activity. All vegetative communities were identified according to the Florida Land Use, Cover and Forms Classification System developed by the Florida Department of Transportation (FDOT 1999). Within the scope of this assessment, special attention was given to sensitive habitats known to support listed plant and wildlife

species; however, no formal “species-specific” surveys were completed during this wildlife assessment. These methods are consistent with recognized FWC and USFWS survey guidelines for a general wildlife assessment. A Digital Elevation map showing the survey transects can be found in (APPENDIX B).

III. Database Review of Soil Conditions

The *Soil Survey of Nassau County* (Natural Resource Conservation Service, 1989) indicates five soil types as occurring within the property:

Echaw Fine Sand (04) - This is a moderately well drained soil class found in the southwest corner of the subject property. Slopes are 0 to 2 percent and convex. This soil is composed of approximately 88 percent Echaw and 12 percent minor components including: Leon non-hydric, Resota, Mandarin and Lynn haven soils. These soils are found along the ridges of marine terraces and are created from sandy marine deposits. The entire soil profile is composed of fine sand from 0 to 80 inches. The water table is 30 to 60 inches below land surface. This soil belongs to hydrologic soil group A and is seldom flooded. These soils are commonly associated with habitats such as North Florida Flatwoods and the rises and knolls of mesic uplands.

Kureb Fine Sand (08) - This is an excessively drained soil class found within the interior of the subject property, stretching from the northeast corner down to the southern property boundary. Slopes are 0 to 5 percent and convex. The soil is composed of approximately 93 percent Kureb and 7 percent Resota. It is found along the ridges and dunes of marine terraces. These soils develop from Eolian, sandy fluvial or marine deposits. The profile is sandy throughout, from 0-80 inches. The water table is more than 80 inches below land surface. This soil belongs to hydrologic soil group A and rarely floods. These soils are associated with habitats such as sand pine scrub and the dunes of xeric uplands.

Leon Fine Sand (09) - This is a poorly drained soil class found in a small portion of the western side of the property, adjacent to the Echaw Fine Sand. Slopes range from 0 to 2 percent and are convex. The soil is composed of approximately 90 percent Leon non-hydric, 5 percent Leon hydric, and 5 percent minor components including: Sapelo: non-hydric, Ridgewood, Pottsburg, Kingsferry and Wesconnett soils. Leon fine sand is found among flatwoods on marine terraces. It develops from sandy marine deposits. The profile consists of fine sand throughout 80 inches, with the Leon hydric soils above the Leon non-hydric soil. The water table is 0 to 6 inches below land surface for Leon hydric and 6 to 18 inches below land surface for Leon non-hydric. This soil belongs to hydrologic soil group A/D and floods occasionally. It is commonly associated with North Florida Flatwoods and the flats of mesic or hydric lowlands.

Buccaneer Clay (15)- This is a very poorly drained soil class found along the entire eastern side of the property, adjacent to Egan’s Creek. Slopes range from 0 to 2 percent and are linear. The soil is composed of 94 percent Buccaneer and 6 percent minor components including Meggett and Croatian soils. Buccaneer clay is found in floodplains along marine terraces. It is formed from clayey marine deposits. The profile consists of clay from 0 to 80 inches. The water table is located 0 to 6 inches below land surface. This soil belongs to hydrologic soil group D and frequently floods. It is commonly associated with stream terraces, floodplains and depressions.

Kingsferry Fine Sand (24) - This is a very poorly drained soil class found in the middle northern portion of the subject property. Slopes are 0 to 2 percent and are linear. The soil is composed of approximately 89 percent Kingsferry and 11 percent minor components including: Leon non-hydric, Lynn haven, and Rutlege soils. Kingsferry soils are found on the flats of marine terraces. They are formed from sandy marine deposits. The profile consists of fine sand from 0 to 80 inches. The water table is level with the land surface. This soil belongs to hydrologic soil group B/D and frequently floods. It is commonly associated with North Florida Flatwoods and the flats of mesic or hydric lowlands.

A copy of the Custom Soil Resource Report can be found in (**APPENDIX C**).

IV. Existing Site Conditions

Two (2) vegetative/ecological communities were identified within the boundary of the subject property. These communities were classified according to the Florida Land Use, Cover and Forms Classification System (FLUCFCS), (Florida Department of Transportation, 1999). The communities discovered on-site are typical of northeast Florida, and no unusual or unique vegetative communities were discovered. Each community observed has been assigned a FLUCCS code and is described below.

Pine-Mesic Oak (FLUCCS 414) A pine-mesic oak habitat covers the majority of this property. This type of forest grows on moister sites and consists of slash pine (*Pinus elliottii*), longleaf pine (*P. palustris*) and loblolly pine (*P. taeda*) which grow in strong association with a wide variety of mesic oaks and other hardwood species. The canopy consists of Southern red oak (*Quercus falata*), water oak (*Q. nigra*), white oak (*Q. alba*) and laurel oak (*Q. laurifolia*), in addition to hickories (*Carya spp.*), sweetgum (*Liquidambar styraciflua*) and dogwood (*Cornus spp.*) which commonly grow alongside pine species under mesic conditions. Gallberry (*Ilex spp.*), wax myrtle (*Myrica cerifera*) and saw palmetto (*Serenoa repens*) are among the common understory species.

Wetland Forested Mixed (FLUCCS 630) A wetland forested mixed community can be found in the northern and eastern portions of the property. The vegetative community within the mixed forested wetland is dominated by cypress (*Taxodium spp.*), black gum (*Nyssa sylvatica*), loblolly bay (*Gordonia lasianthus*), swamp bay (*Persea palustris*), pond pine (*P. serotina*), fetterbush (*Lyonia lucida*), Virginia chainfern (*Woodwardia virginica*), netted chainfern (*Woodwardia areolata*), and royal fern (*Osmunda regalis*). The wetlands on site are adjacent to and west of Egan's Creek.

A map showing the FLUCCS habitats within the subject property can be found in (**APPENDIX B**).

A. Comprehensive wildlife survey

Pursuant to the methodology required by FWC and USFWS, LG² Environmental Solutions (LG²ES) conducted the on-site wildlife survey on February 7, 2018. A comprehensive list of wildlife species that were directly observed or evidenced by scat, burrows or tracks are listed in the following table.

Table 1. Wildlife Species Observed on Site at the School Board Property in June 2016.

Common Name	Taxonomic Name
Cardinal, Northern	<i>Cardinalis cardinalis</i>
Black Vulture	<i>Coragyps atratus</i>
Armadillo	<i>Dasypus novemcinctus</i>
Marsh Rabbit	<i>Sylvilagus palustris</i>
Squirrel, Eastern Gray	<i>Sciurus carolinensis</i>
Northern Parula	<i>Parula americana</i>
Warbler, Yellow-rumped	<i>Dendroica coronata</i>
Yellow Rat Snake	<i>Pantherophis alleghaniensis</i>

- B. Species Discussions.** No listed wildlife species were observed on the School Board Property during the site assessment performed on February 7, 2018.

Gopher tortoise (GT): During the site inspections, special attention was given to habitat types and soil characteristics that are associated with gopher tortoise utilization. The gopher tortoise is listed as Threatened by FWC and Conservation Permits for the relocation of the gopher tortoises must be obtained for any onsite burrow(s) prior to clearing and/or grading the property.

A formal gopher tortoise survey was not conducted within the scope of this site visit; however, transects were walked through the entire property. No gopher tortoises or their burrows were seen on the property.

Bald eagle: The FWC Bald Eagle Nest Locator was used to determine if any documented or historical nests exist within one mile of the subject property. The search resulted in zero documented nests (**Figure 1**). Undocumented nests could still exist, however, none were observed during this survey.

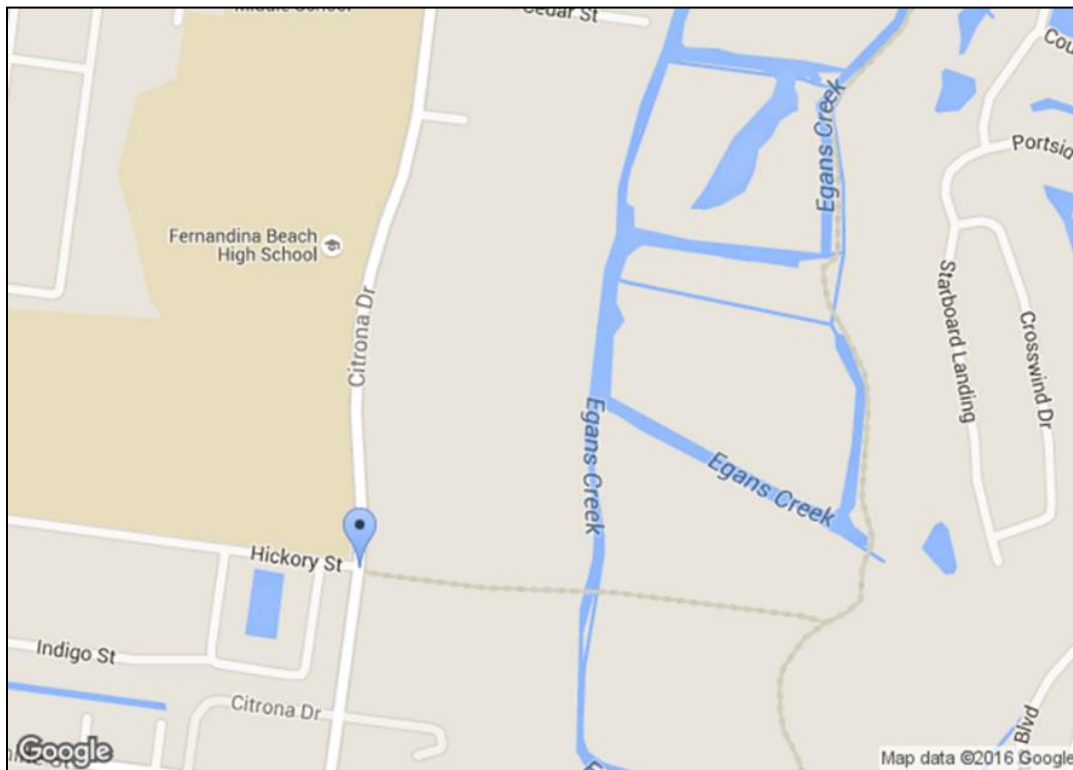


Figure 1. Eagle nest locator map summary indicating no documented Bald eagle nests are located within 1-mile distance of subject property.

Date: 6/13/2016 8:59:07 AM

Search Entered: Within 1 mile of Citrona Dr. and Hickory Street (latitude 30.6589285 and longitude -81.4448999)

0 record(s) were found; 0 record(s) are shown

(see disclaimer that follows)

This report was generated using the Florida Fish and Wildlife Conservation Commission's (FWC) eagle nest locator web site, which can be found at <https://public.myfwc.com/FWRI/EagleNests/nestlocator.aspx>. The data displayed reflect all known FWC documented eagle nesting territories that fall within the search criteria specified at the top of the page. Search results reflect the activity status observed by FWC and are current through spring 2014. Not all eagle nests in Florida have been documented by the FWC. Non-documented nests receive the same level of protection as FWC documented nests.

V. Conclusion

The subject property was examined to identify any utilization by animal species on the property. Special attention was given to the presence of species listed by the USFWS and the FWC as rare, endangered, and threatened or Species of Special Concern. Special attention was given to bald eagles, red-cockaded woodpeckers, Sherman's fox squirrels and gopher tortoises due to the anticipated habitat type and location. No listed species were observed during the February 7, 2018 site assessment.

LG²ES estimates there is little to no acreage of suitable gopher tortoise habitat located on-site. It is considered unlikely that the gopher tortoises would burrow on property. Should gopher tortoises later be found to inhabit the subject property, appropriate FWC surveys and permitting may be required.

We appreciate your business and look forward to our continuing to serve you and your environmental needs.

If you have any questions or require additional information, please contact me at 904-955-5480 or at tjackson@lg2es.com.

Very respectfully,

A handwritten signature in cursive script that reads "Tina Jackson".

Tina Jackson
Environmental Scientist
LG2 Environmental Solutions, Inc.

VI. REFERENCES

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC) 2009. Florida Land Use Cover Classification System (FLUCCS) Final Report: December 31, 2009

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC) 2014. Wildlife Technology Services in the Division of Habitat and Species Conservation, Eagles Nest Locator by County, modified: June 13. Online at <http://myfwc.com/eagle/eaglenests/Default.asp>. Accessed 06/13/2016.

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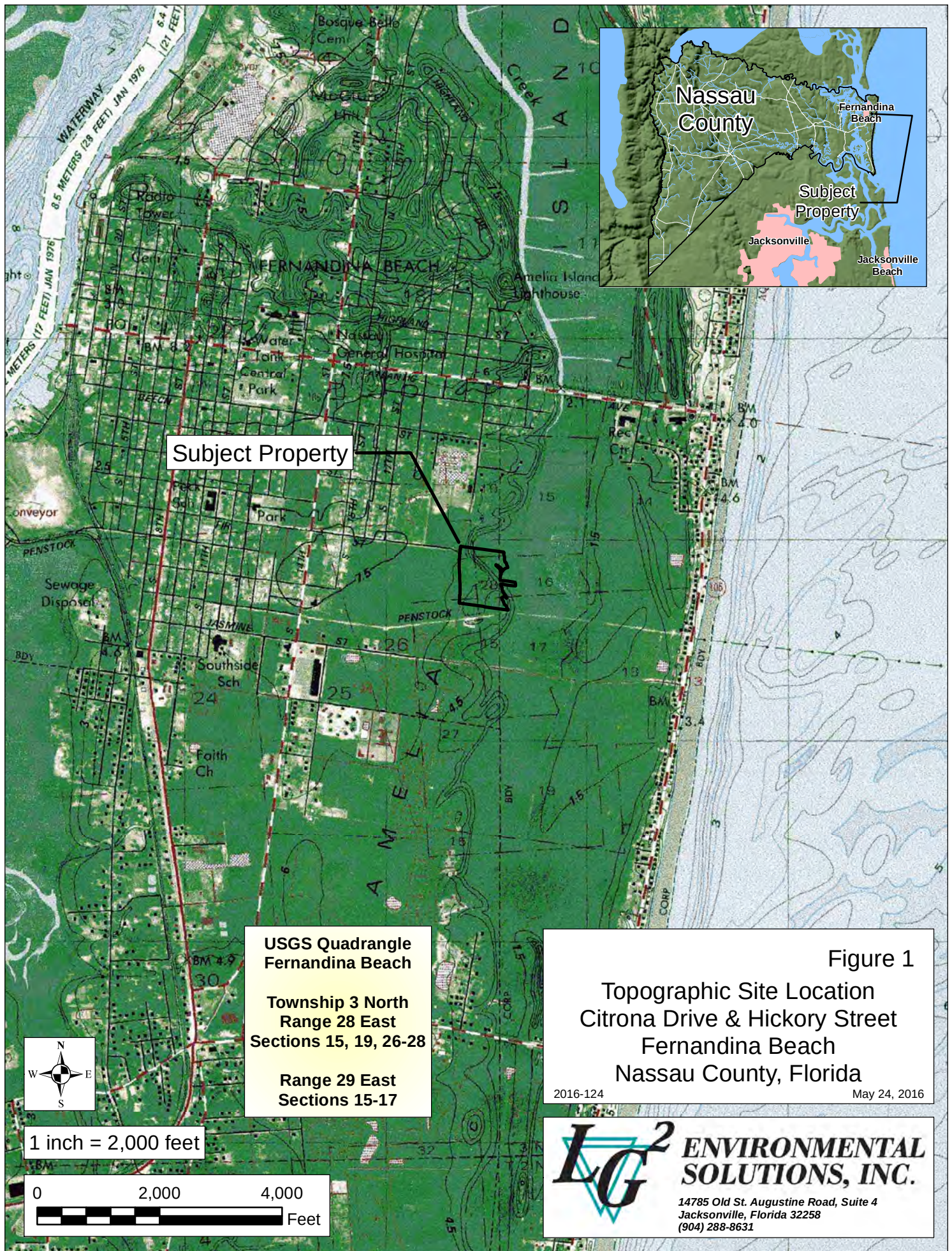
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UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) NATURAL RESOURCES CONSERVATION SERVICE (NRCS). Web Soil Survey, modified: 12/06/2013. Online at <http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>. Accessed 06/13/2016.

APPENDIX A
Aerial Site Photograph
USGS 7.5 Topographic Map





APPENDIX B

Digital Elevation Map with Survey Transects
FLUCCS Map

Subject Property

1 2 3 4 5 6 7 8 9

10 11

NA00026

NA00919

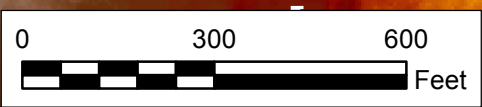
- 25m Transects
- Archaeological Site

DEM with Transects
School Board Property
Fernandina Beach
Nassau County, Florida

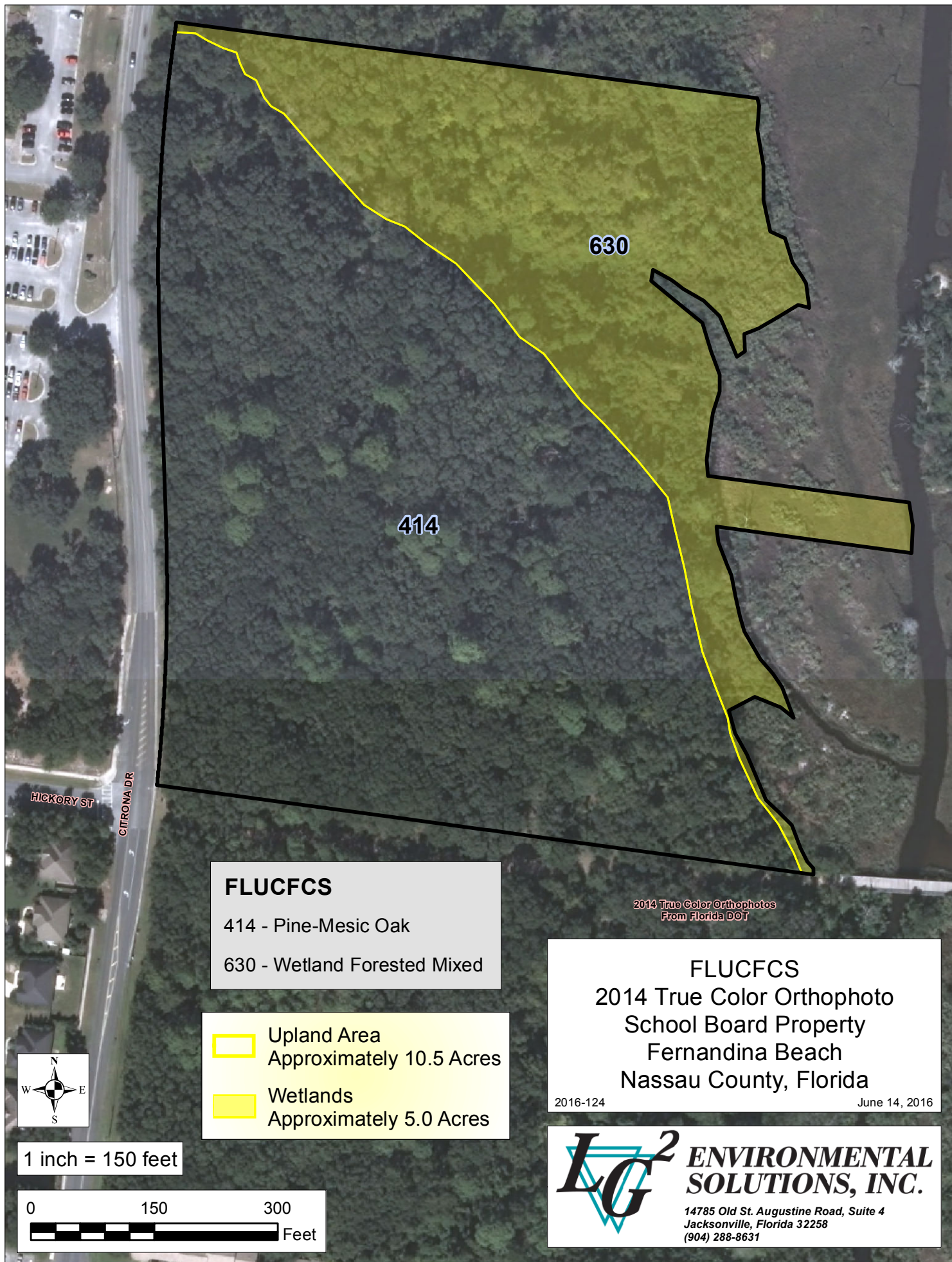
2016-124 June 3, 2016



1 inch = 300 feet



LG² ENVIRONMENTAL SOLUTIONS, INC.
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
(904) 288-8631



FLUCFCS

414 - Pine-Mesic Oak

630 - Wetland Forested Mixed

-  Upland Area
Approximately 10.5 Acres
-  Wetlands
Approximately 5.0 Acres

2014 True Color Orthophotos
From Florida DOT

FLUCFCS

2014 True Color Orthophoto
School Board Property
Fernandina Beach
Nassau County, Florida

2016-124

June 14, 2016

**LG² ENVIRONMENTAL
SOLUTIONS, INC.**
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
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APPENDIX C

USDA NRCS Web Soil Survey Report
U.S. Fish & Wildlife Service Species by County Report



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Nassau County, Florida**

School Board Property



June 13, 2016

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

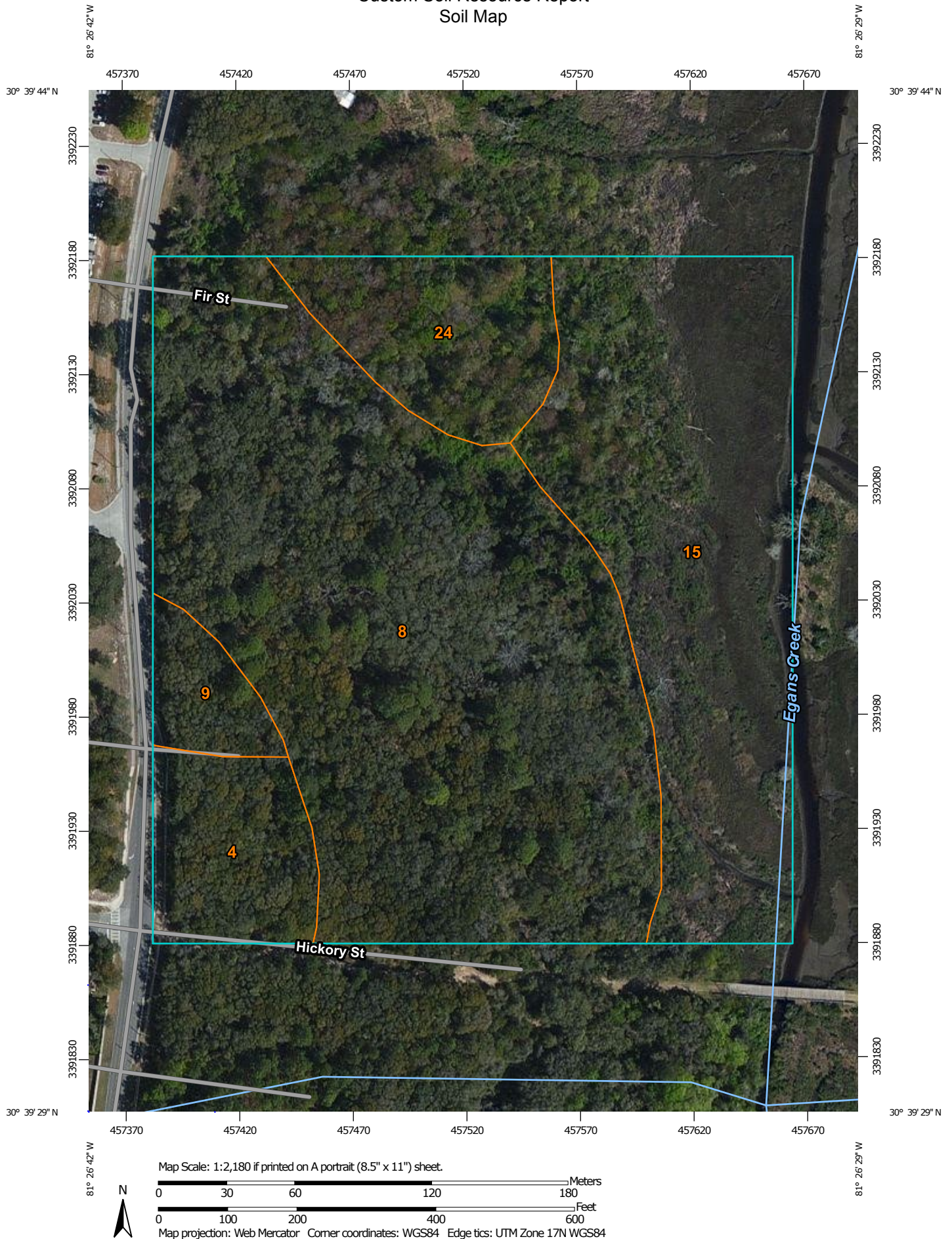
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Nassau County, Florida
Survey Area Data: Version 14, Sep 30, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 13, 2011—Mar 15, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Nassau County, Florida (FL089)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Echaw fine sand	1.4	6.8%
8	Kureb fine sand, 0 to 5 percent slopes	11.0	52.2%
9	Leon fine sand	0.6	3.1%
15	Buccaneer clay, frequently flooded	6.2	29.5%
24	Kingsferry fine sand	1.8	8.4%
Totals for Area of Interest		21.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic

classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Nassau County, Florida

4—Echaw fine sand

Map Unit Setting

National map unit symbol: 4gb0

Elevation: 0 to 130 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Echaw and similar soils: 88 percent

Minor components: 12 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Echaw

Setting

Landform: Ridges on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand

E - 6 to 35 inches: fine sand

Bh - 35 to 38 inches: fine sand

E' - 38 to 78 inches: fine sand

Bh - 78 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)

Depth to water table: About 30 to 60 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: Low (about 4.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: A

Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Minor Components

Leon, non-hydric

Percent of map unit: 3 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Resota

Percent of map unit: 3 percent

Landform: Knolls on marine terraces, ridges on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G153AA121FL)

Mandarin

Percent of map unit: 3 percent

Landform: Rises on marine terraces, flats on marine terraces

Landform position (three-dimensional): Interfluve, rise

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Lynn haven

Percent of map unit: 3 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

8—Kureb fine sand, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 4gbq

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Kureb and similar soils: 93 percent

Minor components: 7 percent

Custom Soil Resource Report

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kureb

Setting

Landform: Ridges on marine terraces, dunes on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Eolian deposits or sandy fluvial or marine deposits

Typical profile

A - 0 to 5 inches: fine sand
C/Bh - 5 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on ridges and dunes of xeric uplands (G153AA111FL)

Minor Components

Resota

Percent of map unit: 7 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G153AA121FL)

9—Leon fine sand

Map Unit Setting

National map unit symbol: 4gbr

Custom Soil Resource Report

Elevation: 10 to 450 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Leon, non-hydric, and similar soils: 90 percent

Leon, hydric, and similar soils: 5 percent

Minor components: 5 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Leon, Non-hydric

Setting

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand

E - 7 to 18 inches: fine sand

Bh - 18 to 31 inches: fine sand

E' - 31 to 37 inches: fine sand

B'h - 37 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Poorly drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Description of Leon, Hydric

Setting

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand
E - 7 to 18 inches: fine sand
Bh - 18 to 31 inches: fine sand
E' - 31 to 37 inches: fine sand
B'h - 37 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Minor Components

Sapelo, non-hydric

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Ridgewood

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Pottsburg

Percent of map unit: 1 percent
Landform: Rises on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Kingsferry

Percent of map unit: 1 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Wesconnett

Percent of map unit: 1 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

15—Buccaneer clay, frequently flooded

Map Unit Setting

National map unit symbol: 4g94

Elevation: 20 to 350 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Buccaneer and similar soils: 94 percent

Minor components: 6 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Buccaneer

Setting

Landform: Flood plains on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Clayey marine deposits

Typical profile

A - 0 to 5 inches: clay

Btg - 5 to 80 inches: clay

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Custom Soil Resource Report

Natural drainage class: Very poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 0 to 6 inches

Frequency of flooding: Frequent

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: High (about 11.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6w

Hydrologic Soil Group: D

Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G153AA345FL)

Minor Components

Meggett

Percent of map unit: 3 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G153AA341FL)

Croatan

Percent of map unit: 3 percent

Landform: Flood plains on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Organic soils in depressions and on flood plains (G153AA645FL)

24—Kingsferry fine sand

Map Unit Setting

National map unit symbol: 4g9g

Elevation: 0 to 150 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Kingsferry and similar soils: 89 percent

Custom Soil Resource Report

Minor components: 11 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kingsferry

Setting

Landform: Flats on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 34 inches: fine sand

Bh1 - 34 to 67 inches: fine sand

Bh2 - 67 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Very poorly drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 0 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: B/D

Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Minor Components

Leon, non-hydric

Percent of map unit: 4 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Lynn haven

Percent of map unit: 4 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

Custom Soil Resource Report

Rutlege

Percent of map unit: 3 percent

Landform: Drainageways on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

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Custom Soil Resource Report

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U.S. Fish & Wildlife Service Species by County Report

Group	Common Name	Scientific Name	Species Profile URL	Population
Amphibians	Striped newt	<i>Notophthalmus perstriatus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=D02P	
Birds	Wood stork	<i>Mycteria americana</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=B06O	AL, FL, GA, MS, NC, SC
Mammals	West Indian Manatee	<i>Trichechus manatus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=A007	Entire
Mammals	West Indian Manatee	<i>Trichechus manatus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=A007	Entire
Reptiles	Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00E	Entire
Reptiles	Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00E	Entire
Reptiles	Leatherback sea turtle	<i>Dermochelys coriacea</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00F	Entire
Reptiles	Leatherback sea turtle	<i>Dermochelys coriacea</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00F	Entire
Reptiles	Loggerhead sea turtle	<i>Caretta caretta</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00U	Northwest Atlantic Ocean DPS
Reptiles	Eastern indigo snake	<i>Drymarchon corais couperi</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C026	Entire
Reptiles	Gopher tortoise	<i>Gopherus polyphemus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C044	Eastern

RESOLUTION 2017-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH W.R. HOWELL COMPANY (DEVELOPER) AND NASSAU COUNTY SCHOOL DISTRICT REGARDING CONDITIONS TO VACATION OF A PORTION OF THE GUM STREET RIGHT-OF-WAY EAST OF CITRONA DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City of Fernandina Beach to attach specific conditions that are prerequisite to the City's vacation of a portion of the Gum Street right-of-way east of Citrona Drive.

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 Memorandum of Understanding, attached hereto as Exhibit "A", between the City of Fernandina Beach, the Nassau County School District and W.R. Howell Company.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Memorandum of Understanding and all necessary documentation upon review and approval of the City Attorney.

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

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

**MEMORANDUM OF UNDERSTANDING
FOR CONDITIONS ON THE VACATION OF THE**

GUM STREET RIGHT-OF-WAY

This MEMORANDUM OF UNDERSTANDING, "MOU" is entered into by and between City of Fernandina Beach, ("City"), 204 Ash Street, Fernandina Beach, FL 32034, W. R. Howell Company, Inc. ("Developer") whose address is 4545 Ortega Blvd., Jacksonville, FL 32210 and Nassau County School District whose address is 1201 Atlantic Avenue, Fernandina Beach, FL 32034.

WHEREAS, City owns a right-of-way known as Gum Street that bisects property owned and controlled by the Nassau County School District ("School Board") located east of Citrona and north of Hickory and that is planned for residential development ("Property"); and

WHEREAS, City, Developer and School Board wish to memorialize their understanding of the conditions on the City's agreement to vacate the portion of the Gum Street right-of-way that bisects the Property; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB- 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions listed below:

NOW THEREFORE, the parties agree to the following terms:

1. The Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to Property and Gum Street in order to satisfy the requirement of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for

approval of the preliminary plat for residential development on the Property, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along Egans Creek Greenway and contiguous to the Gum Street right-of-way.

2. The School Board or its successor in interest shall transfer clear title to all jurisdictional wetlands on the property to the City in fee simple to be set aside as conservation land.
3. The School Board's successor in interest shall donate \$115,000 to the City for use in the City's land conservation efforts.
4. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

This Memorandum of Understanding has been executed by the parties this 10 day of August 2017,

City of Fernandina Beach:

Nassau County School District:

Dale L. Martin 8/22/17
Name Dale L. Martin Date
Title City Manager
Address 204 Ash St
Fernandina Beach FL 32034

Donna Martin
Name: Donna Martin Date
Title: Chairman
Address: 1201 Atlantic Ave.
Fernandina Bch., FL 32034

Developer:

W R HOWELL COMPANY
William R Howell, Jr 8/23/17
Name William R Howell, Jr Date
Title PRESIDENT
Address 4545 ORTEGA BLVD
JACKSONVILLE, Florida 32210

Kathy K. Burns
Name: Kathy K. Burns Date
Title: Superintendent of Schools
Address: 1201 Atlantic Ave.
Fernandina Bch., FL 32034

ATTEST:

By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk
Date: Aug 23, 2017

APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

The names and contact information for City and County staff responsible for the administration of the Memorandum of Understanding are:

City of Fernandina Beach:

Dale Martin
City Manager
904-310-3100
e-mail dmartin@fbfl.org

Nassau County School District:

Ray Poole
Chief of Legal Services
904-491-9903
ray.poole@nassau.k12.fl.us

Developer:

Name W R HOWELL, COMPANY
William R Howell, Jr.
Title PRESIDENT
PH# 904 - 631 - 3643
Address 4545 ORTEGA BLVD
JACKSONVILLE, FLORIDA
32210

**MEMORANDUM OF UNDERSTANDING
FOR CONDITIONS ON THE VACATION OF THE
GUM STREET RIGHT-OF-WAY**

This MEMORANDUM OF UNDERSTANDING, "MOU" is entered into by and between City of Fernandina Beach, ("City"), 204 Ash Street, Fernandina Beach, FL 32034, W.R. Howell Company, a Florida corporation ("Developer") whose address is 2955 Hartley Road, Suite 108, Jacksonville, FL 32257, and Nassau County School District whose address is 1201 Atlantic Avenue, Fernandina Beach, FL 32034.

WHEREAS, City owns a right-of-way known as Gum Street that bisects property owned and controlled by the Nassau County School District ("School Board") located east of Citrona Drive and north of Hickory Street and that is planned for residential development ("Property"); and

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4. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

The names and contact information for City and County staff responsible for the administration of the Memorandum of Understanding are:

City of Fernandina Beach:

Dale Martin
City Manager
904-310-3100
dmartin@fbfl.org

Nassau County School District:

name
Title
phone
e-mail

Developer:

William R. Howell, II
President/Chair
2955 Hartley Rd, Ste 108, Jacksonville, FL 32257

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Memorandum of Understanding - School Board Property Vacation

2017-123

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-123

SYNOPSIS: The Nassau County School District is under contract with W.R. Howell Company who will purchase vacant land east of Citrona and north of Hickory for residential development. After several meetings with the City Commission, the City Commission placed several conditions on the vacation of right-of-way which include donation of \$115,000 to the City for land conservation, FDOT surplus land on the Greenway to the City or alternatively, the Developer providing an access right-of-way to the FDOT parcels and the Developer deeding several acres of jurisdictional wetlands to the City for conservation purposes.

FISCAL IMPACT: If approved, the School Board's successor in interest (Developer) will pay \$115,000 to the City for placement in a land conservation fund to be created by the Comptroller.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-123.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Date: July 07, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

ENGINEERING PLANS

FOR

AMELIA BLUFF

FOR

AMELIA BLUFF LLC

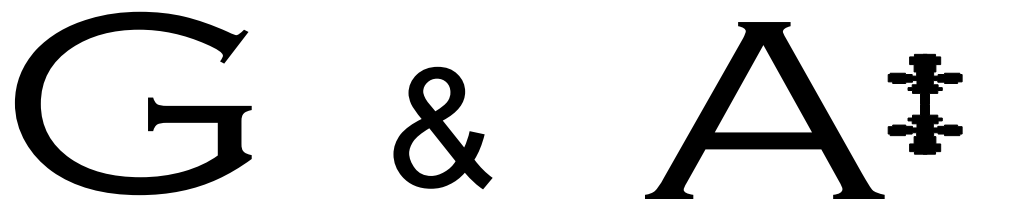
GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: (904) 261-8819

PERMITTING AGENCIES

CITY OF FERNANDINA BEACH: 904-310-3421
FDEP: 904-256-1700
SJRWMD: 904-730-6270



Issue Date:
November 6, 2017
Revision Date:
March 9, 2018

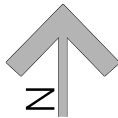
G&A Project
No.:17-10.27

AMELIA BLUFF

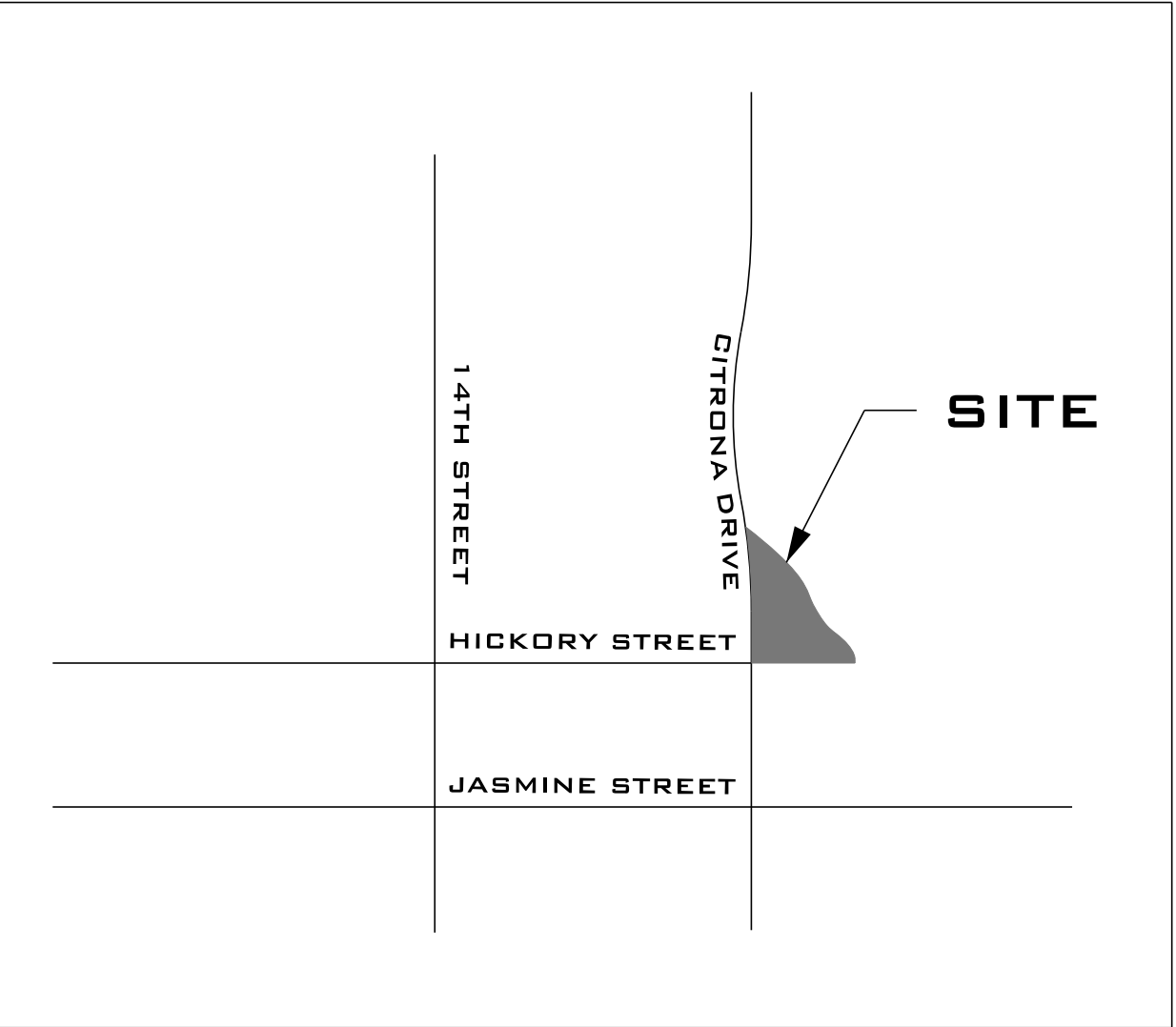
FOR

AMELIA BLUFF LLC

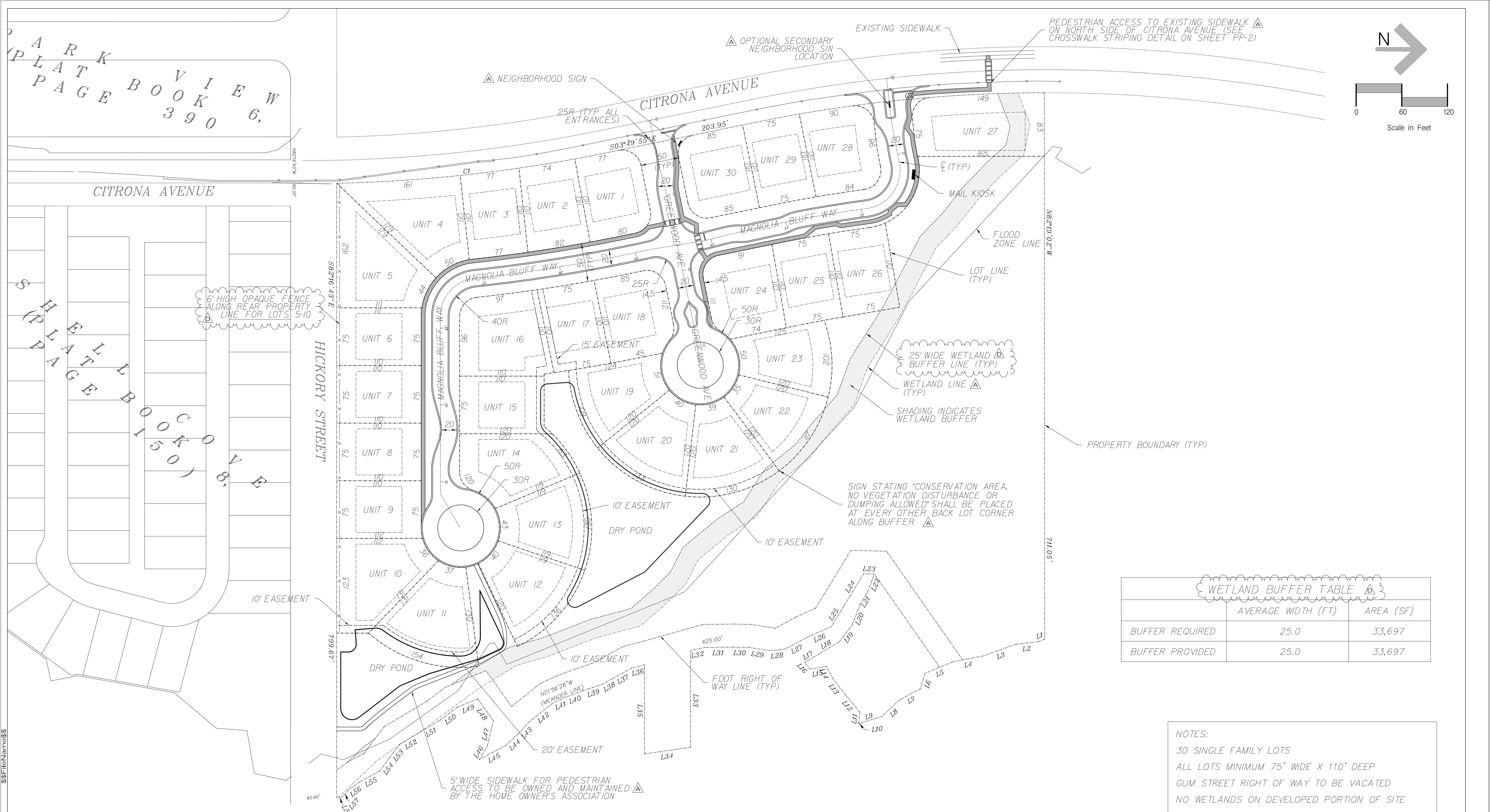
RELEASED FOR CONSTRUCTION BY



SITE LOCATION MAP



GENERAL NOTES										INDEX																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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1.ALL WORK SHALL BE PERFORMED IN A SAFE MANNER,ALL SAFETY RULES AND GUIDELINES OF O.S.H.A SHALL BE FOLLOWED.THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES,AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT.ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A,REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK. 2.THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE, PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS,EITHER SURFACE OR SUBSURFACE,WHICH MAY AFFECT THE WORK TO BE PERFORMED,AND THE EQUIPMENT,LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT.THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION,AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT.ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. 3.ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER. 4.ELEVATIONS ARE BASED ON NATIONA GEODETIC VERTICAL DATUM OF 1988. 5.TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY:MANZIE & DRAKE (904-491-5700) 6.THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING,RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT. 7.THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN CITY,COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR. 8.THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE.THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS,IN THE EVENT OF ANY CONFLICT WHATSOEVER,THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD,AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION. 9."AS-BUILT" DRAWINGS -AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE,IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION,FIELD LOCATIONS,CERTIFICATION,AND SUBMITTAL OF AS-BUILT DRAWINGS. 10."AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR.RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER. 11.THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS,IF A MONUMENT IS DISTURBED,THE CONTRACTOR SHALL CONTACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT. 12.ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS. 13.ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER. 14.ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED. 15.THE LOCATION OF ALL EXISTING UTILITIES,STRUCTURES,AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED.THE LOCATIONS ARE APPROXIMATE.THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION,IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS,THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY.THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION.THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS.PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION,THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS,AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT. 16.THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS,FOR REVIEW AND APPROVAL,PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE. 17A.UNSUITABLE MATERIALS UNDER WATER,SEWER,OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557). 17B.ALL FINISH FLOORS SHOWN ON THE PLANS ARE MINIMUM ELEVATIONS										18.ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES. 19.WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP),IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST.JOHNS RIVER WATER MANAGEMENT DISTRICT. 20.WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD.THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION,20 FOOT LENGTHS OF C900 (DR18)WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS.THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 21.WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN.WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE,A 20 FOOT SECTION OF C900 (DR18)WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING.THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION.THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER. 22.NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. 23.BLANK 24.TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS.TRACER WIRE SHALL BE A MINIMUM OF 14 GAUGE SOLID COPPER WIRE,COATED,AND SUITABLE FOR BURIAL.WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT. 25.ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS,ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS. 26.ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT. 27.GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED. 28.SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS,THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. 29. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED. 30.THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE.EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS,REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION. 31.ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND COUNTY/CITY BEFORE COMMENCING WORK. 32.MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED. 33.ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. 34.IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT,THE CITY OF FERNANDINA BEACH STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED.IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM THE CITY OF FERNANDINA BEACH. 35.BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (2%) PER CITY OF FB REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS. 36.NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER. 37.STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS,WHERE PAVEMENT SPLITS. THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION 38.ALL CONSTRUCTION,MATERIAL,AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF FB AND COUNTY STANDARDS.										1.WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN.ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH,AND UNDER THE DIRECTION OF THE UTILITY COMPANY. 2.THURST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH UTHE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES. 3.TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS,ALL 10" AND LARGER VALVES AND LARGER SHALL REQUIRE (4)TIE RODS. MEGA LUG JOINT RESTRAINTS MAY BE USED IN LIEU OF THRUST BLOCKS OR TIE RODS. 4.UNLESS OTHERWISE NOTED,WATER MAINS ARE TO BE PVC DR18,DR-25,C-900 (BLUE),CLASS 150. 5.ALL WATER MAINS SHALL BE BACTERIOLOGICAL AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600.NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED,DISINFECTED,AND CLEARED FOR SERVICE.THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT. 6.THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES.THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE.BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS. 7.ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS.FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH. 8.ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS.WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND UNITED WATER FLORIDA. 9.IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH,WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED,BASED ON APPROVAL OF THE PERMITTING AGENCY,DUCTILE IRON PIPE,FITTINGS,AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA.THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED,ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING.THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL. 10.2' FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS. 11.A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 3 FEET EITHER SIDE OF PROPERTY LINE,ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB.ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB. 12.ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS. 13.ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED. 14.BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN.TEST RESULTS SHALL BE SUBMITTED TO AND APPROVED BY THE UTILITY COMPANY PRIOR TO ACCEPTANCE OF INSTALLATION. 15.MAXIMUM DEPTH ON WATER SERVICES TO METER TO BE 36".										COVER SHEET INDEX SHEET PREDEVELOPMENT/DEMOLITION PLAN LOT LAYOUT PLAN POST-DEVELOPMENT DRAINAGE PLAN LOT GRADING PLAN PLAN AND PROFILE SHEET KEY PLAN AND PROFILE SHEETS TREE RETENTION/REMOVAL PLAN MISCELLANEOUS DETAILS WATER DETAILS SEWER DETAILS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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																				1.WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED,COMPLETED,AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE.(NFPA 1,16.4.3.1,2009 EDITION) 2.CLEARANCES OF SEVEN AND ONE HALF FEET (7 FT-6 IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT,WITH A FOUR FOOT CLEARANCE TO THE REAR OF THE HYDRANT.(NFPA 1,16.3.4.1,2009) 3.NEW FIRE HYDRANT(S) SHALL BE INSTALLED SO THAT POSITIONED NOT MORE THAN 7 FEET 6 INCHES AWAY FROM CURB OR BERM OF THE ROADWAY.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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																				1.THE CONTRACTOR SHALL PROVIDE,TO THE ENGINEER OF RECORD ,A SCHEDULE OF INVERT ELEVATIONS OF ALL SANITARY MANHOLES PRIOR TO THE PLACEMENT OF THE LIME ROCK BASE COURSE.THIS SCHEDULE TO BE PROVIDED BY THE REGISTERED LAND SURVEYOR SUBMITTING THE "AS-BUILT" DRAWINGS FOR THIS PROJECT. 2.SANITARY SEWER SERVICES SHALL BE 6" PVC WITH A MINIMUM SLOPE OF 0.006 FEET PER FOOT AND SHALL BE TERMINATED AT THE RIGHT-OF-WAY LINE WITH A DEPTH OF 24" TO 48" FROM THE FINAL FINISHED GRADE OF THE DEVELOPED LOTS.DEPTHS GREATER THAN 48" FROM FINAL FINISHED GRADE SHALL BE READJUSTED BY THE DEVELOPER AT HIS COST. 3.GRAVITY SEWER TO BE CLEANED & TV TESTED BY DEVELOPER AT DEVELOPER'S EXPENSE 4.ALL MANHOLE FRAMES AND COVERS TO BE ADJUSTED TO FINAL FINISHED GRADE. 5.A SEPARATE SEWER SERVICE 16" MINJ SHALL BE PROVIDED TO THE RIGHT-OF-WAY FOR EACH LOT BEING SERVED,AN "S" SHALL BE ETCHED INTO THE CURB DIRECTLY OVER EACH SERVICE LINE OR IN THE STREET SIDE OF A SIDEWALK IN LINE WITH THE CLEANOUT. 6.GRAVITY SEWER TO BE GREEN IN COLOR 7.NEW GRAVITY SEWER SYSTEM SHALL BE PLUGGED AT NEAREST EXISTING DOWNSTREAM MANHOLE AND SHALL NOT BE REMOVED WITHOUT AUTHORIZATION FROM THE UTILITY COMPANY,EXISTING MANHOLES TO BE COREBORED AND ARRANGEMENTS MADE TO BE REFURBISHED WITH COMPATIBLE MATERIALS IF THE EXISTING MANHOLE IS ALLOWED TO BE USED. 8.FINISHED FLOOR ELEVATIONS SHALL BE GREATER (HIGHER) THAN THE ELEVATION OF THE MANHOLE NEAREST THE SERVICE LATERAL IN ORDER TO AVOID A POTENTIAL BACKUP OF SEWAGE IN THE HOUSE OR BUILDING. 9.FORCE MAIN MUST PASS A PRESSURE TEST PRIOR TO ACCEPTANCE OF THE SYSTEM.THE PRESSURE TEST SHALL COMPLY WITH AWWA C-600 SECTION 41 STANDARD FOR HYDROSTATIC TESTING.PRESSURE TEST MUST BE WITNESSED AND APPROVED BY AN AUTHORIZED UTILITY COMPANY REPRESENTATIVE. 10.ALL GRAVITY SEWER PIPE TO A 10 FOOT DEPTH OF COVER SHALL BE SDR-26 PVC PIPE (MINIMUM).GRAVITY SEWER PIPE WITH COVER OF 15 FEET (AND IN EASEMENTS) AND GREATER SHALL BE C900 - DR18. JOINT SHALL BE OF THE BELL AND SPIGOT TYPE AND MEET THE REQUIREMENTS OF THE PIPE REFERRED BEING USED. 11.WHEN A PROPERTY LINE CAN NOT BE DEFINED,THE SEWER CLEANOUT SHALL BE PLACED IN AN UNPAVED AREA AT A DISTANCE NO GREATER THAN 30 FEET FROM THE SEWER MAIN. 12.(NOTE) DR-18 TO BE USED ON SEWER LINE CROSSING WHERE STORM DRAIN IS WITHIN 24 INCHES ABOVE GRAVITY ALSO JOINT TO BE CENTERED AT CROSSING 13.ALL MANHOLES TO HAVE MINIMUM 24" HINGED RING AND COVER EAST JORDAN OR APPROVED EQUIVALENT 14.SEWER PLUGS USED DURING THE CONSTRUCTION OR CONNECTION TO A SYSTEM SHALL HAVE THE CONTRACTOR'S NAME PERMANENTLY STAMPED. 15.THE MANHOLE LINER SHALL BE SPECTRA SHIELD OR APPROVED EQUIVALENT. 16.IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REQUIREMENTS,LEAKAGE TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF THE SEWER SYSTEM.TESTING MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING.TEST METHODS SHALL TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS DURING THE TEST AND ANTICIPATED DURING THE DESIGNED LIFE OF THE SEWER.NO LEAKAGE ALLOWED IN SYSTEM. 17.RESTRAINT JOINTS TO BE USED THROUGHOUT ON FORCE MAIN 18. ALL FORCE MAIN TO BE PVC (DR-18)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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WETLAND BUFFER TABLE		
	AVERAGE WIDTH (FT)	AREA (SF)
BUFFER REQUIRED	25.0	33,697
BUFFER PROVIDED	25.0	33,697

NOTES:
30 SINGLE FAMILY LOTS
ALL LOTS MINIMUM 75' WIDE X 110' DEEP
GUM STREET RIGHT OF WAY TO BE VACATED
NO WETLANDS ON DEVELOPED PORTION OF SITE

K

J

I

H

G

F

E

D

C

B

A

No.

By

Date

Revision

Scale: 1" = 60'

Project Mgr: NG

Designed by: NG

Drawn by: BM

QAQC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A⁺

GILLETTE & ASSOCIATES, INC.

20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034

PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

LOT LAYOUT PLAN

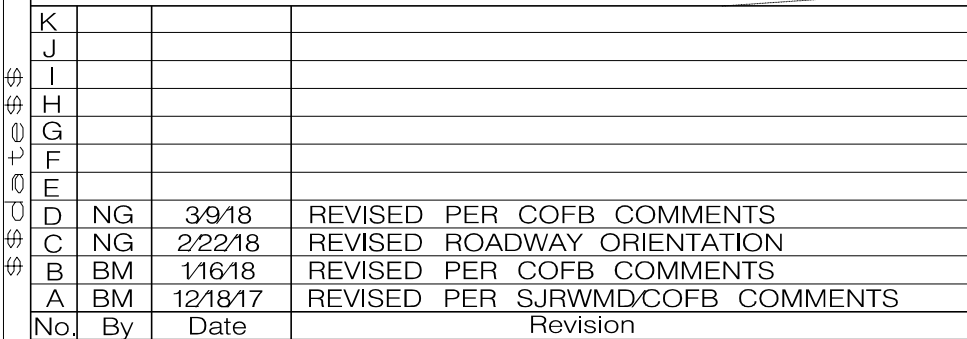
Registered Professional

SHEET NO.
LLP-1

4 of 15

Issue Date
March 9, 2018

Project No.
17-10.27



Scale: 1" = 60'	
Project Mgr: NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Designed by: NG	
Drawn by: BM	Certificate of Authorization No. 9332
QA/QC: AG	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

AMELIA BLUFF LLC

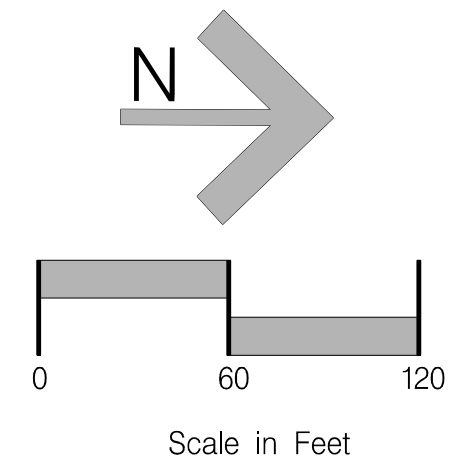
Registered Professional

SHEET NO.
DR-1

5 of 15

Issue Date
March 9, 2018

Project No.
17-10.27

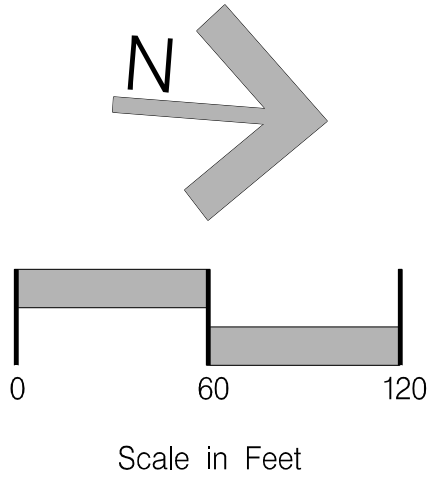


NOTE:
ALL FINISHED FLOOR ELEVATIONS LISTED
ARE FOR THE LOWEST FLOOR OF THE
STRUCTURE. THIS MAY INCLUDE THE
GARAGE IF IT IS ENCLOSED.

* SEE SHEET DT-1 FOR DETAILS FOR
STRUCTURES S-DROP 1 & S-DROP 2

	NAME	TYPE	TOP/ INLET ELEV.	INVERT ELEVATION			
				N	S	E	W
	S-1	CURB INLET	12.68	9.08	—	—	—
	S-2	CURB INLET	12.68	—	9.04	9.04	—
	S-3	MANHOLE	11.82	9.09	—	—	8.59
	S-4	CURB INLET	11.67	—	8.01	6.51	—
	S-5	TYPE C INLET	10.00	—	—	—	6.46
	S-6	CURB INLET	18.09	14.74	—	—	—
	S-7	CURB INLET	18.09	—	14.69	12.44	—
	S-8	CURB INLET	15.26	11.89	11.64	—	—
	S-9	CURB INLET	15.26	11.54	11.04	—	11.53
	S-10	MANHOLE	13.84	10.87	—	8.12	—
	S-11	TYPE C INLET	11.50	—	—	—	7.97
	S-12	CURB INLET	15.26	—	11.91	—	—
	S-13	CURB INLET	15.26	11.84	—	11.59	—
	S-14	MES	—	—	—	—	—
	S-15	MES	—	—	—	—	—
K	S-DROP 1	DROP STR	11.83	—	—	8.50	—
	S-OUT 1	MES	—	—	—	—	4.00
K	S-DROP 2	DROP STR	13.85	—	—	10.50	—
	S-OUT 2	MES	—	—	—	—	7.00

PIPE TABLE 					
NAME	FROM	TO	SIZE	LENGTH	MATERIAL
P-1	S-1	S-2	18"	27'	RCP
P-2	S-2	S-3	18"	307'	RCP
P-3	S-3	S-4	18"	54'	RCP
P-4	S-4	S-5	36"	87'	HDPE
P-6	S-6	S-7	15"	27'	RCP
P-7	S-7	S-8	15"	292'	RCP
P-8	S-8	S-9	18"	68'	RCP
P-9	S-9	S-10	24"	172'	RCP
P-10	S-10	S-11	24"	151'	RCP
P-12	S-12	S-13	15"	40'	RCP
P-13	S-13	S-9	18"	40'	RCP
P-14	POND 1	POND 2	12"	118'	HDPE
P-DROP 1	S-DROP 1	S-OUT 1	15"	52'	HDPE
P-DROP 2	S-DROP 2	S-OUT 2	15"	30'	HDPE



\$\$\$FileNames\$\$\$

NO.	BY	DATE	REVISION
1	NG	3/9/18	REVISED PER COFB COMMENTS
2	NG	2/22/18	REVISED ROADWAY ORIENTATION
3	BM	1/16/18	REVISED PER COFB COMMENTS
4	BM	12/18/17	REVISED PER SJRWDCOFB COMMENTS

Scale: 1" = 60'
Project Mgr: NG
Designed by: NG
Drawn by: BM
QAQC: AG

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
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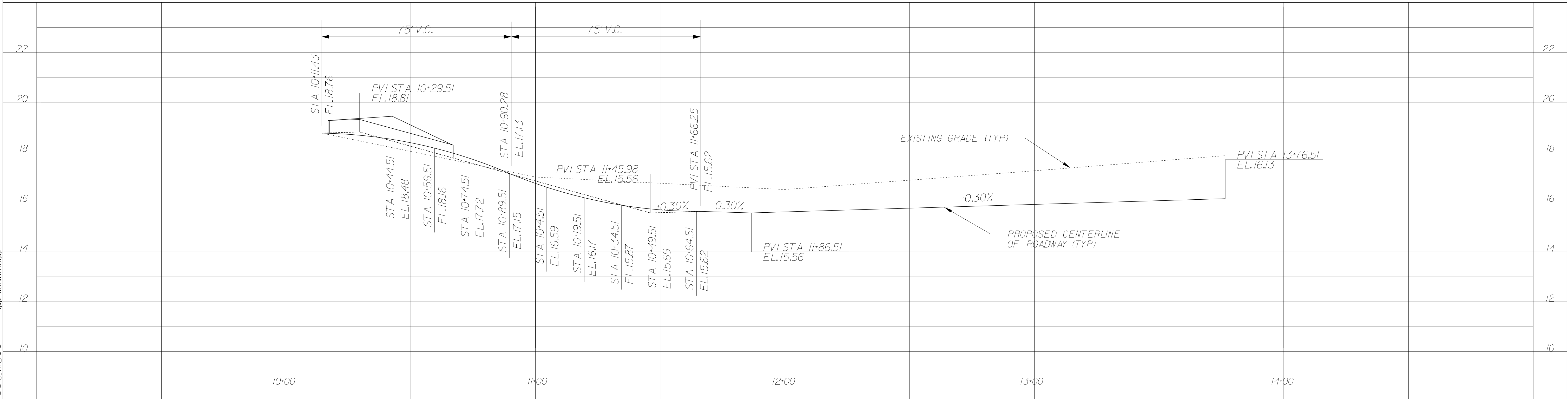
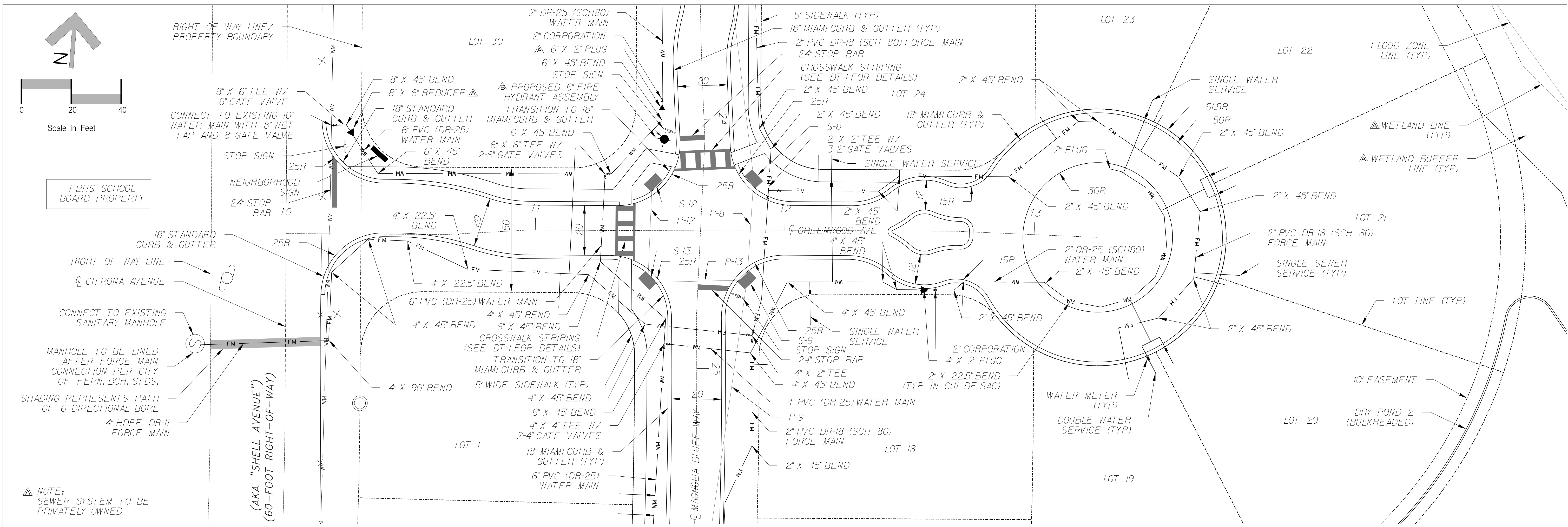
G & A⁺
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

AMELIA BLUFF

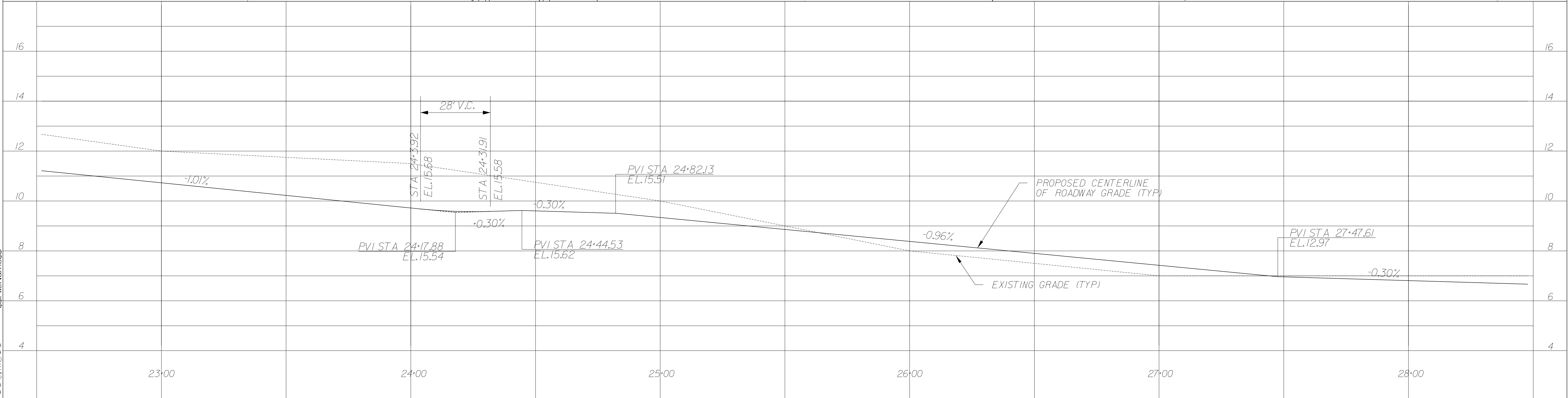
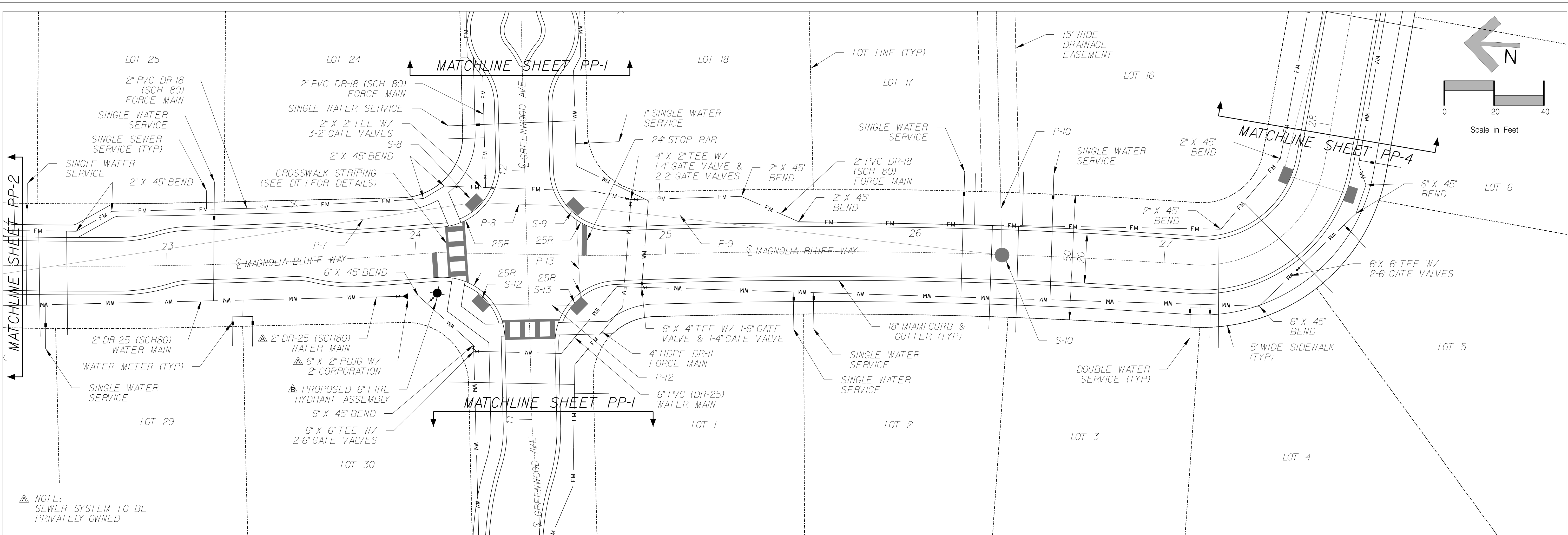
AMELIA BLUFF LLC

PLAN AND PROFILE
SHEET KEY

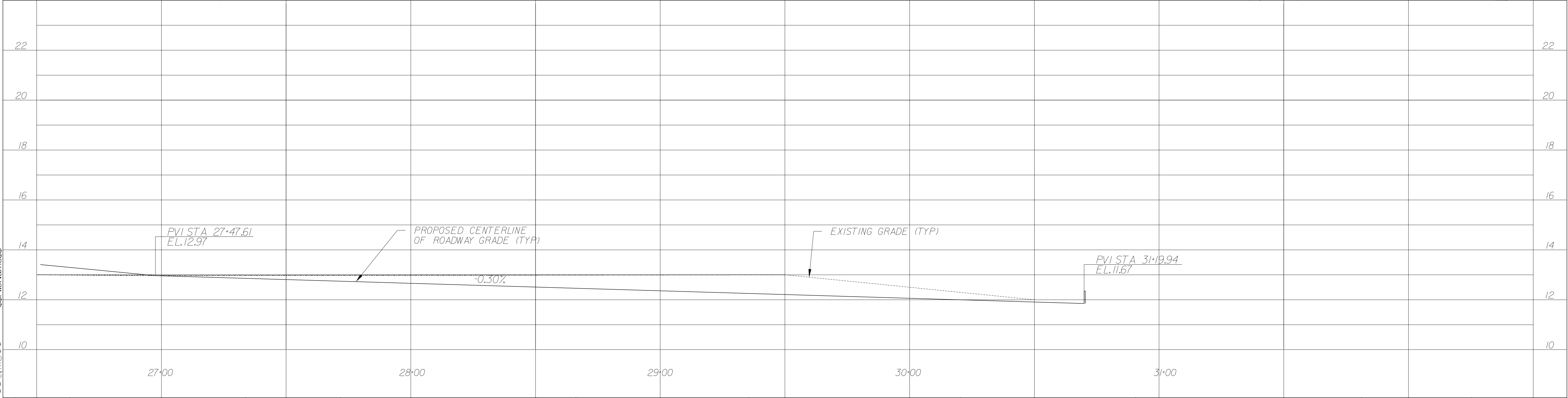
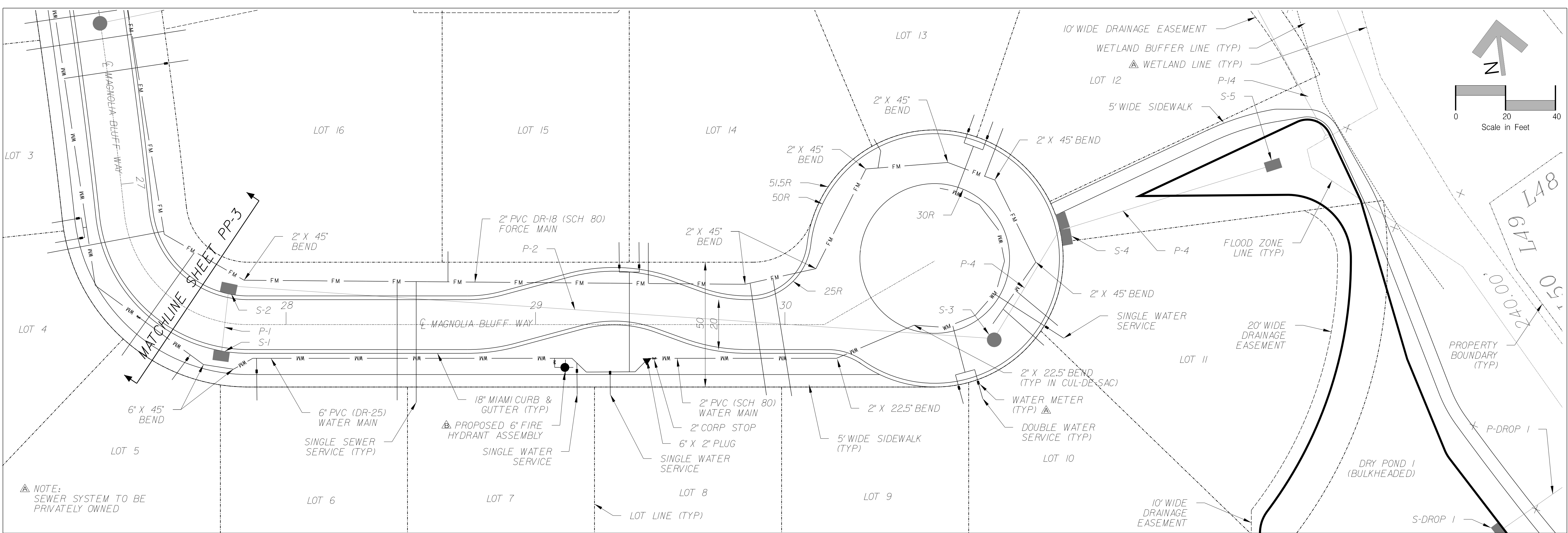
				SHEET NO. KEY-1 7 of 15 Issue Date March 9, 2018 Project No. 17-10.27
				Registered Professional



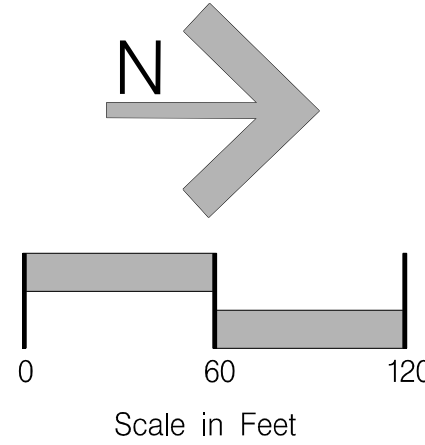
K L J I H G F E D C B A			No.			By			Date			Revision			Scale:			Project Mgr: NG			Designed by: NG			Drawn by: BM			QAQC: AG			Certificate of Authorization No. 9332			DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"			G & A ⁺ GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819			AMELIA BLUFF			AMELIA BLUFF LLC			GREENWOOD AVE PLAN AND PROFILE			Registered Professional			SHEET NO. PP-1 8 of 15 Issue Date March 9, 2018 Project No. 17-10-27		
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SHEET NO. PP-3			10 of 15		
Issue Date			March 9, 2018		
Project No.			17-10.27		
Registered Professional					
Scale: 1" = 20'					
Project Mgr: NG					
Designed by: NG					
Drawn by: BM					
QAQC: AG					
Revision					
No. By Date					
A BM 121817					
D BM 110118					
NG 22218					
NG 3918					
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22' x 34'					
Certificate of Authorization No. 9332					
20 South 4th Street Fernandina Beach, FL 32034					
Gillette & Associates, Inc.					
Project Mgr: NG					
Scale: 1" = 20'					



K J I H G F E D C B A	NG	3918	REVISED PER COFB COMMENTS
	NG	22218	REVISED ROADWAY ORIENTATION
	BM	11618	REVISED PER COFB COMMENTS
	BM	121817	REVISED PER SJRWMDCOFB COMMENTS
	No.	By	Date
Scale: 1" = 20'			
Project Mgr: NG			
Designed by: NG			
Drawn by: BM			
QA/QC: AG			
Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034			
Certificate of Authorization No. 9332			
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"			
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AMELIA BLUFF			
AMELIA BLUFF LLC			
MAGNOLIA WAY PLAN AND PROFILE			
Registered Professional			
SHEET NO. PP-4 11 of 15 Issue Date March 9, 2018 Project No. 17-10.27			



LEGEND

- TREE PROTECTION BARRICADE
- INDICATES TREE TO BE RETAINED
- INDICATES TREE TO BE REMOVED
- INDICATES PROPOSED STREETLIGHT (8)

TREE PROTECTION DETAIL/SILT FENCE

NOTE TO CONTRACTOR :

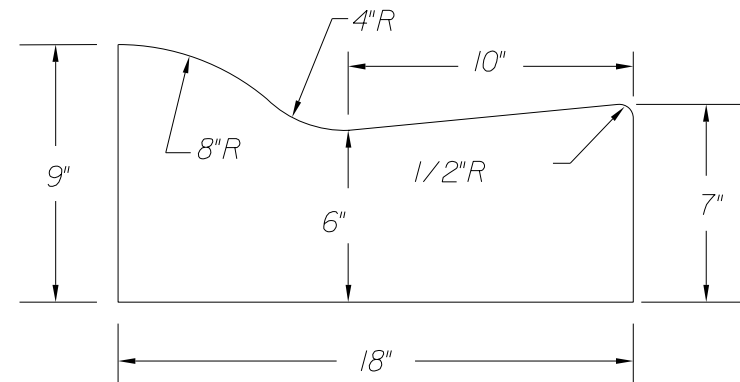
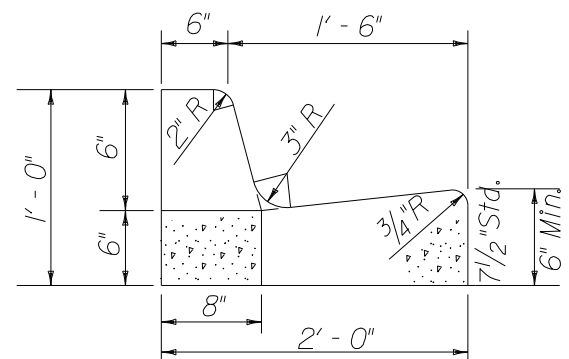
REQUIRED TREE PROTECTION BARRICADES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN TREE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR BUILDING/CLEARING PERMIT REVOCATION AS PROVIDED BY COUNTY ORDINANCE.

NOTE TO CONTRACTOR :

EACH TREE TO BE TREATED WITH 2-4 OZ OF AGRHIZONE (BIORIL.COM) IN A 16% SOLUTION

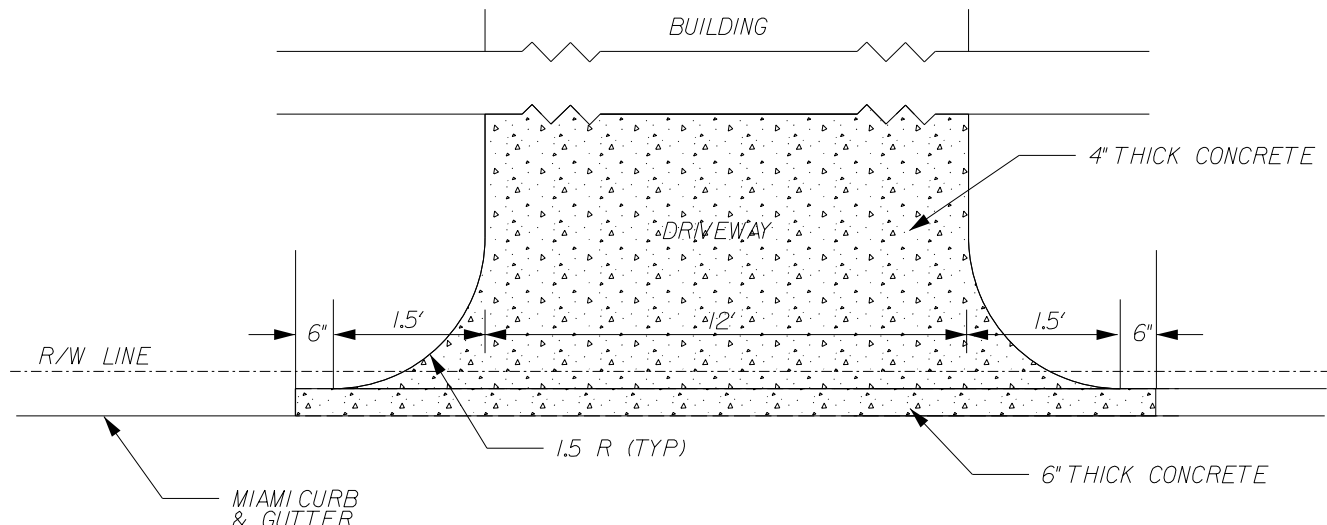
RIGHTS OF WAYS/PONDS/OPEN SPACE AREAS ONLY		
	COUNT	INCHES
	406	4,611
25% REQUIRED RETENTION	N/A	1,153
TOTAL TREES RETAINED:	161	1,191
38" EXCESS TREES RETAINED - NO MITIGATION REQUIRED		

K J I H G F E D C B A No. NG NG BM BM 3918 22218 11618 121817 REVISED PER COFB COMMENTS REVISED ROADWAY ORIENTATION REVISED PER COFB COMMENTS REVISED PER SJRWMD/COFB COMMENTS Scale: 1" = 60' Project Mgr: NG Designed by: NG Drawn by: BM QA/QC: AG Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034 Certificate of Authorization No. 9332 DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34" G & A[±] GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819 AMELIA BLUFF AMELIA BLUFF LLC TREE RETENTION/ REMOVAL PLAN Registered Professional SHEET NO. TREE-1 12 of 15 Issue Date March 9, 2018 Project No. 17-10-27

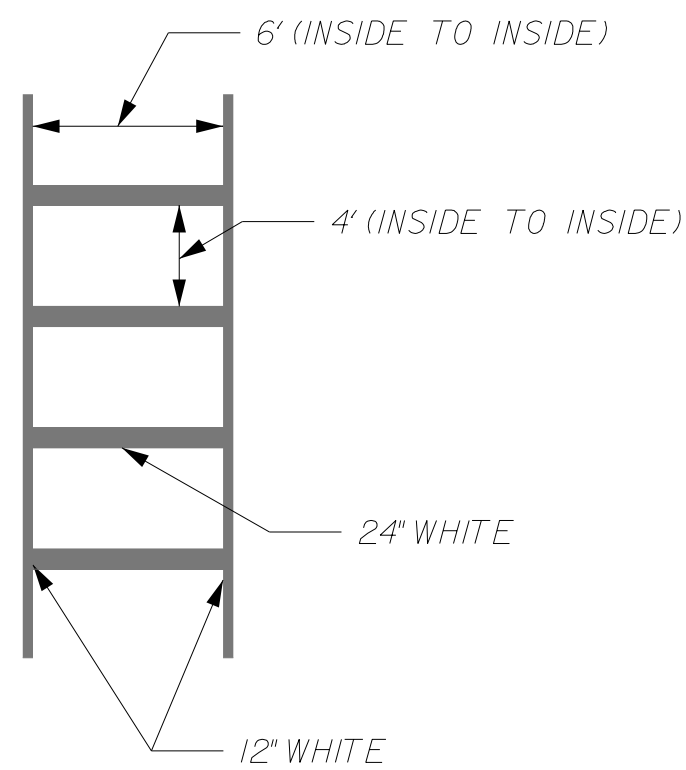
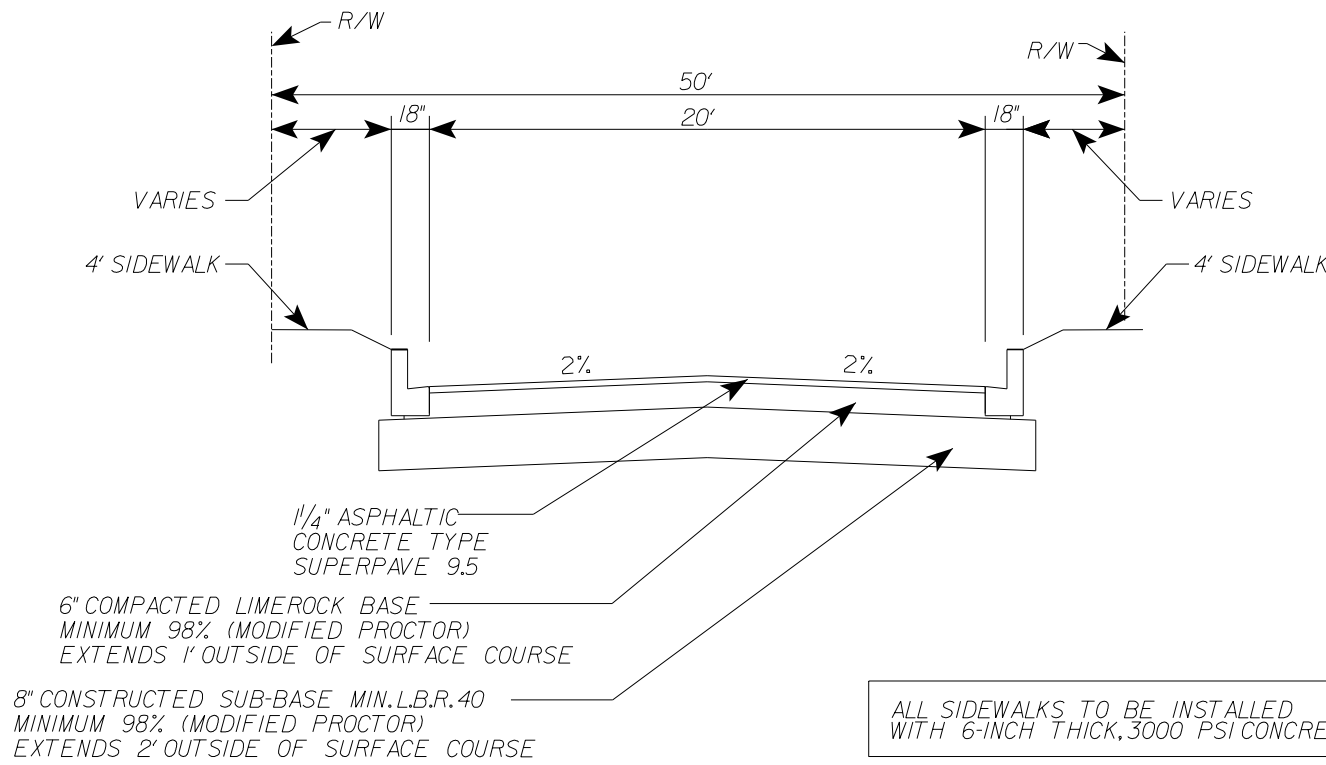


STANDARD CURB & GUTTER

MIAMI CURB & GUTTER

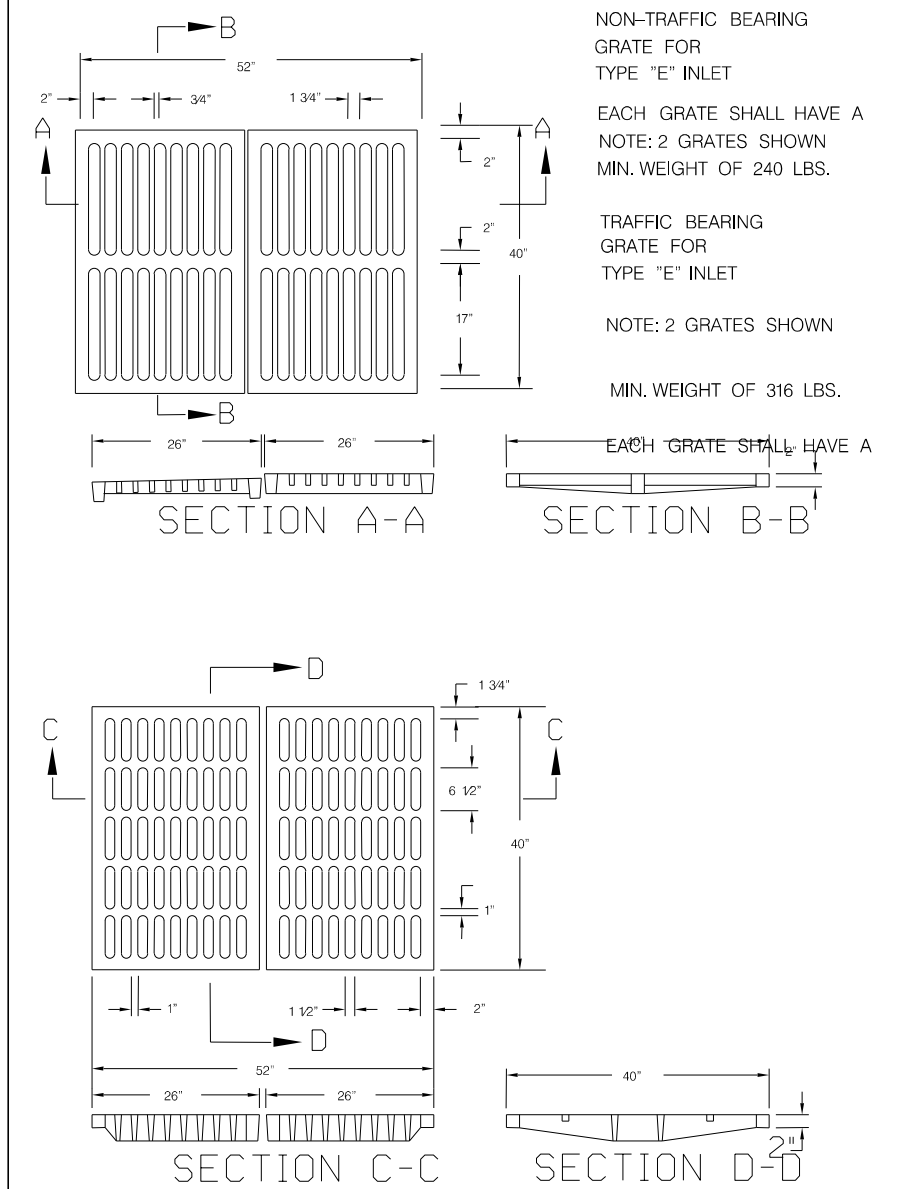


DRIVEWAY CONNECTION DETAIL

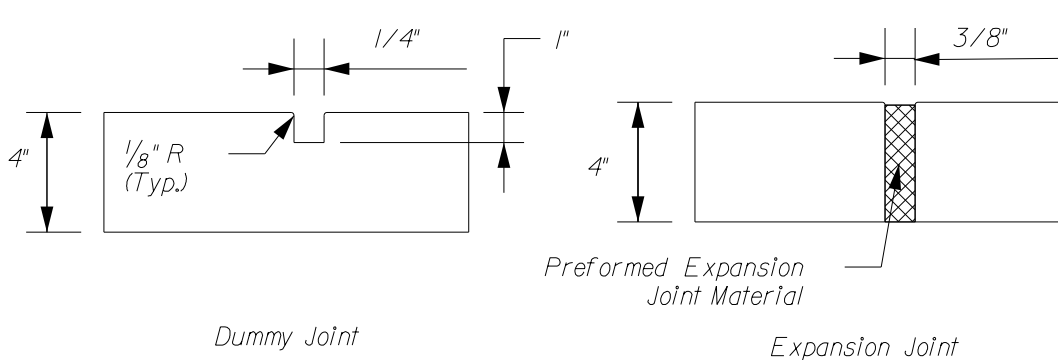
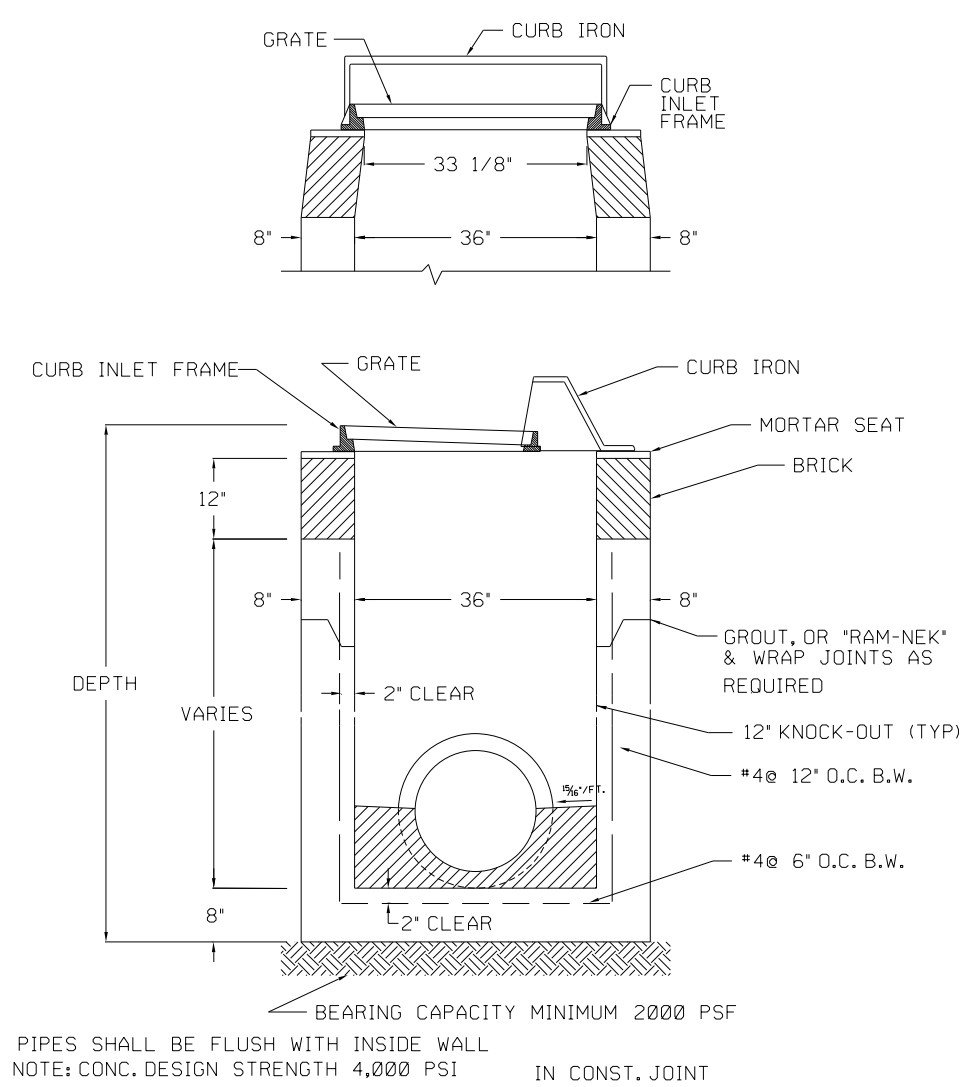
CROSSWALK DETAIL 

NOTES:

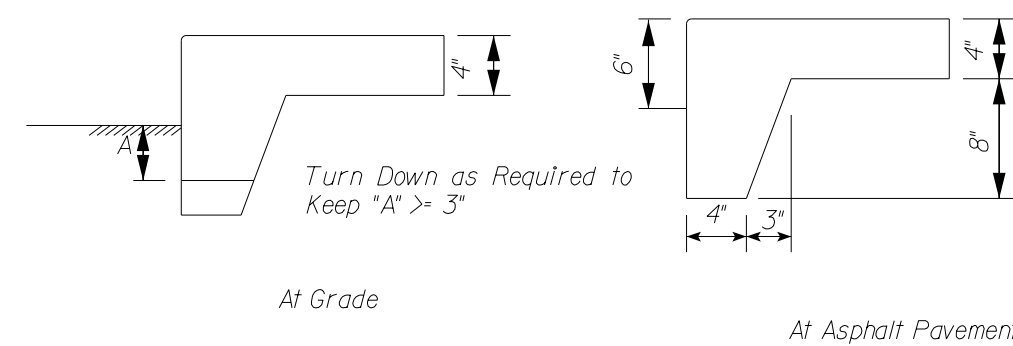
- 1) LOCATION OF SIDEWALK MAY VARY TO AVOID EXISTING TREES
- 2) 16" STRIP OF SOD TO BE ADDED ALONG BOTH SIDES OF STREET ADJACENT TO THE BACK OF CURB
- 3) ALL ROADWAY MARKINGS TO BE THERMOPLASTIC

ROADWAY DESIGN TYPICAL SECTION 

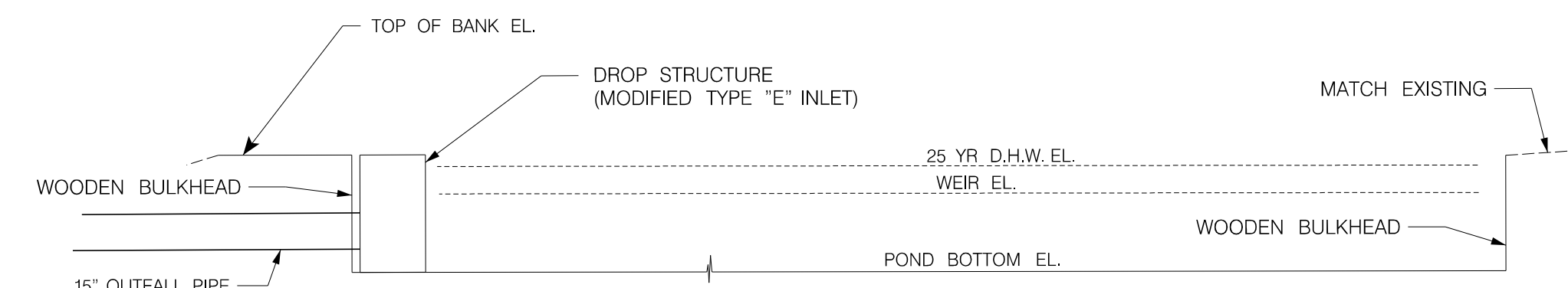
GRATE DETAIL FOR TYPE "E" INLET



SIDEWALK JOINT DETAILS

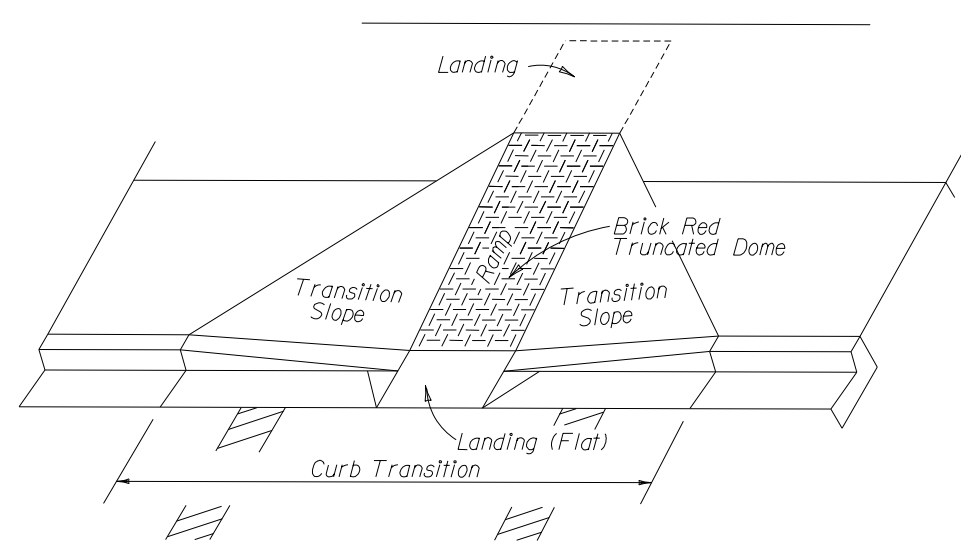


SIDEWALK TURNDOWN DETAILS

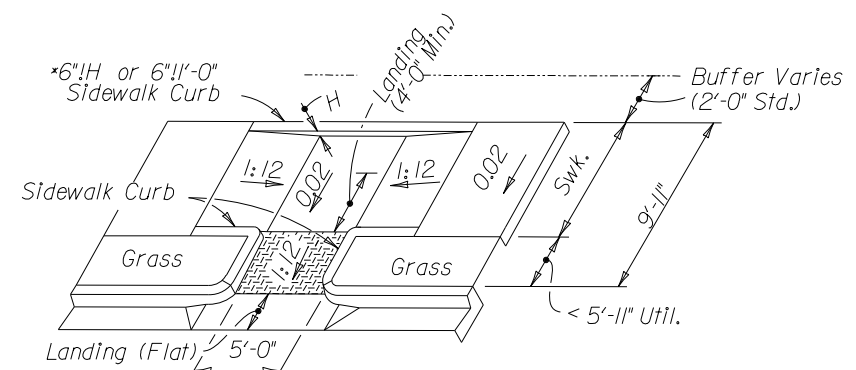


POND	T.O.B. EL.	25 YR D.H.W. EL.	WEIR EL.	WEIR WIDTH	POND BOTTOM EL.
POND 1	12.00	11.91	11.50	10'	10.50
POND 2	12.00	11.91	-	-	10.50

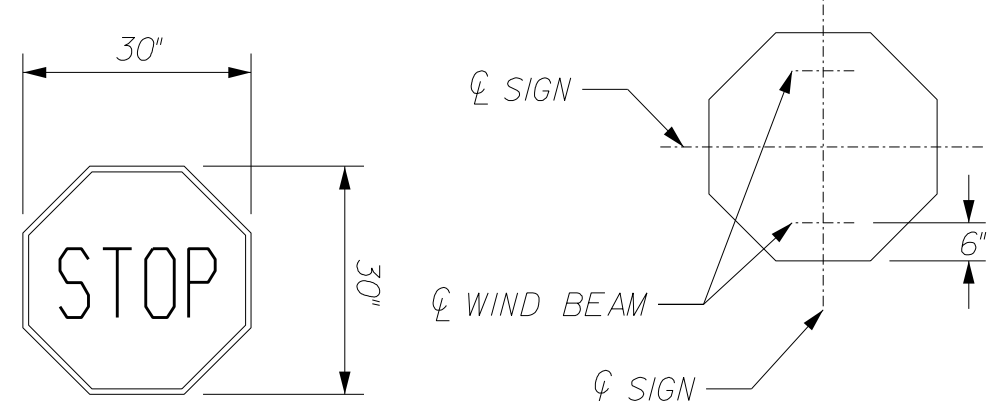
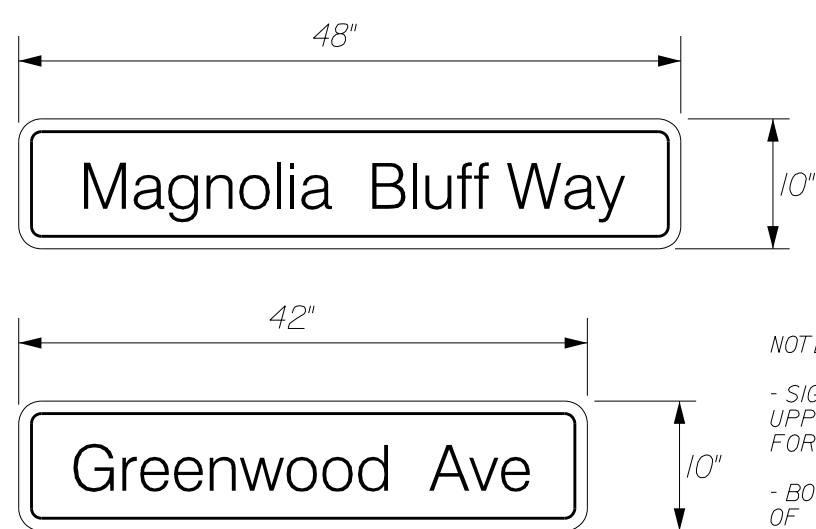
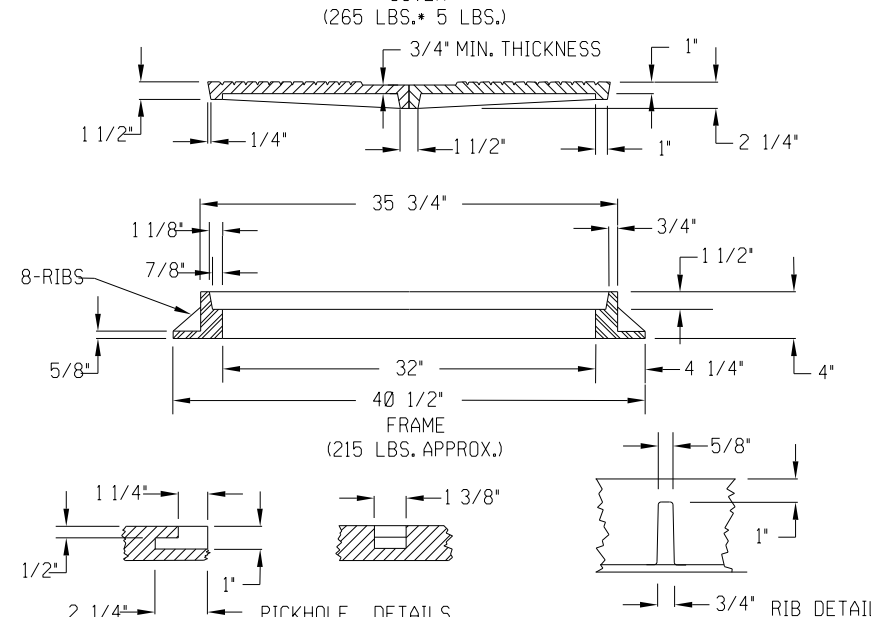
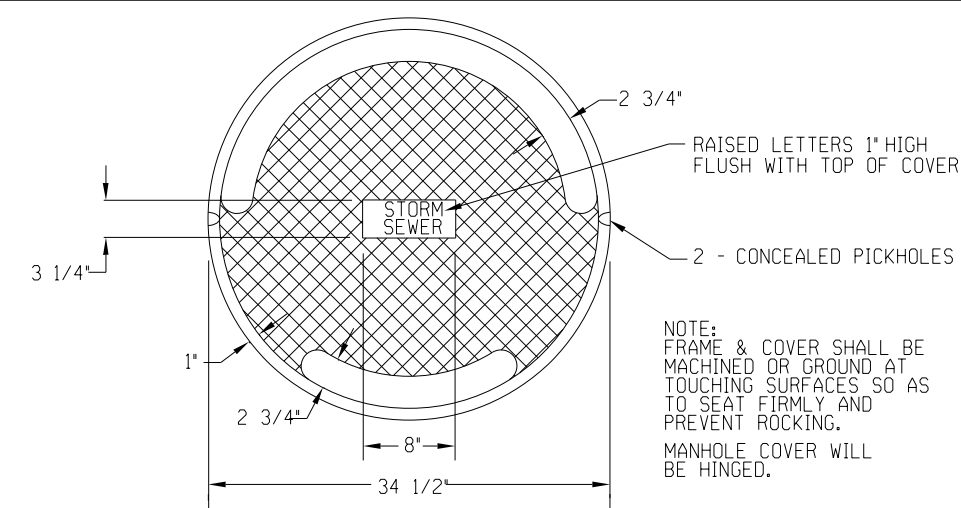
36" CURB INLET



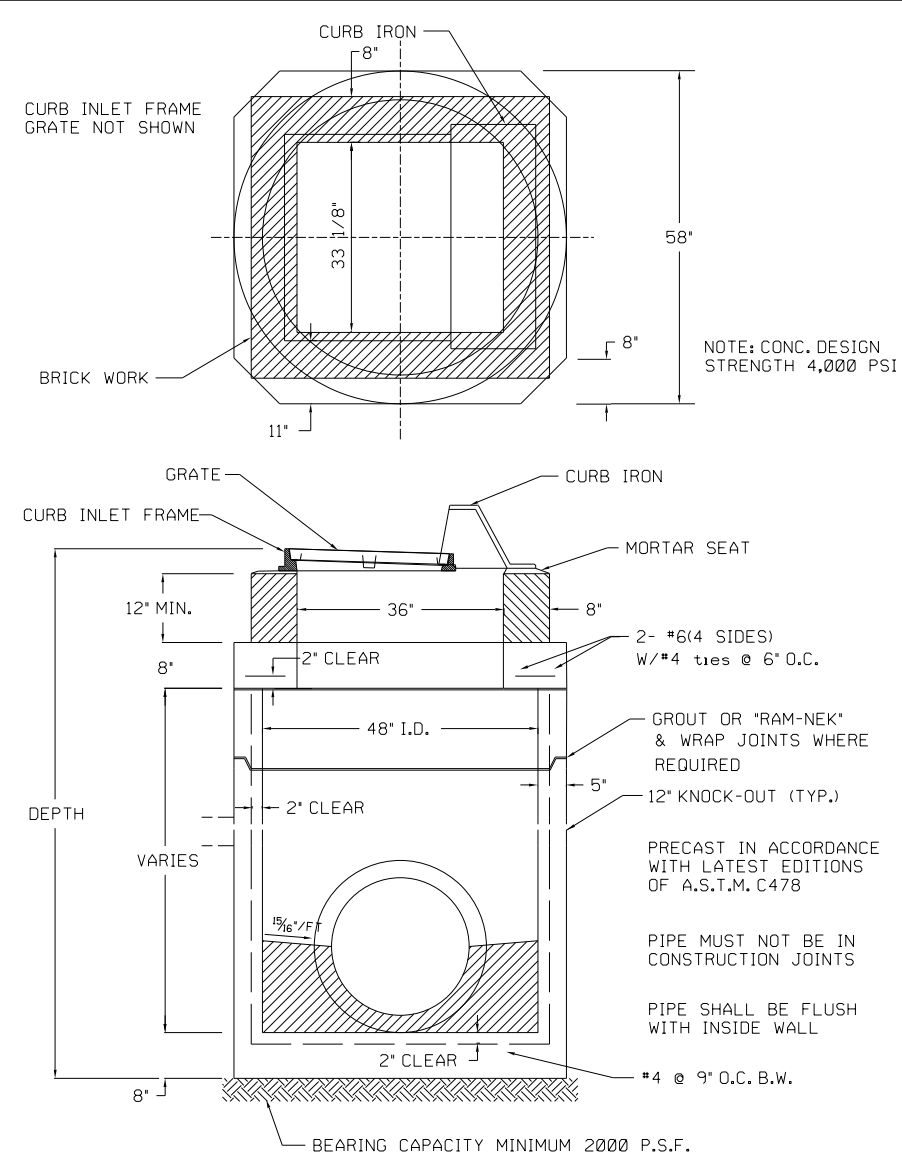
PICTORIAL VIEW



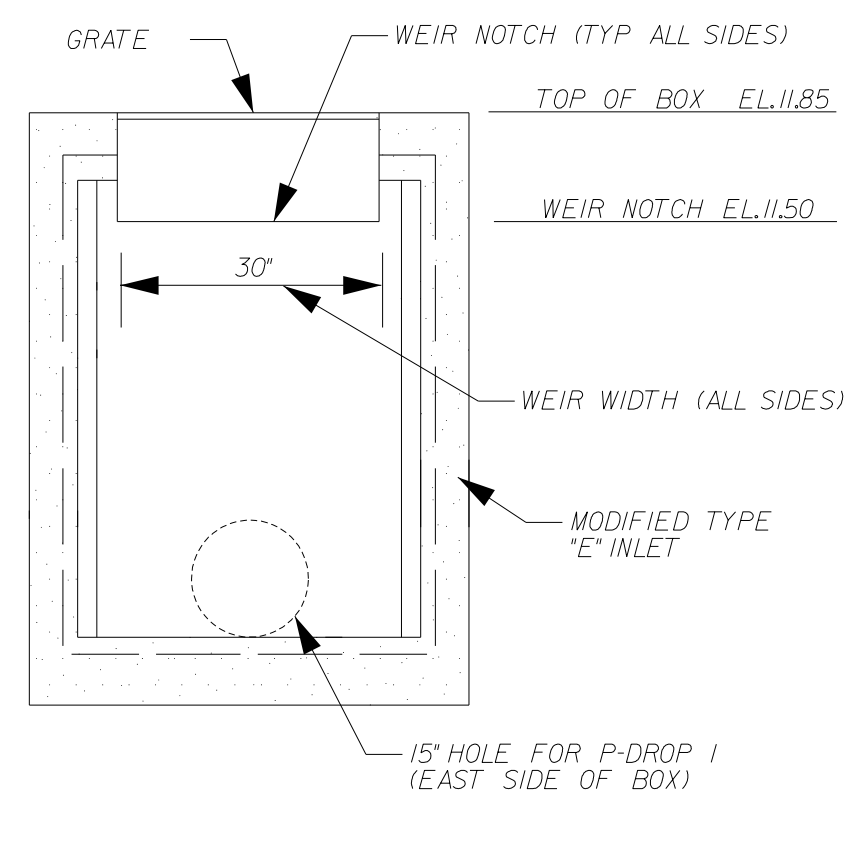
SIDEWALK W/ 5' UTILITY STRIP

STOP SIGN DETAIL STREET NAME SIGN DETAIL 

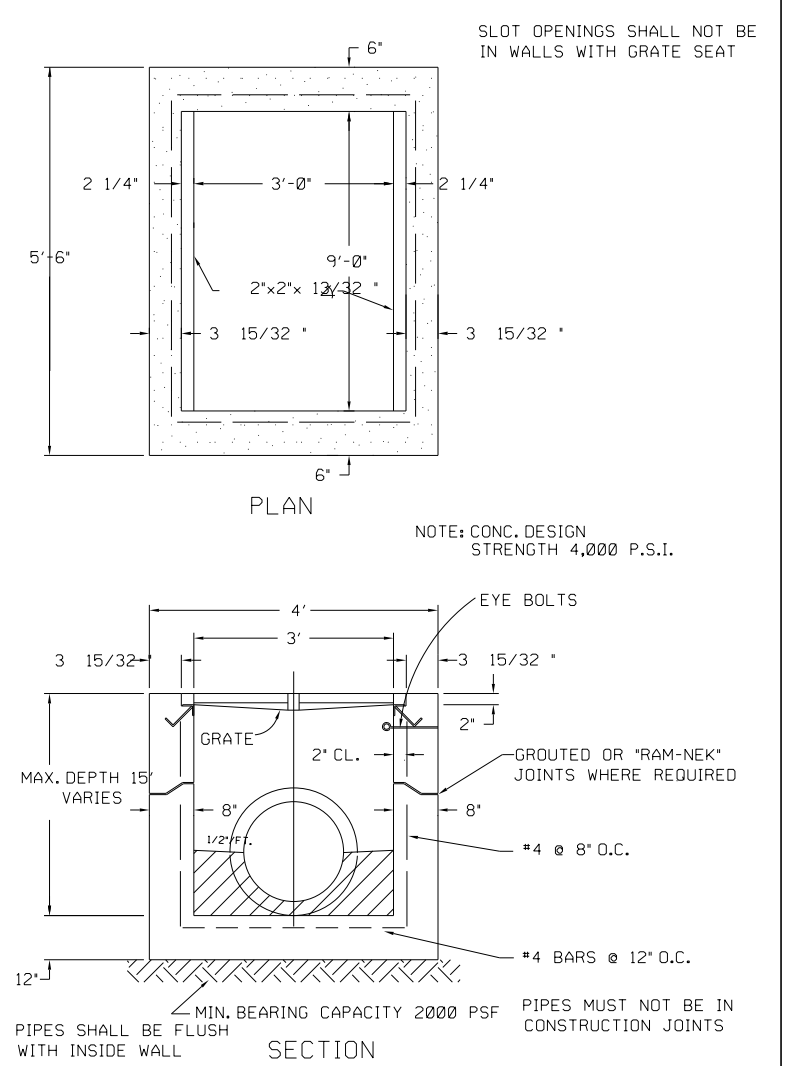
MANHOLE FRAME AND COVER



48" I.D. CURB INLET



STRUCTURE S-DROP 1 DETAIL



DOUBLE STORM SEWER TYPE "E" INLET

[illegible]

G & A
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

MISCELLANEOUS DETAILS

Registered Professional

SHEET NO. DT-1 <u>13</u> of <u>15</u>	
Issue Date	
March 9, 2018	
Project No.	
17-10.27	

35FileNames\$

K			
J			
I			
H			
G			
F			
E			
D	NG	3918	REVISED PER COFB COMMENTS
C	NG	22218	REVISED ROADWAY ORIENTATION
B	BM	11618	REVISED PER COFB COMMENTS
A	BM	121817	REVISED PER SJRWMD COFB COMMENTS
No.	By	Date	Revision

Scale:	NONE
Project Mgr:	NG
Designed by:	NG
Drawn by:	BM
QA/QC:	AG

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FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

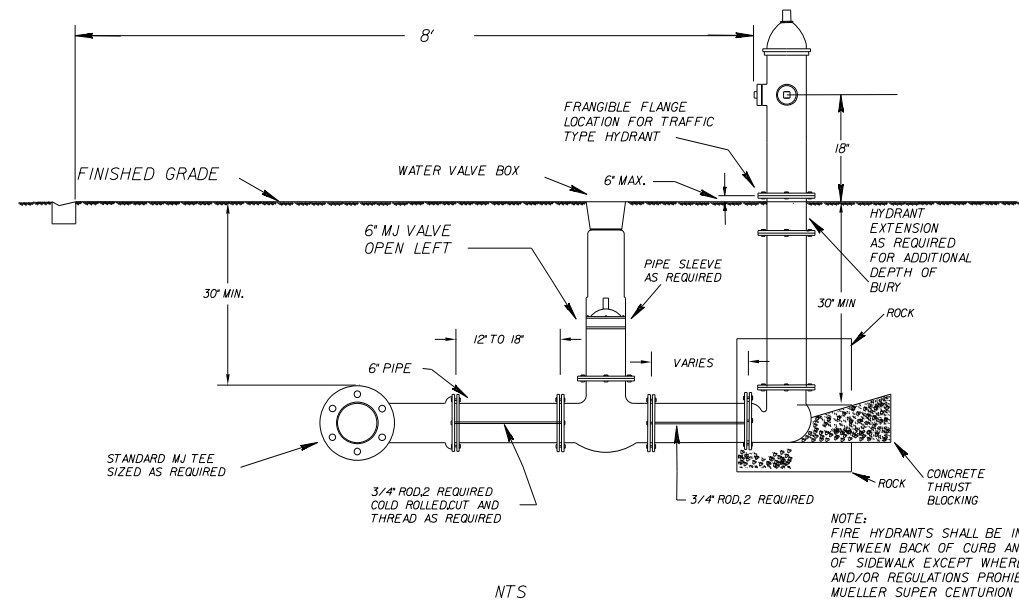
AMELIA BLUFF

AMELIA BLUFF LLC

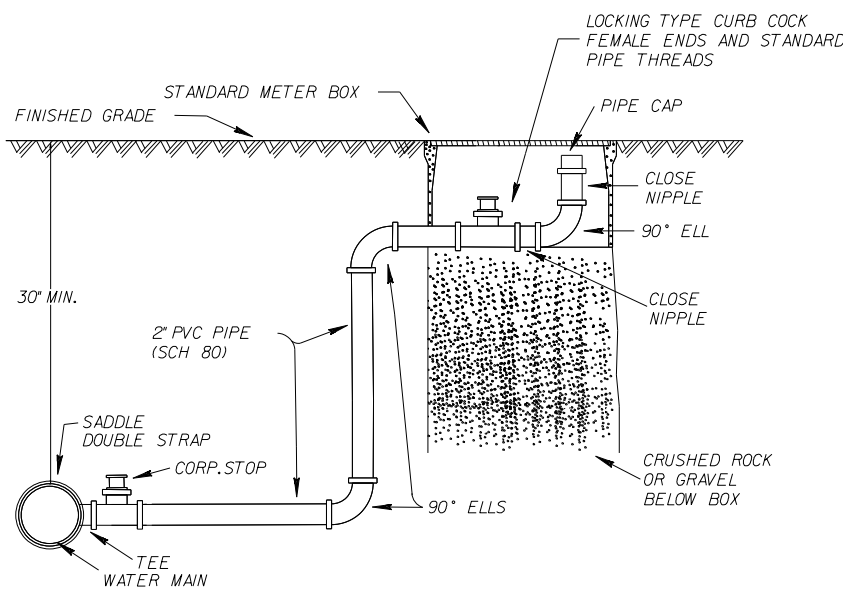
WATER DETAILS

Registered Professional

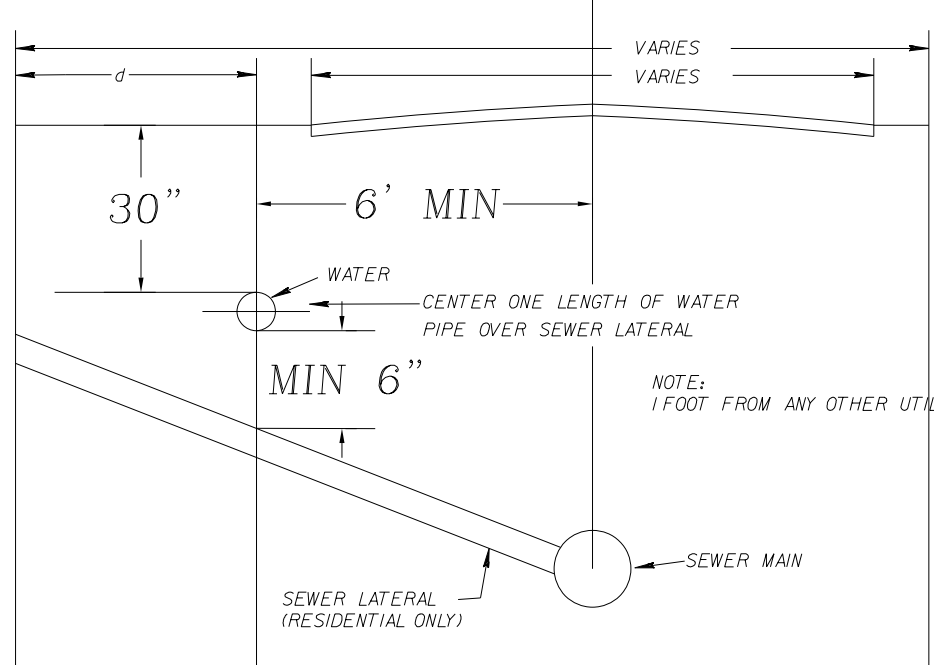
SHEET NO.
DT-2
14 of 15
Issue Date
March 9, 2018
Project No.
17-10.27



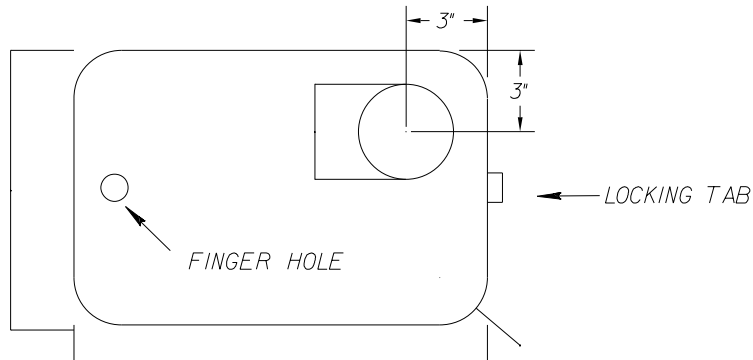
HYDRANT INSTALLATION WITH TIE RODS



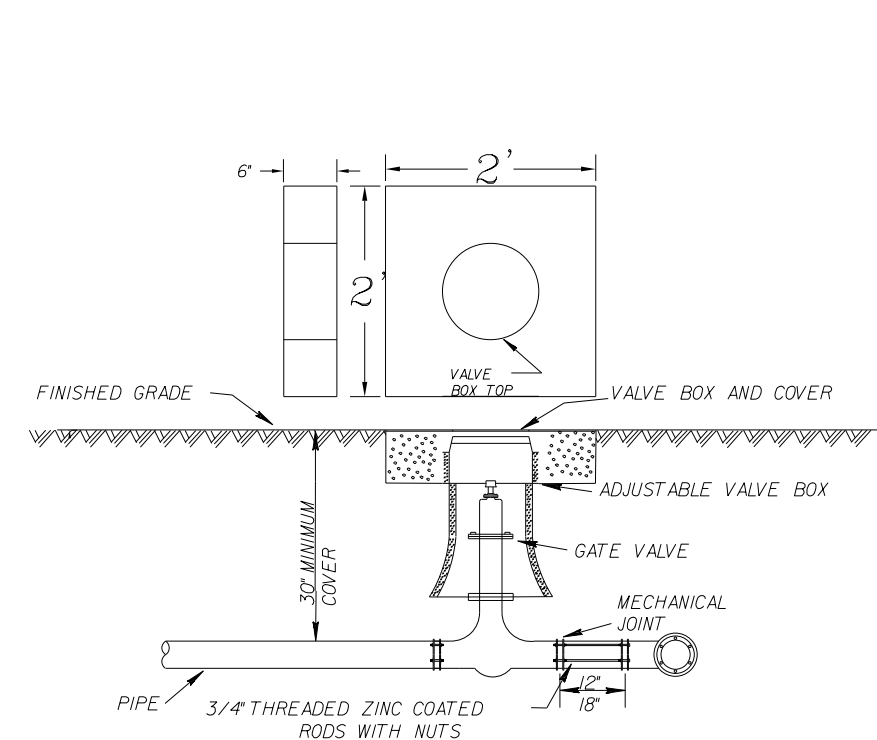
FLUSHING VALVE



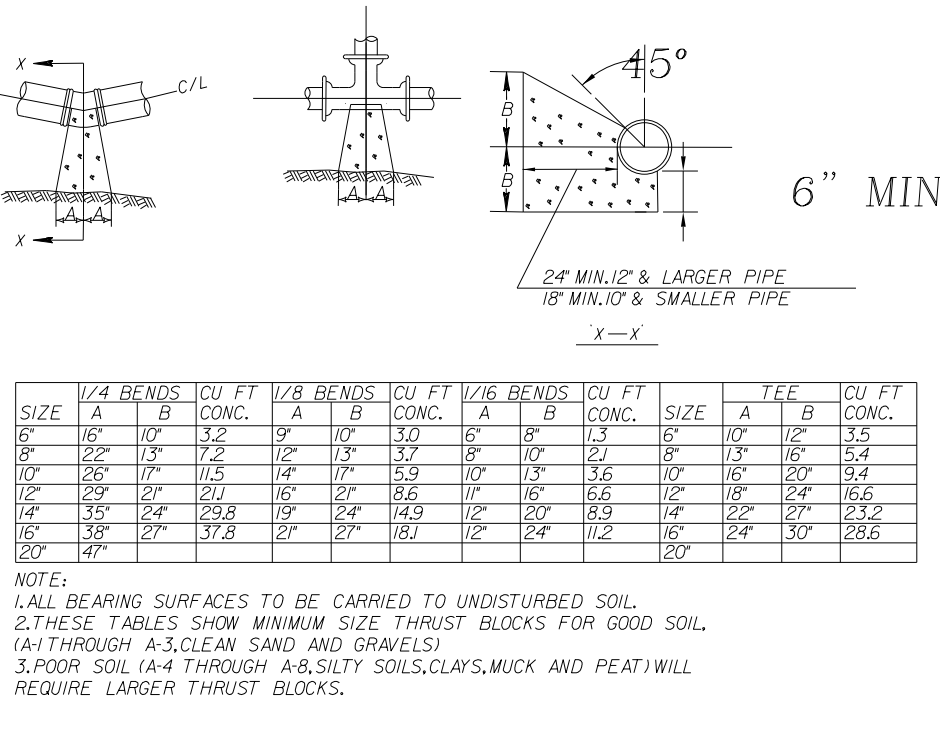
HORIZONTAL AND VERTICAL CLEARANCES
BETWEEN WATER AND SEWER MAINS



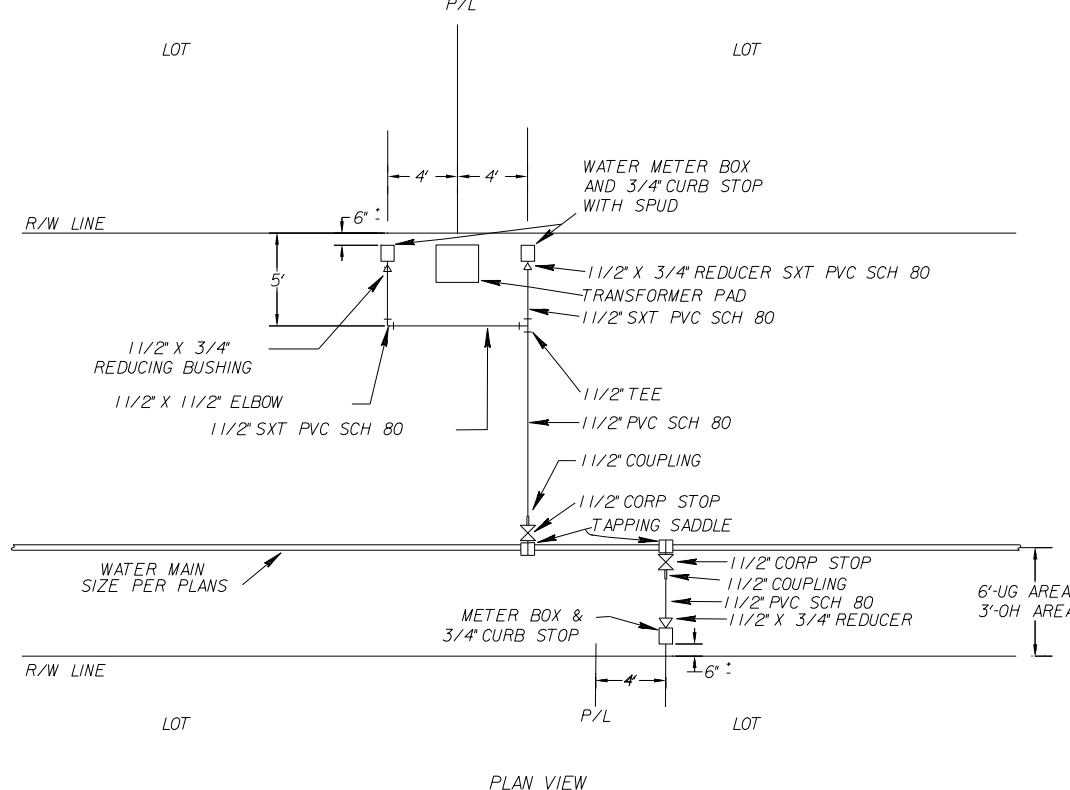
TOUCH READ COVER FOR PLASTIC METER BOX



GATE VALVE & BOX DETAIL



THRUST BLOCKS FOR BENDS & TEE'S

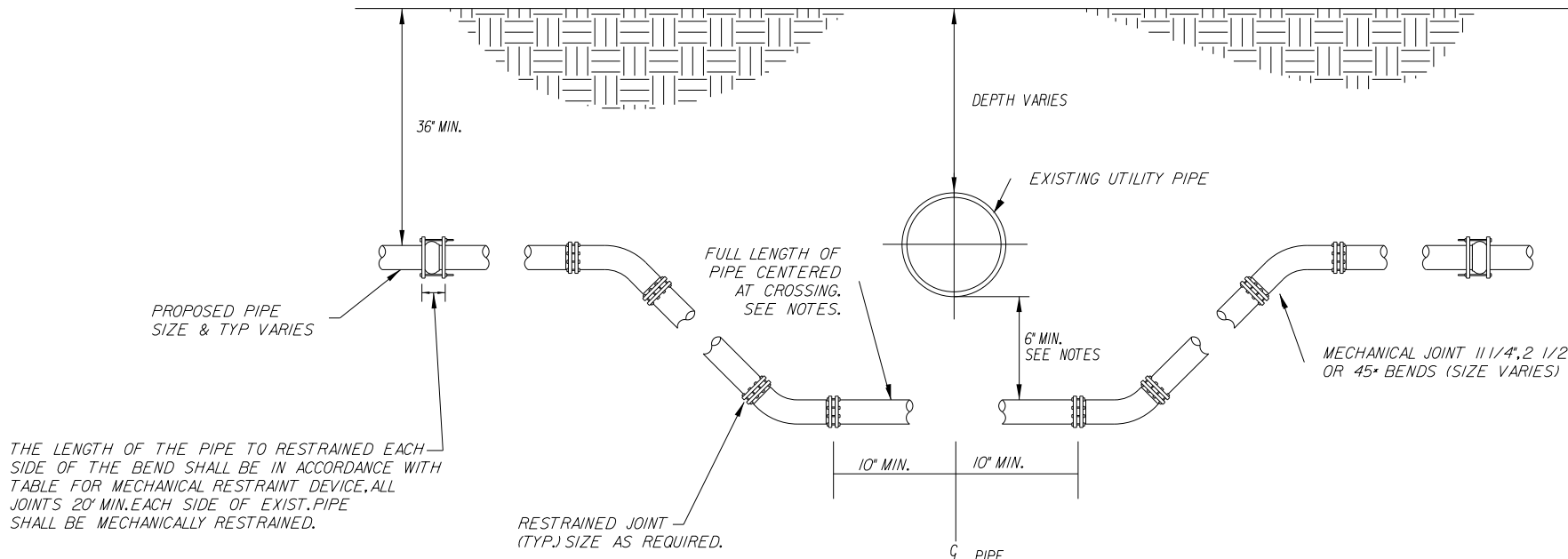


STATE ROAD-11/2" CARRIER PIPE-4" BLACK IRON
CASING FOR JACK AND BORE INSTALLATION.
COUNTY AND CITY-11/2" CARRIER PIPE-3" PVC
CASING FOR JACK AND BORE INSTALLATION.

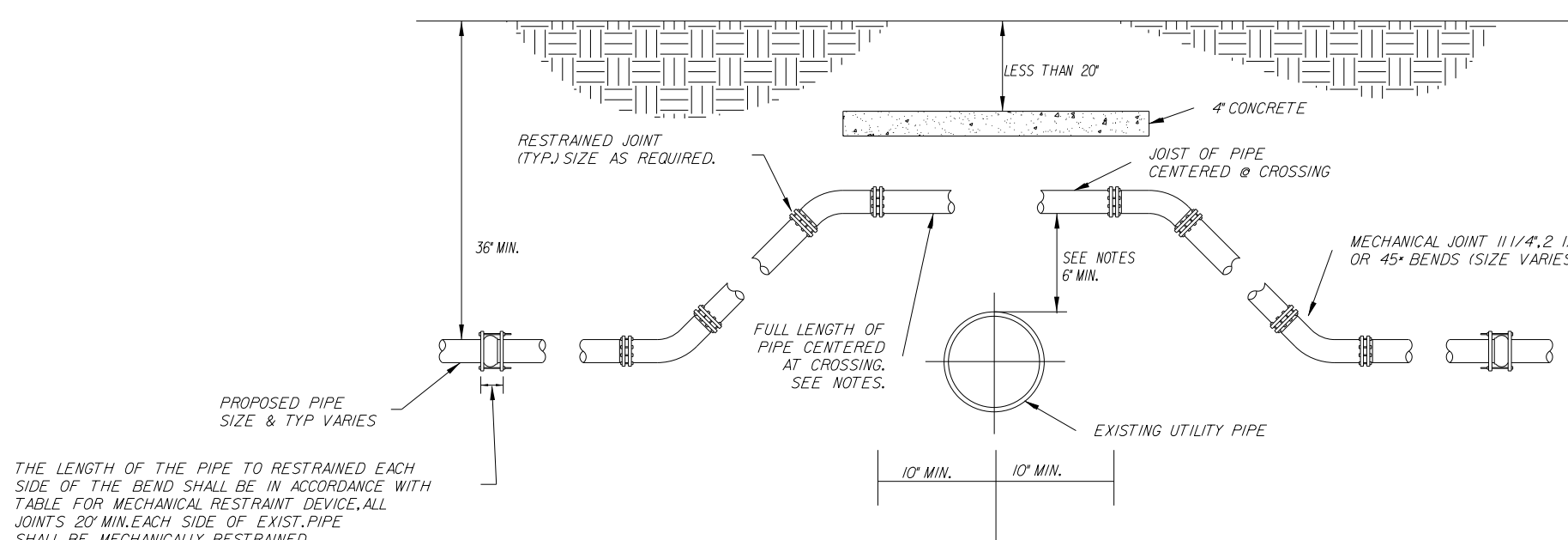
TYPICAL WATER SERVICE LOCATIONS

WHITE PVC DR 25 C900 PIPE FOR ALL 4", 6", 8", 10" AND 12" MAINS
*10' OF SOLID TRACING WIRE TO BE INSTALLED ON TOP OF MAIN TAPED EVERY TEN FEET
PIPE LETTERING TO BE AT TOP OF PIPE WITH EDGE OF JOINT LINE VISIBLE AT BELL

TRENCH DETAILS



UTILITY CONFLICT DETAIL "B"



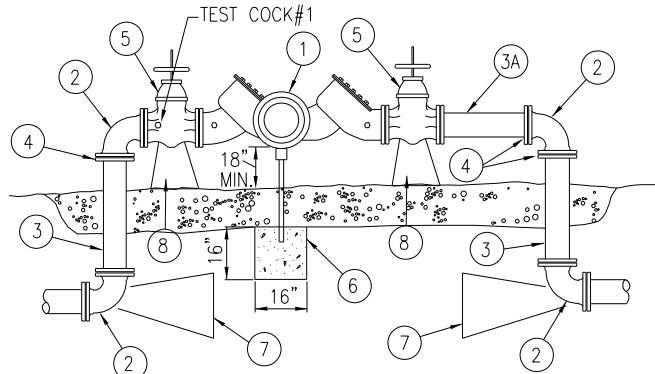
UTILITY CONFLICT DETAIL "A"

PIPE SIZE	11	1 1/4	22	1/2	45	90	TEE	VALVE	CAP	REDUCER
4	2	4	7	18	20	39	39	N/A		
6	2	5	10	25	20	55	55	28		
8	3	6	13	32	20	72	72	30		
10	4	8	16	38	20	86	86	29		
12	4	9	19	45	20	102	102	50		
16	6	11	23	57	20	131	131	30		

BELL RESTRAINT REQUIREMENTS

ITEM	QUANT.	DESCRIPTION
1	1	2.5"-10" VALVE, DOUBLE CHECK OR REDUCED PRESSURE
2	4	2.5"-10" BEND - 90° F-F
3	2	2.5"-10" D.I.P. (48" LONG) F-PE
3A	1	2.5"-10" D.I.P. (24" LONG) F-PE (OPT.X)
4	3	2.5"-10" FLANGE, D.I.P.
5	2	2.5"-10" VALVE, GATE, D.I., F-F, OS+Y (RESILIENT SEAT)
6	1	2" IRON PIPE/CONCRETE FOUNDATION
7	2	THRUST BLOCK
8	2	SUPPORT BLOCKING UNDER VALVES (6" AND LARGER SIZES)

LARGE WATER SERVICE
DOUBLE CHECK AND REDUCED PRESSURE
BACKFLOW PREVENTION
SINGLE SERVICE: 2 1/2" - 10"



N.T.S.

BACKFLOW PREVENTER

CONTRACTORS ARE REQUIRED TO PAINT NEW HYDRANTS SAFETY YELLOW AND MARK HYDRANTS. THE TOPS AND NOZZLE CAPS SHALL BE PAINTED WITH THE FOLLOWING CAPACITY INDICATOR COLOR SCHEME:
BLUE (SW4079) 1500GPM AND HIGHER
GREEN (SW4085) 1000-1499 GPM
ORANGE (SW4083) 500-999 GPM
RED (SW4081) LESS THAN 500 GPM

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

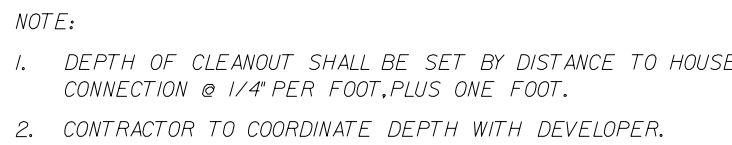
IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 AND RULE 62-555.345, F.A.C.

ALL WATER MAINS WILL BE CONSTRUCTED WITH BLUE C900-DR25 PIPE
ALL WATER SERVICES WILL CONSTRUCTED WITH WHITE PVC SCHEDULE 80 PIPE. BLUE SPRAY PAINT WILL BE APPLIED TO THE TOP SURFACE.
JOINT RESTRAINERS MAY BE USED IN PLACE OF THRUST BLOCKS ON C900, DR25 PIPE, WITH APPROVAL OF THE CITY UTILITIES DEPARTMENT.



WATER SPECIFICATIONS

SCALE: N.T.S.	CITY OF FERNANDINA BEACH
DATE: 2/25/99	FERNANDINA BEACH, FLORIDA 32034
DRAWN BY: VLT	
REVISED BY: JMM	
DATE: 6/20/06	



6" PVC
MIN. S=0.006

R/W

CLEANOUT

FROM HOUSE
(SEE NOTE #3)

4'-0"

TERMINATE SEWER SERVICE
INSIDE PROPERTY LINE W/ R/W
CLEANOUT

-

- ## DRAIN CONFLICT



- NOTES:**
1. IF EXISTING CONFLICT PIPE IS A WATER OR RECLAIMED WATER MAIN, 12-INCHES OF SEPARATION IS REQUIRED, A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
 2. FOR OTHER LOCATION LIMITATIONS SEE DETAIL (S-26 & S-27).
 3. LOCATING WIRE REQUIRED: SEE DETAIL S-49.
 4. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 30" (MIN) IN UNPAVED AREAS, 36" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60" UNLESS PRE-APPROVED BY EA. THE COVER FOR PIPING 24" SIZE AND LARGER SHALL BE 36" (MIN) IN PAVED AND UNPAVED AREAS AND A MAXIMUM COVER OF 84" UNLESS APPROVED BY EA.
 5. THE SOLS BETWEEN THE MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST ASTM D 1557.

NOTE:
ANGLE BETWEEN INFLUENT FORCE
MAIN AND GRAVITY EFFLUENT PIPE
SHALL BE BETWEEN 135° - 225° UNLESS
APPROVED OTHERWISE BY JEA.

Diagram illustrating the connection between a Force Main (Influent) and a Gravity Effluent pipe. The diagram shows a cross-section of a manhole structure. The Force Main (Influent) is shown entering from the top right, and the Gravity Effluent pipe is shown exiting from the bottom left. The angle between the two pipes is specified as 135° to 225° unless approved otherwise by JEA. The diagram also shows the concrete structure of the manhole and the flow paths.

CASE "B" CROSSING

- NOTES:**
1. IF EXISTING CONDUIT PIPE IS A WATER OR RECLAIMED WATER MAIN, 12-INCHES OF SEPARATION IS REQUIRED A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
 2. FOR OTHER LOCATION LIMITATIONS SEE DETAIL (S-26 & S-27).
 3. LOCATING WIRE REQUIRED; SEE DETAIL S-49.
 4. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 30" (MIN) IN UNPAVED AREAS, 36" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 80" UNLESS PRE-APPROVED BY THE A/E. THE COVER FOR PIPING 24" SIZE AND LARGER SHALL BE 36" (MIN) IN PAVED AND UNPAVED AREAS AND A MAXIMUM COVER OF 84" UNLESS APPROVED BY A/E.
 5. THE SOILS BETWEEN THE MAIN AND THE CONDUIT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST ASTM D 1557.

Diagram illustrating the components and angles of a pipe pull operation:

- PIPE INSERTION/ DRILL EXIT ANGLE
- PIPE PULL HEAD
- SWIVEL
- DRILL STEM
- θ_{ps}

12" AND SMALLER FUSIBLE PVC PIPE ALLOWABLE BEND RADIUS AND PULLING FORCE



- NOTE:**
- NOTE THAT THE BRANCH WIRE IS NOT CONNECTED TO THE MAIN WIRE.
 - LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE SECTION (SEE S-30)

2" HORIZONTAL SWING CHECK VALVE (FPT BRONZE, 125PSI)

PVC PLUG OR CONNECTION TO PRIVATE RESIDENTIAL FORCE MAIN

2" TEE AND ADAPTERS

LOCATE WIRE (PIG TAIL)

4" (MIN) FORCE MAIN MANIFOLD SYSTEM (PVC, DR-18 PIPING) W/ LOCATE WIRE ALONG MAIN PIPING.

4" PLUG W/ 2" THREADED OUTLET (RESTRAINED JOINTS)

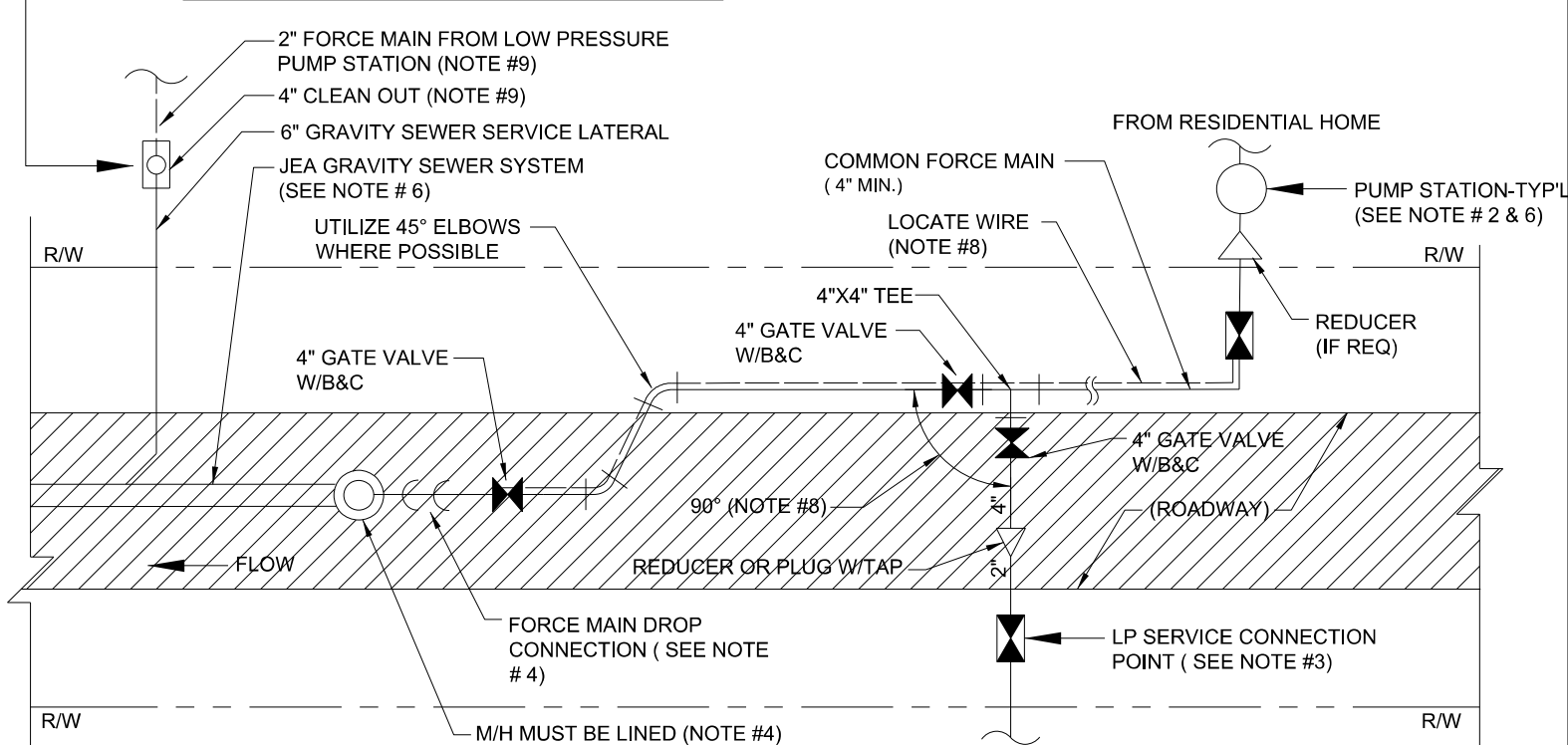
2" TRUE UNION 2000 BALL VALVE (PVC)

2" TRUE UNION 2000 BALL VALVE (PVC, THREADED ENDS) W/PVC PLUG. MOUNT VALVE IN VERTICAL POSITION FOR CLEAN-OUT ACCESS.

MOUNT ALL VALVES IN CO-POLYMER METER BOX (2' METER BOX). ALL HOLES IN LID SHALL BE PLUGGED (PVC PLUG).

LOW PRESSURE SERVICE CONNECTION POINT

L.P. CONNECTION INTO LATERAL



PLAN VIEW

LOW PRESSURE MANIFOLD SYSTEM

- NOTES:**
1. THIS LOW PRESSURE (LP) SEWER SERVICE ARRANGEMENT IS FOR "SPECIAL CASES ONLY" AND MUST FIRST BE APPROVED BY JEA MANAGEMENT PRIOR TO DESIGN OR CONSTRUCTION. THIS LOW PRESSURE SEWER MANIFOLD ARRANGEMENT MAY BE UTILIZED TO SERVE UP TO 9 EQUIVALENT RESIDENTIAL UNITS (ERU) AND SHALL BE PERMITTED SIMILAR TO A GRAVITY SEWER SYSTEM. THIS STANDARD SHALL APPLY TO RESIDENTIAL CUSTOMERS ONLY.
 2. RESIDENTIAL PUMP STATION (PS) SHALL BE MAINTAINED BY THE CUSTOMER AND SHALL MEET EPB RULE No. 3 (DAVAL COUNTY). THE CUSTOMER IS RESPONSIBLE FOR FINAL PUMP DESIGN AND SELECTION. A CHECK VALVE AND BALL VALVE SHALL BE PROVIDED AT THE PS AND MAINTAINED BY THE CUSTOMER.
 3. EACH CUSTOMER SHALL HAVE A SEPARATE "LOW PRESSURE SERVICE CONNECTION POINT" (SEE ABOVE DETAIL). THE CHECK VALVE LOCATED IN THE BOX SHALL DEFINE THE "POINT OF SERVICE". THIS BOX (2" METER BOX WITH PVC PLUG IN TOP) SHALL BE APPROXIMATELY 7 FEET INSIDE THE R/W AND A MINIMUM OF 6 FEET FROM THE WATER METER BOX (IN FRONT OF CUSTOMER HOME).
 4. LOW PRESSURE FORCE MAIN DRP CONNECTION AT MIN SHALL INCLUDE A 4" GATE VALVE AND BE IN ACCORDANCE WITH JEA STANDARD PLATE No. S-18. PROVIDE PROTECTIVE LINER TO RECEIVING MANHOLE (SEE SPEC# 446). FOR OTHER LOCATION LIMITATIONS SEE DETAIL (W-10 & W-11).
 5. ALL PUMP STATIONS, PIPES (W/LOCATE WIRE), VALVES AND FITTINGS WHICH ARE MAINTAINED BY JEA SHALL BE OF JEA APPROVED MATERIALS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH JEA W&S STANDARD.
 6. PER DEP RULES AND EPB RULE No.3, A LOW PRESSURE PUMP STATION CONNECTION INTO A JEA FORCE MAIN IS NOT ALLOWED. (NO EXCEPTIONS).
 7. AS BUILT FOR ALL UTILITIES WITHIN THE R/W SHALL BE PROVIDED TO JEA IN ACCORDANCE WITH STANDARD.
 8. LOCATE WIRE IS REQUIRED ALONG THE MAIN PIPING TO THE LAST CUSTOMER CONNECTION BOX.
 9. FOR RESIDENTIAL CUSTOMERS LOCATED IN AREAS OF LOW ELEVATION, THE CUSTOMER MAY BE REQUIRED TO OPERATE AND MAINTAIN A LOW PRESSURE PUMP STATION (SEE NOTE #2) WHICH MAY DISCHARGE INTO A 6 INCH GRAVITY SEWER SERVICE LATERAL. IN THESE CASES, THE CUSTOMER SHALL PROVIDE AND MAINTAIN A 4 INCH CLEAN-OUT LOCATED AT THE CONNECTION POINT (AT R/W LINE).

LOW PRESSURE RESIDENTIAL SEWER FORCE MAIN CONNCTIONS

K				
J				
I				
H				
G				
F				
E				
D	NG	3918	REVISED	PER COFB COMMENTS
C	NG	22218	REVISED	ROADWAY ORIENTATION
B	BM	11618	REVISED	PER COFB COMMENTS
A	BM	121817	REVISED	PER SURWMD COFB COMMENTS
No	By	Date	Revision	

QA/QC: _____ AG _____

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

AMELIA BLUFF LLC

SFWFR DETAILS

Registered Professional

SHEET NO.
DT-3

15 of 15

Issue Date

March 9, 2018

Project No.

AMENDED AT SECOND AND FINAL READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY WITH SPECIFIC TERMS AND CONDITIONS FOR A PORTION OF GUM STREET TOTALING APPROXIMATELY 600 LINEAR FEET EXTENDING BETWEEN CITRONA DRIVE AND JUST WEST OF THE EGANS CREEK GREENWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, identified as Nassau County School Board, seeks to vacate a portion of public right-of-way described as a portion of Gum Street located between Citrona Drive and just west of the Egans Creek Greenway; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB 2016-24 at its November 9, 2016, meeting, and issued a recommendation of denial and a provisional request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; 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 October 26, 2016; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions contained in a memorandum of understanding to be approved by resolution of the City Commission.

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

SECTION 1. PROPERTY INVOLVED. The property identified for the vacation of a portion of the Gum Street right-of-way is an unopened public right-of-way totaling approximately 600 linear feet between Citrona Drive and just west of the Egans Creek Greenway, and is shown on the map attached hereto as Exhibit "A".

SECTION 2. LEGAL DESCRIPTION. The legal description of the vacated portion of right-of-way is attached hereto as Exhibit "B".

SECTION 3. Vacation of a portion of the above-described right-of-way is subject to specific terms and conditions contained in a separate memorandum of understanding to be approved by resolution of the City Commission including:

- a) Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to the School Board property and Gum Street in order to satisfy the requirement of Section 70-40 of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for approval of the preliminary plat for *Amelia Bluff subdivision* by the City, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along the Egans Creek Greenway contiguous to the Gum Street right-of-way; and
- b) The School Board or its successor in interest shall transfer clear title to all jurisdiction wetlands on the property to the City in fee simple to be set aside as

conservation land; and

c) The School Board or its successor in interest shall donate \$115,000 to the City for use in the City's land conservation efforts. ~~and~~

~~d) The School Board shall remove the chain link fence running parallel to the right of way on Atlantic Avenue in Fernandina Beach at the School Board property located at 1201 Atlantic Avenue.~~

SECTION 4. 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 5. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH



ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

EXHIBIT A - MAP



Legend

 FDOT OWNED LAND

ORDINANCE 2016-40

EXHIBIT "B"

LEGAL DESCRIPTION:

A PORTION OF 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GUM STREET (A 60 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF THE CITY OF FERNANDINA BEACH BEING BOUNDED AS FOLLOWS:

ON THE WEST:

BY THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE (A 60 FOOT RIGHT-OF-WAY) AS NOW LAID OUT AND IN USE.

ON THE EAST:

BY THE EAST LINE OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION OF RIGHT-OF-WAY WHICH SHALL REMAIN PUBLIC RIGHT-OF-WAY:

A PORTION OF GUM STREET (A 60 FOOT-WIDE RIGHT-OF-WAY) IN THE CITY OF FERNANDINA BEACH (FORMERLY 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), LYING IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 00°22'45" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 28, A DISTANCE OF 81.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE NORTH 82°17'13" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 116.05 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 82°17'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 116.05 FEET TO SAID EAST BOUNDARY OF SECTION 28; THENCE NORTH 00°22'45" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 60.60 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE NORTH 82°17'13" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 126.16 FEET; THENCE CONTINUE NORTH 82°17'13" WEST ALONG SAID

NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 95 FEET, MORE OR LESS, TO THE BASE OF A SAND BLUFF; THENCE SOUTHEASTERLY ALONG AND WITH SAID BASE OF BLUFF A DISTANCE OF 87 FEET, MORE OR LESS TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET, BEARING NORTH 82°17'13" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 82°17'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

OFFICE USE ONLY

REC'D: 9/27/16 BY: B
 PAYMENT: \$ 850 TYPE: CK 236892
 APPLICATION #: 2016-0001444
 CASE #: PAB
 BOARD MEETING DATE: Nov. 14/2016



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

Owner Name: Nassau County School Board, c/o Dr. John Ruis, Superintendent

Mailing Address: 1201 Atlantic Avenue, Fernandina Beach, Florida 320

Telephone: (904) 491-9901 Fax: _____

Email: john.ruis@nassau.k12.fl.us

Agent Name: Ezell Law Firm, P.A., c/o Brenda B. Ezell

Mailing Address: 3560 Cardinal Point Drive, Suite 101, Jacksonville, Florida 32257

Telephone: 904-432-3200 Fax: 904-432-3201

Email: brenda@ezellfirm.com

PROPERTY INFORMATION

Street Address: Citrona & Hickory Drive

Parcel Identification Number(s): 00-00-31-1180-0017-0000

Lot Number: 17, 18, 19 Block Number: _____ Subdivision: Citrona

Section: 27, 15, 26, 28 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: One (1)

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 15.55

Existing Zoning Classification: R-1

Existing Future Land Use Classification: Conservation

Previous Planning/Zoning Approvals: N/A

Description of Request:

We request vacation of the 60-foot right-of-way commonly known as Gum Street, which right-of-way
is not currently in use, and apparently has never been constructed for use by the public. This
property is currently for sale and the abandonment requested will allow for future development.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.
Ezell Law Firm, P.A.

September 22, 2016
Date

By: [Signature]
Signature of Applicant

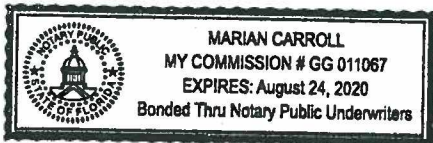
STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 22 day of September, 2016.

Marian Carroll Marian Carroll
Notary Public: Signature Printed Name

8-24-20
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Nassau County School Board

(print name of property owner(s))

hereby authorize: Ezell Law Firm, P.A., c/o Brenda B. Ezell

(print name of agent)

to represent me/us in processing an application for: Vacation of Right-of-Way

(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.

NASSAU COUNTY SCHOOL BOARD

(Signature of owner)

By: John L. Ruis
(Signature of owner)

(Print name of owner)

John L. Ruis
(Print name of owner)

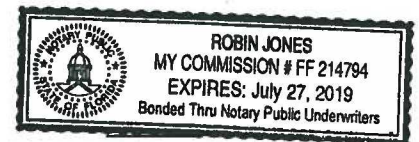
Title: Superintendent

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 9 day of September, 2016.

Robin Jones
Notary Public: Signature

Robin Jones
Printed Name



My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____



'16 SEP 27 PM 2:50

TEL 904.432.3200

3560 CARDINAL POINT DRIVE, SUITE 101
JACKSONVILLE, FLORIDA 32257

FAX 904.432.3201

September 22, 2016

City of Fernandina Beach
Community Development Department
204 Ash Street
Fernandina Beach, Florida 32034

Re: Application for Vacation of Right-of-Way – Unopened portion of Gum Street

Ladies and Gentlemen:

We are pleased to act as agent of the Nassau County School Board in its efforts to close an unopened, unused right-of-way in the City of Fernandina Beach currently known as Gum Street.

Enclosed please find the completed application for vacation of the subject right-of-way, along with a check in the amount of \$850.00 for the application fee. We are hopeful that this application is in line to be heard at the Planning Advisory Board Committee meeting to be held on November 9, 2016.

Please feel free to contact me if you have any questions. Additionally, please let me know if I need to come in to meet with a planner prior to the application deadline, which I am happy to do if need be.

Sincerely,

A handwritten signature in black ink, appearing to read "Brenda B. Ezell", is written over a large, stylized circular flourish.

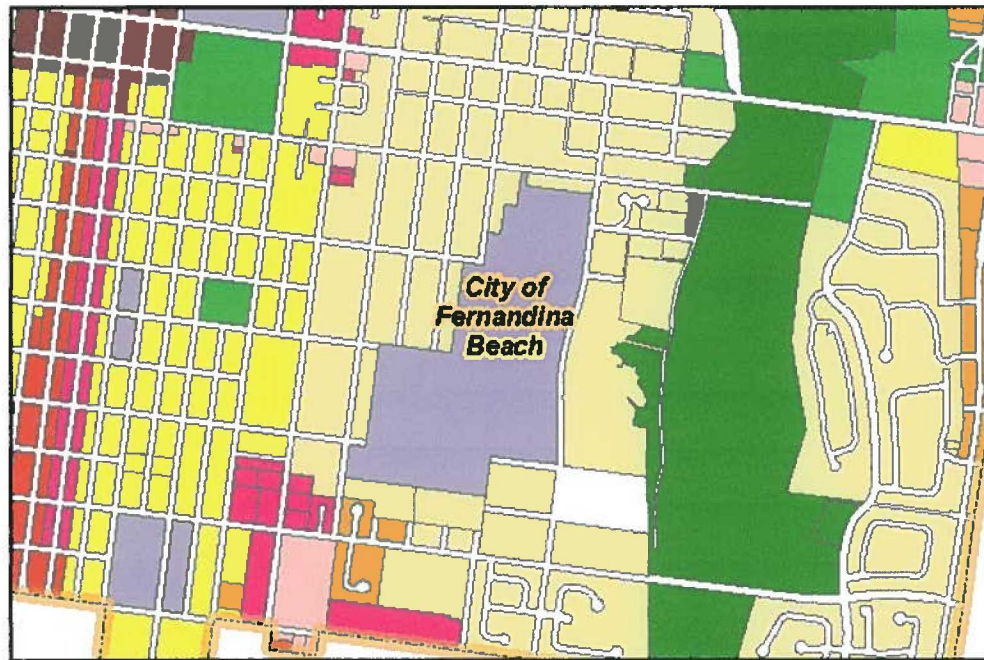
Brenda B. Ezell

904-491-7300

www.NassauFLPA.com



A. Michael Hickox
Nassau County Property Appraiser

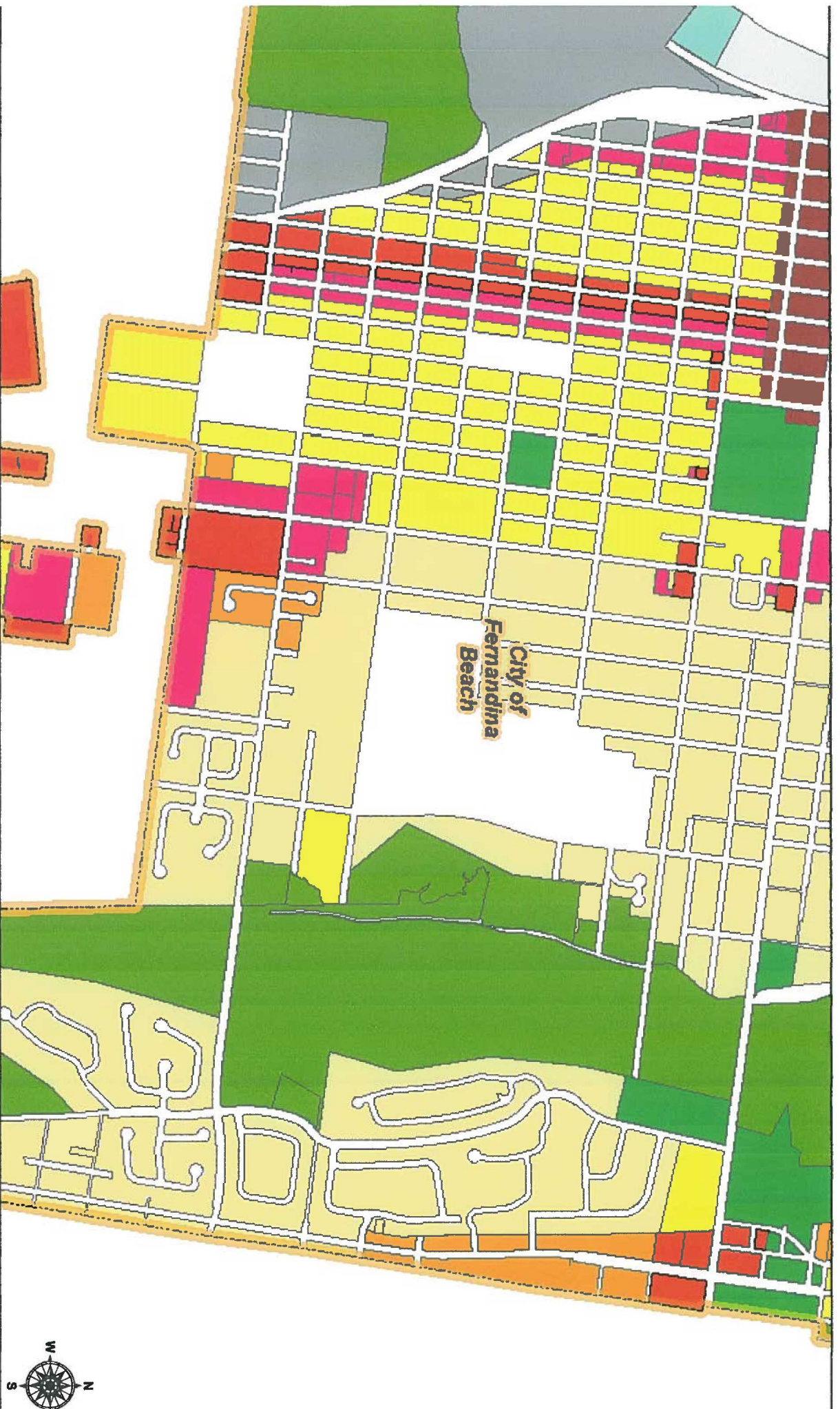


Land Use Report	Results	
Zoning	R-1	Note: (Must be verified with Municipality)
Future Land Use	CONSERVATION	Note: (Must be verified with Municipality)
Community Development District	No	
Community Redevelopment Area	No	Note: (Must be verified with City of Fernandina Beach)
Historic District	No	Note: (Must be verified with City of Fernandina Beach)
Municipal Service Benefit Unit (MSBU)	No	
Mobility Fee Zone	Zone 1	

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

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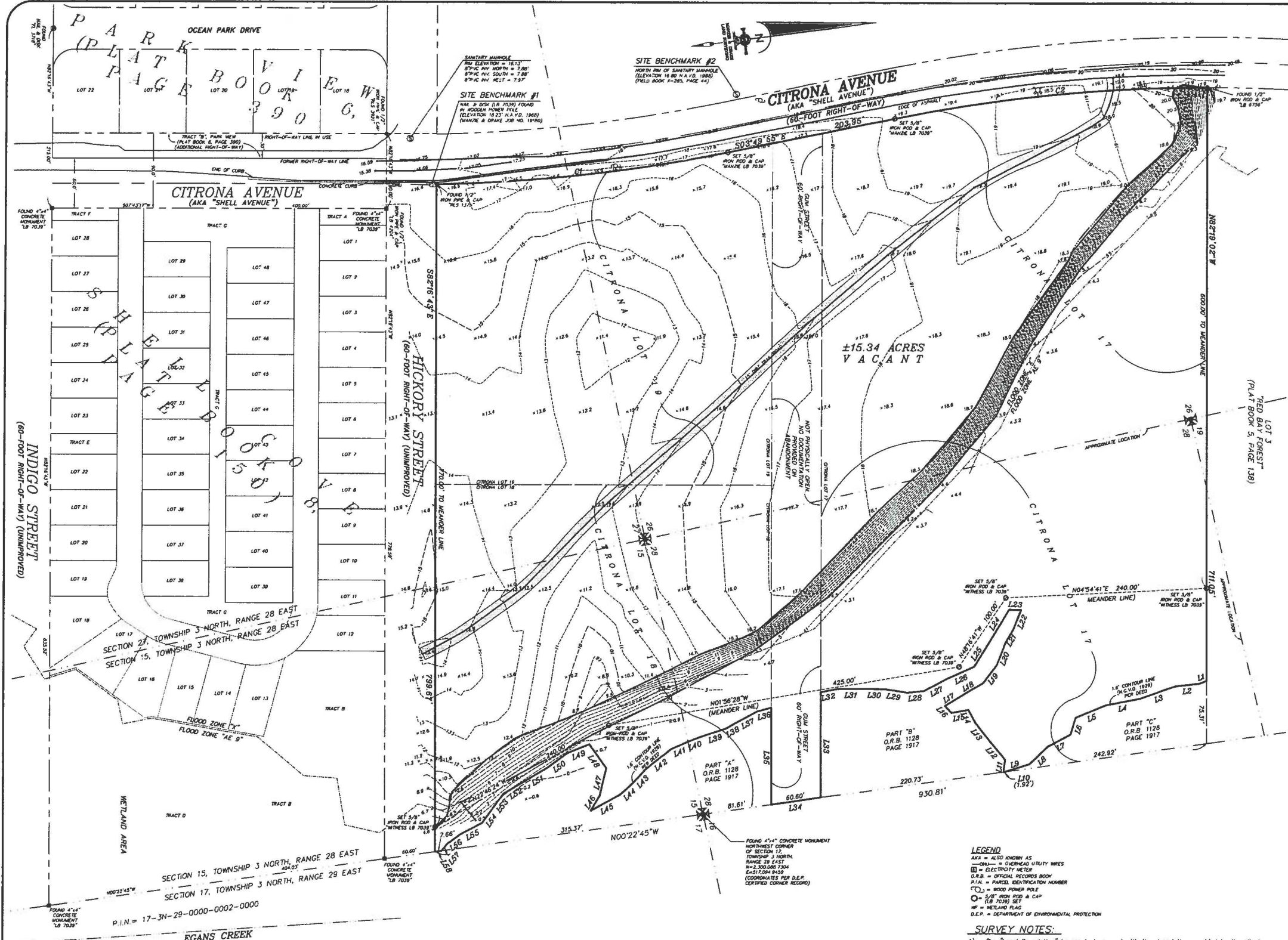
August 31, 2016

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRC, Esri, Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, OpenStreetMap contributors, and the GIS User Community

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST ALONG SAID RANGE LINE A DISTANCE OF 1.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°58'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'50" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 28°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.95 FEET; (11) SOUTH 85°51'50" EAST A DISTANCE OF 33.93 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'08" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°50'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°53'15" WEST A DISTANCE OF 21.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 08°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°17'13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 116.05 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 80.60 FEET, THENCE NORTH 82°17'13" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 126.18 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 35.21 FEET; (3) NORTH 08°58'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 18°34'43" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'30" EAST, A DISTANCE OF 30.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 18°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°52'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 01°17'22" EAST A DISTANCE OF 24.88 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 18.13 FEET; (13) SOUTH 60°55'19" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 28.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 70°00'14" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'29" EAST A DISTANCE OF 28.89 FEET; (22) SOUTH 74°40'51" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) NORTH 09°53'34" WEST, A DISTANCE OF 30.18 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°16'22" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 85°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°57'47" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°17'42" WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°19'02" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,279.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,938.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 101°59'11", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 02°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N11°17'42"W	9.39'	L17	S74°40'51"E	14.75'	L33	N82°17'13"W	126.16'	L49	N16°30'11"W	19.23'	L65	N23°08'33"W	30.99'	L81	N23°08'33"W	30.99'
L2	N17°05'E	28.48'	L18	N57°42'29"E	28.89'	L34	N82°17'13"W	126.16'	L50	N16°30'11"W	19.23'	L66	N23°08'33"W	30.99'	L82	N23°08'33"W	30.99'
L3	N11°37'42"W	45.15'	L19	N59°43'18"E	26.78'	L35	N82°17'13"W	126.16'	L51	N16°30'11"W	19.23'	L67	N23°08'33"W	30.99'	L83	N23°08'33"W	30.99'
L4	N31°30'30"W	41.10'	L20	N57°42'29"E	28.89'	L36	N82°17'13"W	126.16'	L52	N16°30'11"W	19.23'	L68	N23°08'33"W	30.99'	L84	N23°08'33"W	30.99'
L5	N14°54'27"W	39.02'	L21	N59°43'18"E	26.78'	L37	N82°17'13"W	126.16'	L53	N16°30'11"W	19.23'	L69	N23°08'33"W	30.99'	L85	N23°08'33"W	30.99'
L6	N65°32'41"W	20.95'	L22	N57°42'29"E	28.89'	L38	N82°17'13"W	126.16'	L54	N16°30'11"W	19.23'	L70	N23°08'33"W	30.99'	L86	N23°08'33"W	30.99'
L7	N20°16'22"W	30.31'	L23	N59°43'18"E	26.78'	L39	N82°17'13"W	126.16'	L55	N16°30'11"W	19.23'	L71	N23°08'33"W	30.99'	L87	N23°08'33"W	30.99'
L8	N35°20'45"W	31.42'	L24	N57°42'29"E	28.89'	L40	N82°17'13"W	126.16'	L56	N16°30'11"W	19.23'	L72	N23°08'33"W	30.99'	L88	N23°08'33"W	30.99'
L9	N9°53'34"W	30.18'	L25	N59°43'18"E	26.78'	L41	N82°17'13"W	126.16'	L57	N16°30'11"W	19.23'	L73	N23°08'33"W	30.99'	L89	N23°08'33"W	30.99'
L10	N00°22'45"E	1.92'	L26	N57°42'29"E	28.89'	L42	N82°17'13"W	126.16'	L58	N16°30'11"W	19.23'	L74	N23°08'33"W	30.99'	L90	N23°08'33"W	30.99'

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	349.77'	1939.86'	101°59'11"	S1°20'01"W	349.30'
C2	376.62'	1879.86'	11°28'44"	S1°54'27"W	375.99'

MANZIE & DRAKE LAND SURVEYING
 117 South Ninth Street, Fernandina Beach, FL 32034
 (904) 491-5700 FAX (904) 491-5777
 Certificate of Authorization Number "LB 7039"
 "OUR SIGHTS ARE ON THE FUTURE,
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THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SCALE: 1"=80' JOB NO: 19580 DATE: 5/26/16 CADD: MKD
 F.B. NO: X-285 PAGE NO: 43 FIELD CREW: GS FILE NO: C-735

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST ALONG SAID RANGE LINE A DISTANCE OF 7.86 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'28" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'53" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.90 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°18'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'08" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°51'11" WEST A DISTANCE OF 18.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 08°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET, A DISTANCE OF 60.00 FEET RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°17'13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 116.05 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 60.60 FEET; THENCE NORTH 82°17'13" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 128.18 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 38.21 FEET; (3) NORTH 08°58'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 18°34'43" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'30" EAST, A DISTANCE OF 20.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 18°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°32'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 61°17'22" EAST A DISTANCE OF 24.88 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 18.11 FEET; (13) SOUTH 40°55'18" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 28.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 70°00'14" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'28" EAST A DISTANCE OF 28.89 FEET; (22) SOUTH 74°40'31" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) NORTH 09°53'34" WEST, A DISTANCE OF 30.18 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°16'22" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 65°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°37'42" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°17'12" WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°17'02" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 112°8'44", AN ARC DISTANCE OF 376.62 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 101°9'51", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 798.67 FEET TO THE POINT OF BEGINNING.

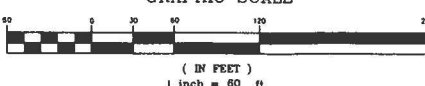
LEGEND

AKA = ALSO KNOWN AS
 ——— = OVERHEAD UTILITY WIRES
 □ = ELECTRICITY METER
 O.R.B. = OFFICIAL RECORDS BOOK
 P.L.N. = PARCEL IDENTIFICATION NUMBER
 (C) = CROWN POWER POLE
 ○ = 5/8" IRON ROD & CAP
 (L.B. 7039) SET
 WF = WETLAND FLAG
 D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION

SURVEY NOTES:

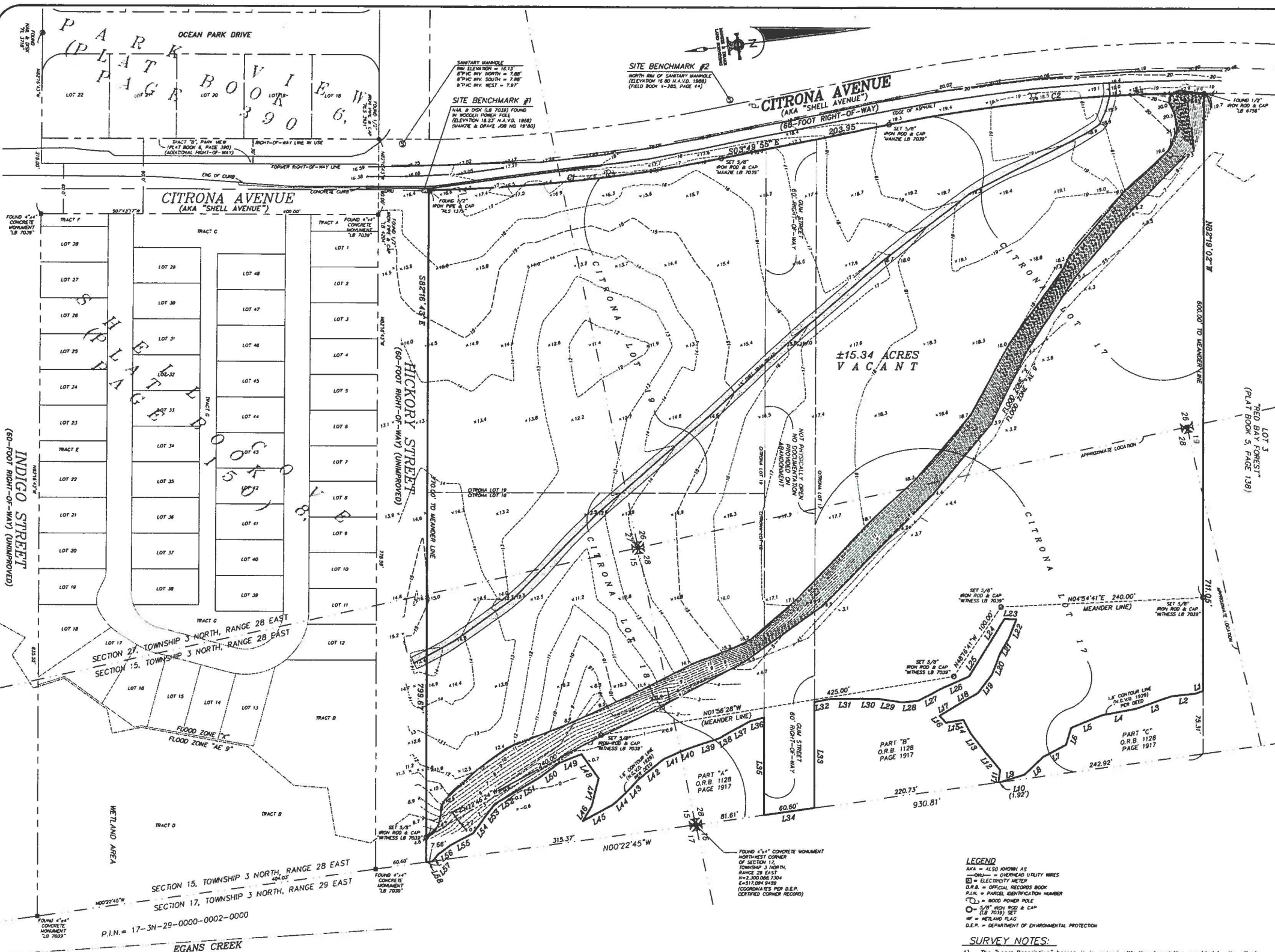
- The "Legal Description" hereon is in accord with the description provided by the client.
- Underground improvements were not located or shown.
- Commitment for Title Insurance by Chicago Title Insurance Company (Order No. 5787742, dated May 05, 2016) was referenced during the preparation of this survey.
- Bearings and coordinates shown hereon are based on the Florida State Plane Coordinate System, East Zone, North American Datum 1983/1990.
- Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- The property shown hereon lies within Flood Zone "Z-AE-9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12085C-0232-E, Dated 12/17/2010. Flood Zone information above and shown on this survey is provided as a courtesy and is approximate of best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Site Benchmarks are as shown hereon.
- Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

GRAPHIC SCALE



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	349.77	1839.86	101°9'51"	S1°20'01"W	349.30'
C2	376.62	1879.86	112°8'44"	S1°54'27"W	375.99'



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N131°7'42"W	9.39'	L11	S74°40'51"E	14.75'	L21	S51°51'35"E	19.13'	L31	N7°00'33"E	36.21'	L41	N16°30'11"W	19.23'	L51	N23°08'33"W	30.99'
L2	N117°05'E	28.48'	L12	N57°42'29"E	28.89'	L22	N32°28'28"W	19.58'	L32	N30°49'27"W	38.63'	L42	N23°01'54"W	28.69'	L52	N23°01'54"W	28.69'
L3	N115°47'47"W	45.15'	L13	N55°43'18"E	26.78'	L23	N39°09'39"E	14.02'	L33	N82°17'13"W	126.16'	L43	N39°44'13"W	22.86'	L53	N44°53'52"W	22.09'
L4	N319°30"W	41.10'	L14	N70°00'14"E	18.60'	L24	N50°51'35"W	49.25'	L34	N10°22'45"W	60.60'	L44	N35°07'06"W	20.13'	L54	N45°57'20"W	21.70'
L5	N14°54'27"W	39.02'	L15	N2°02'34"W	21.04'	L25	N50°52'57"W	31.17'	L35	S82°17'13"E	116.05'	L45	N20°48'20"W	40.14'	L55	N20°27'26"W	29.62'
L6	N65°32'41"W	20.55'	L16	N54°47'07"E	11.40'	L26	N16°05'50"W	36.06'	L36	N6°54'18"W	17.30'	L46	S51°28'44"E	20.70'	L56	N27°59'12"W	18.73'
L7	N201°16'22"W	30.31'	L17	S23°27'38"E	23.60'	L27	N21°05'17"W	30.49'	L37	N21°04'41"W	28.79'	L47	S68°51'50"E	33.95'	L57	N42°45'29"W	11.18'
L8	N35°20'45"W	31.42'	L18	S23°07'52"E	29.63'	L28	N11°19'30"E	20.13'	L38	N22°29'59"W	13.37'	L48	N62°19'29"E	34.96'	L58	N00°22'45"W	7.86'
L9	N9°53'34"W	30.18'	L19	S45°21'52"E	27.37'	L29	N16°34'43"E	27.18'	L39	N10°42'03"W	28.07'	L49	N14°26'03"W	28.71'			
L10	N00°22'45"E	1.92'	L20	S60°55'19"E	28.29'	L30	N8°58'10"E	21.34'	L40	N12°55'15"W	23.23'	L50	N29°02'32"W	29.42'			

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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SCALE: 1"=80' JOB NO: 19580 DATE: 5/26/16 CAD: MKD
 F.B. NO: X-285 PAGE NO: 43 FIELD CREW: GS FILE NO: C-735

☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ WILLIAM D. PINKSTON, P.S.M. 6793

LETTER OF INTENT

Applicant seeks to vacate the public-right-of way commonly known as Gum Street. While it is generally the policy of the City that such public rights-of-way be preserved for the public benefit, the subject right-of-way has existed since the Official Plat for the City of Fernandina was recorded in 1857 and has never been constructed, or open for public use. Further, said right-of-way is not shown on the City's GIS map within the boundaries of the property within which it lies ("Property"), which is currently under contract for sale.

The subject right-of-way is currently located wholly within the boundaries of the Property which is currently vacant. The Gum Street right-of-way has never been used for access to the Property nor will it be necessary for access to the property after it is redeveloped.

The applicant believes that all criteria set forth in City of Fernandina Beach Ordinance Code Section Sec. 70-40 (Vacation of public rights-of-way), have been met as follows:

1. The requested vacation is consistent with the Multimodal Transportation Element of the City's comprehensive plan, particularly, the following Policies:

Policy 2.04.04. The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

In this instance, the right-of-way has never been constructed, open for public use or necessary for the access to any other property than the property being developed.

Policy 2.04.05. When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right of-way:

- a. The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space;

This right-of-way has never been used by the public, and has never been constructed, and therefore cannot be used as a through street, sidewalk, bicycle lane or any other public function.

- b. The proposed vacation is in the public interest;

The proposed vacation will allow the development of property that is currently not being used for any purpose and therefore, vacation will allow the highest and best use of this land and provide a property tax revenue stream that does not currently exist.

- c. The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and

There is no environmental, historical or cultural feature of the City being impacted by this vacation.

d. The proposed vacation will be offset by at least one public access through street connection.

The property within which this unopened right-of-way lies is served on its southerly and westerly boundaries by public streets. The Gum Street right-of-way being proposed for vacation runs lies wholly within the boundaries of the property, and therefore public access need not be offset in any way.

2. Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.

The subject right-of-way is located within the boundaries of the land to be sold and developed. There is adequate legal access to the subject property and all properties surrounding the subject property. No easements will be necessary for access to any parcel adjacent to this right-of-way.

3. The vacation would not jeopardize the current or future location of any utility.

No utilities are currently located in the requested vacation area, therefore no easements for utility purposes will be necessary.

4. The proposed vacation is not detrimental to the public interest and provides a positive benefit to the city.

The closure of this unopened, unconstructed right-of-way will not be detrimental to the public interest. Additionally, closure of the subject right-of-way will facilitate the sale of the property within which the right-of-way lies, providing for improvements to be constructed that will generate additional ad valorem revenue for the City.

5. All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the city is the applicant.

The applicant owns the property surrounding and within which the subject right-of-way lies. Therefore, no other approvals are needed.



STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Nassau County School Board				
AGENT:	Brenda Ezell, P.A.				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Gum Street and Citrona Drive (PIN# 00-00-31-1180-0017-0000)				
CURRENT ZONING:	R-1				
CURRENT LAND USE:	Low Density Residential				
EXISTING USES ON SITE:	Vacant Land				
PROPERTY SIZE:	ROW Abandonment request totals 1.04 Acres (a 60 foot platted right of way extending from Citrona Drive running east approximately 755 feet to the property line abutting Egans Creek Greenway)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant Land	N/A	R-1	Low Density Residential
	South	Shell Cove Subdivision	2016	R-2 with PUD	Medium Density Residential
	East	Egans Creek Greenway	N/A	CON	Conservation
	West	Fernandina Beach Middle and High Schools		PI-1	Public and Institutional

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting abandonment of approximately 1.04 acres of the Gum Street Right-of-Way (ROW) (roughly 755 feet in length and 60 feet in width) which terminates within the eastern portion of the applicant's property at the Egan's Creek Greenway. The applicant anticipates the sale of the property to a developer with an intention of developing a new single family subdivision, as consistent with the underlying Future Land Use Map Category of Low Density Residential and R-1 zoning. The segment of Gum Street requested for abandonment was originally platted as part of the 1857 City of Fernandina Beach Plat. The ROW has never been used for access, has not been improved, and bisects the applicant's property roughly in half.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

APPLICABLE POLICY REFERENCES: 2.04.04 AND 2.04.05

Due to the characteristics of the site with respect to existing floodplains and wetlands, the existing ROW bisects the developable uplands associated with property. The ROW, as originally platted, impacts the ability to develop the property as a single family residential neighborhood. Staff finds that the applicant has demonstrated consistency with the Comprehensive Plan policies as demonstrated through their application's amended description of the request dated on October 27, 2016.



STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed and published notice.

CONCLUSION:

Through the development of a single family subdivision, an appropriate location for ingress and egress will be established to provide required access as consistent with City Standards. Abandonment of the Gum Street ROW segment provides flexibility in design of the entire site and allows for the developer to better account for the environmental constraints contained on the property. The location in context of the property itself creates a hardship for the development of the property as it continues through the entire site. LDC Section 4.04.02 requires a minimum of 2 points of ingress and egress. Further an opportunity exists to connect to the unimproved Hickory Street ROW for access to the Egans Creek Greenway. As such Staff finds the applicant's request for a Vacation of ROW of a portion of Gum Street to be consistent with the City's Comprehensive Plan and the Land Development Code.

MOTION(S) TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2016-24 to the City Commission requesting a Vacation of ROW for a portion of Gum Street be approved and that PAB case 2016-24 as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Senior Planner

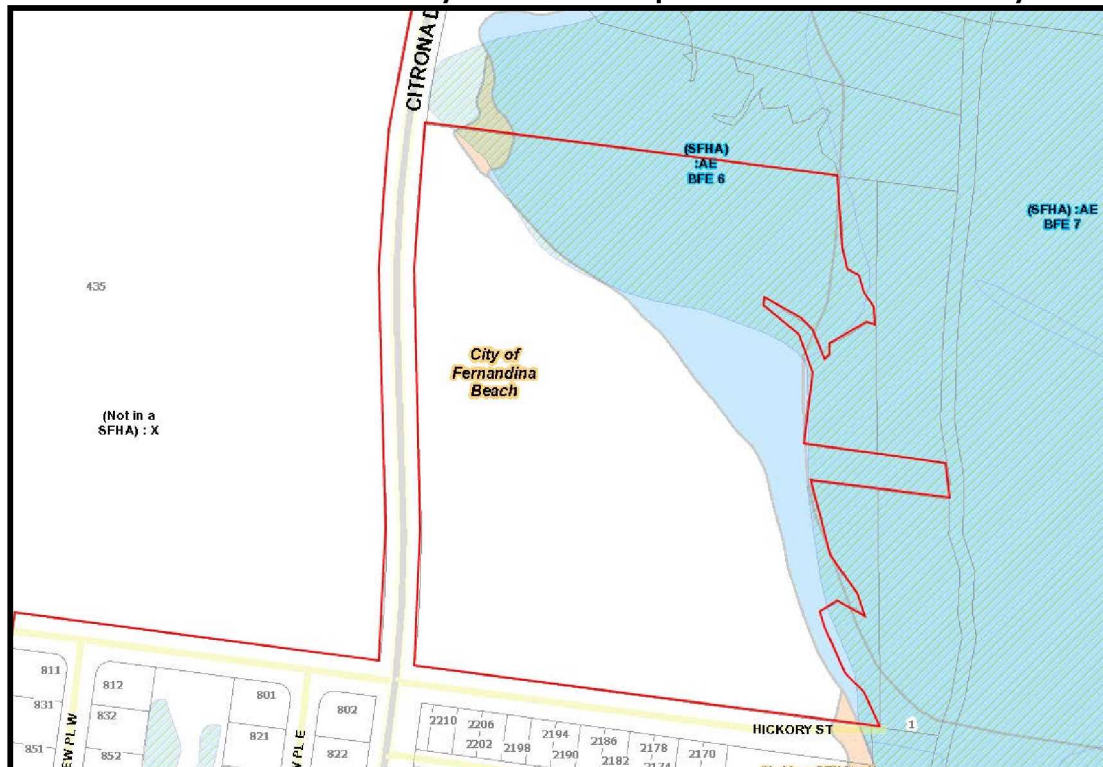


STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

EXHIBIT A - Location Map



EXHIBIT B - 2016 Preliminary Floodzone Map and Potential Wetland Layer



1. **Call to Order** - The meeting was called to order at 5:04 pm.

Roll Call/Determination of Quorum

Board Members Present

Mark Bennett, Vice-Chair
Chris Occhuizzo
Eric Lawrence

David Beal
Chip Ross

Board Members Present

Jamie Morrill

Others Present

Kelly Gibson, City Planner
Tammi Bach, City Attorney
Sylvie McCann, Recording Secretary

2. **Review and Approve September 14, 2016 Regular Meeting Minutes – A motion was made by Member Occhuizzo, seconded by Member Beal to approve as presented.**

Chair Bennett noted that item 3.1. was withdrawn

3. **New Business**

- 3.1 **PAB 2016-23 - Future Land Use Map Amendment And Zoning Change For The Surf Properties At S. Fletcher Ave And Hutchins Ave – *This request was withdrawn from consideration.***

- 3.2 **PAB 2016-24: Nassau County School Board C/O Brenda Ezell, Pa, Gum Street + Citrona Drive** – Ms. Gibson explained that the applicant is requesting abandonment of approximately 1.04 acres of the Gum Street Right-of-Way (ROW) (roughly 755 feet in length and 60 feet in width) which terminates within the eastern portion of the applicant's property at the Egan's Creek Greenway. The applicant anticipates the sale of the property to a developer with an intention of developing a new single family subdivision, as consistent with the underlying Future Land Use Map Category of Low Density Residential and R-1 zoning. The segment of Gum Street requested for abandonment was originally platted as part of the 1857 City of Fernandina Beach Plat. The ROW has never been used for access, has not been improved, and bisects the applicant's property roughly in half. Ms. Gibson stated that the Land Development Code requires 2 points of ingress and egress whether this is for public or private roads to serve as access to the property as a subdivision. She also commented that this project would be presented to the Planning Advisory Board through a preliminary plat and to the Technical Review Committee for engineering and compliance with the City's Land Development code.

Brandie Ezell, representative for the Nassau County School Board explains that the School Board is attempting to sell the property and is requesting this ROW to be closed as it was never platted, opened or constructed. Ms. Ezell also comments that based on the review of all access points, all property owners would have alternate access and that requirements from the developer to provide necessary accesses

according to the Land Development Code would be met and that vacation of this ROW would not impair access since this segment of Gum Street was never used or required to provide access.

Member Ross asks why Nassau County did not offer the City of Fernandina Beach the possibility to make this segment an extension of the greenway. Ms. Ezell had no insight about this question. Member Ross also asks about section 70-40 Vacation of public Right of Way and the ordinance that controls this in Section 4, "... the proposed vacation is not detrimental to the public interest". Member Ross commented that this would be detrimental to the public since it is cutting off one more access to the greenway to the public and positive benefit to the City of Fernandina Beach. Ms. Ezell answered that it is the opinion that this right of way was never used to access greenway since it has other means of access. In addition, taxable revenue benefits to the City would also be created.

Member Ross asked to define "public interest". City Attorney Bach explained that this is a discretionary definition.

Public hearing was opened.

Philip Chapman, 2120 Florida Avenue, commented on the impact of this development and the already heavy traffic on Citrona Avenue and that the benefit would be to the Nassau County School Board not to the City of Fernandina.

Anna Occhuizzo, 1585 Canopy Drive, also agreed that this development would increase the traffic. She also added that chances that a change of density could be presented. She also commented that if the City of Fernandina Beach decides to go ahead with this approval maybe an exchange of property could also take place to expand on the greenway. City Attorney Bach explained that this would be an acceptable condition and that the City Commission could review this recommendation.

Christine Mazzucco, 2111 Oak Bluff Court, also agreed that we shouldn't just give the land away without anything in return.

Marlene Chapman, 2120 Florida Avenue, commented that there are people using the pathway located closer to Atlantic, south of the Beech Street access and that to just give the land up is ridiculous.

Motion by Member Occhuizzo to close the public hearing was presented; all voted in favor.

Board members discussed the impact of the flood plain within this property and the possibility to exchange some lower land area to expand the greenway and save trees. Member Beal asked City Attorney Bach to explain the ownership of right of ways. Ms. Bach explained that right of ways are platted and that this particular right of way was given to the City by the Spanish Land Grant and Rail Road Grant and that according to the Court benefiting from right of ways is not appropriate, but putting conditions is acceptable. Member Beal commented that it would behoove the developer to offer some kind of incentive to the vacation of this right of way. Board Members discussed possible increase in density and conditions. Ms. Gibson reiterated that the potential owner will have to present a preliminary and final plat to this Board and that at this point there are no changes of zoning planned at this time.

A motion was made by Member Ross, seconded by Member Occhuizzo, to deny PAB case number 2016-24 to the City Commission requesting a Vacation of ROW for a portion of Gum Street be approved and that PAB case 2016-24 as presented, is not sufficiently compliant with the Comprehensive Plan and Land Development Code and City Ordinance 70-40, Section 4 to be

approved at this time. With conditional comment offered that if the City Commission moves to approve case PAB 2016-24, the City Commission would consider a land swap of some kind to benefit the public. Vote upon passage of the motion was taken by ayes and nays being all ayes, carried.

6. Board Business – Member Ross asked Ms. Gibson about the status of the Port Recommendation regarding the Comprehensive Plan and if the recommendation had been mailed to their representatives. Ms. Gibson will verify if this document has been sent. Member Ross asked what is next regarding the process and proposed that the Planning Advisory Board Chairman write a letter asking for their comments within a set time frame. Further discussion ensued with input from City Attorney Bach. The Planning Advisory Board Chairman will work with Ms. Gibson to draft this letter.

Member Ross asked City Attorney Bach about the process of permitting that allows filling of wetlands by St. Johns Water Management, its jurisdiction and the City of Fernandina Beach ordinance regarding the same action. City Attorney Bach and Ms. Gibson addressed and explained the ordinance. Member Ross also had questions about the impact of the annexation and possible dual jurisdiction. City Attorney Bach explained the City's position and its permitting process.

Member Ross asked that Chairman Bennett attend the next Commission Meeting and asked the Commission on behalf of the other PAB board members why the current PAB Board is being replaced. Chair Bennett mentioned that it wasn't clear which member would be replaced. City Attorney Bach added that she was aware of the new summary report and recommendations for the new Board members except for one, the last one being recommended by Commissioner Miller who has just been re-elected to the Commission. The new recommended members are Mark Bennett (appointed by Commissioner Kreger), David Beal (appointed by Commissioner Smith), Judith Lane (appointed by Commissioner Poynter), and Benjamin Morrison (Commissioner Lentz). She also mentioned that the Board is being reconstituted from 7 to 5 members with alternates being encouraged to apply.

7. Staff Report

8. Comments by the public – There were no comments from the public at this time.

9. Adjournment - There being no further business to come before the Planning Advisory Board, the meeting was adjourned 6:22 pm.

Secretary

Mark Bennett, Chair

August 2, 2017
Newsweek Edition



**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 15, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2016-40

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY WITH SPECIFIC TERMS AND CONDITIONS FOR A PORTION OF GUM STREET TOTALING APPROXIMATELY 600 LINEAR FEET EXTENDING BETWEEN CITRONA DRIVE AND JUST WEST OF THE EGANS CREEK GREENWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/ COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday, (904) 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance
Right-of-Way Vacation - Portion of Gum Street

2016-40

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Enact Ordinance 2016-40 at Second Reading.

SYNOPSIS: The Nassau County School Board seeks to vacate a portion of the public right-of-way described as a portion of Gum Street located between Citrona Drive and the Egans Creek Greenway.

The Planning Advisory Board reviewed the application numbered PAB 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a provisional request to consider a land swap or conservation easement in exchange for the vacation of right-of-way. 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 October 26, 2016.

The City Commission tabled this Ordinance at first reading on December 6, 2016. The Commission voted to remove this Ordinance from the table on July 5, 2017, for consideration at its July 18, 2017 meeting. The developer that has a purchase and sale contract with the Nassau County School Board has agreed to include conditions to the vacation of right-of-way that include FDOT transferring 2 parcels on the Greenway to the City or developer granting access through the plat to the FDOT parcels, donating \$115,000 to the City for land conservation and transferring all wetlands on the affected property to the City for conservation purposes. This Ordinance was approved by the City Commission on First Reading at its Regular Meeting on July 18, 2017.

FISCAL IMPACT: To be determined based upon proposed design concept.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2016-40 at Second Reading.

Tammi E. Bach, City Attorney	08/08/2017
Marshall McCrary, Community Development Director	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017

Date: July 20, 2017

Submitted By: Cathy Sabattini, Administrative Coordinator

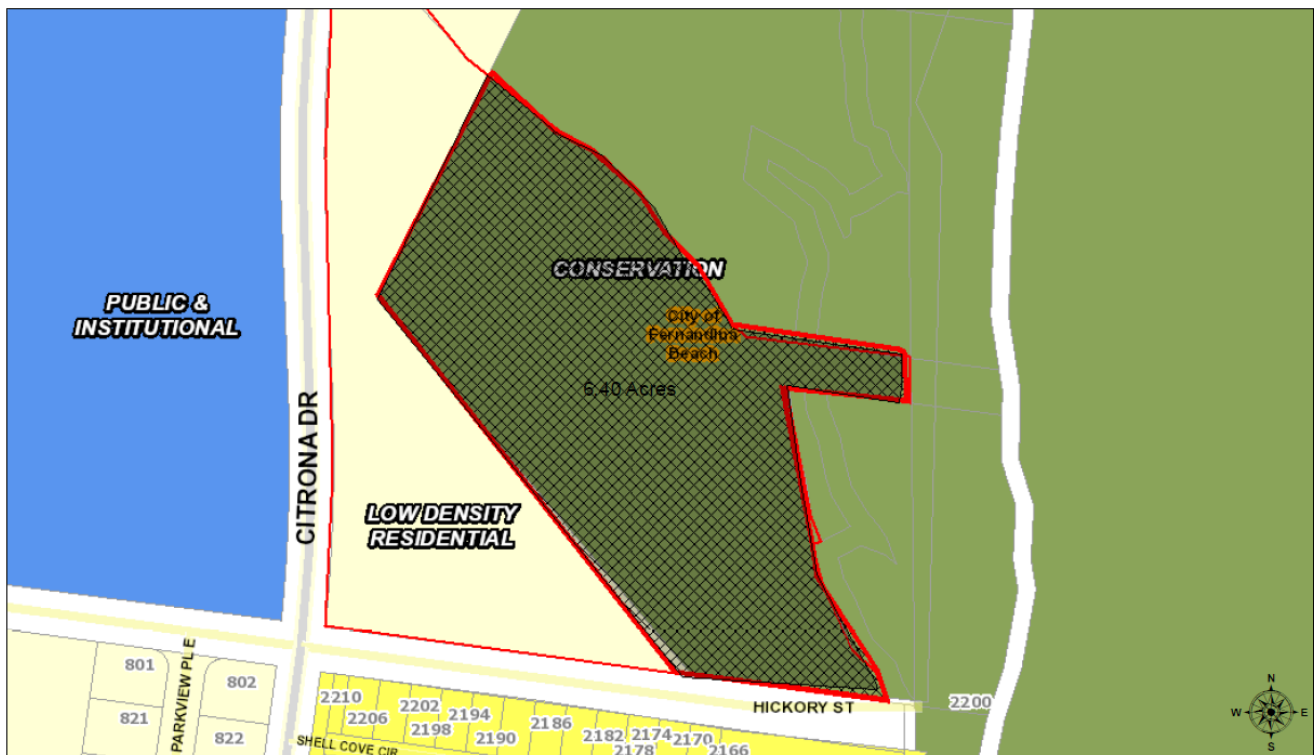
COMMISSION ACTION: Enact

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, March 19, 2019 at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2019-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM CONSERVATION (CON) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR PROPERTY TOTALING APPROXIMATELY 6.40 ACRES OF LAND LOCATED ON CITRONA DRIVE; 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 March 6, 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: Resolution 2019-57
Final Plat Approval - Amelia Bluff

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-57

SYNOPSIS: Approval of a Final Plat is requested for a 30-dwelling unit subdivision on 11.71 acres of Low Density Residential (R-1) land. The subject property is located on Citrona Drive between Hickory Street and Fir Street and identified as "Amelia Bluff."

In 2017, the City vacated a portion of unopened right-of-way (Ordinance 2017-25) known as, "Gum Street", which ran through the mid- section of the site. The City and property owner entered into a Memorandum of Understanding (MOU) (Resolution 2017-123) which stipulated certain criteria be met as part of any land development approvals. The wetlands portion of the property totaling 3.63 acres of land was transferred to the City of Fernandina through a quit claim deed on March 20, 2018 (Resolution 2018-39). Access to the abutting properties under ownership of the Florida Department of Transportation and located on the eastern edge of the property was established through the creation of a public right-of-way under Resolution 2018-40 on March 20, 2018. The City Commission approved the Amelia Bluff preliminary plat through Resolution 2018-64 on May 1, 2018. Site work commenced in May and infrastructure improvements have been installed. The City will inspect the roadways and infrastructure improvements and the required maintenance bonds will be received at the time a final plat receives signatures from City officials.

The preliminary and final plats have been reviewed by the City's Technical Review Committee (TRC) and received a compliance letter. The applicant has fulfilled the requirements of the MOU and requests approval of the subdivision as designed to meet or exceed standards of the Low Density Residential land use category (*as pending approval under PAB Case 2019-01*) and R-1 zoning district and applicable LDC policies. Receipt of payment for the future purchase of conservation lands will be forthcoming at the time the final plat is approved.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-57.

Kelly Gibson, AICP, Planning Director 3/5/2019

Dale Martin, City Manager 3/7/2019

Tammi E. Bach, City Attorney 3/8/2019

Date: March 01, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2018-26 TITLED "AMELIA BLUFF"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amelia Bluff, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled, "Amelia Bluff"; and

WHEREAS, the Amelia Bluff subdivision includes the creation of thirty lots for single family home sites; and

WHEREAS, the Technical Review Committee has reviewed the preliminary and final plat under SPR 2017-09 and is pending a local development order; and

WHEREAS, staff has reviewed the applicant's request for a preliminary plat and found the request to be compliant with the City's Comprehensive Plan, Land Development Code and Resolution 2017-123 Memorandum of Understanding; and

WHEREAS, on January 9, 2019, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval by a vote of 5-0, subject to the approval of the Future Land Use Map Assignment of Low Density Residential to the property.

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

SECTION 1. The plat titled "Amelia Bluff," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 19th 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



STAFF REPORT
PAB 2018- 26 (Final Plat)
Planning Advisory Board Hearing
November 14, 2018 (January 15, 2019)
***CC Meeting March 19, 2019**

APPLICATION FOR FINAL PLAT
AMELIA BLUFF SUBDIVISION

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Amelia Bluff, LLC				
AGENT:	Gillette and Associates				
REQUESTED ACTION:	30 detached single-family homes				
LOCATION:	Citrona Drive				
CURRENT ZONING:	R-1				
CURRENT LAND USE:	Conservation (CON) – Pending PAB Application 2019-01 to Low Density Residential				
EXISTING USES ON SITE:	vacant				
PROPERTY SIZE:	11.71 Acres (As of 3/20/18 -COFB Resolution 2018-39)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant Land	N/A	R-1	Low Density Residential
	South	Shell Cove Subdivision (Ord.15-23)	2016	R-2 with PUD	Medium Density Residential
	East	Egans Creek Greenway	N/A	CON	Conservation
	West	Fernandina Beach Middle and High Schools		PI-1	Public and Institutional

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Approval of a Final Plat is requested for a 30-dwelling unit subdivision on 11.71 acres of Low Density Residential (R-1) land. The subject property is located on Citrona Drive between Hickory Street and Fir Street and identified as "Amelia Bluff." The developed density of the site is proposed to be 2.56 dwelling units per acre. Existing uses surrounding the property are described in the preceding section. Two points of ingress and egress will be located on Citrona Drive, pending approval of Nassau County for roadway access.

In 2017, the City vacated a portion of unopened right-of-way (Ordinance 2017-25) known as, "Gum Street", which ran through the mid- section of the site. The City and property owner entered into a Memorandum of Understanding (MOU) (Resolution 2017-123) which stipulated certain criteria be met as part of any land development approvals. The wetlands portion of the property totaling 3.63 acres of land was transferred to the City of Fernandina through a quit claim deed on March 20, 2018 (Resolution 2018-39). Access to the abutting properties under ownership of the Florida Department of Transportation and located on the eastern edge of the property was established through the creation of a public right-of-way under Resolution 2018-40 on March 20, 2018. The City Commission approved the Amelia Bluff preliminary plat through Resolution 2018-64 on May 1, 2018. Site work commenced in May and infrastructure improvements have been installed. The City will inspect the roadways and infrastructure improvements and the required maintenance bonds will be received at the time a final plat receives signatures from City officials.



STAFF REPORT
PAB 2018- 26 (Final Plat)
Planning Advisory Board Hearing
November 14, 2018 (January 15, 2019)
***CC Meeting March 19, 2019**

The preliminary and final plats have been reviewed by the City's Technical Review Committee (TRC) and received a compliance letter. The applicant has fulfilled the requirements of the MOU and requests approval of the subdivision as designed to meet or exceed standards of the Low Density Residential land use category (as pending approval under PAB Case 2019-01) and R-1 zoning district and applicable LDC policies. Receipt of payment for the future purchase of conservation lands will be forthcoming at the time the final plat is approved.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.02. 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.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. While the City's ability to maintain adopted levels of services for these items was confirmed at the time of the original approval of development rights for this property, the City's TRC review process also confirms and documents service capabilities. The City can serve this property as proposed and meet or exceed all required levels of service for each facility or service area.

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. Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. No leapfrog development is occurring. The subdivision will be accessed from existing and improved rights-of-way under maintenance obligation by Nassau County.

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	See Policy 4.02.01



STAFF REPORT
PAB 2018- 26 (Final Plat)
Planning Advisory Board Hearing
November 14, 2018 (January 15, 2019)
***CC Meeting March 19, 2019**

Facilities

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

Policy 4.01.02. 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.

Five public facilities have adopted levels of service under the City's Comprehensive Plan: Transportation, Water, Sewer, Drainage, and Solid Waste. The applicant's request for final plat approval complies with the established Future Land Use Map category of Low Density Residential (LDR) and R-1 (Low Density Residential) zoning district with a proposed developed density of 2.56 dwelling units per acre. The LDR land use category allows for up to four (4) dwelling units per acre, the potential of the site could have resulted in a maximum of 34 dwelling units. The Amelia Bluff final plat is requesting approval for 30 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 30 dwelling units, Staff estimates that approximately 287 Average Daily Trips (ADT) are generated by the proposed development; resulting in 30 p.m. peak hour trips. Traffic impacts would primarily be handled on State and Nassau County maintained roadways. Standard ITE rates and methodology for vehicular transportation impacts will not provide analysis beyond the rates described without additional traffic modeling. The City's existing ordinance does not require additional analysis to be performed. However, the impact associated with 30 new homes and the existing daily traffic pattern with the neighboring Fernandina Beach Middle School and High School cannot be ignored.

Staff has requested that the site engineer to work with Nassau County to develop crosswalks for pedestrian and bicycle access to provide safe movement across Citrona Drive. Congestion along Citrona Drive historically exists in keeping with the schools' daily schedule for student drop off and pick up. Staff has witnessed bicycle and pedestrian conflicts within this area during the morning and afternoon hours as students living nearby typically walk or bike to school. The existing sidewalk fronting the schools is in poor condition and expansion of sidewalks to an 8- 10-foot multi-use path should be considered and budgeted to avoid continued mode conflicts. County and City planning staff are examining options for improvements within this corridor through use of Transportation Alternative Project (TAP) federal funds as allocated through the North Florida Transportation Planning Organization (TPO).



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Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This is similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 14,350 gallons of water per day (41 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 24,150 gallons of wastewater per day (30 units x 2.3 x 350 gallons per ERC per day). The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations are made in conjunction with TRC site plan review and necessary improvements will be required to be demonstrated on engineering plan sets.

As for solid waste and drainage, the City currently has contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the final plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

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, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

- A. A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**
- B. In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**
 - 1. The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
 - 2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**



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3. **The proposed name of the subdivision.**
4. **Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**
5. **All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.**
6. **Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.**
7. **Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.**
8. **Location of the nearest available public water supply and wastewater disposal system.**
9. **A topographic survey, soils report, grading plan, and an erosion control plan.**
10. **Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.**
11. **A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.**
12. **A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.**
13. **A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.**

The applicant has complied with the subdivision requirements for review of the final plat request. Additionally, the final plat is consistent with LDC section 4.04.00 minimum subdivision requirements. The Preliminary Plat has been reviewed for technical completeness by the City's TRC and a compliance letter was issued on June 4, 2018. No adjustments to the lot configuration has been requested between the time of preliminary and final plat application requests. Requirements associated with infrastructure improvements and landscape compliance are addressed in the applicant's site plan and engineering documents as provided as part of the preliminary plat review and attached as back up to this request.

CONCLUSION:

Staff finds the applicant's requested action to be consistent with applicable policies of the City's Comprehensive Plan, Land Development Code, and the requirements contained in the MOU (Resolution 2017-123) and recommends approval. The owner and engineer have worked closely with staff to design with nature in mind in an effort to preserve the tree canopy and surrounding native vegetation and to reduce fill and grade activities associated with infrastructure installation by working the natural topography. Although not part of any City requirements, Staff hopes that the developer will continue to work with Nassau County engineering office to ensure safe crosswalks are installed and inspections completed.

The City Commission voted to approve Ordinance 2019-08 at first reading on February 19, 2019. Final plat approval is required in order to subdivide the property into the individual homesites. The applicant's request and subsequent issuance of an approved resolution to convey lots will fulfil LDC requirements.



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***CC Meeting March 19, 2019**

Submitted by:

Kelly N. Gibson, AICP
Director of Planning and Conservation

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ _____ TYPE: _____

APPLICATION #: _____

CASE #: _____

BOARD MEETING DATE: _____

**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 INFORMATIONOwner Name: Amelia Bluff, LLCMailing Address: 4339 Roosevelt Blvd, Jax, FL 32210Telephone: 904-545-10590 Fax: n/aEmail: wheardjr@comcast.netAgent Name: Gillette & Associates, Inc.Mailing Address: 20 South 4th St, Fernandina Bch, FL 32034Telephone: 904-261-8819 Fax: n/aEmail: nick@gilletteassociates.com**PROPERTY INFORMATION**Street Address: Citrona Drive & Hickory StreetParcel Identification Number(s): 00-00-31-1180-0017-0000Lot Number: 17, 18, 19 Block Number: _____ Subdivision: _____Section: 26 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: 30

Less than One (1) acre Sq. Footage: — One (1) Acre or Greater: 15.34

Existing Zoning Classification: R-1

Existing Future Land Use Classification: LDR

Previous Planning/Zoning Approvals: TRC 2017-09

Description of Request:

Final Subdivision plat for
Amelia Bluff

SIGNATURE/NOTARY

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

10/18/18 [Signature]
Date Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss



Subscribed and sworn to before me this 18th day of October, 2018

[Signature]
Notary Public: Signature

Tamra Krueger
Printed Name

11/21/21
My Commission Expires

Personally Known ✓ OR Produced Identification ID Produced:



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I/WE AMELIA BLUFF, LLC
(print name of property owner(s))

hereby authorize: Gillette ? Associates, Inc.
(print name of agent)

to represent me/us in processing an application for: _____
(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.

William R Howell, II
(Signature of owner) MANAGER

(Signature of owner)

William R Howell, II
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF DUVAL " }
~~DUVAL~~ ~~NASSAU~~

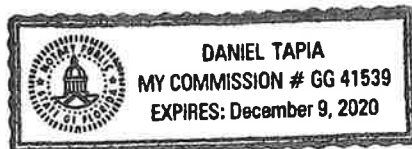
Subscribed and sworn to before me this 24TH day of SEPTEMBER, 2018.

[Signature]
Notary Public Signature

DANIEL TAPIA
Printed Name

DEC-9, 2020
My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FL DRIVER'S LIC.





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE AMELIA BLUFF, LLC
(print name of property owner(s))
hereby authorize: Gillette & Associates Inc
(print name of agent)
to represent me/us in processing an application for: Final Plat
(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.

William R Howell, II
(Signature of owner) MANAGER

(Signature of owner)

William R Howell, II
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF DUVAL SS

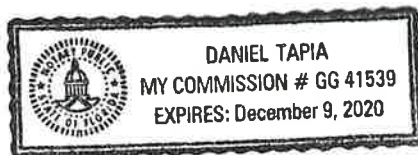
Subscribed and sworn to before me this 24TH day of SEPTEMBER, 2018.

[Signature]
Notary Public: Signature

DANIEL TAPIA
Printed Name

DEC-9, 2020
My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FL-DRIVER'S LIC.



ENGINEERING PLANS

FOR

AMELIA BLUFF

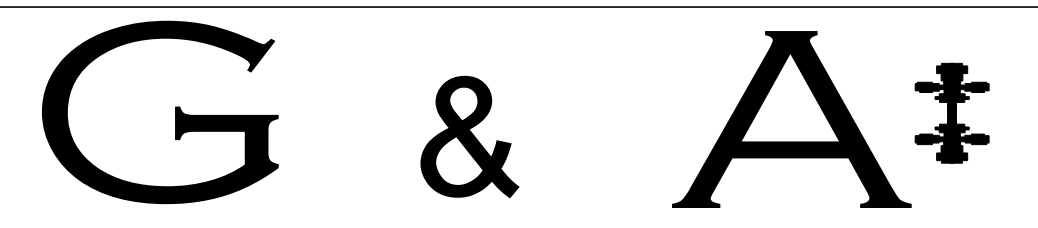
FOR

AMELIA BLUFF LLC

GILLETTE & ASSOCIATES, INC.

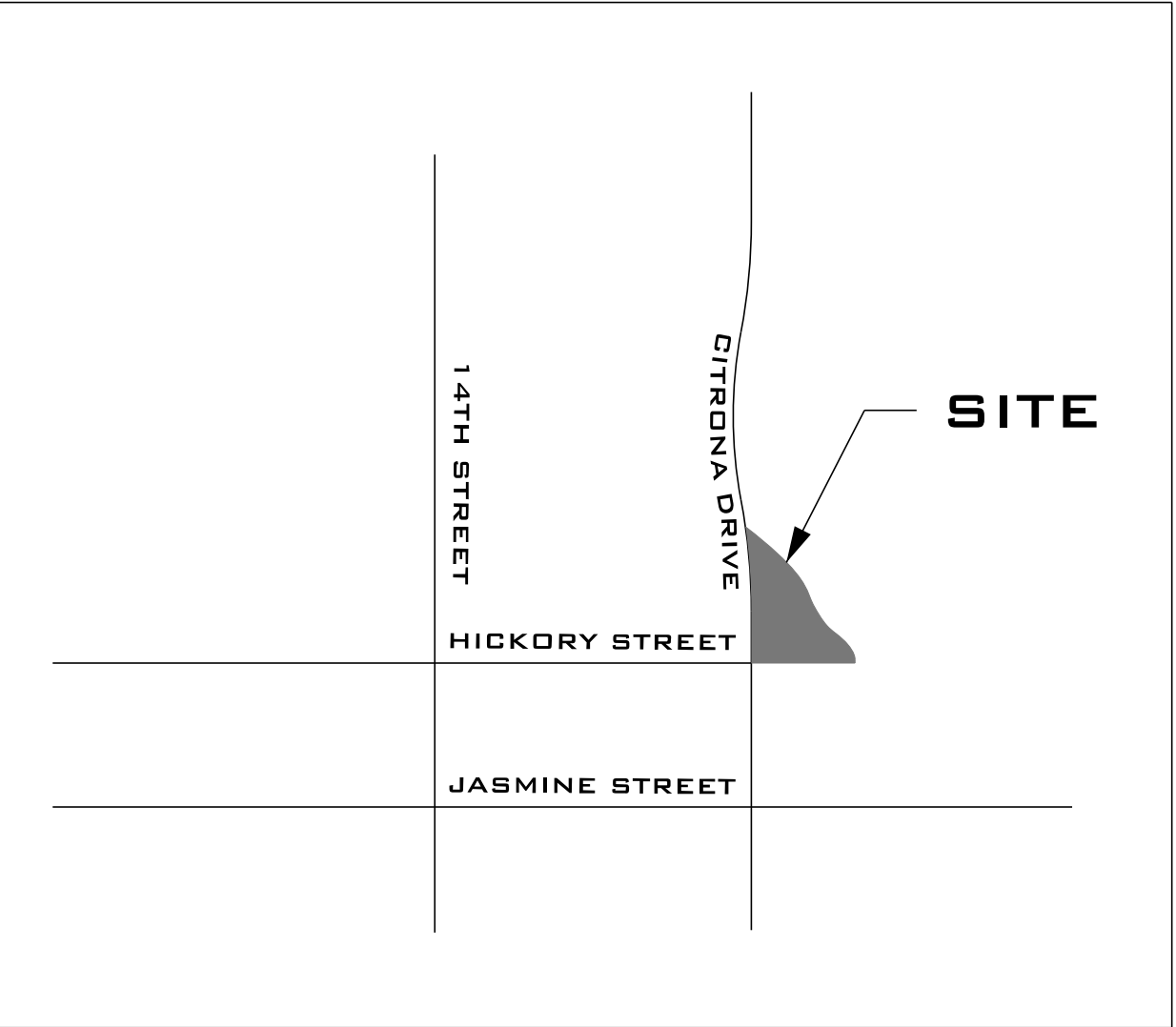
CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: (904) 261-8819



Issue Date:
November 6, 2017
Revision Date:
March 9, 2018

SITE LOCATION MAP



AMELIA BLUFF
FOR
AMELIA BLUFF LLC

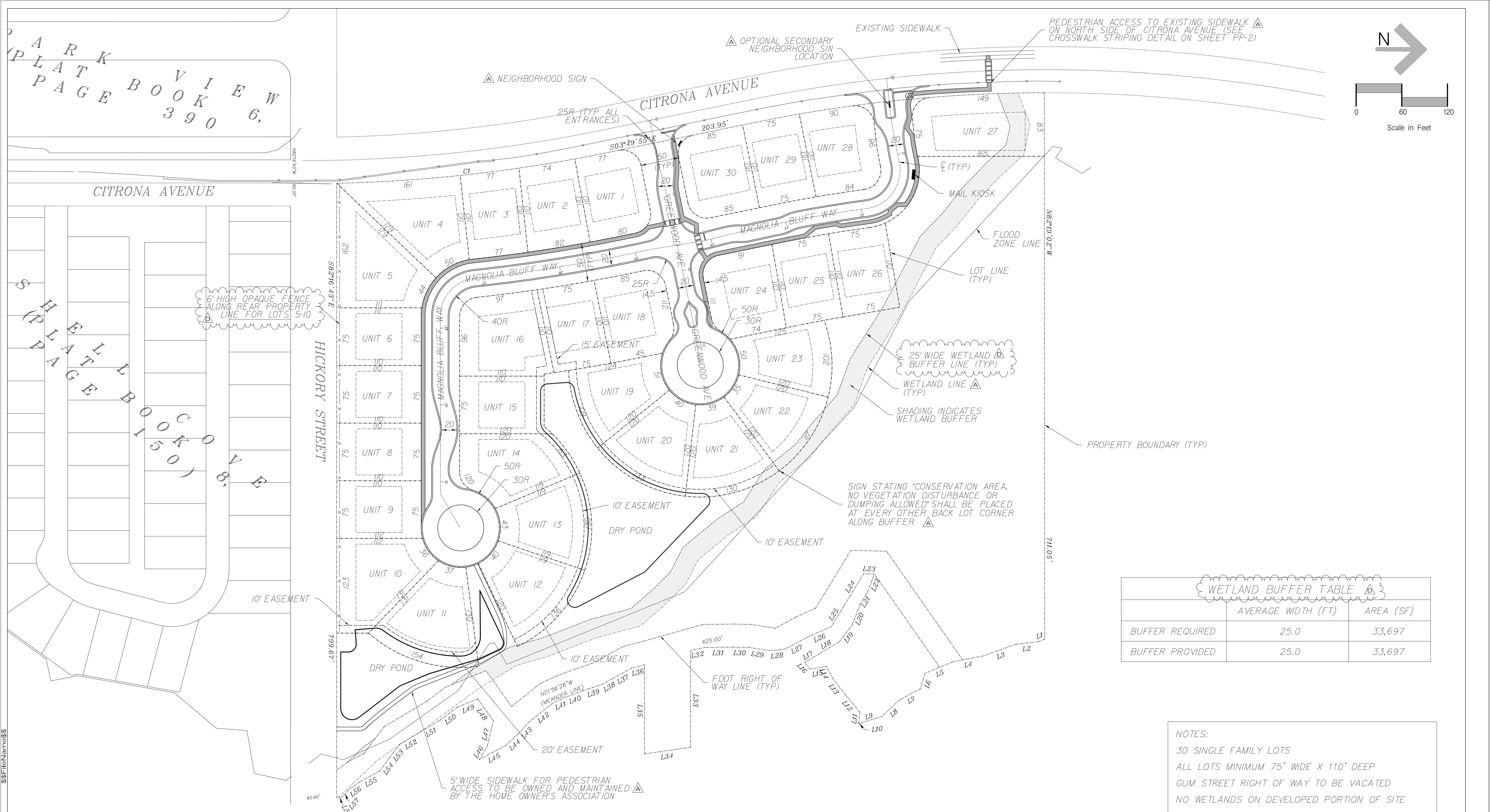
RELEASED FOR CONSTRUCTION BY

PERMITTING AGENCIES
CITY OF FERNANDINA BEACH: 904-310-3421
FDEP: 904-256-1700
SJRWMD: 904-730-6270

G&A Project
No.:17-10.27

\$\$\$times\$\$\$dates\$ \$\$\$\$G&A\$\$\$New\$\$\$

GENERAL NOTES										INDEX																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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1.ALL WORK SHALL BE PERFORMED IN A SAFE MANNER,ALL SAFETY RULES AND GUIDELINES OF O.S.H.A SHALL BE FOLLOWED.THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES,AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT.ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A,REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK. 2.THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE, PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS,EITHER SURFACE OR SUBSURFACE,WHICH MAY AFFECT THE WORK TO BE PERFORMED,AND THE EQUIPMENT,LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT.THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION,AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT.ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. 3.ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER. 4.ELEVATIONS ARE BASED ON NATIONA GEODETIC VERTICAL DATUM OF 1988. 5.TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY:MANZIE & DRAKE (904-491-5700) 6.THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING,RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT. 7.THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN CITY,COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR. 8.THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE.THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS,IN THE EVENT OF ANY CONFLICT WHATSOEVER,THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD,AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION. 9."AS-BUILT" DRAWINGS -AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE,IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION,FIELD LOCATIONS,CERTIFICATION,AND SUBMITTAL OF AS-BUILT DRAWINGS. 10."AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR.RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER. 11.THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS,IF A MONUMENT IS DISTURBED,THE CONTRACTOR SHALL CONTACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT. 12.ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS. 13.ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER. 14.ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED. 15.THE LOCATION OF ALL EXISTING UTILITIES,STRUCTURES,AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED.THE LOCATIONS ARE APPROXIMATE.THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION,IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS,THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY.THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION.THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS.PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION,THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS,AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT. 16.THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS,FOR REVIEW AND APPROVAL,PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE. 17A.UNSUITABLE MATERIALS UNDER WATER,SEWER,OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557). 17B.ALL FINISH FLOORS SHOWN ON THE PLANS ARE MINIMUM ELEVATIONS										18.ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES. 19.WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP),IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST.JOHNS RIVER WATER MANAGEMENT DISTRICT. 20.WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD.THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION,20 FOOT LENGTHS OF C900 (DR18)WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS.THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 21.WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN.WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE,A 20 FOOT SECTION OF C900 (DR18)WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING.THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION.THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER. 22.NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. 23.BLANK 24.TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS.TRACER WIRE SHALL BE A MINIMUM OF 14 GAUGE SOLID COPPER WIRE,COATED,AND SUITABLE FOR BURIAL.WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT. 25.ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS,ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS. 26.ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT. 27.GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED. 28.SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS,THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. 29. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED. 30.THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE.EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS,REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION. 31.ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND COUNTY/CITY BEFORE COMMENCING WORK. 32.MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED. 33.ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. 34.IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT,THE CITY OF FERNANDINA BEACH STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED.IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM THE CITY OF FERNANDINA BEACH. 35.BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (2%) PER CITY OF FB REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS. 36.NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER. 37.STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS,WHERE PAVEMENT SPLITS. THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION 38.ALL CONSTRUCTION,MATERIAL,AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF FB AND COUNTY STANDARDS.										1.WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN.ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH,AND UNDER THE DIRECTION OF THE UTILITY COMPANY. 2.THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH UTHE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES. 3.TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS,ALL 10" AND LARGER VALVES AND LARGER SHALL REQUIRE (4)TIE RODS. MEGA LUG JOINT RESTRAINTS MAY BE USED IN LIEU OF THRUST BLOCKS OR TIE RODS. 4.UNLESS OTHERWISE NOTED,WATER MAINS ARE TO BE PVC DR18,DR-25,C-900 (BLUE),CLASS 150. 5.ALL WATER MAINS SHALL BE BACTERIOLOGICAL AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600.NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED,DISINFECTED,AND CLEARED FOR SERVICE.THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT. 6.THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES.THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE.BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTILITY COMPANY BOIL WATER NOTICE REQUIREMENTS. 7.ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS.FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH. 8.ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS.WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND UNITED WATER FLORIDA. 9.IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH,WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED,BASED ON APPROVAL OF THE PERMITTING AGENCY,DUCTILE IRON PIPE,FITTINGS,AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA.THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED,ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING.THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL. 10.2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS. 11.A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 3 FEET EITHER SIDE OF PROPERTY LINE,ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB.ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB. 12.ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS. 13.ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED. 14.BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN.TEST RESULTS SHALL BE SUBMITTED TO AND APPROVED BY THE UTILITY COMPANY PRIOR TO ACCEPTANCE OF INSTALLATION. 15.MAXIMUM DEPTH ON WATER SERVICES TO METER TO BE 36".										COVER SHEET INDEX SHEET PREDEVELOPMENT/DEMOLITION PLAN LOT LAYOUT PLAN POST-DEVELOPMENT DRAINAGE PLAN LOT GRADING PLAN PLAN AND PROFILE SHEET KEY PLAN AND PROFILE SHEETS TREE RETENTION/REMOVAL PLAN MISCELLANEOUS DETAILS WATER DETAILS SEWER DETAILS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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																				1.WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED,COMPLETED,AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE.(NFPA 1,16.4.3.1,2009 EDITION) 2.CLEARANCES OF SEVEN AND ONE HALF FEET (7 FT-6 IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT,WITH A FOUR FOOT CLEARANCE TO THE REAR OF THE HYDRANT.(NFPA 1,16.3.4.1,2009) 3.NEW FIRE HYDRANT(S) SHALL BE INSTALLED SO THAT POSITIONED NOT MORE THAN 7 FEET 6 INCHES AWAY FROM CURB OR BERM OF THE ROADWAY.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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WETLAND BUFFER TABLE		
	AVERAGE WIDTH (FT)	AREA (SF)
BUFFER REQUIRED	25.0	33,697
BUFFER PROVIDED	25.0	33,697

NOTES:
30 SINGLE FAMILY LOTS
ALL LOTS MINIMUM 75' WIDE X 110' DEEP
GUM STREET RIGHT OF WAY TO BE VACATED
NO WETLANDS ON DEVELOPED PORTION OF SITE

K

J

I

H

G

F

E

D

C

B

A

No.

NG

NG

BM

BM

3918

22218

11618

121817

REVISED PER COFB COMMENTS

REVISED ROADWAY ORIENTATION

REVISED PER COFB COMMENTS

REVISED PER SJRWMD COFB COMMENTS

Revision

Scale: 1" = 60'

Project Mgr: NG

Designed by: NG

Drawn by: BM

QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A⁺

GILLETTE & ASSOCIATES, INC.

20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034

PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

LOT LAYOUT PLAN

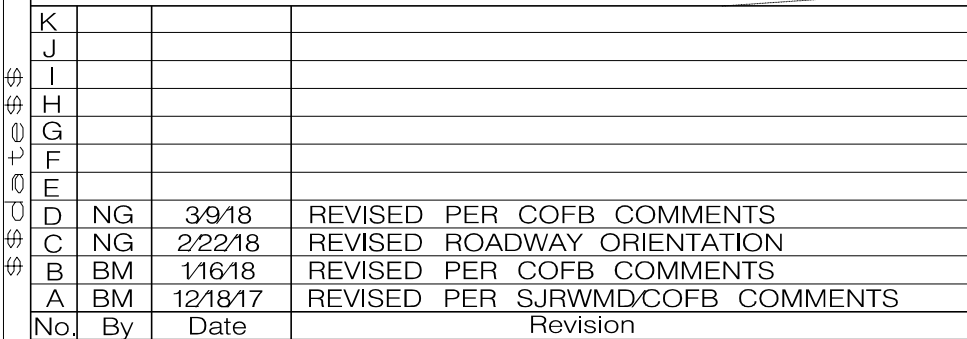
Registered Professional

SHEET NO.
LLP-1

4 of 15

Issue Date
March 9, 2018

Project No.
17-10.27



Scale: 1" = 60'	
Project Mgr: NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Designed by: NG	
Drawn by: BM	Certificate of Authorization No. 9332
QA/QC: AG	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

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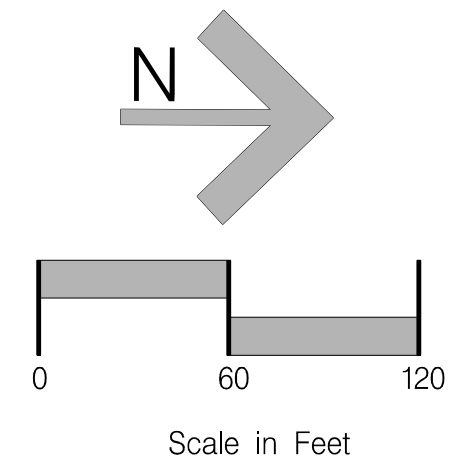
Registered Professional

SHEET NO.
DR-1

5 of 15

Issue Date
March 9, 2018

Project No.
17-10.27

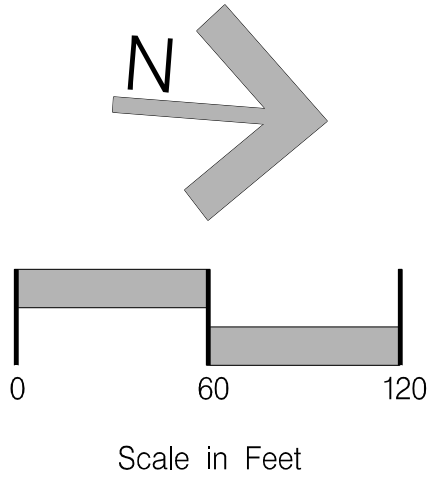


NOTE:
ALL FINISHED FLOOR ELEVATIONS LISTED
ARE FOR THE LOWEST FLOOR OF THE
STRUCTURE. THIS MAY INCLUDE THE
GARAGE IF IT IS ENCLOSED.

* SEE SHEET DT-1 FOR DETAILS FOR
STRUCTURES S-DROP 1 & S-DROP 2

	NAME	TYPE	TOP/ INLET ELEV.	INVERT ELEVATION			
				N	S	E	W
	S-1	CURB INLET	12.68	9.08	—	—	—
	S-2	CURB INLET	12.68	—	9.04	9.04	—
	S-3	MANHOLE	11.82	9.09	—	—	8.59
	S-4	CURB INLET	11.67	—	8.01	6.51	—
	S-5	TYPE C INLET	10.00	—	—	—	6.46
	S-6	CURB INLET	18.09	14.74	—	—	—
	S-7	CURB INLET	18.09	—	14.69	12.44	—
	S-8	CURB INLET	15.26	11.89	11.64	—	—
	S-9	CURB INLET	15.26	11.54	11.04	—	11.53
	S-10	MANHOLE	13.84	10.87	—	8.12	—
	S-11	TYPE C INLET	11.50	—	—	—	7.97
	S-12	CURB INLET	15.26	—	11.91	—	—
	S-13	CURB INLET	15.26	11.84	—	11.59	—
	S-14	MES	—	—	—	—	—
	S-15	MES	—	—	—	—	—
K	S-DROP 1	DROP STR	11.83	—	—	8.50	—
	S-OUT 1	MES	—	—	—	—	4.00
K	S-DROP 2	DROP STR	13.85	—	—	10.50	—
	S-OUT 2	MES	—	—	—	—	7.00

PIPE TABLE 					
NAME	FROM	TO	SIZE	LENGTH	MATERIAL
P-1	S-1	S-2	18"	27'	RCP
P-2	S-2	S-3	18"	307'	RCP
P-3	S-3	S-4	18"	54'	RCP
P-4	S-4	S-5	36"	87'	HDPE
P-6	S-6	S-7	15"	27'	RCP
P-7	S-7	S-8	15"	292'	RCP
P-8	S-8	S-9	18"	68'	RCP
P-9	S-9	S-10	24"	172'	RCP
P-10	S-10	S-11	24"	151'	RCP
P-12	S-12	S-13	15"	40'	RCP
P-13	S-13	S-9	18"	40'	RCP
P-14	POND 1	POND 2	12"	118'	HDPE
P-DROP 1	S-DROP 1	S-OUT 1	15"	52'	HDPE
P-DROP 2	S-DROP 2	S-OUT 2	15"	30'	HDPE



\$\$\$FileNames\$\$\$

NO.	BY	DATE	REVISION
1	NG	3/9/18	REVISED PER COFB COMMENTS
2	NG	2/22/18	REVISED ROADWAY ORIENTATION
3	BM	1/16/18	REVISED PER COFB COMMENTS
4	BM	12/18/17	REVISED PER SJRWDCOFB COMMENTS

Scale: 1" = 60'
Project Mgr: NG
Designed by: NG
Drawn by: BM
QAQC: AG

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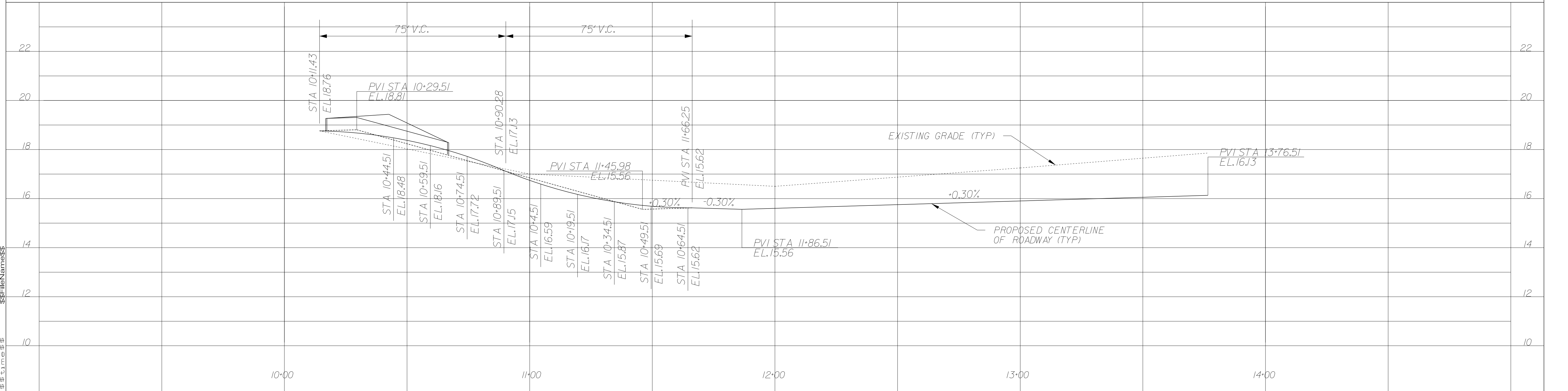
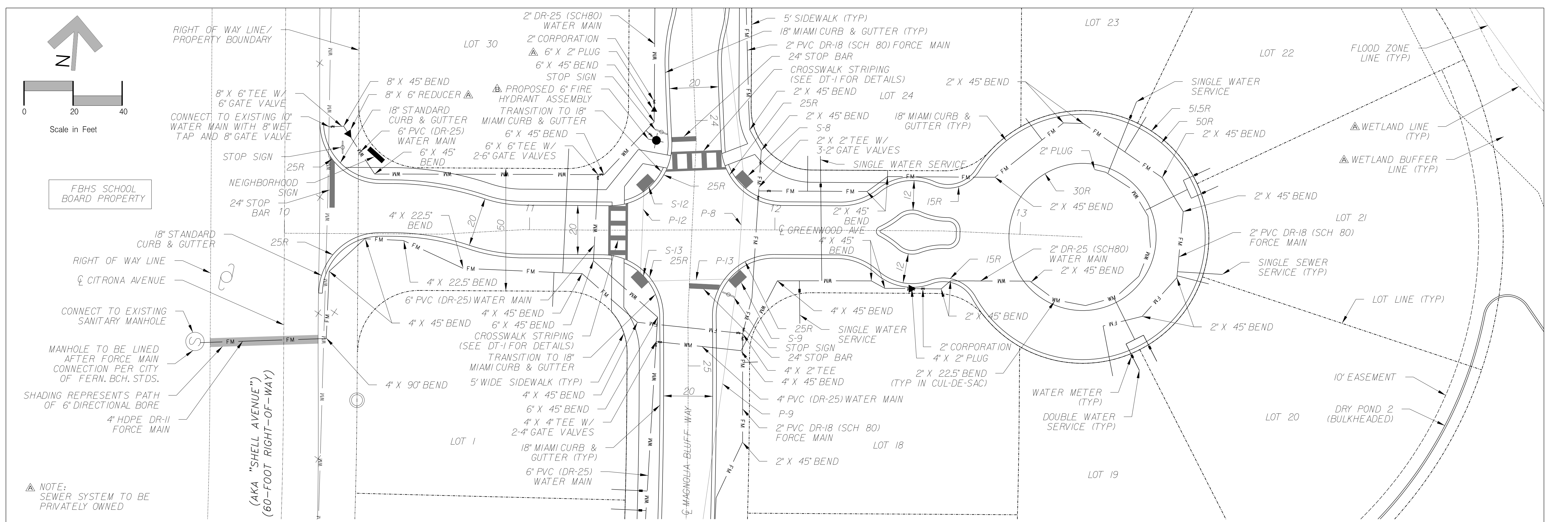
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PHONE: (904) 261-8819

AMELIA BLUFF

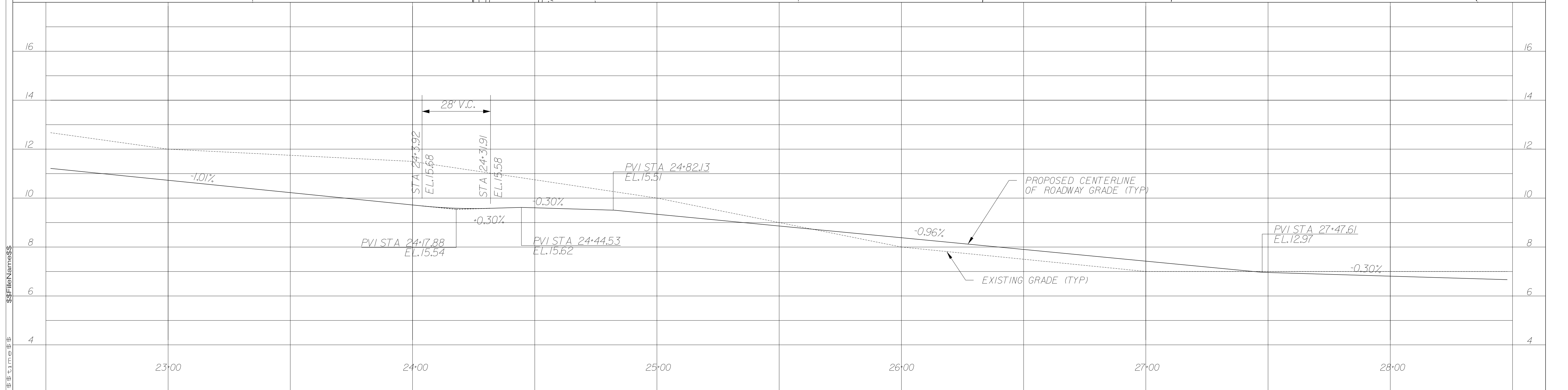
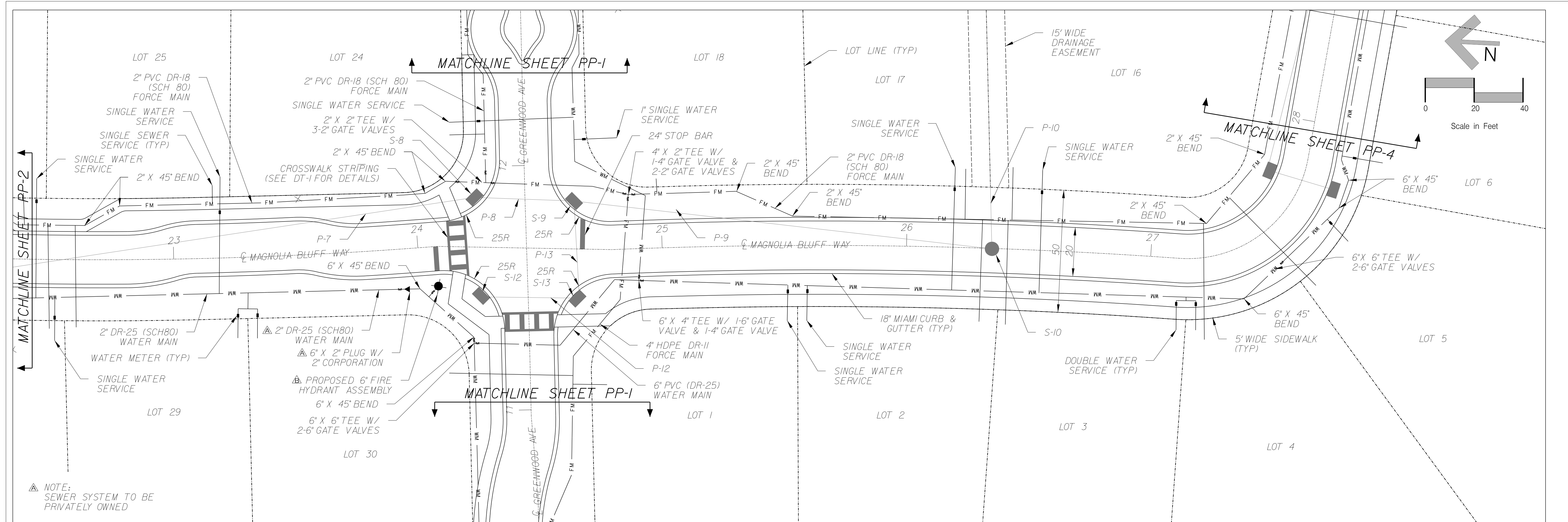
AMELIA BLUFF LLC

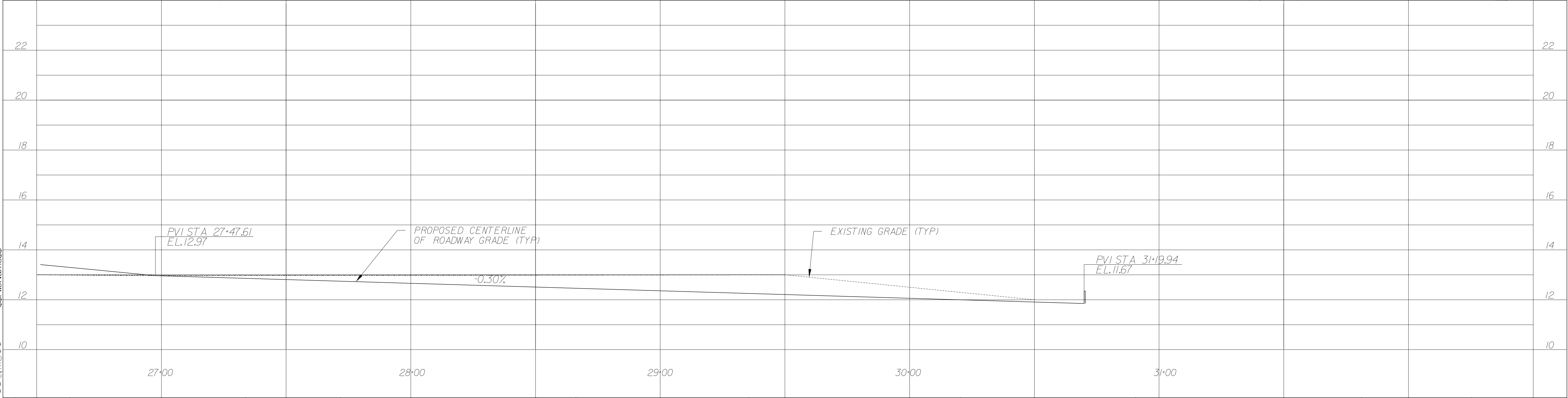
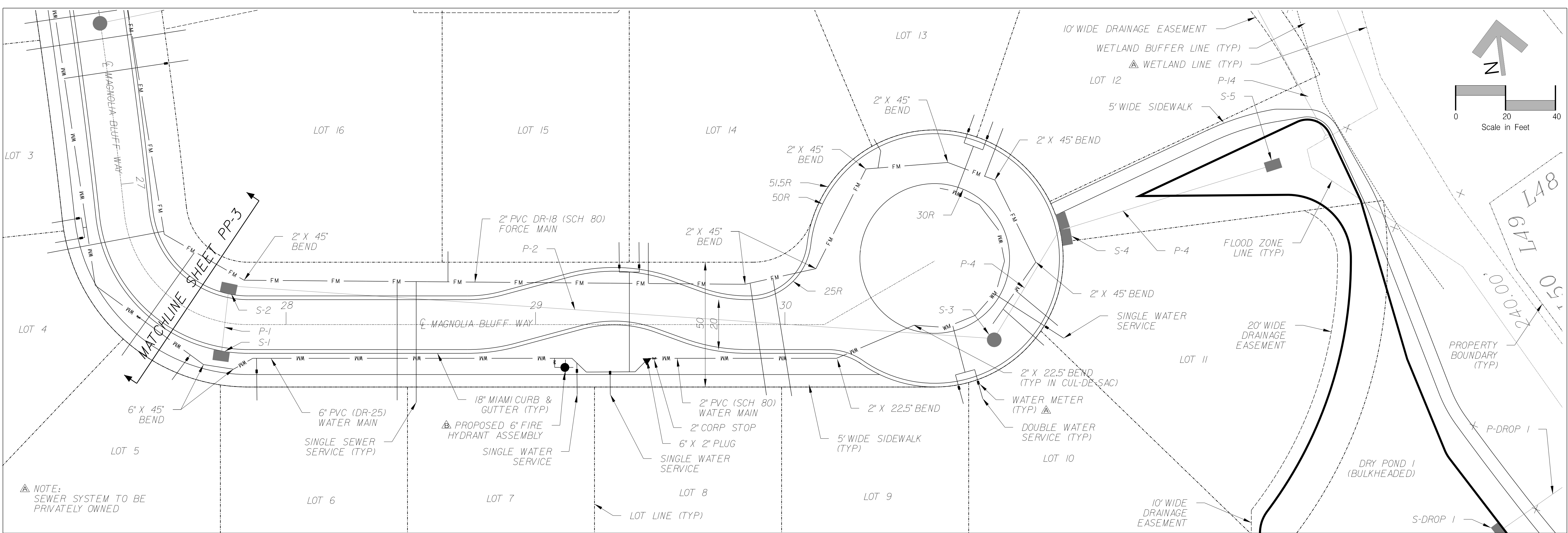
PLAN AND PROFILE
SHEET KEY

				SHEET NO. KEY-1 7 of 15 Issue Date March 9, 2018 Project No. 17-10.27
				Registered Professional

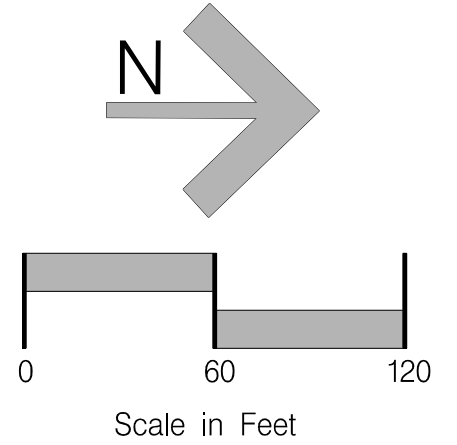


K L J I H G F E D C B A			No.			By			Date			Revision			Scale:			Project Mgr: NG			Designed by: NG			Drawn by: BM			QAQC: AG			Certificate of Authorization No. 9332			DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"			G & A ⁺ GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819			AMELIA BLUFF			AMELIA BLUFF LLC			GREENWOOD AVE PLAN AND PROFILE			Registered Professional			SHEET NO. PP-1 8 of 15 Issue Date March 9, 2018 Project No. 17-10.27		
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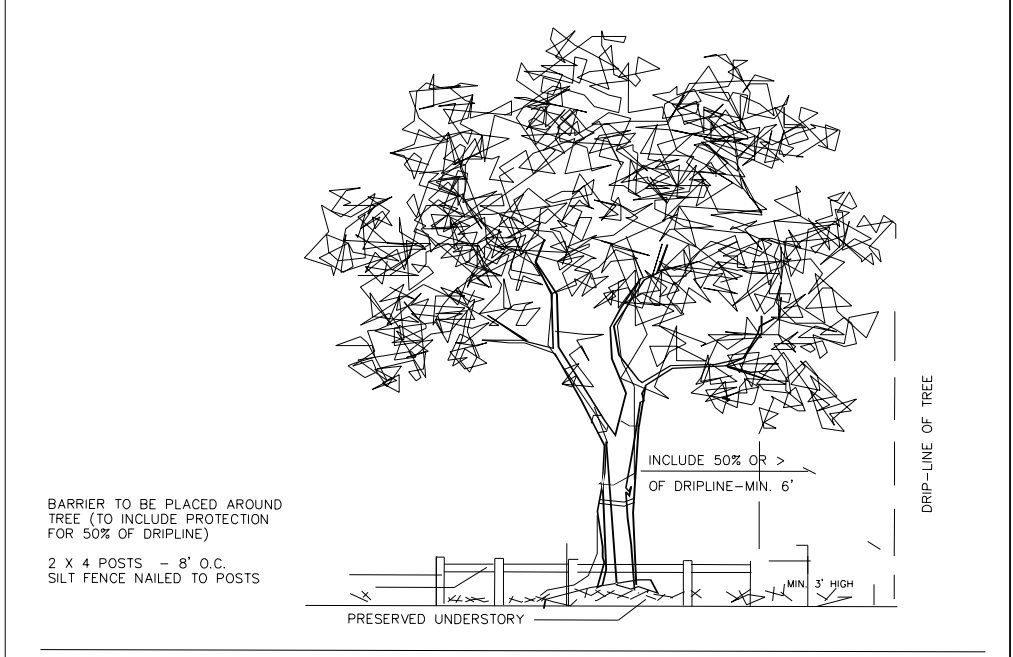
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K J I H G F E D C B A	NG	3918	REVISED PER COFB COMMENTS
	NG	22218	REVISED ROADWAY ORIENTATION
	BM	11618	REVISED PER COFB COMMENTS
	BM	121817	REVISED PER SJRWMDCOFB COMMENTS
	No.	By	Date
Scale: 1" = 20'			
Project Mgr: NG			
Designed by: NG			
Drawn by: BM			
QA/QC: AG			
Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034			
Certificate of Authorization No. 9332			
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AMELIA BLUFF			
AMELIA BLUFF LLC			
MAGNOLIA WAY PLAN AND PROFILE			
Registered Professional			
SHEET NO. PP-4 11 of 15 Issue Date March 9, 2018 Project No. 17-10.27			



- LEGEND
- TREE PROTECTION BARRICADE
 - INDICATES TREE TO BE RETAINED
 - INDICATES TREE TO BE REMOVED
 - INDICATES PROPOSED STREETLIGHT (8)



IN GENERAL NO FILLING, EXCAVATION, TREE REMOVAL, CONSTRUCTION, CLEARING, OR MACHINERY NOT TO SCALE.

TREE PROTECTION DETAIL/SILT FENCE

NOTE TO CONTRACTOR :

REQUIRED TREE PROTECTION BARRICADES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN TREE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR BUILDING/CLEARING PERMIT REVOCATION AS PROVIDED BY COUNTY ORDINANCE.

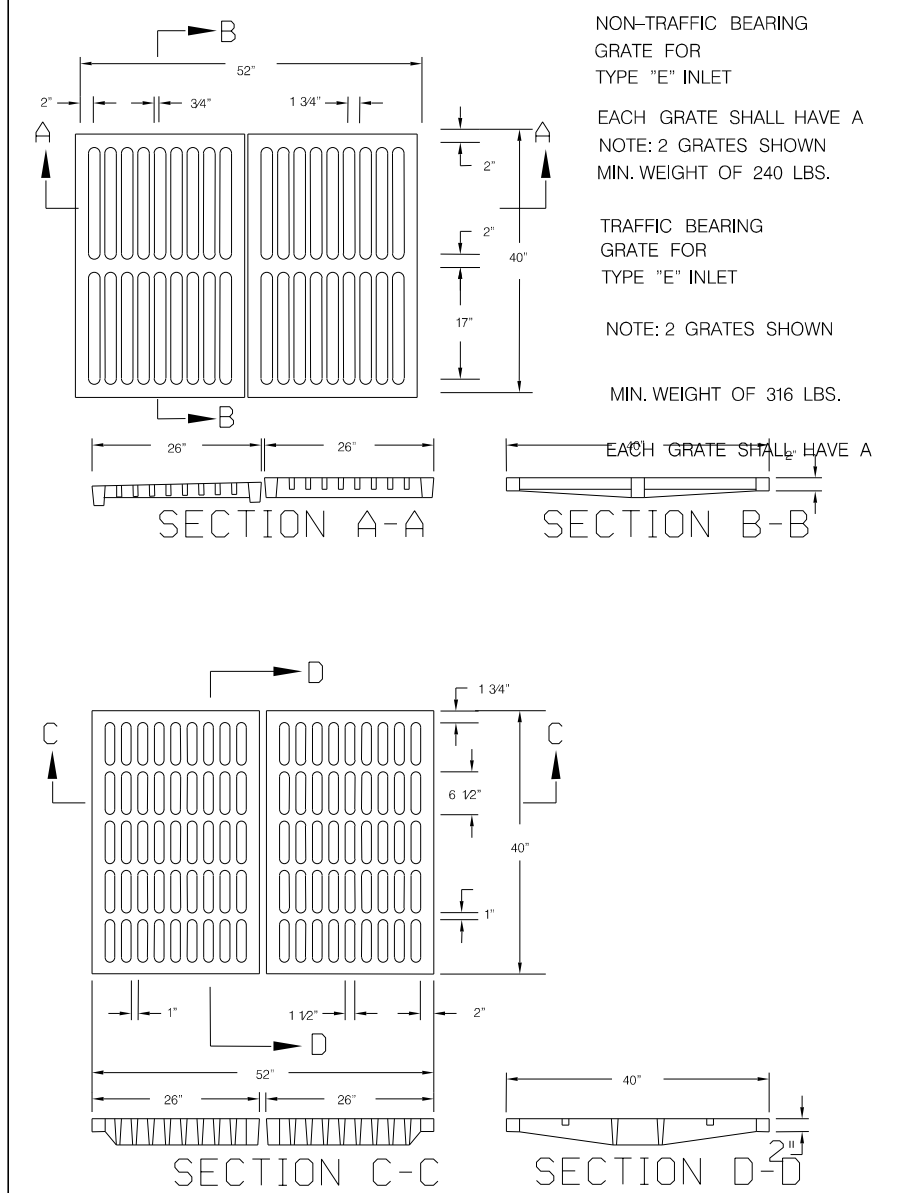
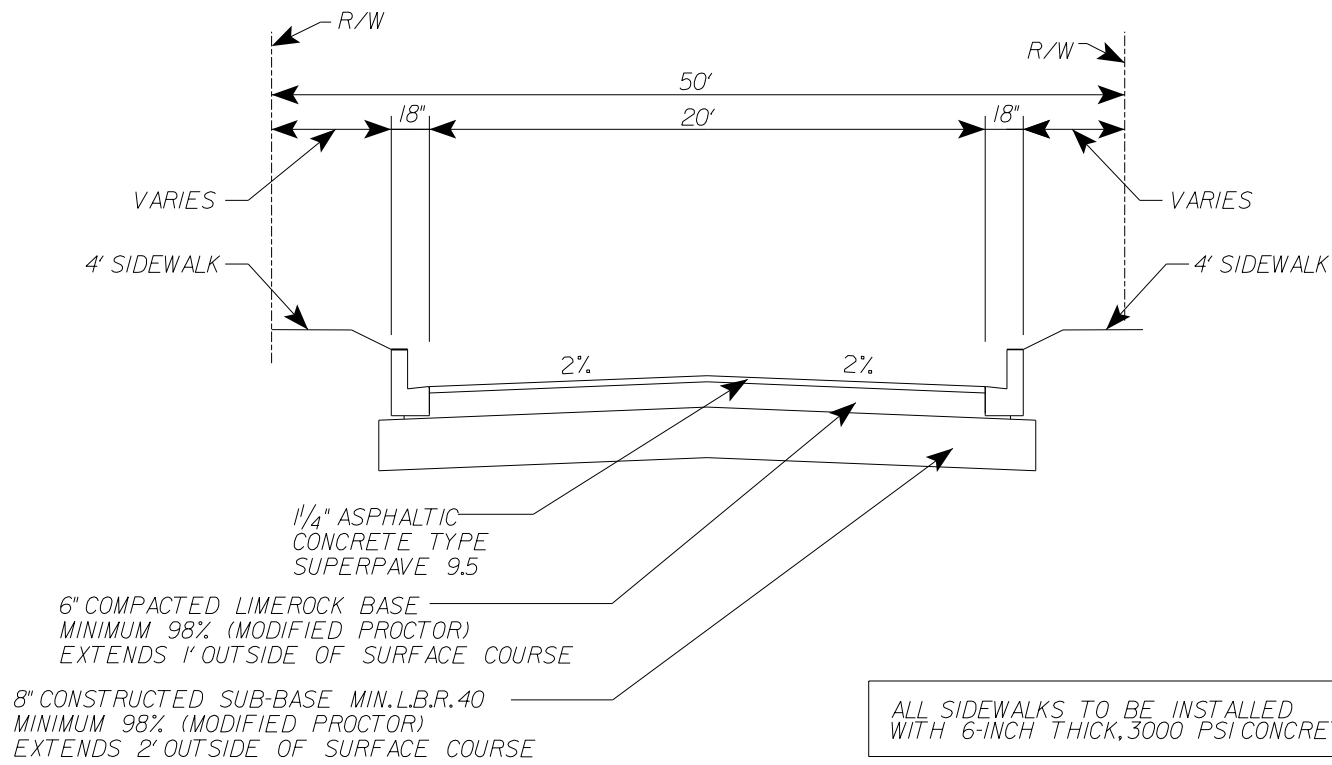
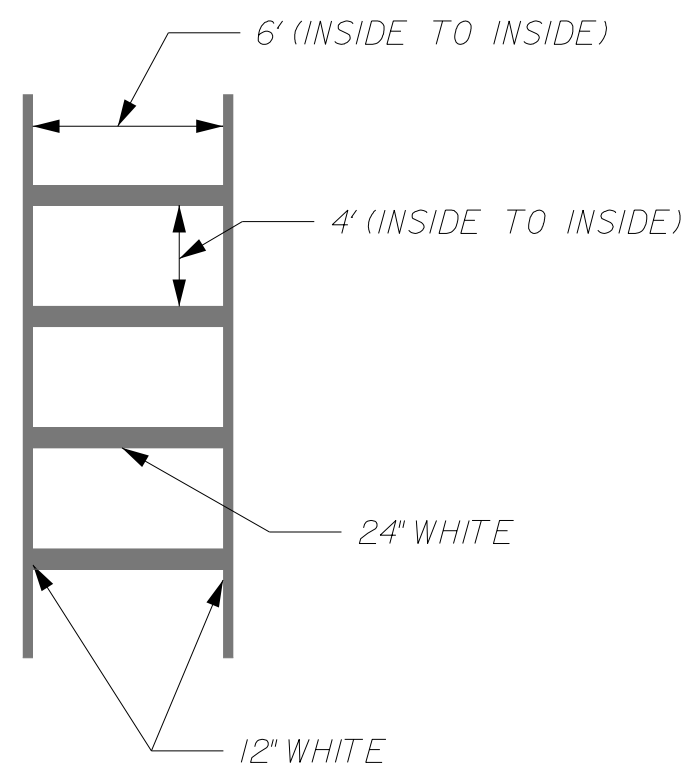
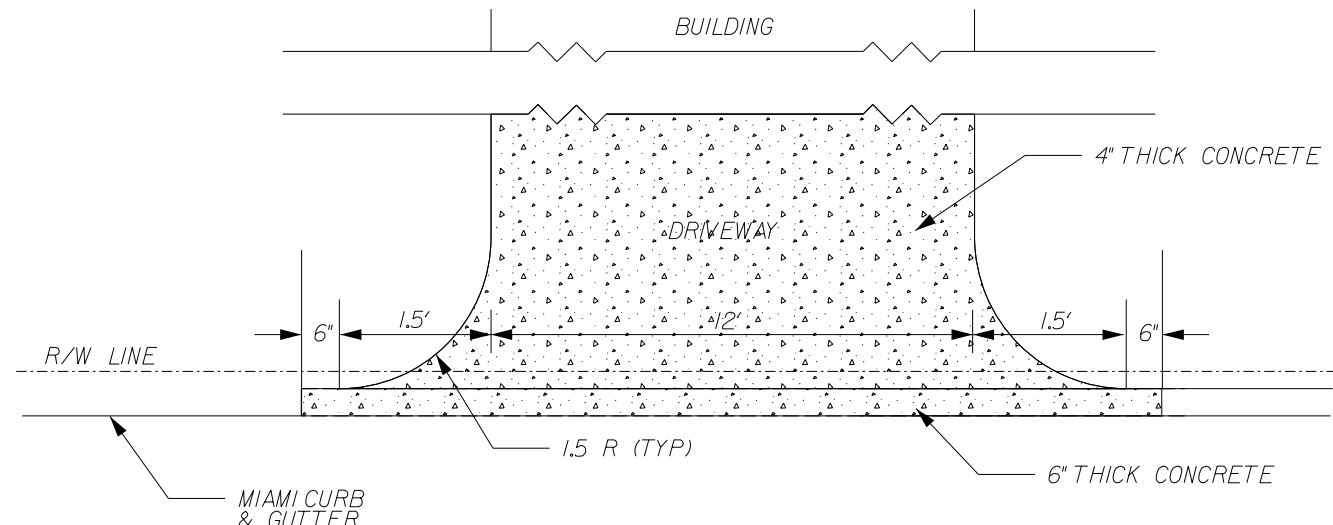
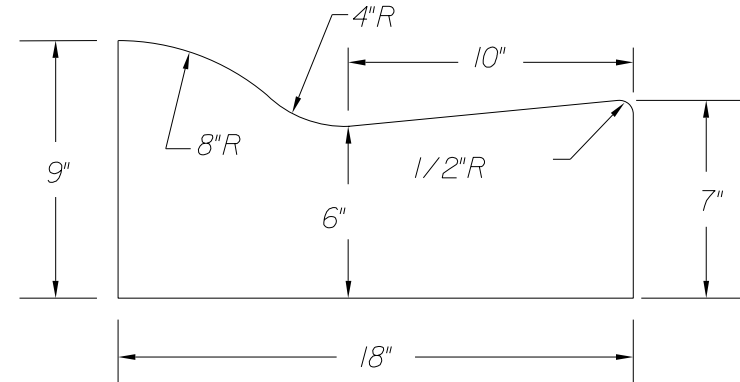
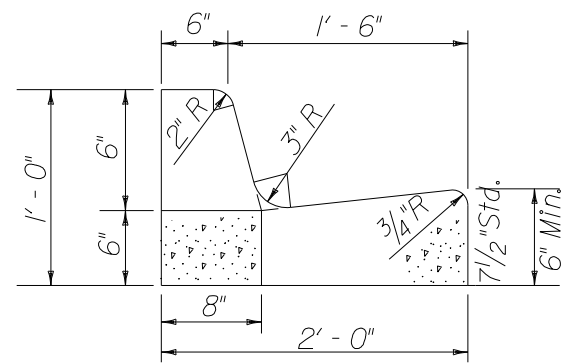
NO TRENCHING OR FILLING WILL BE PERMITTED WITHIN THE "NATURAL AREA" WHICH HAS BEEN SO DESIGNATED DUE TO ITS SIGNIFICANT ECOLOGICAL VALUE AND LANDSCAPE AREA CREDIT.

NOTE TO CONTRACTOR :

EACH TREE TO BE TREATED WITH 2-4 OZ OF AGRHIZONE (BIORIL.COM) IN A 16% SOLUTION

RIGHTS OF WAYS/PONDS/OPEN SPACE AREAS ONLY		
	COUNT	INCHES
	406	4,611
25% REQUIRED RETENTION	N/A	1,153
TOTAL TREES RETAINED:	161	1,191
38" EXCESS TREES RETAINED - NO MITIGATION REQUIRED		

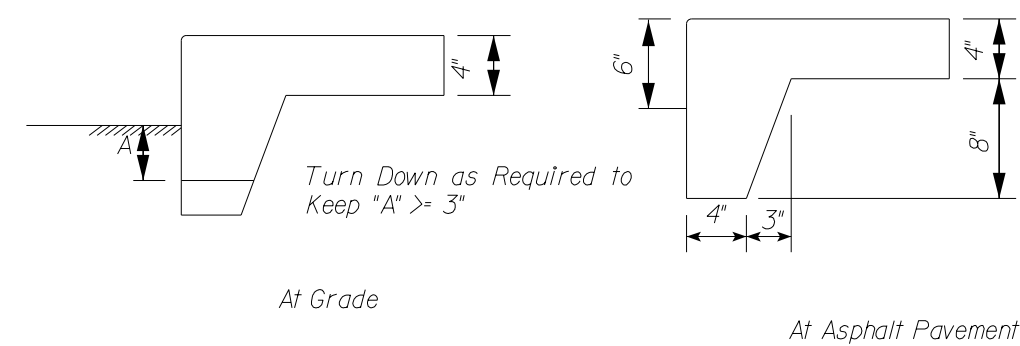
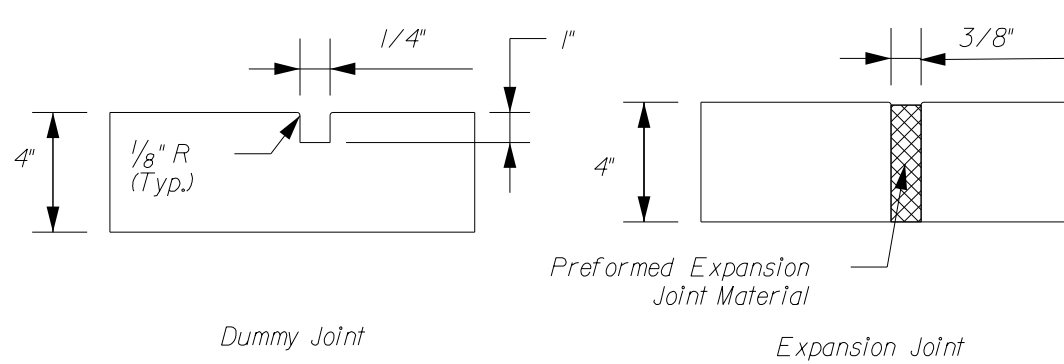
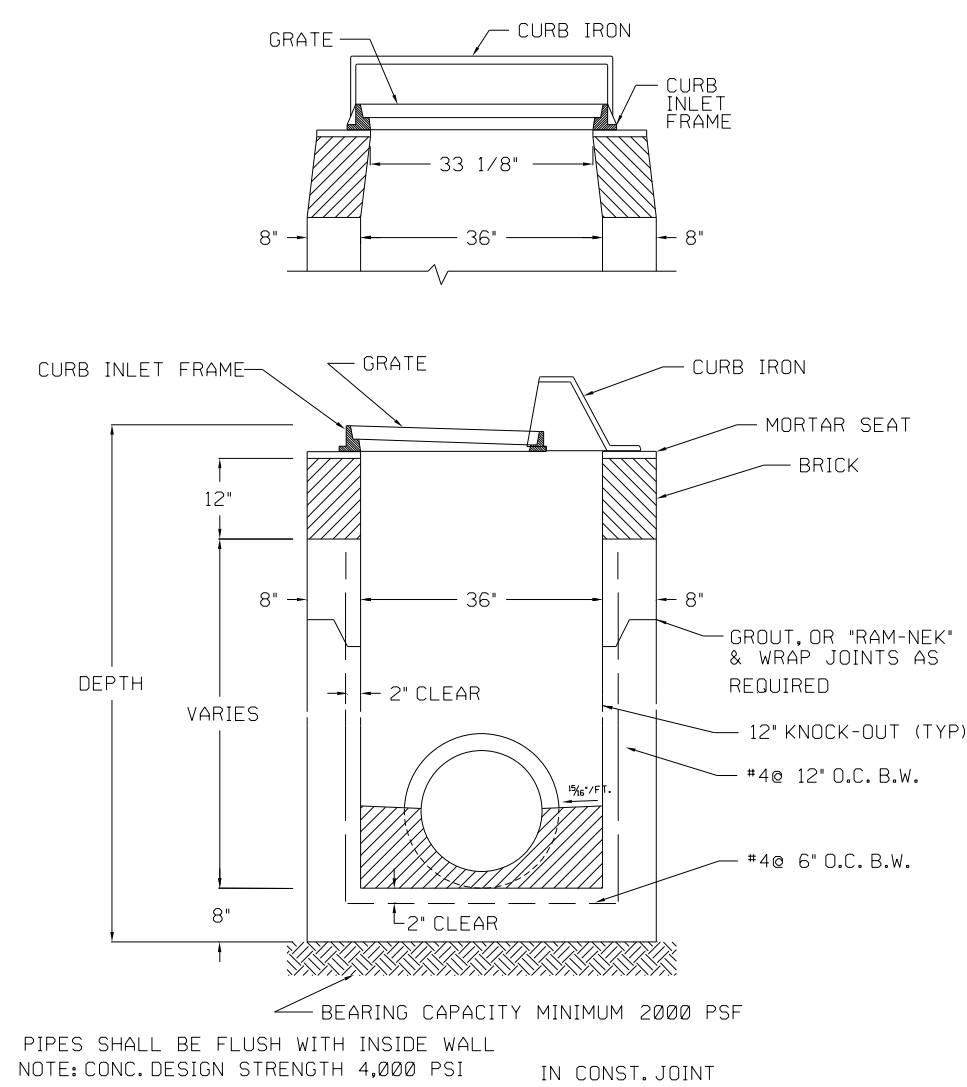
K J I H G F E D C B A BM NG 22218 11618 121817 3918 22218 11618 121817 REVISED PER COFB COMMENTS REVISED ROADWAY ORIENTATION REVISED PER COFB COMMENTS REVISED PER SJRWMD/COFB COMMENTS By Date Scale: 1" = 60' Project Mgr: NG Designed by: NG Drawn by: BM QA/QC: AG Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034 Certificate of Authorization No. 9332 DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34" G & A GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819 AMELIA BLUFF AMELIA BLUFF LLC TREE RETENTION/ REMOVAL PLAN Registered Professional SHEET NO. TREE-1 12 of 15 Issue Date March 9, 2018 Project No. 17-10-27			
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STANDARD CURB & GUTTER

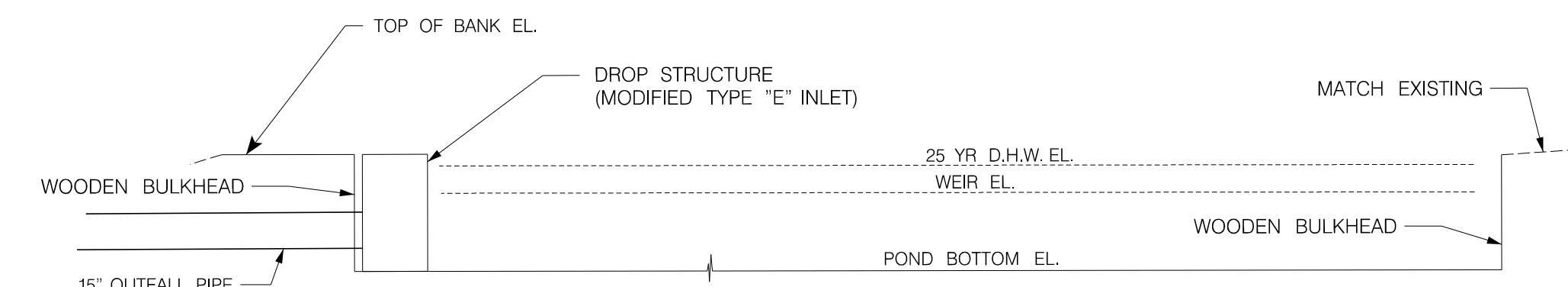
MIAMI CURB & GUTTER

DRIVEWAY CONNECTION DETAIL

CROSSWALK DETAIL 

SIDEWALK JOINT DETAILS

SIDEWALK TURNDOWN DETAILS

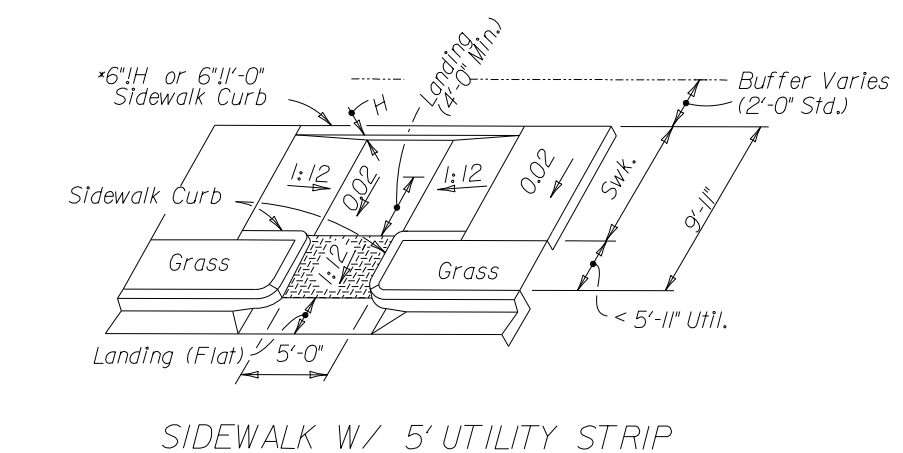
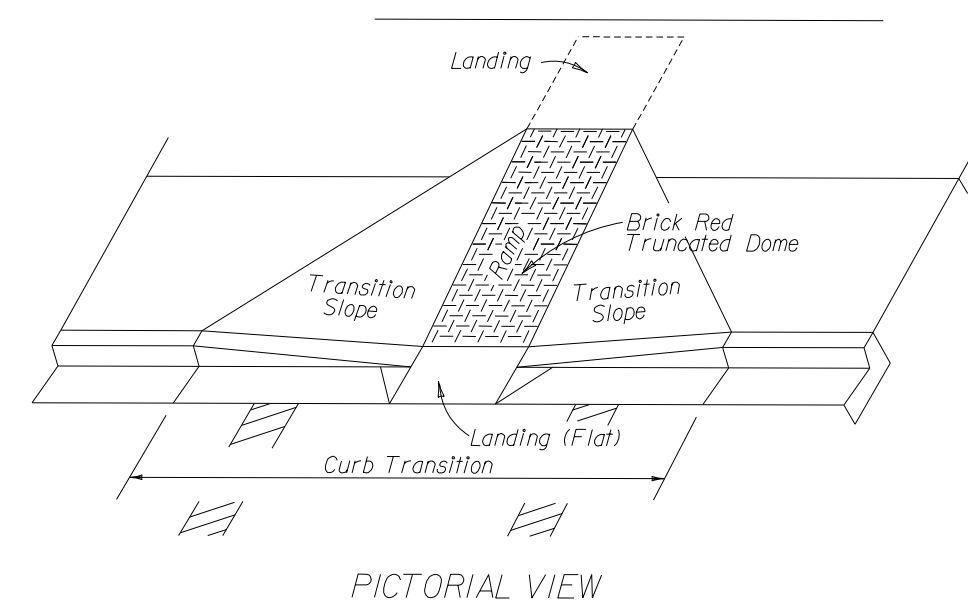


POND	T.O.B. EL.	25 YR D.H.W. EL.	WEIR EL.	WEIR WIDTH	POND BOTTOM EL.
POND 1	12.00	11.91	11.50	10'	10.50
POND 2	12.00	11.91	—	—	10.50

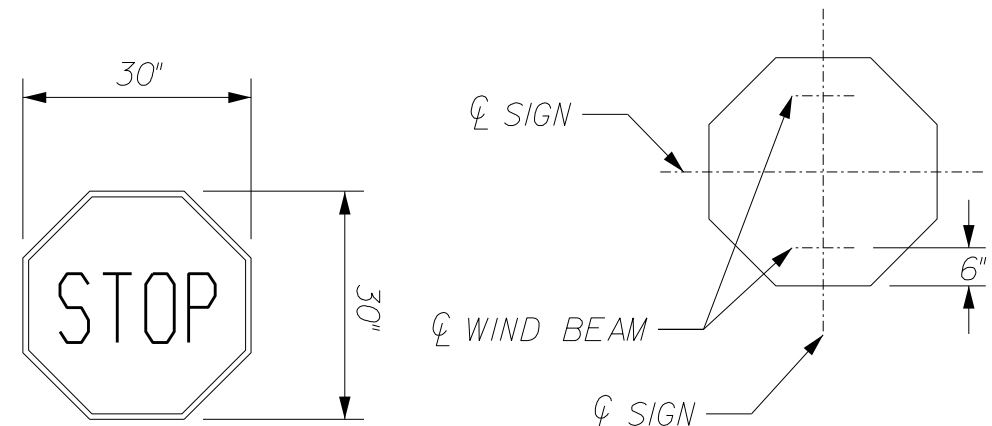
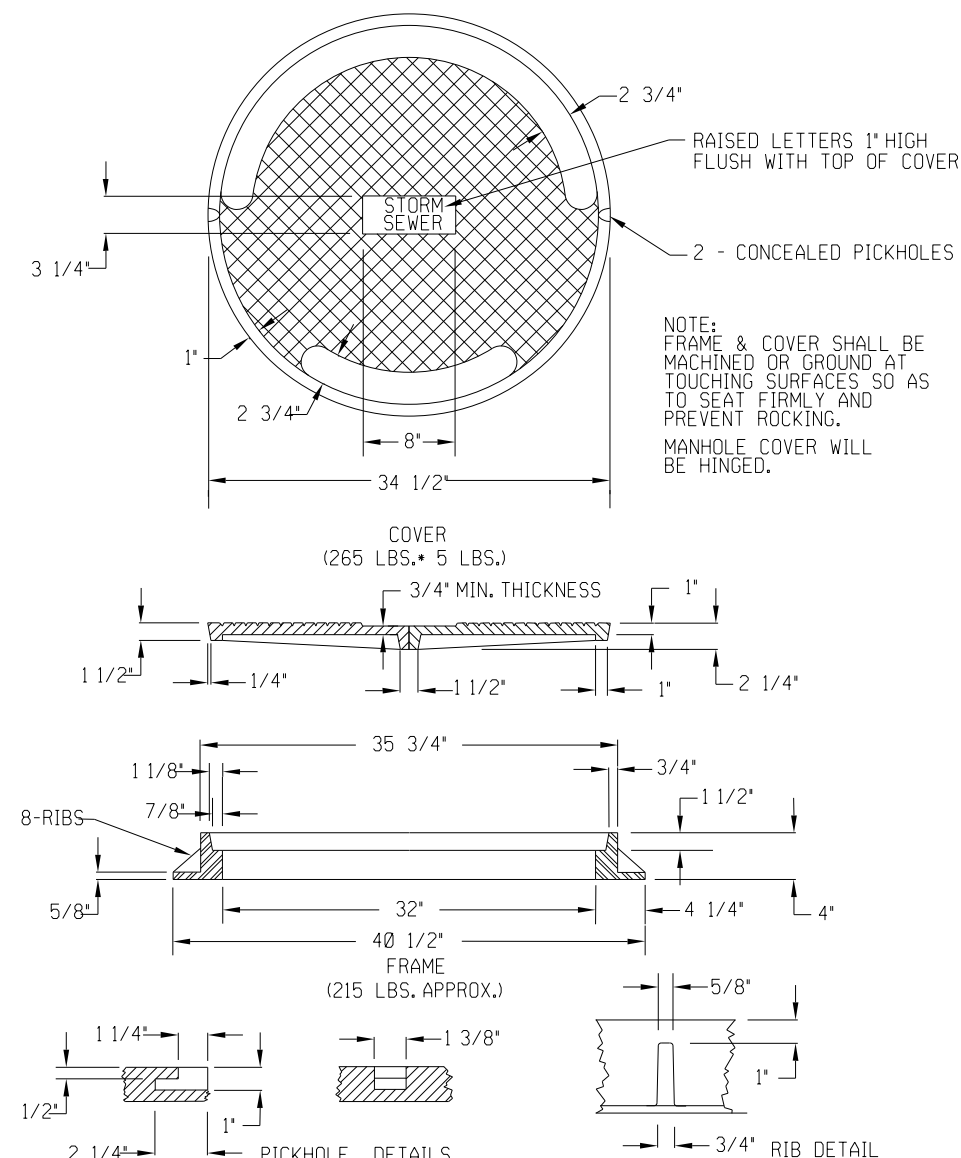
36" CURB INLET

DRY POND CROSS SECTIONS AND DETAILS

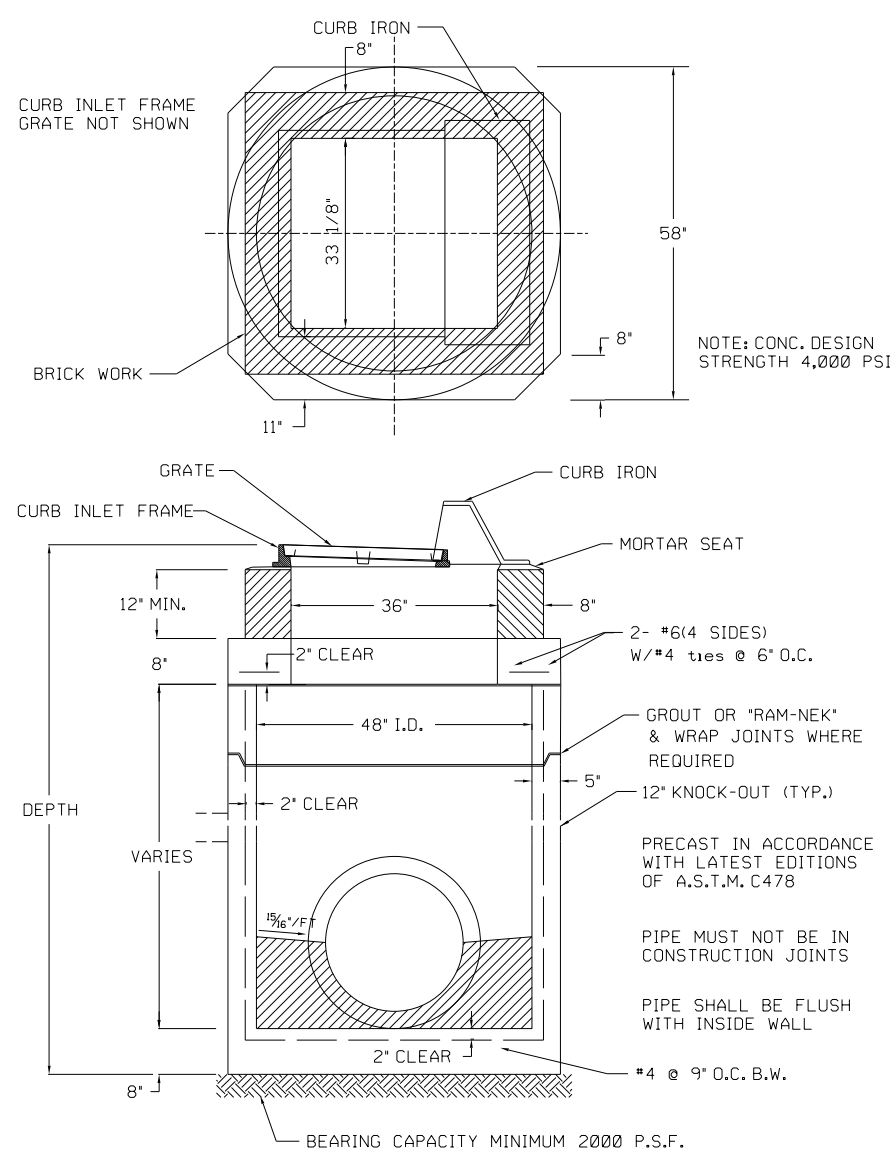
TIMBER RETAINING WALL DETAIL



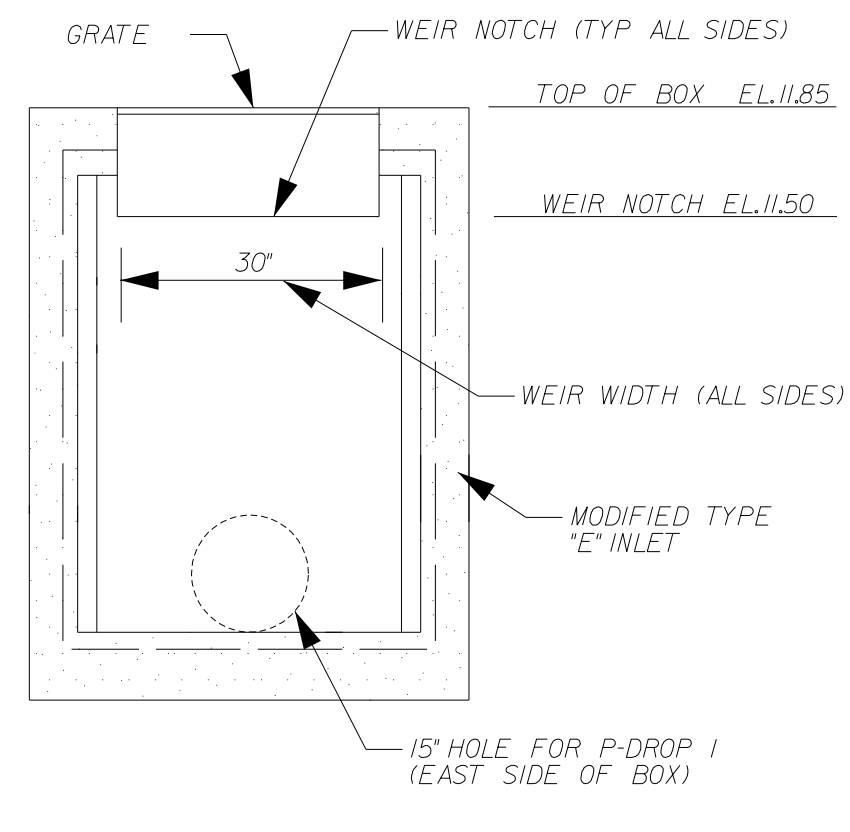
ADA CROSSWALK DETAIL

STOP SIGN DETAIL STREET NAME SIGN DETAIL 

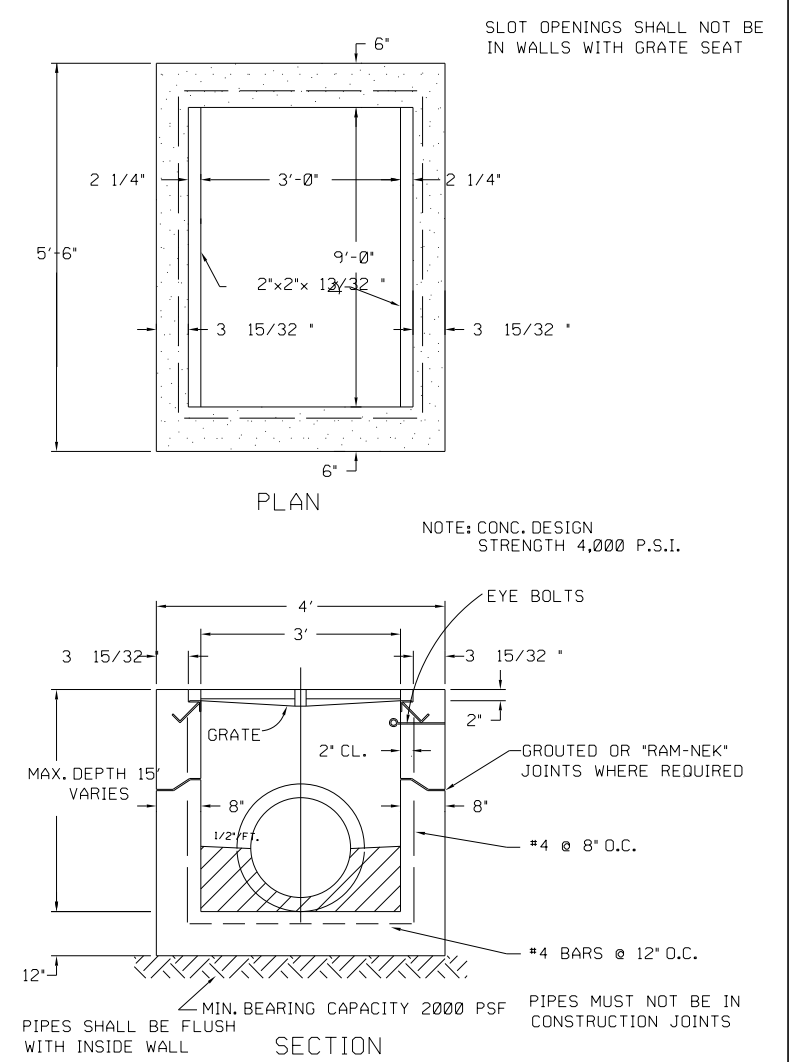
MANHOLE FRAME AND COVER



48" I.D. CURB INLET



STRUCTURE S-DROP 1 DETAIL



DOUBLE STORM SEWER TYPE "E" INLET

K J I H G F E D C B A No.				Scale: NONE
				Project Mgr: NG Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
				Designed by: NG
				Drawn by: BM Certificate of Authorization No. 9332
	NG	3918	REVISED PER COFB COMMENTS	QAQC: AG DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"
	NG	22218	REVISED ROADWAY ORIENTATION	
	BM	11676	REVISED PER COFB COMMENTS	
	BM	12197	REVISED PER SURVMD/COFB COMMENTS	
		Date	Revision	

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GILLETTE & ASSOCIATES, INC.
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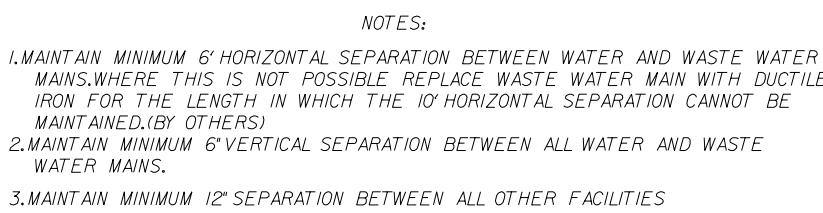
AMELIA BLUFF

AMELIA BLUFF LLC

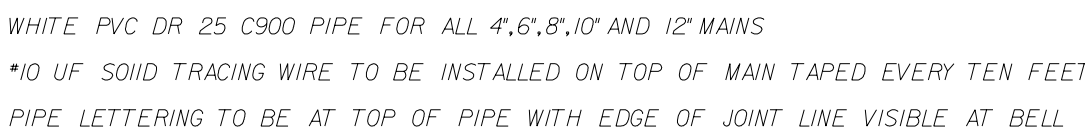
MISCELLANEOUS DETAILS

Registered Professional

SHEET NO. DT-1 <u>13</u> of <u>15</u>	
Issue Date	
March 9, 2018	
Project No.	
17-10.27	



HORIZONTAL AND VERTICAL CLEARANCES BETWEEN WATER AND SEWER MAINS



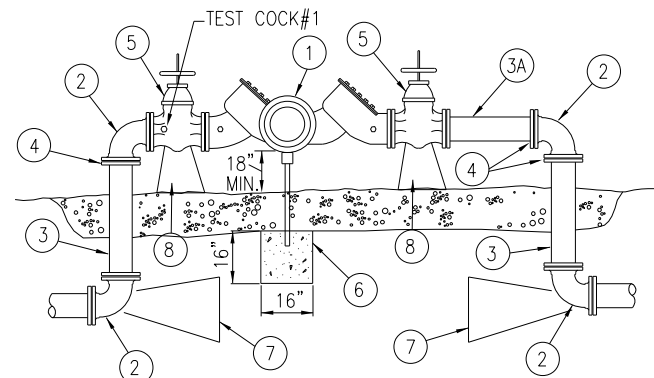
TRENCH DETAILS



MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (FEET)										
PIPE SIZE	11	1/4	22	1/2	45	90	TEE	VALVE	CAP	REDUCER
4	2	4	7	18	20	39	39	N/A		
6	2	5	10	25	20	55	55	28		
8	3	6	13	32	20	72	72	30		
10	4	8	16	38	20	86	86	29		
12	4	9	19	45	20	102	102	50		
16	6	11	23	57	20	131	131	30		

BELL RESTRAINT REQUIREMENTS

M A T E R I A L S		
ITEM	QUANT.	D E S C R I P T I O N
1	1	2.5"-10" VALVE, DOUBLE CHECK OR REDUCED PRESSURE
2	4	2.5"-10" BEND - 90° F-F
3	2	2.5"-10" D.I.P. (48" LONG) F-PE
3A	1	2.5"-10" D.I.P. (24" LONG) F-PE (OPT.X)
4	3	2.5"-10" FLANGE, D.I.P.
5	2	2.5"-10" VALVE, GATE, D.I., F-F, OS+Y (RESILIENT SEAT)
6	1	2" IRON PIPE/CONCRETE FOUNDATION
7	2	THRUST BLOCK
8	2	SUPPORT BLOCKING UNDER VALVES (6" AND LARGER SIZES)



LARGE WATER SERVICE
 BLE CHECK AND REDUCED PRESSURE
 BACKFLOW PREVENTION
 SINGLE SERVICE: 2 1/2" - 10"

BACKFLOW PREVENTER

CONTRACTORS ARE REQUIRED TO PAINT NEW HYDRANTS SAFETY YELLOW AND MARK HYDRANTS THE TOPS AND NOZZLE CAPS SHALL BE PAINTED WITH THE FOLLOWING CAPACITY INDICATOR COLOR SCHEME:

BLUE (SW4079) 1500GPM AND HIGHER
GREEN (SW4085) 1000-1499 GPM
ORANGE (SW4083) 500-999 GPM
RED (SW4081) LESS THAN 500 GPM

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 AND RULE 62-555.345, F.A.C..

ALL WATER MAINS WILL BE CONSTRUCTED WITH BLUE C900-DR25 PIPE
ALL WATER SERVICES WILL CONSTRUCTED WITH WHITE PVC SCHEDULE
80 PIPE.BLUE SPRAY PAINT WILL BE APPLIED TO THE TOP SURFACE.
JOINT RESTRAINERS MAY BE USED IN PLACE OF THRUST BLOCKS ON C900,DR25 PIPE.
WITH APPROVAL OF THE CITY UTILITIES DEPARTMENT.



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C	NG	3918	REVISED	PER COFB COMMENTS
B	NG	22218	REVISED	ROADWAY ORIENTATION
A	BM	11618	REVISED	PER COFB COMMENTS
	A	BM	121817	REVISED PER SJRWMD COFB COMMENTS
No.	By	Date	Revision	

Scale: NONE	
Project Mgr: NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Designed by: NG	
Drawn by: BM	Certificate of Authorization No. 9332
QA/QC: AG	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
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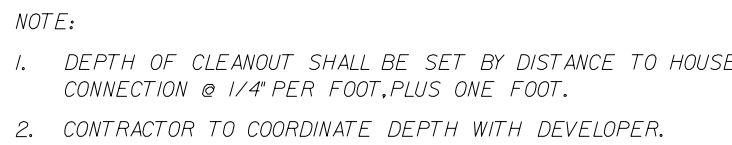
AMELIA BLUFF LLC

WATER DETAILS

SHEET NO.
DT-2

14 of 1
Issue Date March 9, 2018
Project No. 17-10.27

Registered Professional



6" PVC
MIN. S=0.006

R/W
CLEANOUT
FROM HOUSE (SEE NOTE #3)
4'-0"
P

TERMINATE SEWER SERVICE
INSIDE PROPERTY LINE WITH
CLEANOUT.

-

- ## DRAIN CONFLICT



- NOTES:**
1. IF EXISTING CONFLICT PIPE IS A WATER OR RECLAIMED WATER MAIN, 12-INCHES OF SEPARATION IS REQUIRED, A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
 2. FOR OTHER LOCATION LIMITATIONS SEE DETAIL (S-26 & S-27).
 3. LOCATING WIRE REQUIRED: SEE DETAIL S-49.
 4. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 30" (MIN) IN UNPAVED AREAS, 36" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60" UNLESS PRE-APPROVED BY EA. THE COVER FOR PIPING 24" SIZE AND LARGER SHALL BE 36" (MIN) IN PAVED AND UNPAVED AREAS AND A MAXIMUM COVER OF 84" UNLESS APPROVED BY EA.
 5. THE SOLS BETWEEN THE MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST ASTM D 1557.

NOTE:
ANGLE BETWEEN INFLUENT FORCE
MAIN AND GRAVITY EFFLUENT PIPE
SHALL BE BETWEEN 135° - 225° UNLESS
APPROVED OTHERWISE BY JEA.

Diagram illustrating the connection between a Force Main (Influent) and a Gravity Effluent pipe. The diagram shows a cross-section of a manhole structure. The Force Main (Influent) is shown entering from the top right, and the Gravity Effluent pipe is shown exiting from the bottom left. The angle between the two pipes is specified as 135° to 225° unless approved otherwise by JEA. The manhole structure includes concrete channels to form easy flow curves.

MANHOLE FRAME & COVER

FINISHED GRADE

GROUT

12" (MAX)

PROVIDE NEW INTERIOR SPECIALTY LINER (PROTECTIVE COATING) AS SPECIFIED IN SECTION 446

GATE VALVE (4" MIN) REQUIRED PRIOR TO DROP

45° BEND (TYP)

PVC PIPE (4" MIN)

DROP FM PIPING TO CROWN OF GRAVITY EFFLUENT PIPE AS SHOWN

REFER TO S-15 DETAIL.

SECTION

MINIMUM COVER (SEE NOTE #1)

DEPTH VARIES

EXISTING UTILITY PIPE

LOCATE WIRE (SEE NOTE #3)

FULL LENGTH OF PIPE CENTERED AT CROSSING (SEE NOTE #1)

SEPARATION VARIES (SEE NOTES #1&2)

PROPOSED FORCE MAIN SIZE & TYPE VARIES

MECHANICAL JOINT 11-1/4", 22-1/2" OR 45" (SIZE VARIES)

RESTRAINED JOINT (TYP.) SIZE AS REQUIRED

9' MIN' 9' MIN'

THE LENGTH OF THE PIPE TO BE RESTRAINED ON EACH SIDE OF BEND SHALL BE IN ACCORDANCE WITH RESTRAINT JOINT SCHEDULE.

CASE "B" CROSSING

CASE "B" CROSSING

- NOTES:**
1. IF EXISTING CONDUIT PIPE IS A WATER OR RECLAIMED WATER MAIN, 12-INCHES OF SEPARATION IS REQUIRED A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
 2. FOR OTHER LOCATION LIMITATIONS SEE DETAIL (S-26 & S-27).
 3. LOCATING WIRE REQUIRED; SEE DETAIL S-49.
 4. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 30" (MIN) IN UNPAVED AREAS, 36" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 80" UNLESS PRE-APPROVED BY THE A/E. THE COVER FOR PIPING 24" SIZE AND LARGER SHALL BE 36" (MIN) IN PAVED AND UNPAVED AREAS AND A MAXIMUM COVER OF 84" UNLESS APPROVED BY A/E.
 5. THE SOILS BETWEEN THE MAIN AND THE CONDUIT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST ASTM D 1557.

Diagram illustrating the components and angles of a pipe pull operation:

- PIPE INSERTION/ DRILL EXIT ANGLE
- PIPE PULL HEAD
- SWIVEL
- DRILL STEM
- θ_{ps}

12" AND SMALLER FUSIBLE PVC PIPE ALLOWABLE BEND RADIUS AND PULLING FORCE



- NOTE:**
1. NOTE THAT THE BRANCH WIRE IS NOT CONNECTED TO THE MAIN WIRE.
 2. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE SECTION (SEE S-30)

2" HORIZONTAL SWING CHECK VALVE (FPT BRONZE, 125PSI)

PVC PLUG OR CONNECTION TO PRIVATE RESIDENTIAL FORCE MAIN

2" TEE AND ADAPTERS

LOCATE WIRE (PIG TAIL)

MOUNT ALL VALVES IN CO-POLYMER METER BOX (2' METER BOX). ALL HOLES IN LID SHALL BE PLUGGED (PVC PLUG).

2" TRUE UNION 2000 BALL VALVE (PVC, THREADED ENDS) W/PVC PLUG. MOUNT VALVE IN VERTICAL POSITION FOR CLEAN-OUT ACCESS.

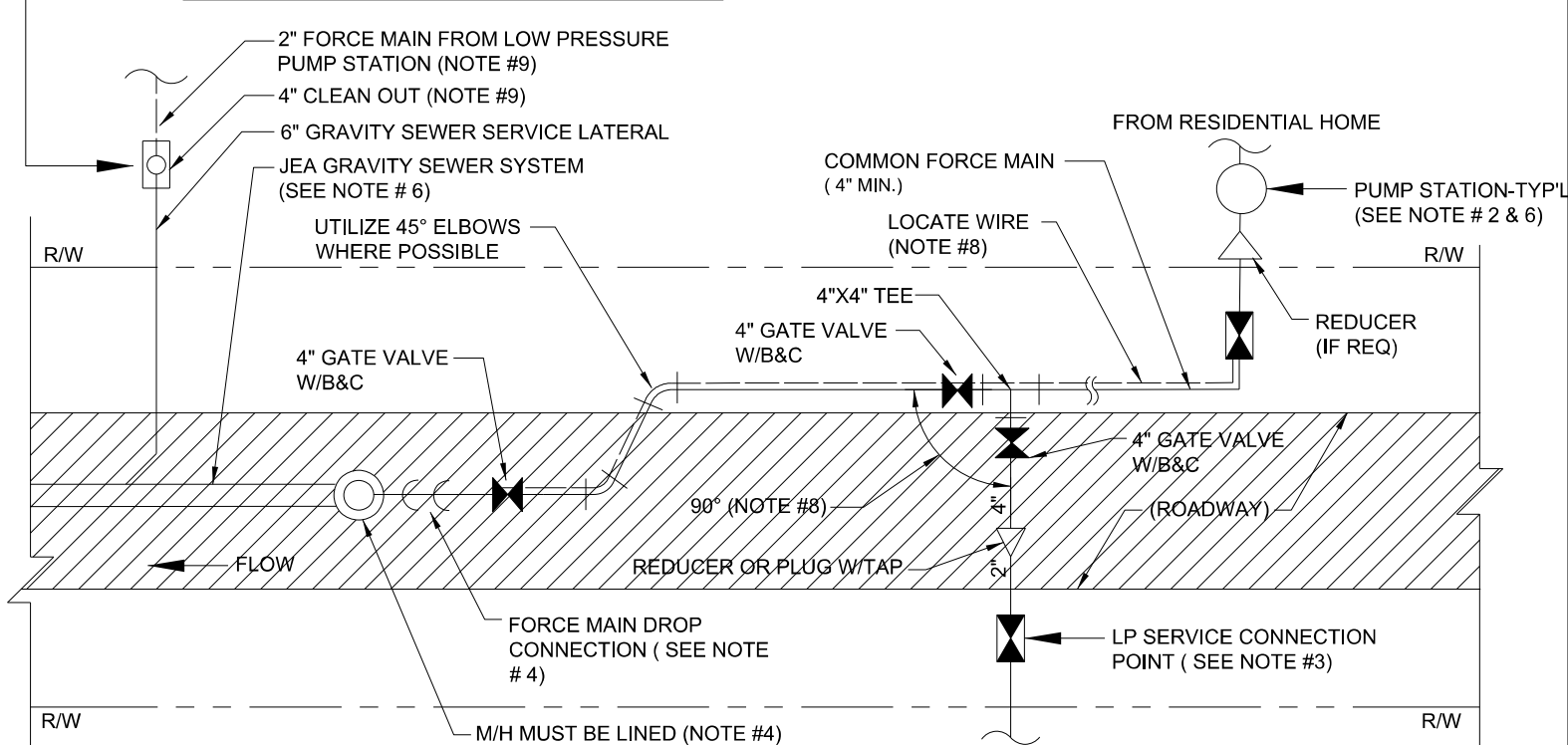
2" TRUE UNION 2000 BALL VALVE (PVC)

4" (MIN) FORCE MAIN MANIFOLD SYSTEM (PVC, DR-18 PIPING) W/ LOCATE WIRE ALONG MAIN PIPING.

4" PLUG W/ 2" THREADED OUTLET (RESTRAINED JOINTS)

LOW PRESSURE SERVICE CONNECTION POINT

L.P. CONNECTION INTO LATERAL



PLAN VIEW

LOW PRESSURE MANIFOLD SYSTEM

- NOTES:**
1. THIS LOW PRESSURE (LP) SEWER SERVICE ARRANGEMENT IS FOR "SPECIAL CASES ONLY" AND MUST FIRST BE APPROVED BY JEA MANAGEMENT PRIOR TO DESIGN OR CONSTRUCTION. THIS LOW PRESSURE SEWER MANIFOLD ARRANGEMENT MAY BE UTILIZED TO SERVE UP TO 9 EQUIVALENT RESIDENTIAL UNITS (ERU/AND SHALL BE PERMITTED SIMILAR TO A GRAVITY SEWER SYSTEM. THIS STANDARD SHALL APPLY TO RESIDENTIAL CUSTOMERS ONLY.
 2. RESIDENTIAL PUMP STATION (PS) SHALL BE MAINTAINED BY THE CUSTOMER AND SHALL MEET EPB RULE No. 3 (DAVAL COUNTY). THE CUSTOMER IS RESPONSIBLE FOR FINAL PUMP DESIGN AND SELECTION. A CHECK VALVE AND BALL VALVE SHALL BE PROVIDED AT THE PS AND MAINTAINED BY THE CUSTOMER.
 3. EACH CUSTOMER SHALL HAVE A SEPARATE "LOW PRESSURE SERVICE CONNECTION POINT" (SEE ABOVE DETAIL). THE CHECK VALVE LOCATED IN THE BOX SHALL DEFINE THE "POINT OF SERVICE". THIS BOX (2" METER BOX WITH PVC PLUG IN TOP) SHALL BE APPROXIMATELY 7 FEET INSIDE THE R/W AND A MINIMUM OF 6 FEET FROM THE WATER METER BOX (IN FRONT OF CUSTOMER HOME).
 4. LOW PRESSURE FORCE MAIN DRP CONNECTION AT MIN SHALL INCLUDE A 4" GATE VALVE AND BE IN ACCORDANCE WITH JEA STANDARD PLATE No. S-18. PROVIDE PROTECTIVE LINER TO RECEIVING MANHOLE (SEE SPEC# 446). FOR OTHER LOCATION LIMITATIONS SEE DETAIL (W-10 & W-11).
 5. ALL PUMP STATIONS, PIPES (W/LOCATE WIRE), VALVES AND FITTINGS WHICH ARE MAINTAINED BY JEA SHALL BE OF JEA APPROVED MATERIALS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH JEA W&S STANDARD.
 6. PER DEP RULES AND EPB RULE No.3, A LOW PRESSURE PUMP STATION CONNECTION INTO A JEA FORCE MAIN IS NOT ALLOWED. (NO EXCEPTIONS).
 7. AS BUILT FOR ALL UTILITIES WITHIN THE R/W SHALL BE PROVIDED TO JEA IN ACCORDANCE WITH STANDARD.
 8. LOCATE WIRE IS REQUIRED ALONG THE MAIN PIPING TO THE LAST CUSTOMER CONNECTION BOX.
 9. FOR RESIDENTIAL CUSTOMERS LOCATED IN AREAS OF LOW ELEVATION, THE CUSTOMER MAY BE REQUIRED TO OPERATE AND MAINTAIN A LOW PRESSURE PUMP STATION (SEE NOTE #2) WHICH MAY DISCHARGE INTO A 6 INCH GRAVITY SEWER SERVICE LATERAL. IN THESE CASES, THE CUSTOMER SHALL PROVIDE AND MAINTAIN A 4 INCH CLEAN-OUT LOCATED AT THE CONNECTION POINT (AT R/W LINE).

LOW PRESSURE RESIDENTIAL SEWER FORCE MAIN CONNCETIONS

K				
J				
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G				
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E				
D	NG	3918	REVISED	PER COFB COMMENTS
C	NG	22218	REVISED	ROADWAY ORIENTATION
B	BM	11618	REVISED	PER COFB COMMENTS
A	BM	121817	REVISED	PER SURWMD COFB COMMENTS
No	By	Date	Revision	

QA/QC: _____ AG _____

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

AMELIA BLUFF LLC

SFWFR DETAILS

Registered Professional

Project No.

"AMELIA BLUFF"

PLAT BOOK PAGE
SHEET 1 OF 3 SHEETS

LEGAL DESCRIPTION (CAPTIONED LAND):

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°16'43" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 36.08 FEET TO INTERSECT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WETLAND LINE AS DELINEATED BY ENVIRONMENTALIST BRIAN L. SPAHR AND THE POINT OF BEGINNING; THENCE ALONG SAID WETLAND LINE THE FOLLOWING THIRTY-ONE (31) COURSES: (1) NORTH 27°59'12" WEST A DISTANCE OF 17.24 FEET; (2) NORTH 20°27'26" WEST A DISTANCE OF 24.81 FEET; (3) NORTH 45°57'20" WEST A DISTANCE OF 15.19 FEET; (4) NORTH 44°53'52" WEST A DISTANCE OF 28.16 FEET; (5) NORTH 23°01'54" WEST A DISTANCE OF 34.46 FEET; (6) NORTH 23°08'33" WEST A DISTANCE OF 29.42 FEET; (7) NORTH 29°02'32" WEST A DISTANCE OF 31.72 FEET; (8) NORTH 14°26'03" WEST A DISTANCE OF 56.32 FEET; (9) NORTH 62°19'29" WEST A DISTANCE OF 14.79 FEET; (10) NORTH 23°32'21" WEST A DISTANCE OF 36.64 FEET; (11) NORTH 08°03'30" WEST A DISTANCE OF 41.34 FEET; (12) NORTH 13°18'43" WEST A DISTANCE OF 67.78 FEET; (13) NORTH 07°23'24" WEST A DISTANCE OF 60.05 FEET; (14) NORTH 33°20'39" WEST A DISTANCE OF 41.08 FEET; (15) NORTH 36°44'18" WEST A DISTANCE OF 39.55 FEET; (16) NORTH 55°09'32" WEST A DISTANCE OF 35.28 FEET; (17) NORTH 32°00'36" WEST A DISTANCE OF 50.08 FEET; (18) NORTH 25°22'15" WEST A DISTANCE OF 45.56 FEET; (19) NORTH 49°10'18" WEST A DISTANCE OF 52.31 FEET; (20) NORTH 31°13'40" WEST A DISTANCE OF 51.55 FEET; (21) NORTH 44°39'30" WEST A DISTANCE OF 32.34 FEET; (22) NORTH 41°03'50" WEST A DISTANCE OF 57.18 FEET; (23) NORTH 62°21'11" WEST A DISTANCE OF 52.19 FEET; (24) NORTH 49°54'25" WEST A DISTANCE OF 76.56 FEET; (25) NORTH 54°23'32" WEST A DISTANCE OF 102.89 FEET; (26) NORTH 38°20'27" WEST A DISTANCE OF 39.63 FEET; (27) NORTH 43°55'01" WEST A DISTANCE OF 42.49 FEET; (28) NORTH 38°37'53" WEST A DISTANCE OF 40.36 FEET; (29) NORTH 34°56'00" WEST A DISTANCE OF 43.86 FEET; (30) NORTH 70°37'36" WEST A DISTANCE OF 40.23 FEET; (31) SOUTH 76°43'41" WEST A DISTANCE OF 43.73 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°25'59"; AN ARC DISTANCE OF 342.31 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°23'05" WEST A DISTANCE OF 341.84 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51"; AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 763.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.29 ACRES, MORE OR LESS.

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS _____ DAY OF _____, 2018.

DIRECTOR OF PLANNING

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH FLORIDA STATUTE 177.061 AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK PAGE(S) _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, 2018, A.D.

CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2018.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

TAX COLLECTOR

TAX IDENTIFICATION NUMBER -- 00-00-31-1180-0017-0040

I, THE UNDERSIGNED DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT

SIGNED THIS _____ DAY OF _____, A.D. 2018
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

DIRECTOR OF EMERGENCY SERVICES

CERTIFICATE OF REVIEW BY CITY EMPLOYED/ CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177 IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/MAPPING REFLECTED ON THIS PLAT.

CHARLES ROBERT LEE DATE
FLORIDA CERTIFICATE NO. 5618

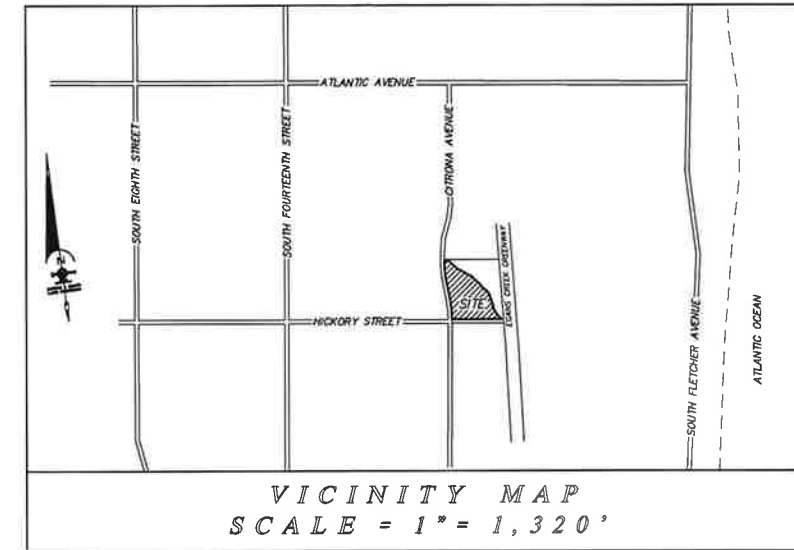
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET ACCORDING TO CHAPTER 177.061 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"



VICINITY MAP
SCALE = 1" = 1,320'

AMELIA BLUFF, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____
PRINT OR TYPE NAME
WITNESS _____
PRINT OR TYPE NAME

WILLIAM R. HOWELL, II
MANAGING MEMBER

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS,

TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2018.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____
STATE OF _____

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____ ON BEHALF OF _____ DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF, AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____
PRINT OR TYPE NAME
NAME: _____
TITLE: _____

WITNESS _____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS,

TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2018.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____
STATE OF _____

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, AMELIA BLUFF, LLC, A FLORIDA LIMITED LIABILITY COMPANY IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "AMELIA BLUFF", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THE ROAD RIGHTS-OF-WAY, DESIGNATED IN THE PLAT AS "MAGNOLIA BLUFF WAY" & "GREENRIDGE DRIVE" ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

TRACTS "A" & "B" (POND, PARK & OPEN SPACE TRACTS) ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "AMELIA BLUFF HOMEOWNERS ASSOCIATION, INC".

TRACT "C" (OPEN SPACE TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF "AMELIA BLUFF HOMEOWNERS ASSOCIATION, INC".



KEY SHEET
SCALE = 1" = 200'

LEGEND

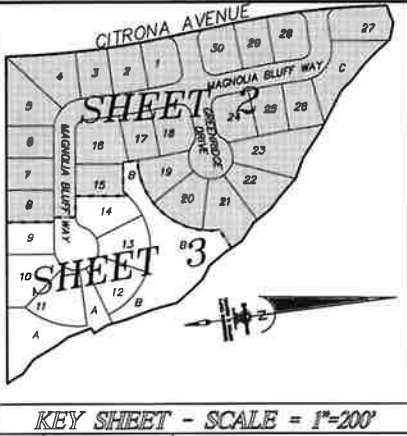
D.E. = DRAINAGE EASEMENT
U.D.E. = UTILITY & DRAINAGE EASEMENT
S.F. = SQUARE FEET
AC. = ACRE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
U.E. = UTILITY EASEMENT

SURVEYOR'S NOTES

- ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"x4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039".
- ☐ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 3,400 S.F. DENOTES LOT SQUARE FOOTAGE (GROSS & NET) ± A NEGLIGIBLE AMOUNT.
- BEARINGS & COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, EAST ZONE, STATE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. '83/'90).
- THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X AE 6 & AE 2" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12082C-0212-D, DATED 06/02/2012. FLOOD ZONE INFORMATION LISTED ABOVE AND SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY AND IS APPROXIMATE AT BEST. ALL DATA SHOULD BE VERIFIED BY NASSAU COUNTY BUILDING DEPARTMENT FOR ACCURACY. WE ASSUME NO LIABILITY FOR ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
- "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS R-1. THE SETBACKS ARE AS FOLLOWS:
MAXIMUM HEIGHT - 35- FEET / FRONT SETBACK - 25- FEET / REAR SETBACK - 25- FEET
SIDE SETBACK - 10% OF LOT WIDTH / SIDE SETBACK (SIDE ABUTTING STREET) - 15- FEET
EACH SIDE YARD SETBACK SHALL BE INCREASED BY ONE-HALF (1/2) FOOT FOR EACH ONE (1) FOOT, OR FRACTION THEREOF, OF BUILDING HEIGHTS ABOVE TWENTY-FIVE (25) FEET.
- ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
- THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 1, 3, 4 & 5, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
- THAT PORTION OF GUM STREET RIGHT-OF-WAY, BEING BOUNDED ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA DRIVE AND BEING BOUNDED ON THE EAST BY THE BASE OF A SAND BLUFF HAS BEEN ABANDONED PER CITY OF FERNANDINA BEACH ORDINANCE NO. 2016-40 AS RECORDED IN OFFICIAL RECORDS BOOK 2159, PAGES 780 THROUGH 794 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

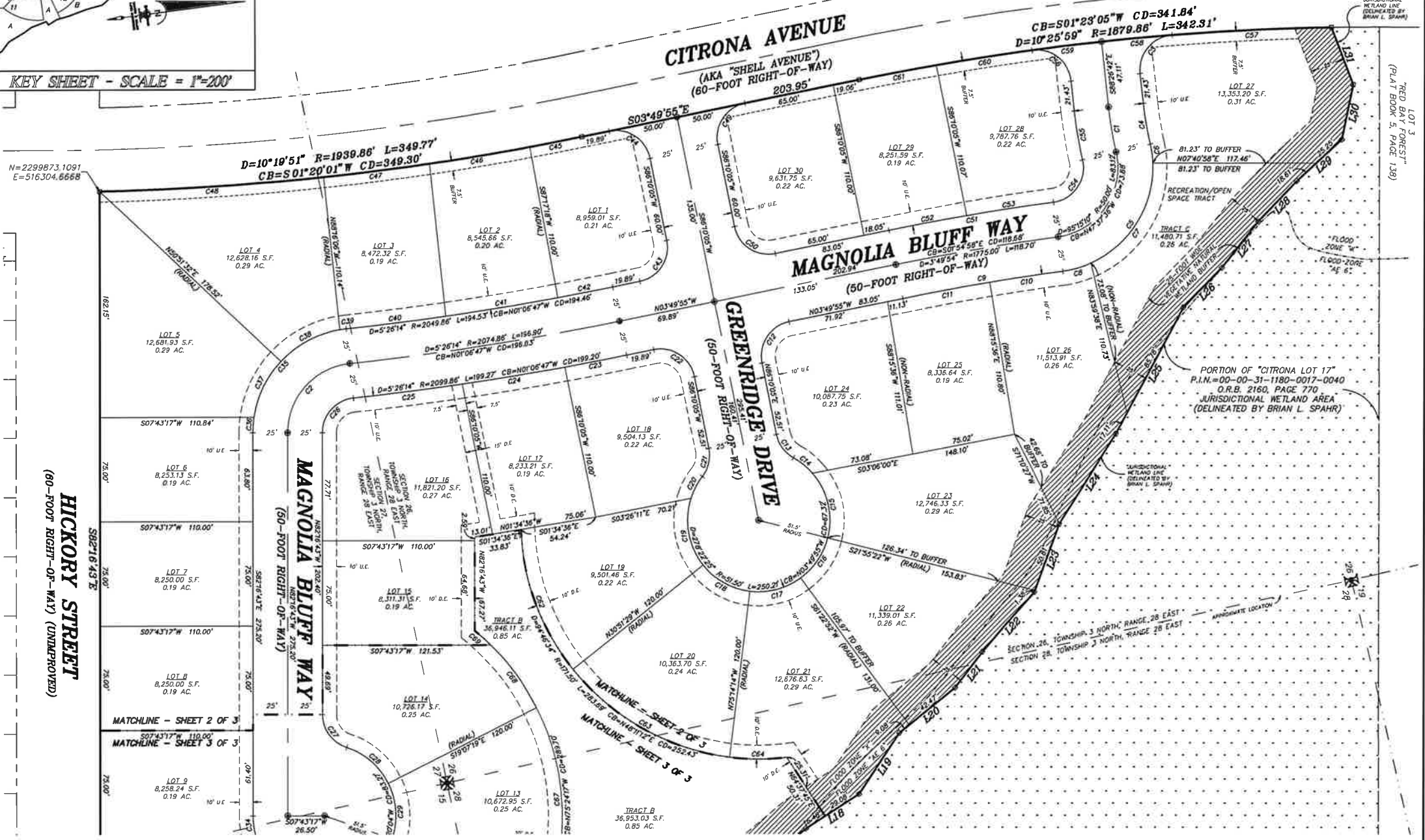
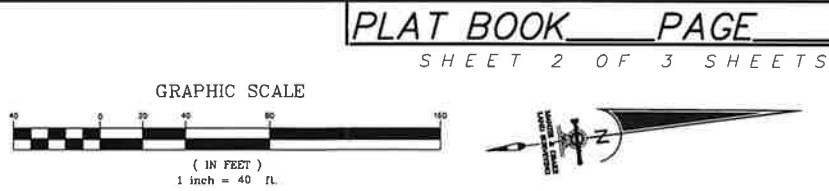
MANZIE & DRAKE LAND SURVEYING
117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	32.68'	275.00'	6°48'29"	N88°09'03"E	32.66'
C2	73.20'	50.00'	83°53'03"	S40°20'12"E	66.84'
C3	39.84'	25.00'	91°32'41"	S42°40'22"E	35.83'
C4	29.71'	250.00'	6°48'29"	N88°09'03"E	29.69'
C5	124.69'	75.00'	95°15'10"	N47°37'36"W	110.81'
C6	13.62'	75.00'	10°24'24"	S89°57'01"W	13.60'
C7	89.67'	75.00'	88°30'16"	N30°35'39"W	84.43'
C8	21.39'	75.00'	16°20'31"	N81°01'16"W	21.32'
C9	117.03'	1750.00'	3°49'54"	S1°34'58"E	117.01'
C10	53.14'	1750.00'	1°44'23"	S0°52'12"E	53.14'
C11	63.89'	1750.00'	2°05'31"	S2°47'09"E	63.89'
C12	39.27'	25.00'	90°00'00"	S48°49'55"E	35.36'
C13	21.46'	25.00'	49°11'13"	N61°34'29"E	20.81'
C14	17.64'	51.50'	19°37'18"	S46°47'32"W	17.55'
C15	49.72'	51.50'	55°19'12"	S84°15'46"W	47.82'
C16	35.47'	51.50'	39°27'29"	N48°20'53"W	34.77'
C17	38.99'	51.50'	43°22'34"	N6°53'41"W	38.07'
C18	39.89'	51.50'	44°22'46"	N36°57'09"E	38.90'
C19	50.87'	51.50'	56°35'29"	N87°26'16"E	48.82'
C20	17.64'	51.50'	19°37'18"	S54°27'21"E	17.55'
C21	21.46'	25.00'	49°11'13"	N69°14'18"W	20.81'
C22	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C23	45.11'	2099.86'	1°13'51"	N31°25'59"W	45.11'
C24	75.06'	2099.86'	2°02'53"	N1°34'36"W	75.06'
C25	79.10'	2099.86'	2°09'30"	N0°31'35"E	79.09'
C26	36.60'	25.00'	83°53'03"	S40°20'12"E	33.42'
C27	31.46'	25.00'	72°06'41"	N61°39'56"E	29.43'
C28	40.69'	51.50'	45°16'05"	S48°14'38"W	39.64'
C29	41.08'	51.50'	45°42'13"	N86°16'12"W	40.00'
C30	41.03'	51.50'	45°38'32"	N40°35'50"W	39.95'
C31	16.30'	51.50'	18°08'14"	N8°42'27"W	16.23'
C32	37.46'	51.50'	41°40'20"	N21°11'50"E	36.64'
C33	36.29'	51.50'	40°22'39"	N62°13'20"E	35.55'
C34	13.76'	51.50'	15°18'37"	S89°56'02"E	13.72'
C35	109.80'	75.00'	83°53'03"	S40°20'12"E	100.26'
C36	11.24'	75.00'	8°35'21"	S77°59'03"E	11.23'
C37	45.22'	75.00'	34°32'55"	S56°24'55"E	44.54'
C38	48.82'	75.00'	37°17'51"	S20°29'32"E	47.96'
C39	4.51'	75.00'	3°26'57"	S0°07'09"E	4.51'
C40	72.51'	2049.86'	2°01'36"	N0°35'32"E	72.50'
C41	81.95'	2049.86'	2°17'27"	N1°33'59"W	81.95'
C42	40.07'	2049.86'	1°07'12"	N3°16'18"W	40.07'
C43	39.27'	25.00'	90°00'00"	N48°49'55"W	35.36'
C44	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C45	37.92'	1939.86'	1°07'12"	N3°16'18"W	37.92'
C46	73.42'	1939.86'	2°10'07"	N1°37'39"W	73.42'
C47	77.02'	1939.86'	2°16'30"	N0°35'39"E	77.02'
C48	161.41'	1939.86'	4°46'03"	N4°06'55"E	161.36'
C49	39.27'	25.00'	90°00'00"	S48°49'55"E	35.36'
C50	39.27'	25.00'	90°00'00"	N41°10'05"E	35.36'
C51	120.37'	1800.00'	3°49'54"	S1°34'58"E	120.35'
C52	56.96'	1800.00'	1°48'48"	S2°55'31"E	56.96'
C53	63.41'	1800.00'	2°01'08"	S1°00'34"E	63.41'
C54	41.56'	25.00'	95°15'10"	N47°37'36"W	36.94'
C55	35.65'	300.00'	6°48'29"	N88°09'03"E	35.63'
C56	39.84'	25.00'	91°32'41"	S45°46'57"W	35.83'
C57	114.89'	1879.86'	3°30'06"	S4°51'02"W	114.87'
C58	50.68'	1879.86'	1°32'41"	S2°19'38"W	50.68'
C59	50.68'	1879.86'	1°32'41"	S0°46'57"W	50.68'
C60	70.11'	1879.86'	2°08'13"	S1°03'29"E	70.10'
C61	55.95'	1879.86'	1°42'19"	S2°58'45"E	55.95'
C62	109.05'	171.50'	36°25'57"	N77°21'30"E	107.22'
C63	132.84'	171.50'	44°22'46"	N36°57'09"E	129.54'
C64	41.80'	171.50'	13°57'51"	N7°46'50"E	41.69'
C65	125.48'	171.50'	41°55'18"	N42°27'27"W	122.70'
C66	136.62'	171.50'	45°36'32"	N40°35'50"W	133.03'
C67	136.80'	171.50'	45°42'13"	N86°16'12"W	133.20'
C68	56.09'	171.50'	18°44'21"	S61°30'30"W	55.84'
C69	15.48'	171.50'	5°10'20"	S49°33'10"W	15.48'
C70	153.26'	181.50'	48°22'56"	N24°33'08"E	148.75'
C71	34.25'	20.00'	98°07'32"	N40°34'34"W	30.22'
C72	105.49'	161.50'	37°25'27"	N27°11'58"E	103.62'
C73	152.35'	181.50'	48°05'37"	N24°41'47"E	147.92'



"AMELIA BLUFF"

A REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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 1887 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N27°59'12"W	17.24'	L12	N13°18'43"W	67.78'	L23	N62°21'11"W	52.19'
L2	N20°27'26"W	24.81'	L13	N7°23'24"W	60.05'	L24	N49°54'25"W	76.56'
L3	N45°57'20"W	15.19'	L14	N33°20'39"W	41.08'	L25	N54°23'32"W	102.89'
L4	N44°53'52"W	28.16'	L15	N36°44'18"W	39.55'	L26	N38°20'27"W	39.63'
L5	N23°01'54"W	34.46'	L16	N55°09'32"W	35.28'	L27	N43°55'01"W	42.49'
L6	N23°08'33"W	29.42'	L17	N32°00'36"W	50.08'	L28	N38°37'53"W	40.36'
L7	N28°02'32"W	31.72'	L18	N25°22'15"W	45.56'	L29	N34°56'00"W	43.86'
L8	N14°26'03"W	56.32'	L19	N49°10'18"W	52.31'	L30	N70°37'36"W	40.23'
L9	N62°19'29"E	14.79'	L20	N31°13'40"W	51.55'	L31	S76°43'41"W	43.73'
L10	N23°32'21"W	36.64'	L21	N44°39'30"W	32.34'			
L11	N8°03'30"W	41.34'	L22	N41°03'50"W	57.18'			

LEGEND
D.E. = DRAINAGE EASEMENT
U.D.E. = UTILITY & DRAINAGE EASEMENT
S.F. = SQUARE FEET
AC. = ACRE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
U.E. = UTILITY EASEMENT

MANZIE & DRAKE LAND SURVEYING
117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON 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), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

LOT 16
11,821.20 S.F.
0.27 AC.

LOT 17
8,231.21 S.F.
0.19 AC.

LOT 18
10,461.21 S.F.
0.24 AC.

LOT 19
10,461.21 S.F.
0.24 AC.

SECTION 36
TOWNSHIP 28 N
RANGE 28 E
T12S, R12E

110.00'

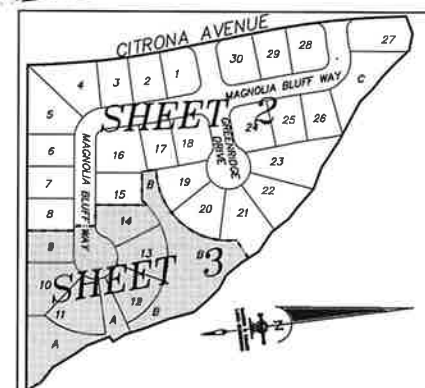
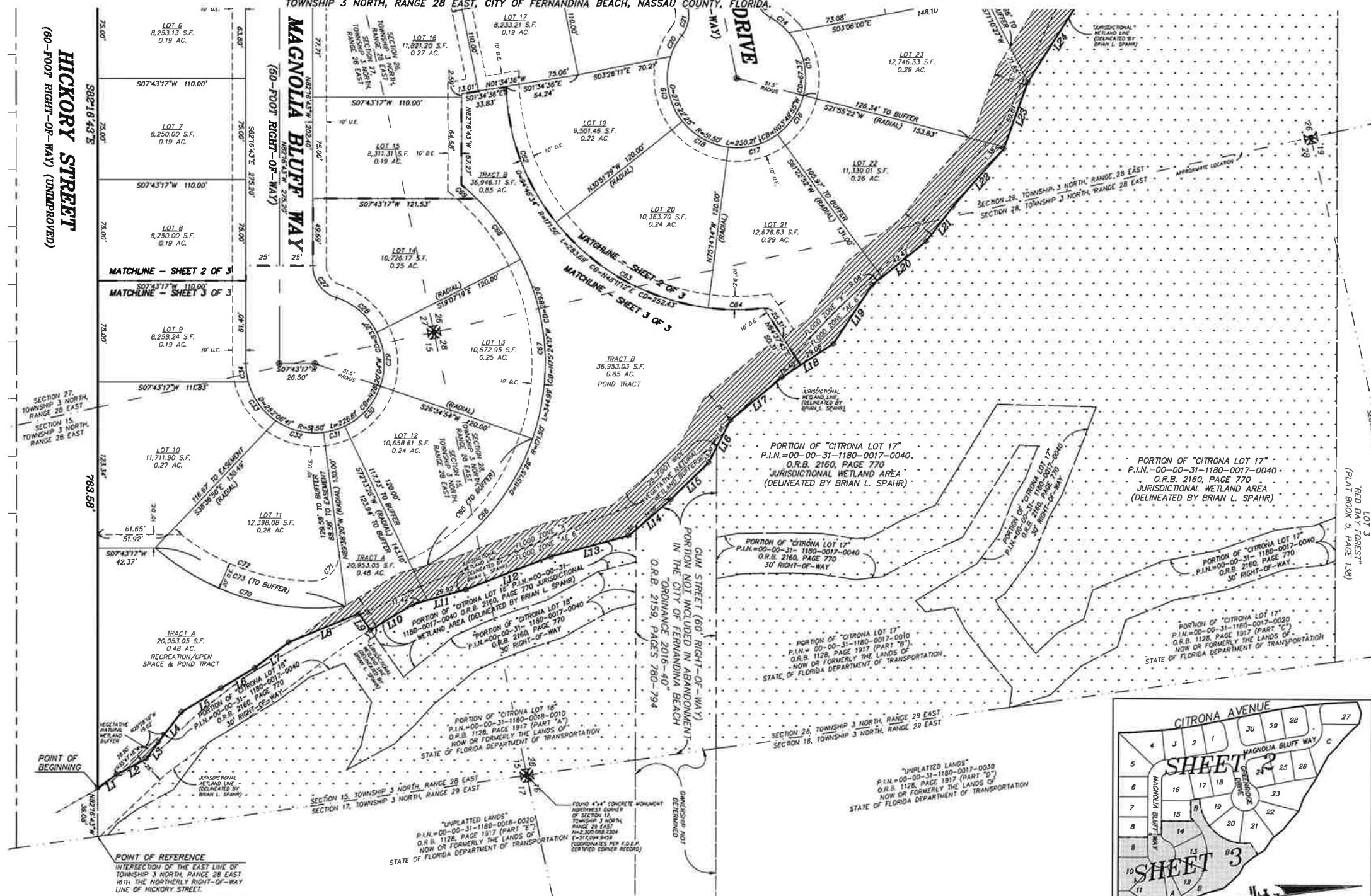
70.27'

DRIVE



CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	32.68'	275.00'	64°28'29"	N88°09'03"E	32.66'
C2	73.20'	50.00'	83°33'03"	S40°20'12"E	66.84'
C3	39.94'	25.00'	91°32'41"	S42°40'22"E	35.93'
C4	29.71'	250.00'	64°28'29"	N88°09'03"E	29.69'
C5	124.69'	75.00'	95°51'10"	N47°37'36"W	110.81'
C6	13.62'	75.00'	102°24'24"	S89°57'01"W	13.60'
C7	89.67'	75.00'	68°30'16"	S58°35'39"W	84.43'
C8	21.39'	75.00'	16°20'31"	N8°10'16"W	21.32'
C9	117.03'	1750.00'	349°54"	S1°54'58"E	117.01'
C10	53.14'	1750.00'	1°44'23"	S0°52'12"E	53.14'
C11	63.89'	1750.00'	2°05'31"	S2°47'09"E	63.89'
C12	39.27'	25.00'	90°00'00"	S48°49'55"	35.36'
C13	21.46'	25.00'	49°11'13"	N8°13'29"E	20.81'
C14	17.64'	51.50'	19°37'18"	S46°47'32"W	17.55'
C15	49.72'	51.50'	55°19'12"	S84°75'46"W	47.82'
C16	35.47'	51.50'	59°27'29"	N48°20'53"W	34.77'
C17	36.99'	51.50'	43°22'54"	N65°51'41"	38.07'
C18	39.89'	51.50'	44°22'46"	N36°57'09"E	38.90'
C19	50.87'	51.50'	56°35'29"	N87°26'16"E	48.82'
C20	17.64'	51.50'	19°37'18"	S54°27'21"E	17.55'
C21	21.46'	25.00'	49°11'13"	N69°14'18"W	20.81'
C22	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C23	45.11'	2099.86'	1°13'51"	N37°52'59"E	45.11'
C24	75.06'	2099.86'	2°02'53"	N1°34'36"W	75.06'
C25	79.10'	2099.86'	2°09'30"	N0°13'35"E	78.09'
C26	36.60'	25.00'	83°53'03"	S40°20'12"E	33.42'
C27	31.46'	25.00'	72°06'41"	N81°39'56"E	28.43'
C28	40.69'	51.50'	45°16'05"	S48°14'38"W	39.64'
C29	41.08'	51.50'	45°42'13"	N86°16'12"W	40.00'
C30	41.03'	51.50'	45°38'39"	N40°35'50"W	39.95'
C31	16.30'	51.50'	18°08'14"	N8°42'27"W	16.23'
C32	37.46'	51.50'	41°40'20"	N21°11'50"E	36.64'
C33	36.29'	51.50'	40°22'39"	N62°13'20"E	35.55'
C34	13.76'	51.50'	15°18'37"	S89°36'02"E	13.72'
C35	109.80'	75.00'	83°53'03"	S40°20'12"E	100.26'
C36	11.24'	75.00'	83°51'21"	S77°59'03"E	11.23'
C37	45.22'	75.00'	34°32'55"	S56°24'55"E	44.54'
C38	48.82'	75.00'	37°77'51"	S20°29'32"E	47.96'
C39	4.51'	75.00'	326°57"	S0°07'09"E	4.51'
C40	72.51'	2049.86'	2°01'36"	N0°35'32"E	72.50'
C41	81.95'	2049.86'	2°17'27"	N1°33'59"E	81.95'
C42	40.07'	2049.86'	1°10'72"	N376°18"W	40.07'
C43	38.27'	25.00'	90°00'00"	N48°49'55"W	35.36'
C44	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C45	37.92'	1939.86'	1°07'12"	N376°18"W	37.92'
C46	73.42'	1939.86'	2°10'07"	N1°37'36"W	73.42'
C47	77.02'	1939.86'	2°16'30"	N0°35'39"E	77.02'
C48	161.41'	1939.86'	4°46'03"	N4°06'55"E	161.36'
C49	39.27'	25.00'	90°00'00"	S48°49'55"W	35.36'
C50	39.27'	25.00'	90°00'00"	N41°10'05"E	35.36'
C51	120.37'	1800.00'	3°49'54"	S1°54'58"E	120.35'
C52	56.96'	1800.00'	1°48'48"	S2°55'31"E	56.96'
C53	63.41'	1800.00'	2°01'06"	S100°34"E	63.41'
C54	41.56'	25.00'	95°51'10"	N47°37'36"W	36.94'
C55	35.65'	300.00'	64°28'29"	N88°09'03"E	35.63'
C56	39.94'	25.00'	91°32'41"	S42°40'22"E	35.93'
C57	114.85'	1879.86'	3°30'06"	S4°51'02"W	114.87'
C58	50.68'	1879.86'	1°32'41"	S27°39'8"W	50.68'
C59	50.68'	1879.86'	1°32'41"	S04°56'57"W	50.68'
C60	70.11'	1879.86'	2°08'13"	S103°28"E	70.10'
C61	55.95'	1879.86'	1°42'19"	S25°48'55"E	55.95'
C62	109.05'	171.50'	36°25'57"	N77°21'30"E	107.22'
C63	132.84'	171.50'	44°22'46"	N36°57'09"E	128.54'
C64	41.80'	171.50'	13°57'51"	N74°6'50"E	41.69'
C65	125.48'	171.50'	41°55'18"	N42°27'27"W	122.70'
C66	136.62'	171.50'	45°38'32"	N40°35'50"W	133.03'
C67	136.80'	171.50'	45°42'13"	N86°16'12"W	133.20'
C68	56.09'	171.50'	18°44'21"	S61°30'30"W	55.84'
C69	15.48'	171.50'	57°20'20"	S49°33'10"W	15.48'
C70	153.26'	181.50'	48°22'56"	N24°33'08"E	148.75'
C71	34.28'	20.00'	98°07'32"	N40°34'34"W	30.22'
C72	105.49'	161.50'	37°25'27"	N27°11'58"E	103.62'
C73	152.35'	181.50'	48°05'37"	N24°41'44"E	147.92'

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N27°59'12"W	17.24'	L12	N13°48'43"W	67.78'	L23	N62°21'11"W	52.19'
L2	N07°55'26"W	24.81'	L13	N7°23'24"	60.05'	L24	N49°54'25"W	76.56'
L3	N45°57'20"W	15.19'	L14	N33°20'39"W	41.98'	L25	N54°23'32"W	102.89'
L4	N34°53'52"W	28.16'	L15	N36°44'18"W	39.55'	L26	N38°20'27"W	39.63'
L5	N23°01'54"	34.46'	L16	N55°50'32"W	35.28'	L27	N43°55'01"W	42.49'
L6	N23°08'33"W	29.42'	L17	N32°20'36"W	50.08'	L28	N38°37'53"W	40.36'
L7	N29°02'32"W	31.32'	L18	N25°22'15"W	45.56'	L29	N34°56'00"W	43.86'
L8	N14°26'03"W	56.78'	L19	N49°18'18"W	52.31'	L30	N70°37'36"W	40.23'
L9	N62°19'29"E	14.79'	L20	N31°73'40"W	51.55'	L31	S76°43'41"W	43.73'
L10	N22°32'21"W	36.64'	L21	N44°39'30"W	32.34'			
L11	N8°03'36"W	41.34'	L22	N40°50'50"W	57.18'			



KEY SHEET
SCALE = 1" = 200'

MANZIE & DRAKE LAND SURVEYING

117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034

(904) 491-5700 www.ManzieAndDrake.com
 CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US."

LEGEND

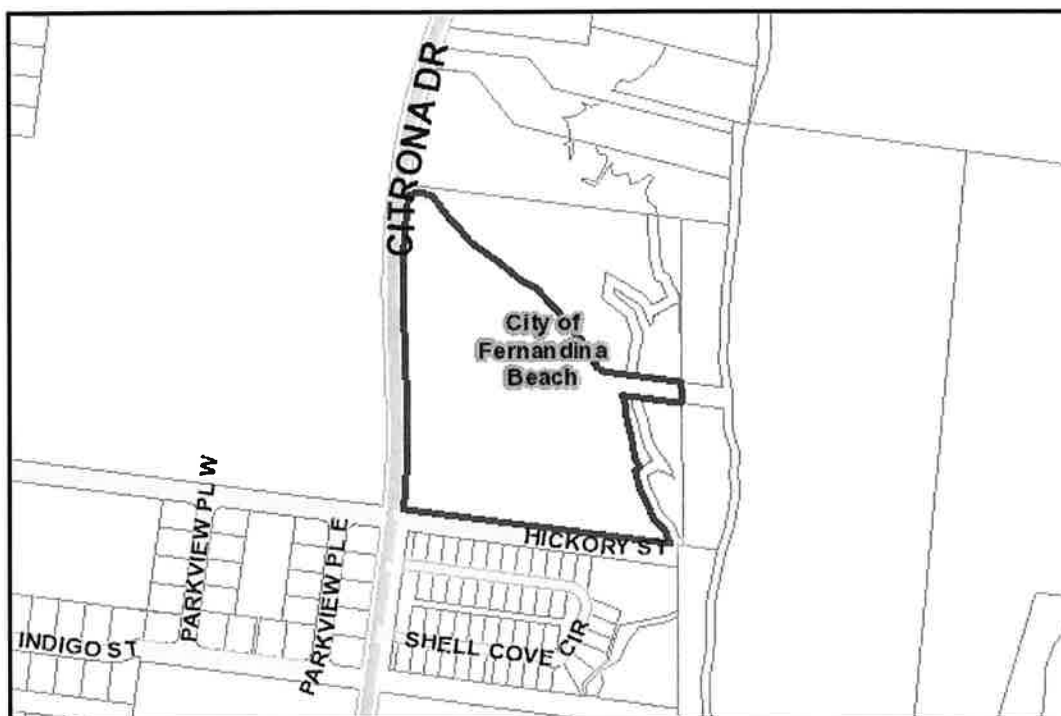
D.E. = DRAINAGE EASEMENT
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S.F. = SQUARE FEET
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F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
U.E. = UTILITY EASEMENT

904-491-7300



www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

**Parcel Report****Parcel ID****Owner Information****Mailing Address****Site Address****Previous Site Address (If
Changed by 911)****Deed Acre****Approximate Acres (GIS
Calculated)****Property Use Code****Municipality****Census Tract****MLS Zone****Results**

00-00-31-1180-0017-0040

AMELIA BLUFF LLC

4339 ROOSEVELT BLVD

JACKSONVILLE, FL 32210

10.76

10.69

000000

City of Fernandina Beach

2 - Island

Subdivision CITRONA SUB

Value & Sales Report

Results

Land Value \$1,076,000.00
Building Value \$0.00
Misc. Value \$0.00
Just Value (Market Value) \$1,076,000.00
Assessed Value \$1,076,000.00
Taxable Value

Value of land
 Value of all improvement on the land
 Any extra features to the land and/or building(s)
 The Just, or Market Value, for tax purposes
 Market Value minus assessment limits
 Assessed Value minus any Exemptions

Sales Information

Date
 20171129

Price
 \$1,625,000.00

Vacant?
 Y

Qual
 U

Land Use Report

Results

Zoning R-1
Future Land Use CONSERVATION
Community Development District No
Community Redevelopment Area No
Historic District No
Municipal Service Benefit Unit (MSBU) No
Mobility Fee Zone Zone 1

Note: (Must be verified with Municipality)
 Note: (Must be verified with Municipality)

Note: (Must be verified with City of Fernandina Beach)
 Note: (Must be verified with City of Fernandina Beach)

Topographical Report

Results

Soil Map Unit Name

LEON FINE SAND,KUREB FINE SAND, 0 TO 5 PERCENT SLOPES,BUCCANEER CLAY, FREQUENTLY FLOODED,ECHAW FINE SAND

Drainage Basin St. Marys River
Drainage Basin Number Coming Soon
Vegetation
Approximate Elevation Coming Soon

Not a jurisdictional survey

Utility Report

Results

Water Source City of Fernandina Beach
Waste Water City of Fernandina Beach
Electric Provider Florida Public Utility

Emergency Management Report

Results

Fire District 100
USNG 17R MP 56 90
Storm Surge Zone Coming Soon

Note: (Must be verified with Nassau County Fire & Rescue)
 Note: (Must be verified with Nassau County Emergency Management)
 Note: (Must be verified with Nassau County Emergency Management)

Hurricane Evacuation Zone	Coming Soon	Note: (Must be verified with Nassau County Emergency Management)
Special Flood Hazard Area	AE,X	Note: (Must be verified with Nassau County Building Dept.)
DFIRM Panel	12089C	Note: (Must be verified with Nassau County Building Dept.)
Building Wind Zone	Coming Soon	
School Board Report	Results	
Elementary School Zone	Emma Love Hardee Elementary	Note: (Must be verified with NCSB)
Middle School Zone	Fernandina Beach Middle School	Note: (Must be verified with NCSB)
High School Zone	Fernandina Beach High School	Note: (Must be verified with NCSB)
Elections Report	Results	
Municipality	City of Fernandina Beach	
Voting Precinct	102	Note: (Must be verified with SOE)
Polling Location	Coming Soon	Note: (Must be verified with SOE)
Congressional	4	Note: (Must be verified with SOE)
State Senate	4	Note: (Must be verified with SOE)
State House	11	Note: (Must be verified with SOE)
County Commissioner	1 - Daniel B. Leeper	Note: (Must be verified with SOE)
School Board	1 - Donna Martin	Note: (Must be verified with SOE)
Ocean, Highway & Port Authority	1 - Richard S. Bruce	Note: (Must be verified with SOE)
City of Fernandina Beach Commission	Johnny Miller, Tim Poytner, Robin C. Lentz, Roy G. Smith and Len Kreger	Note: (Must be verified with City of Fernandina Beach)
Hilliard Town Council	Does Not Apply	Note: (Must be verified with Town of Hilliard)
Callahan Town Council	Does Not Apply	Note: (Must be verified with Town of Callahan)
Mosquito Control	Amelia Island Mosquito Control District	Note: (Must be verified with SOE)

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

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[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

AMELIA BLUFF LLC

Filing Information

Document Number	L16000122168
FEI/EIN Number	81-3048236
Date Filed	06/24/2016
Effective Date	06/24/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/12/2018
Event Effective Date	NONE

Principal Address

4339 ROOSEVELT BLVD.
400
JACKSONVILLE, FL 32210

Mailing Address

4339 ROOSEVELT BLVD.
400
JACKSONVILLE, FL 32210

Registered Agent Name & Address

WH Morris, Inc.
4339 ROOSEVELT BLVD.
400
JACKSONVILLE, FL 32210

Name Changed: 03/01/2017

Authorized Person(s) Detail

Name & Address

Title MGR

HOWELL, WILLIAM R, II
2955 HARTLEY RD
STE 108
JACKSONVILLE, FL 32257

Annual Reports

Report Year	Filed Date
2017	03/01/2017
2018	02/12/2018

Document Images

06/12/2018 -- LC Amendment	View image in PDF format
02/12/2018 -- ANNUAL REPORT	View image in PDF format
11/27/2017 -- LC Amendment	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
06/24/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

THIS INSTRUMENT PREPARED BY:
Michelle L Glass
7545 Centurion Parkway, Suite 103
Jacksonville, FL 32256
Consideration: \$1,625,000.00
Rec.: \$18.50
Tax ID No: 00-00-31-1180-0017-0000
Our File: 2016-17

For official use by Clerk's office only

State of Florida)
County of Nassau)
)

CORPORATE WARRANTY DEED
(Corporate Seller)

This Indenture, made, 29th day of November, 2017 A.D., Between School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida whose post office address is: 1201 Atlantic Avenue, Fernandina Beach, FL 32034, Grantor and Amella Bluff, LLC whose post office address is: 4339 Roosevelt Blvd., Jacksonville, FL 32210, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Nassau, Florida, to wit:

SEE ATTACHED EXHIBIT A

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-00-31-1180-0017-0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

Robin Jones
Witness Print Name: Robin Jones
Michelle L. Glass
Witness Print Name: Michelle L. Glass

School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida

By: Kathy K. Burns
Kathy K. Burns, Superintendent of School Board of Nassau County
By: Donna M. Martin
Donna M. Martin, Chairperson of School Board of Nassau County

(Corporate Seal)

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Kathy K. Burns, Superintendent of School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida and Donna M. Martin, Chairperson of School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida. They are personally known to me or has produced FLDL as identification.



Michelle L. Glass
Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 7.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES; (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'52" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST; A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'06" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST, A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°30'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 06°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°17'13" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 50.04 FEET, MORE OR LESS, TO THE BASE OF A SAND BLUFF; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 38°41'59" WEST, ALONG SAID BASE OF SAND BLUFF, A DISTANCE OF 87.02 FEET, MORE OR

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LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE SOUTH $82^{\circ}17'13''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 94.43 FEET, MORE OR LESS, TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH $03^{\circ}29'28''$ WEST A DISTANCE OF 19.58 FEET; (2) NORTH $07^{\circ}00'33''$ EAST A DISTANCE OF 36.21 FEET; (3) NORTH $08^{\circ}58'10''$ EAST A DISTANCE OF 21.34 FEET; (4) NORTH $16^{\circ}34'43''$ EAST A DISTANCE OF 27.18 FEET; (5) NORTH $01^{\circ}19'30''$ EAST, A DISTANCE OF 20.13 FEET; (6) NORTH $21^{\circ}05'17''$ WEST A DISTANCE OF 30.49 FEET; (7) NORTH $16^{\circ}05'50''$ WEST A DISTANCE OF 36.06 FEET; (8) NORTH $50^{\circ}52'57''$ WEST A DISTANCE OF 31.17 FEET; (9) NORTH $50^{\circ}51'35''$ WEST A DISTANCE OF 49.25 FEET; (10) NORTH $09^{\circ}09'39''$ EAST A DISTANCE OF 14.02 FEET; (11) SOUTH $61^{\circ}17'22''$ EAST A DISTANCE OF 24.86 FEET; (12) SOUTH $51^{\circ}51'35''$ EAST A DISTANCE OF 19.13 FEET; (13) SOUTH $60^{\circ}55'19''$ EAST A DISTANCE OF 28.29 FEET; (14) SOUTH $45^{\circ}21'52''$ EAST A DISTANCE OF 27.37 FEET; (15) SOUTH $23^{\circ}07'52''$ EAST A DISTANCE OF 29.63 FEET; (16) SOUTH $23^{\circ}27'38''$ EAST A DISTANCE OF 23.60 FEET; (17) NORTH $54^{\circ}47'07''$ EAST A DISTANCE OF 11.40 FEET; (18) NORTH $02^{\circ}02'34''$ WEST A DISTANCE OF 21.04 FEET; (19) NORTH $70^{\circ}00'14''$ EAST A DISTANCE OF 18.60 FEET; (20) NORTH $59^{\circ}43'18''$ EAST A DISTANCE OF 26.78 FEET; (21) NORTH $57^{\circ}42'29''$ EAST A DISTANCE OF 28.89 FEET; (22) SOUTH $74^{\circ}40'51''$ EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH $00^{\circ}22'45''$ WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) NORTH $09^{\circ}28'15''$ WEST, A DISTANCE OF 30.17 FEET; (2) NORTH $35^{\circ}20'45''$ WEST A DISTANCE OF 31.42 FEET; (3) NORTH $20^{\circ}16'27''$ WEST A DISTANCE OF 30.31 FEET; (4) NORTH $65^{\circ}32'41''$ WEST A DISTANCE OF 20.95 FEET; (5) NORTH $14^{\circ}54'27''$ WEST A DISTANCE OF 39.02 FEET; (6) NORTH $03^{\circ}19'30''$ WEST A DISTANCE OF 41.10 FEET; (7) NORTH $11^{\circ}57'47''$ WEST A DISTANCE OF 45.15 FEET; (8) NORTH $01^{\circ}17'05''$ EAST A DISTANCE OF 28.48 FEET; (9) NORTH $13^{\circ}17'42''$ WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH $82^{\circ}19'02''$ WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $11^{\circ}28'44''$, AN ARC DISTANCE OF 376.62 FEET AND BEING

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SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.07 ACRES, MORE OR LESS.

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WILDLIFE ASSESSMENT

**School Board Property
Citrona Dr. & Hickory St.
Fernandina Beach
Nassau County, Florida**

February 09, 2018

I. Introduction

The purpose of this report is to identify the presence, and habitat utilization, of common and protected wildlife species at the School Board property located north of Hickory St. and east of Citrona Dr. in Sections 15,19,26-28, Township 3 North, Range 28 East, and Sections 15-17, Township 3 North, Range 29 East of Nassau County, Florida. Emphasis was placed on species listed by the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) as Threatened, Endangered or Species of Special Concern (SSC).

II. Methodology

Prior to the site assessment, aerial Orthophoto satellite images, United States Geologic Survey (USGS) topographic maps (**APPENDIX A**) and U.S. Department of Agriculture (USDA) soil survey maps (**APPENDIX C**), were reviewed to determine potential natural resources on-site. The soil survey for Nassau County was consulted in an effort to evaluate suitable habitat for sensitive species depending on substrate requirements (USDA 1991). Databases from the Florida Fish and Wildlife Conservation Commission (FWC 2013), the bald eagle (*Haliaeetus leucocephalus*) nest locator (FWC 2015), and the U.S. Fish and Wildlife Service (USFWS) Threatened & Endangered Species System (TESS) (USFWS 2015) were accessed to determine potential for sensitive species suitable habitat. A copy of the USFWS TESS Species by County Report is located in (**APPENDIX C**).

During the site assessment, pedestrian transects were completed throughout the property and within each vegetative community. Within each transect, data collected included, but was not limited to; plant species, wildlife species, weather conditions, time assessment commenced and terminated, and any anthropogenic activity. All vegetative communities were identified according to the Florida Land Use, Cover and Forms Classification System developed by the Florida Department of Transportation (FDOT 1999). Within the scope of this assessment, special attention was given to sensitive habitats known to support listed plant and wildlife

species; however, no formal “species-specific” surveys were completed during this wildlife assessment. These methods are consistent with recognized FWC and USFWS survey guidelines for a general wildlife assessment. A Digital Elevation map showing the survey transects can be found in (APPENDIX B).

III. Database Review of Soil Conditions

The *Soil Survey of Nassau County* (Natural Resource Conservation Service, 1989) indicates five soil types as occurring within the property:

Echaw Fine Sand (04) - This is a moderately well drained soil class found in the southwest corner of the subject property. Slopes are 0 to 2 percent and convex. This soil is composed of approximately 88 percent Echaw and 12 percent minor components including: Leon non-hydric, Resota, Mandarin and Lynn haven soils. These soils are found along the ridges of marine terraces and are created from sandy marine deposits. The entire soil profile is composed of fine sand from 0 to 80 inches. The water table is 30 to 60 inches below land surface. This soil belongs to hydrologic soil group A and is seldom flooded. These soils are commonly associated with habitats such as North Florida Flatwoods and the rises and knolls of mesic uplands.

Kureb Fine Sand (08) - This is an excessively drained soil class found within the interior of the subject property, stretching from the northeast corner down to the southern property boundary. Slopes are 0 to 5 percent and convex. The soil is composed of approximately 93 percent Kureb and 7 percent Resota. It is found along the ridges and dunes of marine terraces. These soils develop from Eolian, sandy fluvial or marine deposits. The profile is sandy throughout, from 0-80 inches. The water table is more than 80 inches below land surface. This soil belongs to hydrologic soil group A and rarely floods. These soils are associated with habitats such as sand pine scrub and the dunes of xeric uplands.

Leon Fine Sand (09) - This is a poorly drained soil class found in a small portion of the western side of the property, adjacent to the Echaw Fine Sand. Slopes range from 0 to 2 percent and are convex. The soil is composed of approximately 90 percent Leon non-hydric, 5 percent Leon hydric, and 5 percent minor components including: Sapelo: non-hydric, Ridgewood, Pottsburg, Kingsferry and Wesconnett soils. Leon fine sand is found among flatwoods on marine terraces. It develops from sandy marine deposits. The profile consists of fine sand throughout 80 inches, with the Leon hydric soils above the Leon non-hydric soil. The water table is 0 to 6 inches below land surface for Leon hydric and 6 to 18 inches below land surface for Leon non-hydric. This soil belongs to hydrologic soil group A/D and floods occasionally. It is commonly associated with North Florida Flatwoods and the flats of mesic or hydric lowlands.

Buccaneer Clay (15)- This is a very poorly drained soil class found along the entire eastern side of the property, adjacent to Egan’s Creek. Slopes range from 0 to 2 percent and are linear. The soil is composed of 94 percent Buccaneer and 6 percent minor components including Meggett and Croatian soils. Buccaneer clay is found in floodplains along marine terraces. It is formed from clayey marine deposits. The profile consists of clay from 0 to 80 inches. The water table is located 0 to 6 inches below land surface. This soil belongs to hydrologic soil group D and frequently floods. It is commonly associated with stream terraces, floodplains and depressions.

Kingsferry Fine Sand (24) - This is a very poorly drained soil class found in the middle northern portion of the subject property. Slopes are 0 to 2 percent and are linear. The soil is composed of approximately 89 percent Kingsferry and 11 percent minor components including: Leon non-hydric, Lynn haven, and Rutlege soils. Kingsferry soils are found on the flats of marine terraces. They are formed from sandy marine deposits. The profile consists of fine sand from 0 to 80 inches. The water table is level with the land surface. This soil belongs to hydrologic soil group B/D and frequently floods. It is commonly associated with North Florida Flatwoods and the flats of mesic or hydric lowlands.

A copy of the Custom Soil Resource Report can be found in (**APPENDIX C**).

IV. Existing Site Conditions

Two (2) vegetative/ecological communities were identified within the boundary of the subject property. These communities were classified according to the Florida Land Use, Cover and Forms Classification System (FLUCFCS), (Florida Department of Transportation, 1999). The communities discovered on-site are typical of northeast Florida, and no unusual or unique vegetative communities were discovered. Each community observed has been assigned a FLUCCS code and is described below.

Pine-Mesic Oak (FLUCCS 414) A pine-mesic oak habitat covers the majority of this property. This type of forest grows on moister sites and consists of slash pine (*Pinus elliottii*), longleaf pine (*P. palustris*) and loblolly pine (*P. taeda*) which grow in strong association with a wide variety of mesic oaks and other hardwood species. The canopy consists of Southern red oak (*Quercus falata*), water oak (*Q. nigra*), white oak (*Q. alba*) and laurel oak (*Q. laurifolia*), in addition to hickories (*Carya spp.*), sweetgum (*Liquidambar styraciflua*) and dogwood (*Cornus spp.*) which commonly grow alongside pine species under mesic conditions. Gallberry (*Ilex spp.*), wax myrtle (*Myrica cerifera*) and saw palmetto (*Serenoa repens*) are among the common understory species.

Wetland Forested Mixed (FLUCCS 630) A wetland forested mixed community can be found in the northern and eastern portions of the property. The vegetative community within the mixed forested wetland is dominated by cypress (*Taxodium spp.*), black gum (*Nyssa sylvatica*), loblolly bay (*Gordonia lasianthus*), swamp bay (*Persea palustris*), pond pine (*P. serotina*), fetterbush (*Lyonia lucida*), Virginia chainfern (*Woodwardia virginica*), netted chainfern (*Woodwardia areolata*), and royal fern (*Osmunda regalis*). The wetlands on site are adjacent to and west of Egan's Creek.

A map showing the FLUCCS habitats within the subject property can be found in (**APPENDIX B**).

A. Comprehensive wildlife survey

Pursuant to the methodology required by FWC and USFWS, LG² Environmental Solutions (LG²ES) conducted the on-site wildlife survey on February 7, 2018. A comprehensive list of wildlife species that were directly observed or evidenced by scat, burrows or tracks are listed in the following table.

Table 1. Wildlife Species Observed on Site at the School Board Property in June 2016.

Common Name	Taxonomic Name
Cardinal, Northern	<i>Cardinalis cardinalis</i>
Black Vulture	<i>Coragyps atratus</i>
Armadillo	<i>Dasypus novemcinctus</i>
Marsh Rabbit	<i>Sylvilagus palustris</i>
Squirrel, Eastern Gray	<i>Sciurus carolinensis</i>
Northern Parula	<i>Parula americana</i>
Warbler, Yellow-rumped	<i>Dendroica coronata</i>
Yellow Rat Snake	<i>Pantherophis alleghaniensis</i>

- B. Species Discussions.** No listed wildlife species were observed on the School Board Property during the site assessment performed on February 7, 2018.

Gopher tortoise (GT): During the site inspections, special attention was given to habitat types and soil characteristics that are associated with gopher tortoise utilization. The gopher tortoise is listed as Threatened by FWC and Conservation Permits for the relocation of the gopher tortoises must be obtained for any onsite burrow(s) prior to clearing and/or grading the property.

A formal gopher tortoise survey was not conducted within the scope of this site visit; however, transects were walked through the entire property. No gopher tortoises or their burrows were seen on the property.

Bald eagle: The FWC Bald Eagle Nest Locator was used to determine if any documented or historical nests exist within one mile of the subject property. The search resulted in zero documented nests (**Figure 1**). Undocumented nests could still exist, however, none were observed during this survey.

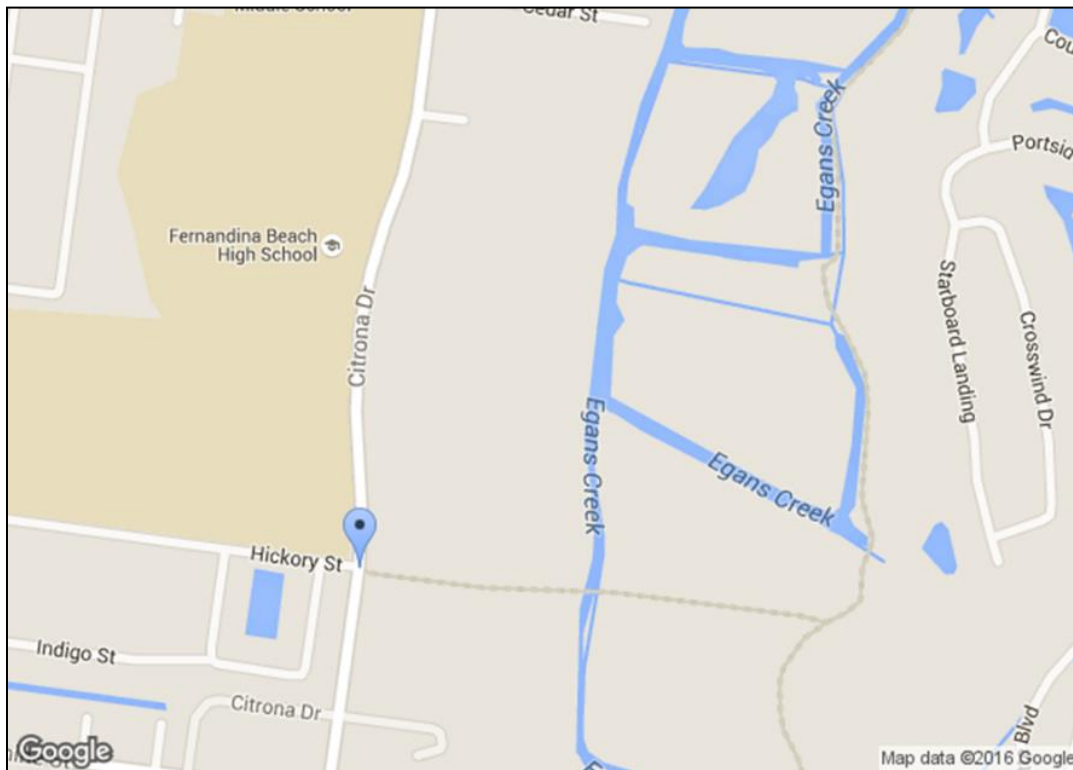


Figure 1. Eagle nest locator map summary indicating no documented Bald eagle nests are located within 1-mile distance of subject property.

Date: 6/13/2016 8:59:07 AM

Search Entered: Within 1 mile of Citrona Dr. and Hickory Street (latitude 30.6589285 and longitude -81.4448999)

0 record(s) were found; 0 record(s) are shown

(see disclaimer that follows)

This report was generated using the Florida Fish and Wildlife Conservation Commission's (FWC) eagle nest locator web site, which can be found at <https://public.myfwc.com/FWRI/EagleNests/nestlocator.aspx>. The data displayed reflect all known FWC documented eagle nesting territories that fall within the search criteria specified at the top of the page. Search results reflect the activity status observed by FWC and are current through spring 2014. Not all eagle nests in Florida have been documented by the FWC. Non-documented nests receive the same level of protection as FWC documented nests.

V. Conclusion

The subject property was examined to identify any utilization by animal species on the property. Special attention was given to the presence of species listed by the USFWS and the FWC as rare, endangered, and threatened or Species of Special Concern. Special attention was given to bald eagles, red-cockaded woodpeckers, Sherman's fox squirrels and gopher tortoises due to the anticipated habitat type and location. No listed species were observed during the February 7, 2018 site assessment.

LG²ES estimates there is little to no acreage of suitable gopher tortoise habitat located on-site. It is considered unlikely that the gopher tortoises would burrow on property. Should gopher tortoises later be found to inhabit the subject property, appropriate FWC surveys and permitting may be required.

We appreciate your business and look forward to our continuing to serve you and your environmental needs.

If you have any questions or require additional information, please contact me at 904-955-5480 or at tjackson@lg2es.com.

Very respectfully,

A handwritten signature in cursive script that reads "Tina Jackson".

Tina Jackson
Environmental Scientist
LG2 Environmental Solutions, Inc.

VI. REFERENCES

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC) 2009. Florida Land Use Cover Classification System (FLUCCS) Final Report: December 31, 2009

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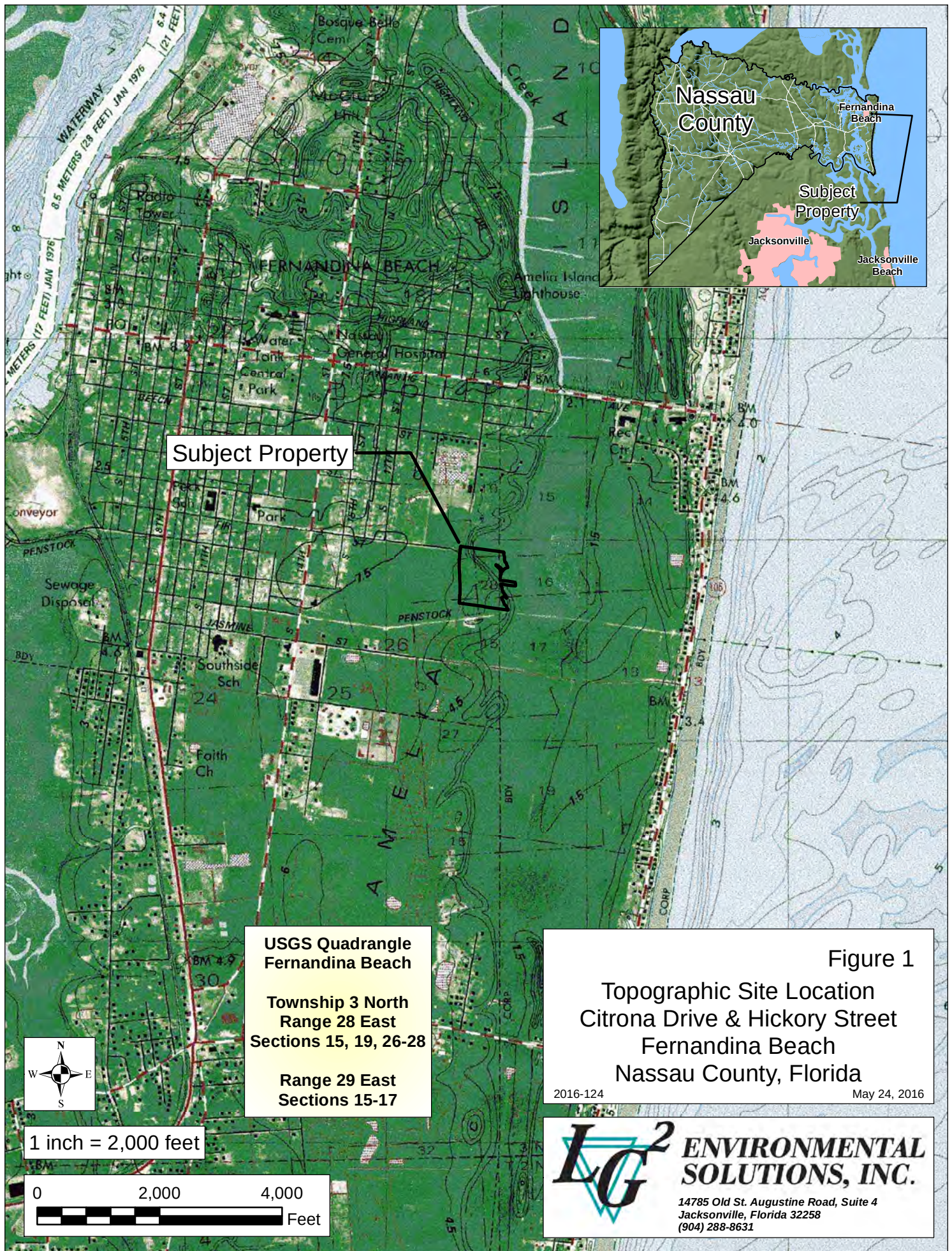
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UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) NATURAL RESOURCES CONSERVATION SERVICE (NRCS). Web Soil Survey, modified: 12/06/2013. Online at <http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>. Accessed 06/13/2016.

APPENDIX A
Aerial Site Photograph
USGS 7.5 Topographic Map





APPENDIX B

Digital Elevation Map with Survey Transects
FLUCCS Map

Subject Property

1 2 3 4 5 6 7 8 9

10 11

NA00026

NA00919

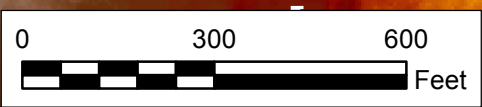
- 25m Transects
- Archaeological Site

DEM with Transects
School Board Property
Fernandina Beach
Nassau County, Florida

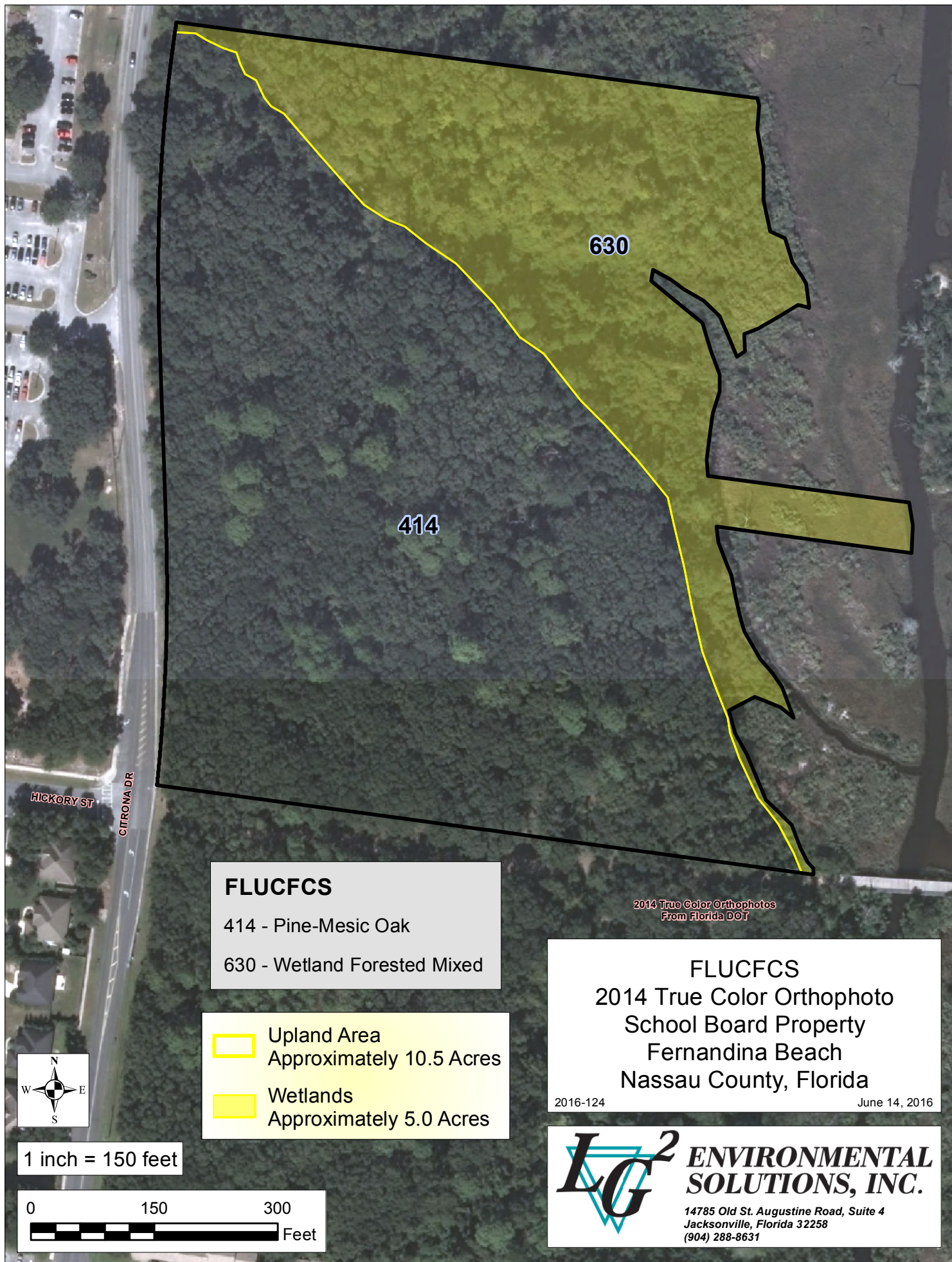
2016-124 June 3, 2016



1 inch = 300 feet



LG² ENVIRONMENTAL SOLUTIONS, INC.
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
(904) 288-8631



FLUCFCS

414 - Pine-Mesic Oak

630 - Wetland Forested Mixed

-  Upland Area
Approximately 10.5 Acres
-  Wetlands
Approximately 5.0 Acres

2014 True Color Orthophotos
From Florida DOT

FLUCFCS

2014 True Color Orthophoto
School Board Property
Fernandina Beach
Nassau County, Florida

2016-124

June 14, 2016

**LG² ENVIRONMENTAL
SOLUTIONS, INC.**
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Jacksonville, Florida 32258
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APPENDIX C

USDA NRCS Web Soil Survey Report
U.S. Fish & Wildlife Service Species by County Report



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Nassau County, Florida**

School Board Property



June 13, 2016

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

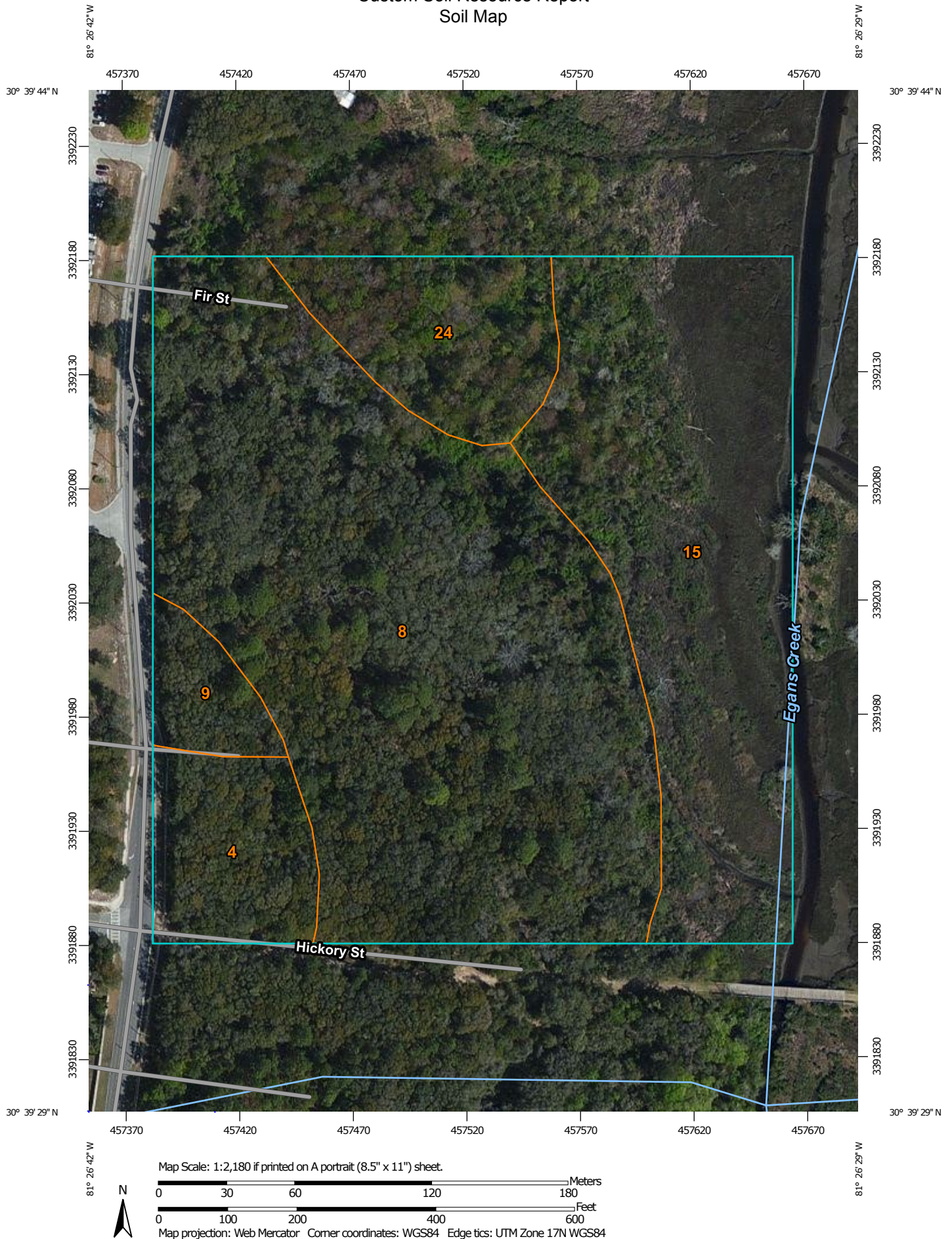
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Nassau County, Florida
Survey Area Data: Version 14, Sep 30, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 13, 2011—Mar 15, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Nassau County, Florida (FL089)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Echaw fine sand	1.4	6.8%
8	Kureb fine sand, 0 to 5 percent slopes	11.0	52.2%
9	Leon fine sand	0.6	3.1%
15	Buccaneer clay, frequently flooded	6.2	29.5%
24	Kingsferry fine sand	1.8	8.4%
Totals for Area of Interest		21.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic

classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Nassau County, Florida

4—Echaw fine sand

Map Unit Setting

National map unit symbol: 4gb0

Elevation: 0 to 130 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Echaw and similar soils: 88 percent

Minor components: 12 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Echaw

Setting

Landform: Ridges on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand

E - 6 to 35 inches: fine sand

Bh - 35 to 38 inches: fine sand

E' - 38 to 78 inches: fine sand

Bh - 78 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)

Depth to water table: About 30 to 60 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: Low (about 4.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: A

Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Minor Components

Leon, non-hydric

Percent of map unit: 3 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Resota

Percent of map unit: 3 percent

Landform: Knolls on marine terraces, ridges on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G153AA121FL)

Mandarin

Percent of map unit: 3 percent

Landform: Rises on marine terraces, flats on marine terraces

Landform position (three-dimensional): Interfluve, rise

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Lynn haven

Percent of map unit: 3 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

8—Kureb fine sand, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 4gbq

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Kureb and similar soils: 93 percent

Minor components: 7 percent

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Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kureb

Setting

Landform: Ridges on marine terraces, dunes on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Eolian deposits or sandy fluvial or marine deposits

Typical profile

A - 0 to 5 inches: fine sand
C/Bh - 5 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on ridges and dunes of xeric uplands (G153AA111FL)

Minor Components

Resota

Percent of map unit: 7 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G153AA121FL)

9—Leon fine sand

Map Unit Setting

National map unit symbol: 4gbr

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Elevation: 10 to 450 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Leon, non-hydric, and similar soils: 90 percent

Leon, hydric, and similar soils: 5 percent

Minor components: 5 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Leon, Non-hydric

Setting

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand

E - 7 to 18 inches: fine sand

Bh - 18 to 31 inches: fine sand

E' - 31 to 37 inches: fine sand

B'h - 37 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Poorly drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Description of Leon, Hydric

Setting

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand
E - 7 to 18 inches: fine sand
Bh - 18 to 31 inches: fine sand
E' - 31 to 37 inches: fine sand
B'h - 37 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Minor Components

Sapelo, non-hydric

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Ridgewood

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Pottsburg

Percent of map unit: 1 percent
Landform: Rises on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Kingsferry

Percent of map unit: 1 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Wesconnett

Percent of map unit: 1 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

15—Buccaneer clay, frequently flooded

Map Unit Setting

National map unit symbol: 4g94

Elevation: 20 to 350 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Buccaneer and similar soils: 94 percent

Minor components: 6 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Buccaneer

Setting

Landform: Flood plains on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Clayey marine deposits

Typical profile

A - 0 to 5 inches: clay

Btg - 5 to 80 inches: clay

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

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Natural drainage class: Very poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 0 to 6 inches

Frequency of flooding: Frequent

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: High (about 11.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6w

Hydrologic Soil Group: D

Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G153AA345FL)

Minor Components

Meggett

Percent of map unit: 3 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G153AA341FL)

Croatan

Percent of map unit: 3 percent

Landform: Flood plains on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Organic soils in depressions and on flood plains (G153AA645FL)

24—Kingsferry fine sand

Map Unit Setting

National map unit symbol: 4g9g

Elevation: 0 to 150 feet

Mean annual precipitation: 47 to 55 inches

Mean annual air temperature: 64 to 72 degrees F

Frost-free period: 305 to 335 days

Farmland classification: Not prime farmland

Map Unit Composition

Kingsferry and similar soils: 89 percent

Custom Soil Resource Report

Minor components: 11 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kingsferry

Setting

Landform: Flats on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 34 inches: fine sand

Bh1 - 34 to 67 inches: fine sand

Bh2 - 67 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Very poorly drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 0 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: B/D

Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Minor Components

Leon, non-hydric

Percent of map unit: 4 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Lynn haven

Percent of map unit: 4 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

Custom Soil Resource Report

Rutlege

Percent of map unit: 3 percent

Landform: Drainageways on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

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United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

U.S. Fish & Wildlife Service Species by County Report

Group	Common Name	Scientific Name	Species Profile URL	Population
Amphibians	Striped newt	<i>Notophthalmus perstriatus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=D02P	
Birds	Wood stork	<i>Mycteria americana</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=B06O	AL, FL, GA, MS, NC, SC
Mammals	West Indian Manatee	<i>Trichechus manatus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=A007	Entire
Mammals	West Indian Manatee	<i>Trichechus manatus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=A007	Entire
Reptiles	Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00E	Entire
Reptiles	Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00E	Entire
Reptiles	Leatherback sea turtle	<i>Dermochelys coriacea</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00F	Entire
Reptiles	Leatherback sea turtle	<i>Dermochelys coriacea</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00F	Entire
Reptiles	Loggerhead sea turtle	<i>Caretta caretta</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00U	Northwest Atlantic Ocean DPS
Reptiles	Eastern indigo snake	<i>Drymarchon corais couperi</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C026	Entire
Reptiles	Gopher tortoise	<i>Gopherus polyphemus</i>	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C044	Eastern

RESOLUTION 2017-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH W.R. HOWELL COMPANY (DEVELOPER) AND NASSAU COUNTY SCHOOL DISTRICT REGARDING CONDITIONS TO VACATION OF A PORTION OF THE GUM STREET RIGHT-OF-WAY EAST OF CITRONA DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City of Fernandina Beach to attach specific conditions that are prerequisite to the City's vacation of a portion of the Gum Street right-of-way east of Citrona Drive.

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 Memorandum of Understanding, attached hereto as Exhibit "A", between the City of Fernandina Beach, the Nassau County School District and W.R. Howell Company.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Memorandum of Understanding and all necessary documentation upon review and approval of the City Attorney.

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

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

**MEMORANDUM OF UNDERSTANDING
FOR CONDITIONS ON THE VACATION OF THE**

GUM STREET RIGHT-OF-WAY

This MEMORANDUM OF UNDERSTANDING, "MOU" is entered into by and between City of Fernandina Beach, ("City"), 204 Ash Street, Fernandina Beach, FL 32034, W. R. Howell Company, Inc. ("Developer") whose address is 4545 Ortega Blvd., Jacksonville, FL 32210 and Nassau County School District whose address is 1201 Atlantic Avenue, Fernandina Beach, FL 32034.

WHEREAS, City owns a right-of-way known as Gum Street that bisects property owned and controlled by the Nassau County School District ("School Board") located east of Citrona and north of Hickory and that is planned for residential development ("Property"); and

WHEREAS, City, Developer and School Board wish to memorialize their understanding of the conditions on the City's agreement to vacate the portion of the Gum Street right-of-way that bisects the Property; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB- 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions listed below:

NOW THEREFORE, the parties agree to the following terms:

1. The Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to Property and Gum Street in order to satisfy the requirement of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for

approval of the preliminary plat for residential development on the Property, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along Egans Creek Greenway and contiguous to the Gum Street right-of-way.

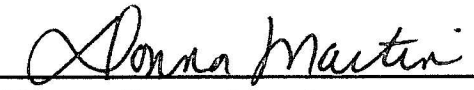
2. The School Board or its successor in interest shall transfer clear title to all jurisdictional wetlands on the property to the City in fee simple to be set aside as conservation land.
3. The School Board's successor in interest shall donate \$115,000 to the City for use in the City's land conservation efforts.
4. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

This Memorandum of Understanding has been executed by the parties this 10 day of August 2017,

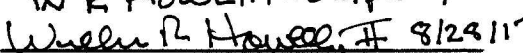
City of Fernandina Beach:

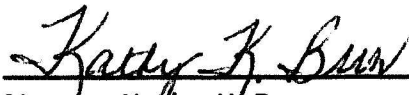
Nassau County School District:

 8/22/17
Name Dale L. Martin Date
Title City Manager
Address 204 Ash St
Fernandina Beach FL 32034


Name: Donna Martin Date
Title: Chairman
Address: 1201 Atlantic Ave.
Fernandina Bch., FL 32034

Developer:

W R HOWELL COMPANY
 8/22/17
Name William R. Howell Date
Title PRESIDENT
Address 4545 ORTEGA BLVD
JACKSONVILLE, Florida 32210


Name: Kathy K. Burns Date
Title: Superintendent of Schools
Address: 1201 Atlantic Ave.
Fernandina Bch., FL 32034

ATTEST:

By: 
Printed Name: Caroline Best
Title: City Clerk
Date: Aug 23, 2017

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

The names and contact information for City and County staff responsible for the administration of the Memorandum of Understanding are:

City of Fernandina Beach:

Dale Martin
City Manager
904-310-3100
e-mail dmartin@fbfl.org

Nassau County School District:

Ray Poole
Chief of Legal Services
904-491-9903
ray.poole@nassau.k12.fl.us

Developer:

Name W R HOWELL, COMPANY
William R Howell, Jr
Title PRESIDENT
PH# 904 - 631 - 3643
Address 4545 ORTEGA BLVD
JACKSONVILLE, FLORIDA
32210

**MEMORANDUM OF UNDERSTANDING
FOR CONDITIONS ON THE VACATION OF THE
GUM STREET RIGHT-OF-WAY**

This MEMORANDUM OF UNDERSTANDING, "MOU" is entered into by and between City of Fernandina Beach, ("City"), 204 Ash Street, Fernandina Beach, FL 32034, W.R. Howell Company, a Florida corporation ("Developer") whose address is 2955 Hartley Road, Suite 108, Jacksonville, FL 32257, and Nassau County School District whose address is 1201 Atlantic Avenue, Fernandina Beach, FL 32034.

WHEREAS, City owns a right-of-way known as Gum Street that bisects property owned and controlled by the Nassau County School District ("School Board") located east of Citrona Drive and north of Hickory Street and that is planned for residential development ("Property"); and

WHEREAS, City, Developer and School Board wish to memorialize their understanding of the conditions on the City's agreement to vacate the portion of the Gum Street right-of-way that bisects the Property; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB- 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions listed below:

NOW THEREFORE, the parties agree to the following terms:

1. The Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to Property and Gum Street in order to satisfy the requirement of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for approval of the preliminary plat for residential development on the

2. The School Board or its successor in interest shall transfer clear title to all jurisdictional wetlands on the property to the City in fee simple to be set aside as conservation land.
3. The School Board's successor in interest shall donate \$115,000 to the City for use in the City's land conservation efforts.
4. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

The names and contact information for City and County staff responsible for the administration of the Memorandum of Understanding are:

City of Fernandina Beach:

Dale Martin
City Manager
904-310-3100
dmartin@fbfl.org

Nassau County School District:

name
Title
phone
e-mail

Developer:

William R. Howell, II
President/Chair
2955 Hartley Rd, Ste 108, Jacksonville, FL 32257

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Memorandum of Understanding - School Board Property Vacation

2017-123

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-123

SYNOPSIS: The Nassau County School District is under contract with W.R. Howell Company who will purchase vacant land east of Citrona and north of Hickory for residential development. After several meetings with the City Commission, the City Commission placed several conditions on the vacation of right-of-way which include donation of \$115,000 to the City for land conservation, FDOT surplus land on the Greenway to the City or alternatively, the Developer providing an access right-of-way to the FDOT parcels and the Developer deeding several acres of jurisdictional wetlands to the City for conservation purposes.

FISCAL IMPACT: If approved, the School Board's successor in interest (Developer) will pay \$115,000 to the City for placement in a land conservation fund to be created by the Comptroller.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-123.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Date: July 07, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

ORDINANCE 2016-40

AMENDED AT SECOND AND FINAL READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY WITH SPECIFIC TERMS AND CONDITIONS FOR A PORTION OF GUM STREET TOTALING APPROXIMATELY 600 LINEAR FEET EXTENDING BETWEEN CITRONA DRIVE AND JUST WEST OF THE EGANS CREEK GREENWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, identified as Nassau County School Board, seeks to vacate a portion of public right-of-way described as a portion of Gum Street located between Citrona Drive and just west of the Egans Creek Greenway; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB 2016-24 at its November 9, 2016, meeting, and issued a recommendation of denial and a provisional request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; 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 October 26, 2016; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions contained in a memorandum of understanding to be approved by resolution of the City Commission.

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

SECTION 1. PROPERTY INVOLVED. The property identified for the vacation of a portion of the Gum Street right-of-way is an unopened public right-of-way totaling approximately 600 linear feet between Citrona Drive and just west of the Egans Creek Greenway, and is shown on the map attached hereto as Exhibit "A".

SECTION 2. LEGAL DESCRIPTION. The legal description of the vacated portion of right-of-way is attached hereto as Exhibit "B".

SECTION 3. Vacation of a portion of the above-described right-of-way is subject to specific terms and conditions contained in a separate memorandum of understanding to be approved by resolution of the City Commission including:

- a) Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to the School Board property and Gum Street in order to satisfy the requirement of Section 70-40 of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for approval of the preliminary plat for *Amelia Bluff subdivision* by the City, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along the Egans Creek Greenway contiguous to the Gum Street right-of-way; and
- b) The School Board or its successor in interest shall transfer clear title to all jurisdiction wetlands on the property to the City in fee simple to be set aside as

conservation land; and

c) The School Board or its successor in interest shall donate \$115,000 to the City for use in the City's land conservation efforts. ~~and~~

~~d) The School Board shall remove the chain link fence running parallel to the right of way on Atlantic Avenue in Fernandina Beach at the School Board property located at 1201 Atlantic Avenue.~~

SECTION 4. 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 5. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH



ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

EXHIBIT A - MAP



Legend

 FDOT OWNED LAND

ORDINANCE 2016-40

EXHIBIT "B"

LEGAL DESCRIPTION:

A PORTION OF 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GUM STREET (A 60 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF THE CITY OF FERNANDINA BEACH BEING BOUNDED AS FOLLOWS:

ON THE WEST:

BY THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE (A 60 FOOT RIGHT-OF-WAY) AS NOW LAID OUT AND IN USE.

ON THE EAST:

BY THE EAST LINE OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION OF RIGHT-OF-WAY WHICH SHALL REMAIN PUBLIC RIGHT-OF-WAY:

A PORTION OF GUM STREET (A 60 FOOT-WIDE RIGHT-OF-WAY) IN THE CITY OF FERNANDINA BEACH (FORMERLY 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), LYING IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 00°22'45" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 28, A DISTANCE OF 81.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE NORTH 82°17'13" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 116.05 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 82°17'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 116.05 FEET TO SAID EAST BOUNDARY OF SECTION 28; THENCE NORTH 00°22'45" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 60.60 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE NORTH 82°17'13" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 126.16 FEET; THENCE CONTINUE NORTH 82°17'13" WEST ALONG SAID

NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 95 FEET, MORE OR LESS, TO THE BASE OF A SAND BLUFF; THENCE SOUTHEASTERLY ALONG AND WITH SAID BASE OF BLUFF A DISTANCE OF 87 FEET, MORE OR LESS TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET, BEARING NORTH 82°17'13" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 82°17'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

OFFICE USE ONLY

REC'D: 9/27/16 BY: B
 PAYMENT: \$ 850 TYPE: CK 236892
 APPLICATION #: 2016-0001444
 CASE #: PAB
 BOARD MEETING DATE: Nov. 14/2016



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

Owner Name: Nassau County School Board, c/o Dr. John Ruis, Superintendent

Mailing Address: 1201 Atlantic Avenue, Fernandina Beach, Florida 320

Telephone: (904) 491-9901 Fax: _____

Email: john.ruis@nassau.k12.fl.us

Agent Name: Ezell Law Firm, P.A., c/o Brenda B. Ezell

Mailing Address: 3560 Cardinal Point Drive, Suite 101, Jacksonville, Florida 32257

Telephone: 904-432-3200 Fax: 904-432-3201

Email: brenda@ezellfirm.com

PROPERTY INFORMATION

Street Address: Citrona & Hickory Drive

Parcel Identification Number(s): 00-00-31-1180-0017-0000

Lot Number: 17, 18, 19 Block Number: _____ Subdivision: Citrona

Section: 27, 15, 26, 28 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: One (1)

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 15.55

Existing Zoning Classification: R-1

Existing Future Land Use Classification: Conservation

Previous Planning/Zoning Approvals: N/A

Description of Request:

We request vacation of the 60-foot right-of-way commonly known as Gum Street, which right-of-way
is not currently in use, and apparently has never been constructed for use by the public. This
property is currently for sale and the abandonment requested will allow for future development.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.
Ezell Law Firm, P.A.

September 22, 2016
Date

By: [Signature]
Signature of Applicant

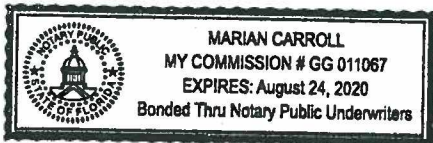
STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 22 day of September, 2016.

Marian Carroll Marian Carroll
Notary Public: Signature Printed Name

8-24-20
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Nassau County School Board

(print name of property owner(s))

hereby authorize: Ezell Law Firm, P.A., c/o Brenda B. Ezell

(print name of agent)

to represent me/us in processing an application for: Vacation of Right-of-Way

(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.

NASSAU COUNTY SCHOOL BOARD

(Signature of owner)

By: John L. Ruis
(Signature of owner)

(Print name of owner)

John L. Ruis
(Print name of owner)

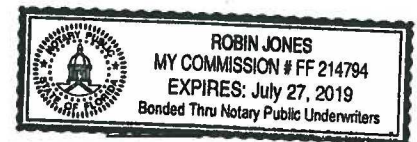
Title: Superintendent

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 9 day of September, 2016.

Robin Jones
Notary Public: Signature

Robin Jones
Printed Name



My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____



'16 SEP 27 PM 2:50

TEL 904.432.3200

3560 CARDINAL POINT DRIVE, SUITE 101
JACKSONVILLE, FLORIDA 32257

FAX 904.432.3201

September 22, 2016

City of Fernandina Beach
Community Development Department
204 Ash Street
Fernandina Beach, Florida 32034

Re: Application for Vacation of Right-of-Way – Unopened portion of Gum Street

Ladies and Gentlemen:

We are pleased to act as agent of the Nassau County School Board in its efforts to close an unopened, unused right-of-way in the City of Fernandina Beach currently known as Gum Street.

Enclosed please find the completed application for vacation of the subject right-of-way, along with a check in the amount of \$850.00 for the application fee. We are hopeful that this application is in line to be heard at the Planning Advisory Board Committee meeting to be held on November 9, 2016.

Please feel free to contact me if you have any questions. Additionally, please let me know if I need to come in to meet with a planner prior to the application deadline, which I am happy to do if need be.

Sincerely,

A handwritten signature in black ink, appearing to read "Brenda B. Ezell", is written over a large, faint, circular watermark or stamp.

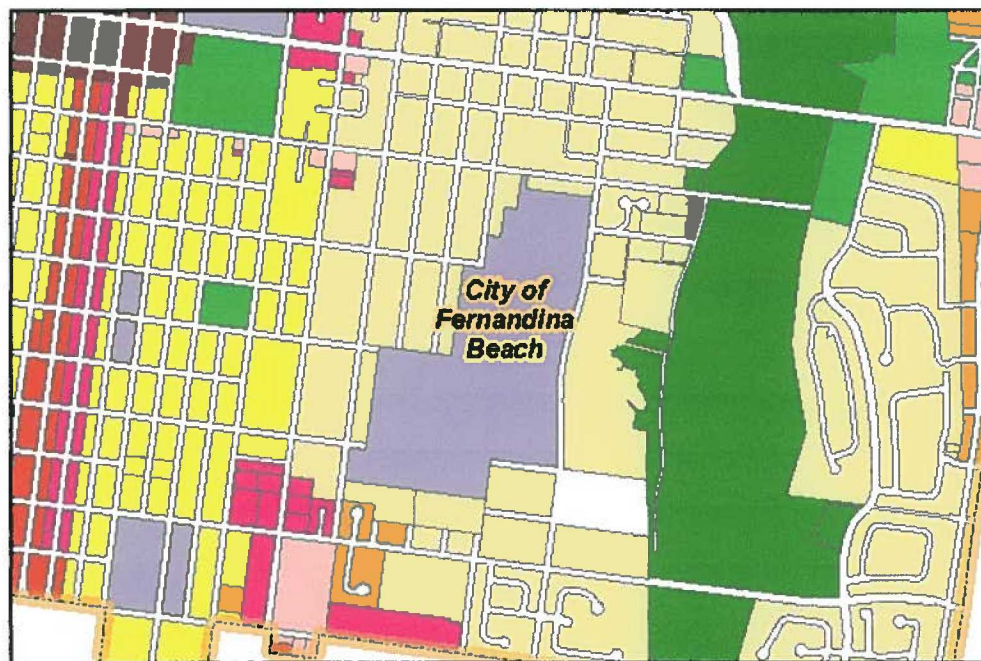
Brenda B. Ezell

904-491-7300

www.NassauFLPA.com



A. Michael Hickox
Nassau County Property Appraiser

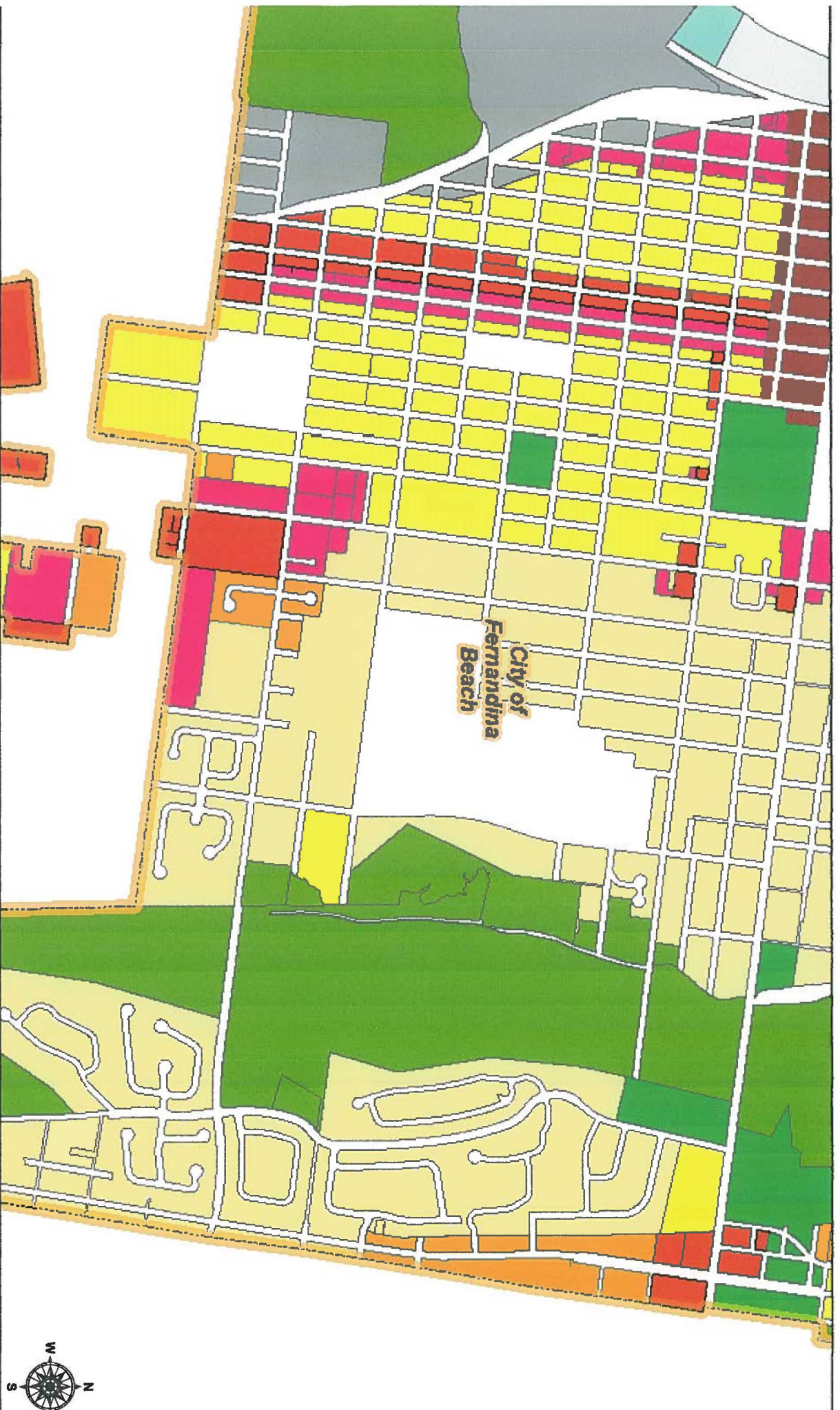


Land Use Report	Results	
Zoning	R-1	Note: (Must be verified with Municipality)
Future Land Use	CONSERVATION	Note: (Must be verified with Municipality)
Community Development District	No	
Community Redevelopment Area	No	Note: (Must be verified with City of Fernandina Beach)
Historic District	No	Note: (Must be verified with City of Fernandina Beach)
Municipal Service Benefit Unit (MSBU)	No	
Mobility Fee Zone	Zone 1	

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

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August 31, 2016

1:16,523
0 0.125 0.25 0.5 mi
0 0.225 0.45 0.9 km

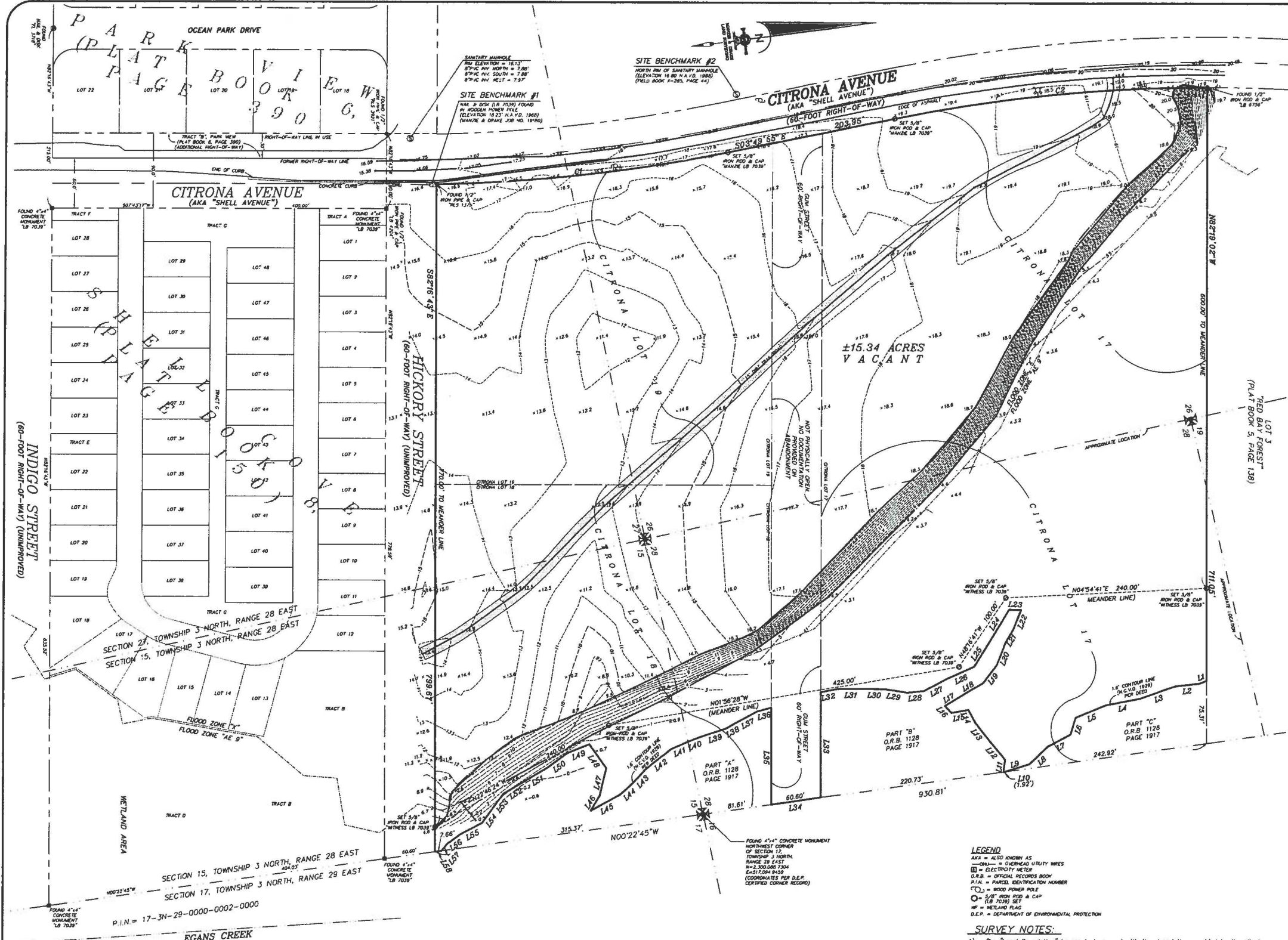


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRC, Esri, Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, OpenStreetMap contributors, and the GIS User Community

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, 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), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST ALONG SAID RANGE LINE A DISTANCE OF 1.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°58'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'50" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 28°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.95 FEET; (11) SOUTH 85°51'50" EAST A DISTANCE OF 33.93 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'08" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°50'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°53'15" WEST A DISTANCE OF 21.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 08°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°17'13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 116.05 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 80.60 FEET, THENCE NORTH 82°17'13" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 126.18 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 35.21 FEET; (3) NORTH 08°58'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 18°34'43" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'30" EAST, A DISTANCE OF 30.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 18°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°52'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 01°17'22" EAST A DISTANCE OF 24.88 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 18.13 FEET; (13) SOUTH 60°55'19" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 28.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 70°00'14" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'29" EAST A DISTANCE OF 28.89 FEET; (22) SOUTH 74°40'51" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) NORTH 09°53'34" WEST, A DISTANCE OF 30.18 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°16'22" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 85°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°57'47" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°17'42" WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°19'02" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,279.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,938.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 101°59'11", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 02°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N11°17'42"W	9.39'	L17	S74°40'51"E	14.75'	L33	S74°40'51"E	14.75'	L49	S51°51'35"E	19.13'	L65	N16°30'11"W	19.23'	L81	N23°08'33"W	30.99'
L2	N17°05'E	28.48'	L18	N57°42'29"E	28.89'	L34	N57°42'29"E	28.89'	L50	N30°49'27"W	38.63'	L66	N23°01'54"W	28.69'	L82	N44°53'52"W	22.09'
L3	N11°37'42"W	45.15'	L19	N59°43'18"E	26.78'	L35	N59°43'18"E	26.78'	L51	N89°09'39"E	14.02'	L67	N82°17'13"W	126.16'	L83	N44°53'52"W	22.09'
L4	N31°30'30"W	41.10'	L20	N70°00'14"E	18.60'	L36	N70°00'14"E	18.60'	L52	N50°51'35"W	49.25'	L68	N02°42'34"W	60.60'	L84	N45°57'20"W	21.70'
L5	N14°54'27"W	39.02'	L21	N20°27'26"W	21.04'	L37	N20°27'26"W	21.04'	L53	N50°52'57"W	31.17'	L69	S82°17'13"E	116.05'	L85	N20°27'26"W	29.62'
L6	N65°32'41"W	20.95'	L22	N54°47'07"E	11.40'	L38	N54°47'07"E	11.40'	L54	N16°05'50"W	36.06'	L70	N6°34'18"W	17.30'	L86	N27°59'12"W	18.73'
L7	N20°16'22"W	30.31'	L23	S23°27'38"E	23.60'	L39	S23°27'38"E	23.60'	L55	N21°04'41"W	28.79'	L71	S68°51'50"E	33.95'	L87	N42°45'29"W	11.18'
L8	N35°20'45"W	31.42'	L24	S23°07'52"E	29.63'	L40	S23°07'52"E	29.63'	L56	N22°29'59"W	13.37'	L72	N62°19'29"E	34.96'	L88	N00°22'45"W	7.66'
L9	N9°53'34"W	30.18'	L25	S45°21'52"E	27.37'	L41	S45°21'52"E	27.37'	L57	N16°34'43"E	27.18'	L73	N14°26'03"W	28.71'			
L10	N00°22'45"E	1.92'	L26	S60°55'19"E	28.29'	L42	S60°55'19"E	28.29'	L58	N8°58'10"E	21.34'	L74	N12°53'15"W	23.23'	L89	N29°02'32"W	29.42'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	349.77'	1939.86'	101°59'11"	349.30'
C2	376.62'	1879.86'	112°28'44"	375.99'

LEGEND

- AKA = ALSO KNOWN AS
- CON = CONCRETE
- DIR = DIRECTION
- EL = ELEVATION
- ENG = ENGINEER
- FL = FLORIDA
- FS = FERNANDINA
- GA = GEORGIA
- IL = ILLINOIS
- IN = INDIANA
- IO = IOWA
- KS = KANSAS
- LA = LOUISIANA
- MA = MASSACHUSETTS
- MD = MARYLAND
- ME = MAINE
- MI = MICHIGAN
- MO = MISSOURI
- MT = MONTANA
- NE = NEBRASKA
- NH = NEW HAMPSHIRE
- NJ = NEW JERSEY
- NM = NEW MEXICO
- NY = NEW YORK
- OH = OHIO
- OK = OKLAHOMA
- OR = OREGON
- PA = PENNSYLVANIA
- RI = RHODE ISLAND
- SC = SOUTH CAROLINA
- SD = SOUTH DAKOTA
- TN = TENNESSEE
- TX = TEXAS
- UT = UTAH
- VA = VIRGINIA
- VT = VERMONT
- WA = WASHINGTON
- WI = WISCONSIN
- WY = WYOMING

SURVEY NOTES:

- The "Legal Description" hereon is in accord with the description provided by the client.
- Underground improvements were not located or shown.
- Commitment for Title Insurance by Chicago Title Insurance Company (Order No. 5787742, dated May 05, 2015) was referenced during the preparation of this survey.
- Bearings and coordinates shown hereon are based on the Florida State Plane Coordinate System, East Zone, North American Datum 1983/1990.
- Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- The property shown hereon lies within Flood Zone "Z-AE-9" as per F.E.M.A. Flood Insurance Rate Map, Panel 13086C-0232-E, Dated 12/17/2010. Flood Zone information above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Site Benchmarks are as shown hereon.
- Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING

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(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

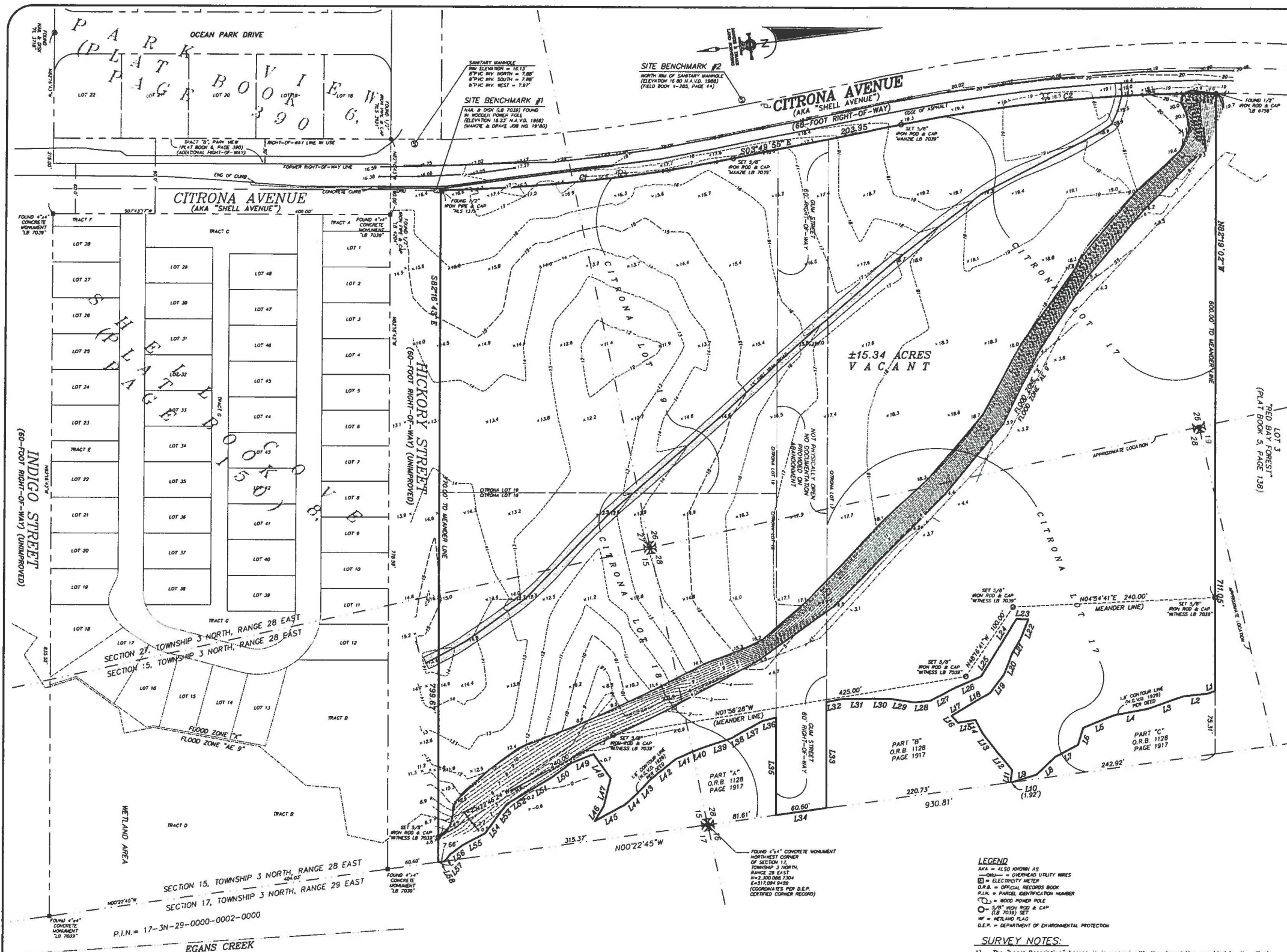
☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ WILLIAM D. PINKSTON, P.S.M. 6793

SCALE: 1"=60'
 JOB NO.: 19580 DATE: 5/26/16 CADD: MKD
 F.B. NO.: X-285 PAGE NO.: 43 FIELD CREW: GS FILE NO.: C-735

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

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THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°28'44", AN ARC DISTANCE OF 376.62 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 101°9'51", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 798.67 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N131°7'42"W	9.39'	L11	S74°40'51"E	14.75'	L21	S51°51'35"E	19.13'	L31	N7°00'33"E	36.21'	L41	N16°30'11"W	19.23'	L51	N23°08'33"W	30.99'
L2	N117°05'E	28.48'	L12	N57°42'29"E	28.89'	L22	N32°28'28"W	19.58'	L32	N30°49'27"W	38.63'	L42	N23°01'54"W	28.69'	L52	N23°01'54"W	28.69'
L3	N115°47'47"W	45.15'	L13	N55°43'18"E	26.78'	L23	N39°09'39"E	14.02'	L33	N82°17'13"W	126.16'	L43	N39°44'13"W	22.86'	L53	N44°53'52"W	22.09'
L4	N319°30"W	41.10'	L14	N70°00'14"E	18.60'	L24	N50°51'35"W	49.25'	L34	N10°22'45"W	60.60'	L44	N35°07'06"W	20.13'	L54	N45°57'20"W	21.70'
L5	N14°54'27"W	39.02'	L15	N2°02'34"W	21.04'	L25	N50°52'57"W	31.17'	L35	S82°17'13"E	116.05'	L45	N20°48'20"W	40.14'	L55	N20°27'28"W	29.62'
L6	N65°32'41"W	20.55'	L16	N54°47'07"E	11.40'	L26	N16°05'50"W	36.06'	L36	N6°54'18"W	17.30'	L46	S51°28'44"E	20.70'	L56	N27°59'12"W	18.73'
L7	N201°16'22"W	30.31'	L17	S23°27'38"E	23.60'	L27	N21°05'17"W	30.49'	L37	N21°04'41"W	28.79'	L47	S68°51'50"E	33.95'	L57	N42°45'29"W	11.18'
L8	N35°20'45"W	31.42'	L18	S23°07'52"E	29.63'	L28	N11°19'30"E	20.13'	L38	N22°29'59"W	13.37'	L48	N62°19'29"E	34.96'	L58	N00°22'45"W	7.86'
L9	N9°53'34"W	30.18'	L19	S45°21'52"E	27.37'	L29	N16°34'43"E	27.18'	L39	N10°42'03"W	28.07'	L49	N14°26'03"W	28.71'			
L10	N00°22'45"E	1.92'	L20	S60°55'19"E	28.29'	L30	N8°58'10"E	21.34'	L40	N12°55'15"W	23.23'	L50	N29°02'32"W	29.42'			

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	349.77'	1839.86'	101°9'51"	S1°20'01"W	349.30'
C2	376.62'	1879.86'	11°28'44"	S1°54'27"W	375.99'

LEGEND
 AKA = ALSO KNOWN AS
 ——— = OVERHEAD UTILITY WIRES
 ——— = ELECTRICITY METER
 O.R.B. = OFFICIAL RECORDS BOOK
 P.L.N. = PARCEL IDENTIFICATION NUMBER
 (C) = CROWN POWER POLE
 ——— = 5/8" IRON ROD & CAP
 (L.B. 7039) SET
 WF = WETLAND FLAG
 D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION

SURVEY NOTES:
 1) The "Legal Description" hereon is in accord with the description provided by the client.
 2) Underground improvements were not located or shown.
 3) Commitment for Title Insurance by Chicago Title Insurance Company (Order No. 5787142, dated May 05, 2016) was referenced during the preparation of this survey.
 4) Bearings and coordinates shown hereon are based on the Florida State Plane Coordinate System, East Zone, North American Datum 1983/1990.
 5) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
 6) The property shown hereon lies within Flood Zone "Z-AE-9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12085C-0232-E, Dated 12/17/2010. Flood Zone information above and shown on this survey is provided as a courtesy and is approximate of best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 7) Site Benchmarks are as shown hereon.
 8) Elevation shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
 9) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING
 117 South Ninth Street, Fernandina Beach, FL 32034
 (904) 491-5700 FAX (904) 491-5777
 Certificate of Authorization Number "LB 7039"
 "OUR SIGHTS ARE ON THE FUTURE,
 SET YOUR SITES ON US."

SCALE: 1"=60' JOB NO: 19580 DATE: 5/26/16 CAD: MKD
 F.B. NO: X-285 PAGE NO: 43 FIELD CREW: GS FILE NO: C-735

LETTER OF INTENT

Applicant seeks to vacate the public-right-of way commonly known as Gum Street. While it is generally the policy of the City that such public rights-of-way be preserved for the public benefit, the subject right-of-way has existed since the Official Plat for the City of Fernandina was recorded in 1857 and has never been constructed, or open for public use. Further, said right-of-way is not shown on the City's GIS map within the boundaries of the property within which it lies ("Property"), which is currently under contract for sale.

The subject right-of-way is currently located wholly within the boundaries of the Property which is currently vacant. The Gum Street right-of-way has never been used for access to the Property nor will it be necessary for access to the property after it is redeveloped.

The applicant believes that all criteria set forth in City of Fernandina Beach Ordinance Code Section Sec. 70-40 (Vacation of public rights-of-way), have been met as follows:

1. The requested vacation is consistent with the Multimodal Transportation Element of the City's comprehensive plan, particularly, the following Policies:

Policy 2.04.04. The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

In this instance, the right-of-way has never been constructed, open for public use or necessary for the access to any other property than the property being developed.

Policy 2.04.05. When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right of-way:

- a. The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space;

This right-of-way has never been used by the public, and has never been constructed, and therefore cannot be used as a through street, sidewalk, bicycle lane or any other public function.

- b. The proposed vacation is in the public interest;

The proposed vacation will allow the development of property that is currently not being used for any purpose and therefore, vacation will allow the highest and best use of this land and provide a property tax revenue stream that does not currently exist.

- c. The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and

There is no environmental, historical or cultural feature of the City being impacted by this vacation.

d. The proposed vacation will be offset by at least one public access through street connection.

The property within which this unopened right-of-way lies is served on its southerly and westerly boundaries by public streets. The Gum Street right-of-way being proposed for vacation runs lies wholly within the boundaries of the property, and therefore public access need not be offset in any way.

2. Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.

The subject right-of-way is located within the boundaries of the land to be sold and developed. There is adequate legal access to the subject property and all properties surrounding the subject property. No easements will be necessary for access to any parcel adjacent to this right-of-way.

3. The vacation would not jeopardize the current or future location of any utility.

No utilities are currently located in the requested vacation area, therefore no easements for utility purposes will be necessary.

4. The proposed vacation is not detrimental to the public interest and provides a positive benefit to the city.

The closure of this unopened, unconstructed right-of-way will not be detrimental to the public interest. Additionally, closure of the subject right-of-way will facilitate the sale of the property within which the right-of-way lies, providing for improvements to be constructed that will generate additional ad valorem revenue for the City.

5. All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the city is the applicant.

The applicant owns the property surrounding and within which the subject right-of-way lies. Therefore, no other approvals are needed.



STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Nassau County School Board				
AGENT:	Brenda Ezell, P.A.				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Gum Street and Citrona Drive (PIN# 00-00-31-1180-0017-0000)				
CURRENT ZONING:	R-1				
CURRENT LAND USE:	Low Density Residential				
EXISTING USES ON SITE:	Vacant Land				
PROPERTY SIZE:	ROW Abandonment request totals 1.04 Acres (a 60 foot platted right of way extending from Citrona Drive running east approximately 755 feet to the property line abutting Egans Creek Greenway)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant Land	N/A	R-1	Low Density Residential
	South	Shell Cove Subdivision	2016	R-2 with PUD	Medium Density Residential
	East	Egans Creek Greenway	N/A	CON	Conservation
	West	Fernandina Beach Middle and High Schools		PI-1	Public and Institutional

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting abandonment of approximately 1.04 acres of the Gum Street Right-of-Way (ROW) (roughly 755 feet in length and 60 feet in width) which terminates within the eastern portion of the applicant's property at the Egan's Creek Greenway. The applicant anticipates the sale of the property to a developer with an intention of developing a new single family subdivision, as consistent with the underlying Future Land Use Map Category of Low Density Residential and R-1 zoning. The segment of Gum Street requested for abandonment was originally platted as part of the 1857 City of Fernandina Beach Plat. The ROW has never been used for access, has not been improved, and bisects the applicant's property roughly in half.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

APPLICABLE POLICY REFERENCES: 2.04.04 AND 2.04.05

Due to the characteristics of the site with respect to existing floodplains and wetlands, the existing ROW bisects the developable uplands associated with property. The ROW, as originally platted, impacts the ability to develop the property as a single family residential neighborhood. Staff finds that the applicant has demonstrated consistency with the Comprehensive Plan policies as demonstrated through their application's amended description of the request dated on October 27, 2016.



STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed and published notice.

CONCLUSION:

Through the development of a single family subdivision, an appropriate location for ingress and egress will be established to provide required access as consistent with City Standards. Abandonment of the Gum Street ROW segment provides flexibility in design of the entire site and allows for the developer to better account for the environmental constraints contained on the property. The location in context of the property itself creates a hardship for the development of the property as it continues through the entire site. LDC Section 4.04.02 requires a minimum of 2 points of ingress and egress. Further an opportunity exists to connect to the unimproved Hickory Street ROW for access to the Egans Creek Greenway. As such Staff finds the applicant's request for a Vacation of ROW of a portion of Gum Street to be consistent with the City's Comprehensive Plan and the Land Development Code.

MOTION(S) TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2016-24 to the City Commission requesting a Vacation of ROW for a portion of Gum Street be approved and that PAB case 2016-24 as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Senior Planner

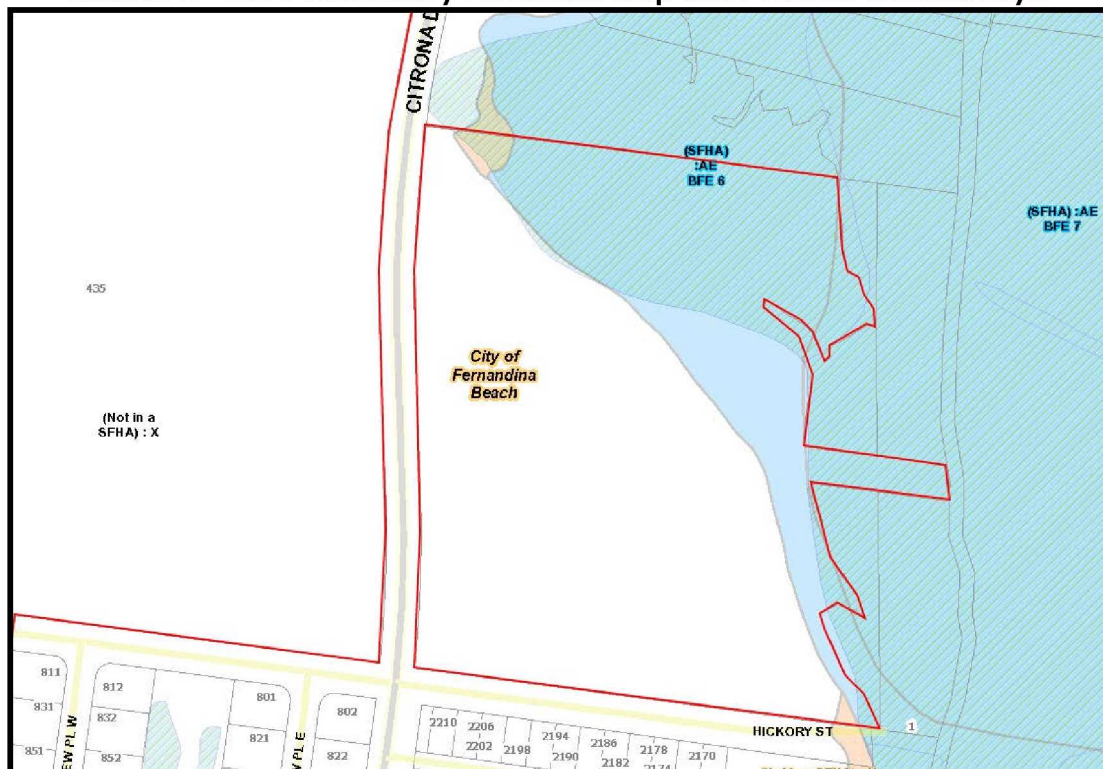


STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

EXHIBIT A - Location Map



EXHIBIT B - 2016 Preliminary Floodzone Map and Potential Wetland Layer



1. **Call to Order** - The meeting was called to order at 5:04 pm.

Roll Call/Determination of Quorum

Board Members Present

Mark Bennett, Vice-Chair
Chris Occhuizzo
Eric Lawrence

David Beal
Chip Ross

Board Members Present

Jamie Morrill

Others Present

Kelly Gibson, City Planner
Tammi Bach, City Attorney
Sylvie McCann, Recording Secretary

2. **Review and Approve September 14, 2016 Regular Meeting Minutes – A motion was made by Member Occhuizzo, seconded by Member Beal to approve as presented.**

Chair Bennett noted that item 3.1. was withdrawn

3. **New Business**

- 3.1 **PAB 2016-23 - Future Land Use Map Amendment And Zoning Change For The Surf Properties At S. Fletcher Ave And Hutchins Ave – *This request was withdrawn from consideration.***

- 3.2 **PAB 2016-24: Nassau County School Board C/O Brenda Ezell, Pa, Gum Street + Citrona Drive** – Ms. Gibson explained that the applicant is requesting abandonment of approximately 1.04 acres of the Gum Street Right-of-Way (ROW) (roughly 755 feet in length and 60 feet in width) which terminates within the eastern portion of the applicant's property at the Egan's Creek Greenway. The applicant anticipates the sale of the property to a developer with an intention of developing a new single family subdivision, as consistent with the underlying Future Land Use Map Category of Low Density Residential and R-1 zoning. The segment of Gum Street requested for abandonment was originally platted as part of the 1857 City of Fernandina Beach Plat. The ROW has never been used for access, has not been improved, and bisects the applicant's property roughly in half. Ms. Gibson stated that the Land Development Code requires 2 points of ingress and egress whether this is for public or private roads to serve as access to the property as a subdivision. She also commented that this project would be presented to the Planning Advisory Board through a preliminary plat and to the Technical Review Committee for engineering and compliance with the City's Land Development code.

Brandie Ezell, representative for the Nassau County School Board explains that the School Board is attempting to sell the property and is requesting this ROW to be closed as it was never platted, opened or constructed. Ms. Ezell also comments that based on the review of all access points, all property owners would have alternate access and that requirements from the developer to provide necessary accesses

according to the Land Development Code would be met and that vacation of this ROW would not impair access since this segment of Gum Street was never used or required to provide access.

Member Ross asks why Nassau County did not offer the City of Fernandina Beach the possibility to make this segment an extension of the greenway. Ms. Ezell had no insight about this question. Member Ross also asks about section 70-40 Vacation of public Right of Way and the ordinance that controls this in Section 4, "... the proposed vacation is not detrimental to the public interest". Member Ross commented that this would be detrimental to the public since it is cutting off one more access to the greenway to the public and positive benefit to the City of Fernandina Beach. Ms. Ezell answered that it is the opinion that this right of way was never used to access greenway since it has other means of access. In addition, taxable revenue benefits to the City would also be created.

Member Ross asked to define "public interest". City Attorney Bach explained that this is a discretionary definition.

Public hearing was opened.

Philip Chapman, 2120 Florida Avenue, commented on the impact of this development and the already heavy traffic on Citrona Avenue and that the benefit would be to the Nassau County School Board not to the City of Fernandina.

Anna Occhuizzo, 1585 Canopy Drive, also agreed that this development would increase the traffic. She also added that chances that a change of density could be presented. She also commented that if the City of Fernandina Beach decides to go ahead with this approval maybe an exchange of property could also take place to expand on the greenway. City Attorney Bach explained that this would be an acceptable condition and that the City Commission could review this recommendation.

Christine Mazzucco, 2111 Oak Bluff Court, also agreed that we shouldn't just give the land away without anything in return.

Marlene Chapman, 2120 Florida Avenue, commented that there are people using the pathway located closer to Atlantic, south of the Beech Street access and that to just give the land up is ridiculous.

Motion by Member Occhuizzo to close the public hearing was presented; all voted in favor.

Board members discussed the impact of the flood plain within this property and the possibility to exchange some lower land area to expand the greenway and save trees. Member Beal asked City Attorney Bach to explain the ownership of right of ways. Ms. Bach explained that right of ways are platted and that this particular right of way was given to the City by the Spanish Land Grant and Rail Road Grant and that according to the Court benefiting from right of ways is not appropriate, but putting conditions is acceptable. Member Beal commented that it would behoove the developer to offer some kind of incentive to the vacation of this right of way. Board Members discussed possible increase in density and conditions. Ms. Gibson reiterated that the potential owner will have to present a preliminary and final plat to this Board and that at this point there are no changes of zoning planned at this time.

A motion was made by Member Ross, seconded by Member Occhuizzo, to deny PAB case number 2016-24 to the City Commission requesting a Vacation of ROW for a portion of Gum Street be approved and that PAB case 2016-24 as presented, is not sufficiently compliant with the Comprehensive Plan and Land Development Code and City Ordinance 70-40, Section 4 to be

approved at this time. With conditional comment offered that if the City Commission moves to approve case PAB 2016-24, the City Commission would consider a land swap of some kind to benefit the public. Vote upon passage of the motion was taken by ayes and nays being all ayes, carried.

6. Board Business – Member Ross asked Ms. Gibson about the status of the Port Recommendation regarding the Comprehensive Plan and if the recommendation had been mailed to their representatives. Ms. Gibson will verify if this document has been sent. Member Ross asked what is next regarding the process and proposed that the Planning Advisory Board Chairman write a letter asking for their comments within a set time frame. Further discussion ensued with input from City Attorney Bach. The Planning Advisory Board Chairman will work with Ms. Gibson to draft this letter.

Member Ross asked City Attorney Bach about the process of permitting that allows filling of wetlands by St. Johns Water Management, its jurisdiction and the City of Fernandina Beach ordinance regarding the same action. City Attorney Bach and Ms. Gibson addressed and explained the ordinance. Member Ross also had questions about the impact of the annexation and possible dual jurisdiction. City Attorney Bach explained the City's position and its permitting process.

Member Ross asked that Chairman Bennett attend the next Commission Meeting and asked the Commission on behalf of the other PAB board members why the current PAB Board is being replaced. Chair Bennett mentioned that it wasn't clear which member would be replaced. City Attorney Bach added that she was aware of the new summary report and recommendations for the new Board members except for one, the last one being recommended by Commissioner Miller who has just been re-elected to the Commission. The new recommended members are Mark Bennett (appointed by Commissioner Kreger), David Beal (appointed by Commissioner Smith), Judith Lane (appointed by Commissioner Poynter), and Benjamin Morrison (Commissioner Lentz). She also mentioned that the Board is being reconstituted from 7 to 5 members with alternates being encouraged to apply.

7. Staff Report

8. Comments by the public – There were no comments from the public at this time.

9. Adjournment - There being no further business to come before the Planning Advisory Board, the meeting was adjourned 6:22 pm.

Secretary

Mark Bennett, Chair

August 2, 2017
Newsweek Edition



**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 15, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2016-40

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY WITH SPECIFIC TERMS AND CONDITIONS FOR A PORTION OF GUM STREET TOTALING APPROXIMATELY 600 LINEAR FEET EXTENDING BETWEEN CITRONA DRIVE AND JUST WEST OF THE EGANS CREEK GREENWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/ COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday, (904) 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance
Right-of-Way Vacation - Portion of Gum Street

2016-40

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Enact Ordinance 2016-40 at Second Reading.

SYNOPSIS: The Nassau County School Board seeks to vacate a portion of the public right-of-way described as a portion of Gum Street located between Citrona Drive and the Egans Creek Greenway.

The Planning Advisory Board reviewed the application numbered PAB 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a provisional request to consider a land swap or conservation easement in exchange for the vacation of right-of-way. 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 October 26, 2016.

The City Commission tabled this Ordinance at first reading on December 6, 2016. The Commission voted to remove this Ordinance from the table on July 5, 2017, for consideration at its July 18, 2017 meeting. The developer that has a purchase and sale contract with the Nassau County School Board has agreed to include conditions to the vacation of right-of-way that include FDOT transferring 2 parcels on the Greenway to the City or developer granting access through the plat to the FDOT parcels, donating \$115,000 to the City for land conservation and transferring all wetlands on the affected property to the City for conservation purposes. This Ordinance was approved by the City Commission on First Reading at its Regular Meeting on July 18, 2017.

FISCAL IMPACT: To be determined based upon proposed design concept.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2016-40 at Second Reading.

Tammi E. Bach, City Attorney	08/08/2017
Marshall McCrary, Community Development Director	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017

Date: July 20, 2017

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Enact

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Board of Adjustment

ITEM TYPE: Board Appointment

REQUESTED ACTION:

SYNOPSIS: The Board of Adjustment (BOA) has two Alternate Member vacancies: Alternate Member #1 is for one three-year term ending September, 2021. Alternate Member #2 is for one three-year term ending March, 2022.

Three applicants have expressed interest in serving on the BOA: Mr. Stephen Cook, Mr. Mark Gleason and Ms. Nicole Kresse. Their applications and resumes are attached hereto for Commissioner consideration.

In accordance with City Charter Section 69, each BOA applicant resides within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): No recommendation.

Caroline Best, City Clerk	3/4/2019
Nicole Bednar, Administrative Services Manager	3/5/2019
Dale Martin, City Manager	3/7/2019

Date: March 01, 2019

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

From: noreply@civicplus.com
Sent: Sunday, January 06, 2019 6:09 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Steve Cook
Home Mailing Street Address	2629 Racheal Ave
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-844-2429
Secondary Phone	407-921-2263

Please note that board materials are distributed electronically.

Email to receive board materials	saltwaterdragon@gmail.com
----------------------------------	--

Employer	Retired
Position Title	Architect/General Contractor
Business Address	N.A.
City	Fernandina Beach
Zip	32034

Select the board you are applying for:

Board of Adjustment

Code Enforcement & Appeals Board

Additional board that you
are applying for:

Why are you interested in
serving on this Board?
Please explain.

Recently moved to the City and now that I am retired, I would
like to use my expertise and background to keep Fernandina
Beach a great community to live in.

Eligibility

Are you a resident of the
City?

Yes

Length of time:

1 month

Do you hold a public
office?

No

Office name:

Field not completed.

Are you employed by the
City?

No

Position:

Field not completed.

Are you currently serving
on a Board?

No

Board Name:

Field not completed.

Potential Conflict of Interest:

Have you ever been
engaged in the
management/ownership
of any business enterprise
that has a financial
interest with the City of
Fernandina Beach?

No

Field not completed.

If yes, please provide
details:

Major Affiliations:

List community,
professional, or other
applicable policy-making
Boards on which you

see resume...most applicable would be 3 years of service with
the Seminole County Code Enforcement Board.

have served.
Note the length of service
and office held (if any):

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

again see resume.....with over 50 years of experience in the design and construction fields I have represented a multitude of clients in front of various planning and code officials, including considerable experience in re-zoning and master planning projects of considerable size and scope. This gives me a unique background in understanding the interests of the public, while navigating the politics of making things work for both sides.

Organization or
Commissioner sponsoring
nomination (if
applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

see resume...considerable background also in environmental building related fields such as asbestos, air quality and groundwater pollution

see resume....

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 1/6/19

Applicant's Signature Steve Cook

Email not displaying correctly? [View it in your browser.](#)

Boa
STEPHEN R. COOK
2629 Racheal Ave
Fernandina Beach, FL 32034
407-921-2263 (c)

CURRENTLY: President, BriarStone LLC

Providing specialized consulting for selected clients within the building industry, Briarstone LLC provides professional solutions and personalized attention by offering a range of talent, knowledge, and experience to allow clients to achieve their project goals.

QUALIFICATIONS

A registered architect and contractor with extensive experience in the design, construction, and environmental fields, Steve was a principal in his own design/build architectural firm for fourteen (14) years, president of a contracting firm for nine (9) years and a manager for nationwide A/E/Environmental firms for eight (8) years.

Very strong in client management and negotiation skills, Steve was directly responsible for either the design and/or construction of building types ranging from hospitals and schools to individual mall stores and office buildings. He has successfully managed a work force of over fifty (50) personnel and has negotiated and technically managed individual projects up to \$20,000,000. Areas of strength include: organization, problem solving, cost control, marketing, and client relations.

Steve was NCARB certified and was registered as an Architect in six (6) states. He is a Licensed General contractor with extensive experience in design-build projects, along with building related environmental issues, such as asbestos, lead-based paint, and indoor air quality. He has been qualified as an expert witness in both state and federal court, and qualified nationwide as an inspector for Housing and Urban Development (HUD). His Civic activities include appointment as a member of the Seminole County Code Enforcement Board; serving as a three (3) year member of the Board of Directors for the Florida Asbestos and Environmental Council, and serving 2 years as the Vice President of the Orange County Young Republicans when it was the largest young republican club in the country. Steve has also served on the board of directors for various organizations including A.I.A., local Rotary, and political organizations

PROJECT EXPERIENCE

WESTMINSTER SERVICES – V.P. OF DESIGN AND CONSTRUCTION – 2008-2014

Westminster Communities has 18 Retirement Communities within the State of Florida and is the largest CCRC Owner in Florida. During this 8 year span, Steve directed approximately \$20,000,000 to \$35,000,000 of projects per year, ranging from planning studies and rezoning, to design and construction. As part of his responsibilities, Steve was instrumental in developing yearly budgets and goals, handled all community planning, delineation of the specific scopes of work, interaction with the communities and senior staff, setting and meeting schedules, selecting architects and contractors for the work, and monitoring the successful completion of the work.

PREVIOUS EXPERIENCE – Over 45 years of experience are summarized below:

ARCHITECTURAL - As a registered architect and firm principal, managed, designed and administered a variety of projects in Florida and other southeast states over a sixteen (16) year span. In addition to technical ability, excellent marketing and financial control skills have provided a steady influx of customers and repeat clients. A large number of these projects were designed in conjunction with design/build contracts, and many were designed on a fast-track basis. A summary of these projects is noted below:

Medical Projects - Designed schematics and code review of Tampa Ophthalmic Group Ambulatory Surgical Center; working drawings for emergency room modifications, West Volusia Memorial Hospital; design and construction of X-ray rooms for Volusia Memorial Hospital; remodeling of major surgical rooms ORMC Orlando; design and construction of a medical office buildings for Dr. Barry Kaplan, D.O. Orlando, and Dr. Wesley Meyers, M.D.D., Winter Park, Florida.

Retail Work - Design and working drawings for the 65,000 square foot Dawson Shopping Center, Port Orange; designed over 20 franchise stores for HIS Stores, and Bernie's Coffee and Tea Companies; designed and/or built over fifty-five (55) mall stores in the Southeast U.S.; provided design, working drawings and construction of Computerland Franchise headquarters and store which received several local awards.

Schools - Preparation of working drawings for Lake Brantley High School, Teague Middle School; design documents for science laboratory at Santa Fe Junior College; code review for auditorium at Wolfsen High School; design schematics for Alachua Elementary.

Governmental Projects - Renovation drawings for Volusia County Courthouse; schematics and construction documents for addition to U.S. Army Armory, Orlando, Florida; construction of uniform facilities area renovation, U.S. Naval Training Center, Orlando; construction of recreational facilities at Kelly Park for Orange County.

Multifamily - Owner's representative and construction manager for \$2,300,000 Jupiter Reef Project in Jupiter, Florida. Prepared design and development drawings of 218 unit, 7 story Bahia Vista Condominiums in New Smyrna Beach, Florida. Prepared working drawings for Bram Towers (158 unit, 12 stories HUD project) in Sanford, Florida. Completed design and working drawings for over 2,000 apartment units in Central Florida area.

CONSTRUCTION - Licensed general contractor for over 20 years. The founder and president of Contractors, Inc., a general contracting firm for nine (9) years. The firm grew to fifty-five (55) people and handled projects up to \$3,000,000. Initially performing apartment renovation services, the firm then branched into retail, commercial, and medical work. Experience includes some projects listed above which were design/build. Selected projects are noted below:

Piarco Airport, Trinidad, West Indies - Project Site Manager. Handled construction management responsibilities for construction of an \$80,000,000 new terminal project. Initiated field office, hired local staff, Acted as liaison with owners, consultants, and local authorities. Prepared and administered construction contracts with local contractors.

Orlando Regional Medical Center - Performed various renovation and construction activities within the hospital over a three (3) year period including X-ray room construction, laboratory

renovations and surgical ward renovations.

Barnies Coffee and Tea - Designed and constructed the first twenty-five (25) stores for this company. Stores averaged \$85,000 each and each store was built on a fast-track basis in about three (3) weeks. Stores were built from New Orleans to Miami.

Americana Villas, Orlando - Redesigned and rebuilt all exterior balconies for a 450 unit complex. Set up "production line" crews in order to fast-track the work. Based on performance, contracts were received for an additional 200 units in other locations.

Professional Office Building - Winter Park - Designed and constructed a 2 story, 12,500 sq.ft. medical office building. The project was value engineered during the construction process, saving approximately \$70,000.

BUILDING CONSULTING - Successfully completed a variety of consulting, inspection, and expert witness work for a large range of clients. Performed condition inspections on office buildings, shopping centers, commercial buildings, and over 15,000 multifamily units. Areas of expertise include roofing and building envelope studies. Acted as expert witness for a variety of legal firms on construction related claims. Prepared assorted types of condition assessments, evaluations, and reports, including cost-to-repair and depreciation analysis, along with HUD certified inspections. Clientele included a variety of corporate and legal firms and various banks and lenders, including Prudential, DRG Financial Group, Metropolitan Life, Florida National Bank, and others.

ENVIRONMENTAL CONSULANT – Performed, executed and managed a variety of Phase I and Phase II reports throughout the Southeast for a variety of clients and lenders, including Sheraton Inns, Citicorp, Rank of Boston, Equitable, Travelers Insurance, and others. Prepared hazard assessments and action plans, developed management plans, prepared removal specifications and architectural drawings, and supervised construction remediation for a variety of clients. Project types ranged from schools and retail to multistory and government buildings. Directed emergency response and cleanup activities for several school board and state clients. Experience includes the following projects:

Asbestos Consulting, Various School Boards, Florida - Consultant to over sixteen (16) various school systems within the State of Florida. Responsibilities ranged from testing and inspections to construction management and data base design for a variety of facilities. Other projects have ranged from emergency response actions to redesign of Operations and Maintenance Plans.

Charleston Naval Base, U.S. Navy - Design and Specifications. Consultant to prime A/E firm to provide asbestos-related building consulting in conjunction with Hurricane Hugo damage. Directed the inspection of over one hundred (100) buildings and prepared removal specifications and replacement for over forty (40) buildings damaged by the hurricane.

Miami International Airport - Project Manager, architect and asbestos consultant for over thirty (30) projects at Miami International Airport. All of these projects consisted of design and construction activities involving an intensive coordination with a multitude of sub-consultant disciplines and various owner groups. Many projects involved working evenings or weekend hours with accelerated time frames.

State of Florida, Department of General Services - Hazardous waste consultant for the \$1,500,000 Renovation of the Department of Professional Regulation's new Orlando Regional Office. Prepared plans and specifications for removal of both asbestos and lead-based paint for Department of General Services project, phasing the work to stay ahead of the general contractor. Due to Mr. Cook's technical expertise, the State saved approximately \$100,000 in the abatement of presumed lead based paint based on the original budget.

Computer Database for Asbestos, Dade County, Florida - Provided services as Consultant to the Nation's 4th largest school system to design and implement an asbestos database for removal, reinspection and management. The database was designed to show the status of ACM on a room-by-room basis and was programmed to allow easy and error-free data entry by all department personnel. The system allowed the department to quickly respond to the facilities department and other entities contemplating disturbance of potential ACM in a facility.

EDUCATION

B.S. Architecture, University of Florida, 1969

B.S. Building Construction, University of Florida, 1969

Graduate Work in Building Construction, University of Florida, 1970 (thesis not done)

REGISTRATIONS

National Architectural registration (NCARB): #17602 – 1975

LEED – AP - certified professional

Architectural Registrations: (some not active)

Alabama #2738 - 1978

Louisiana #3230 - 1983

Florida #5931 - 1973

Texas #9695 - 1983

North Carolina #2738 - 1975

Massachusetts #7604 - 1989

Licensed General Contractor: Florida #002235 - 1971

Licensed Interior Designer: Florida #0003774 - 1996

Licensed Asbestos Consultant Florida #AF0000008 - 1989

Licensed Asbestos Designer: South Carolina #21621 - 1982

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA) (Past Board Member)

Florida Environmental Asbestos Council (Past Board Member)

Construction Specifications Institute

Florida Green Building Council

OTHER INFORMATION

Detailed work history, references and personal information can be supplied upon request.

Kim Briley

From: Mark Gleason <gleasonmark@gmail.com>
Sent: Wednesday, February 13, 2019 9:33 AM
To: Caroline Best
Cc: Jacob Platt; Kim Briley; Mark Gleason; Mark Gleason
Subject: Re: Online Form Submittal: Advisory Board/Committee Application
Attachments: ResumeFeb2019.rtf

Thank you for processing and considering my application. I am attaching my resume in support of my application. If you have any questions or need additional information please let me know. - Thank You

Mark Gleason
Legal Counsel
Trident Refit Facility
990 USS Thomas Jefferson Dr.
Kings Bay, GA 31547
office: 912-573-1084
cell: 904-451-2696
gleasonmark@gmail.com
mark.gleason@navy.mil

On Feb 12, 2019, at 9:49 AM, Caroline Best <cbest@fbfl.org> wrote:

Dear Mr. Gleason,

Thank you for your interest in serving on the Board of Adjustment (BOA). In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your application has been forwarded to Planner II Mr. Jacob Platt who serves as staff liaison to the BOA (copied herein). Mr. Platt will have your application placed on the next available BOA agenda for consideration. Once approved by the BOA, your application will move on to the City Commission for their honorable consideration.

Thank you again for your interest in serving and please don't hesitate to contact me with any questions.

Sincerely,

Caroline Best, CMC
City Clerk
204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

P Go Green: Please don't print this unless its really necessary

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to

the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, February 11, 2019 3:53 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Mark Gleason
Home Mailing Street Address	315 Dunes of Amelia Dr.
City	Fernandina Beach
Zip Code	32034
Primary Phone	9044512696
Secondary Phone	9125731084

Please note that board materials are distributed electronically.

Email to receive board materials	gleasonmark@gmail.com
Employer	Office of Legal Counsel, Kings Bay Submarine Base, GA
Position Title	Legal Counsel
Business Address	990 USS Thomas Jefferson Dr.
City	Kings Bay, GA
Zip	31547
	Board of Adjustment

Select the board you are
applying for:

Additional board that you are applying for:	Code Enforcement & Appeals Board
Why are you interested in serving on this Board? Please explain.	I hope to make a positive contribution to the City of Fernandina Beach community. As the City and Nassau County experience explosive growth I believe my experience will assist in applying a fair and balanced approach to applications for variances and enforcement of the city code. My family and I have resided outside of the city limits for the past 13 years but have participated in numerous city events including volunteering at shrimp festival, Amelia Island Soccer, and YMCA sports and activities. We will become Fernandina Beach City residents on February 28, 2019 and I hope to serve the city as an alternate member of the Board of Adjustment and also the Code of Enforcement and Appeals Board.
Eligibility	
Are you a resident of the City?	No
Length of time:	On February 28, 2019 we will become city residents.
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
<i>Field not completed.</i>	

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Board of Corrections for Naval Records 3 years. Yulee Basketball Association League Commissioner and Board Member 3 years.

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Attorney with 29 years of federal service and experience in a wide variety of fields including contracts, commercial activities, labor and employee relations, Equal Employment Opportunity Law, and ethics and standards of conduct. I am currently participating in the inaugural class of the Fernandina Beach Citizenship Academy. Completed the Maryland Real Estate License Course.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School, BS/A, J.D.

Other:

Field not completed.

Major areas of study:

Law, Business Administration and Finance.

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and

agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
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By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	February 11, 2019
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Applicant's Signature	Mark Gleason
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Email not displaying correctly? [View it in your browser.](#)

MARK GLEASON

Gleasonmark@gmail.com

Office: 912-573-1084

Cell: 904-451-2696

SUMMARY OF QUALIFICATIONS

Attorney with 29 years of experience in a variety of fields including litigation, contracts, commercial activities, labor and employment law, equal employment opportunity, and ethics and standards of conduct. Ability to serve as representative and coordinate complex cases, develop investigations, research precedents, interview witnesses, and present in court and administrative proceedings. Team player, recognizing and utilizing strengths and talents of individuals to build highly successful cases and work environments and develop relationships. Exceptional oral and written communication skills. Experienced in computer legal research applications including Westlaw, Lexis, and Cyberfeds. Bar memberships in Georgia and North Carolina.

PROFESSIONAL EXPERIENCE

CHIEF LEGAL COUNSEL

OCT 2005 - PRESENT

OFFICE OF THE GENERAL COUNSEL, U.S. NAVY Submarine Base, TRIDENT Refit Facility, Kings Bay, GA

Serve as Chief Legal Counsel on all legal matters for TRIDENT Refit Nuclear Submarine Repair Facility which consists of approximately 1,800 employees and a budget of more than 100 million dollars providing repair and maintenance on U.S. Navy submarines. Represent management and command at a variety of forums including Federal District Court, the Equal Employment Opportunity Commission, the Merit Systems Protection Board, the Armed Services Board of Contract Appeals, and Alternate Dispute Resolution Mediation Sessions. Previously worked as Assistant Legal Counsel at the Naval Air Warfare Center Aircraft Division, Patuxent River, Maryland.

Contracts and General Administrative Law

- Provided legal support on a variety of contract matters and reviewed a variety of documents including solicitations, determination & findings, and justification & approvals.
- Provided legal support at numerous debriefings of contractor's who submitted proposals and were not Selected for contract award.
- Supported the security department on security issues including representation on cases involving security clearance revocation that are decided by the Department of the Navy Central Adjudication Facility.
- Provided legal counsel and coordinated many investigations with the Inspector General and the Naval Criminal Investigation Service.

Labor and Employment Law

- Served as advisor on labor-management relation's matters including representation at arbitrations and negotiation of the Agency Collective Bargaining Agreement.
- Obtained Summary Judgment for the Navy in four Title VII employment discrimination cases in U.S. District Court.
- Obtained Summary Judgment for the Navy in numerous EEO Employment Discrimination Complaints at the Equal Employment Opportunity Commission.
- Represented the Navy on a Federal District Court Motion for an Injunction an employee filed alleging harassment by two of his supervisor's. The two supervisors were also sued in their individual capacities. Prepared the response briefs with supporting affidavits. The injunction was denied and the individual lawsuits were dismissed.
- Represented the Navy at numerous Alternate Dispute Resolution Mediations. Successful in resolving majority of cases with settlements favorable to the Navy.

- Provided legal representation throughout investigation and discovery on numerous EEO complaints. Support included briefings and investigation advice to employee's designated as witnesses or responsible management officials.
- Provided legal support to Human Resources Office personnel specialists on a variety of matters including numerous misconduct and performance cases where employees were removed from the federal service.

Ethics and Standards of Conduct

- Responsible for entire Ethics and Standards of Conduct program.
- Responded to numerous requests for ethics advice and prepared written ethics opinions on a variety of issues including use of government resources, conflicts of interest, post employment restrictions, and providing support to non-federal entities. Included counsel on numerous matters involving senior military personnel such as use of aircraft and vehicles, attending political functions, and involvement in various boards and organizations.
- Provided legal representation during successful Inspector General review of ethics program.
- Provided ethics and standard of conduct training to hundreds of new employees.
- Conducted legal review of numerous Office of Government Ethics Confidential Financial Disclosure Forms.

ATTORNEY, U.S. Army, Judge Advocate General's Corp

JAN 1993 - JULY 1995

OFFICE OF THE GENERAL COUNSEL, U.S. Army Reserve Command, Atlanta, Georgia

Served on the legal staff of the United States Army Reserve Command (USARC). The USARC consists of more than six hundred civilian and military personnel with command and control of the U.S. Army Reserve including approximately one-quarter million soldiers, fifty units, and four installations. Wrote legal opinions, regulations, and policy memoranda. Performed a traditional government attorney-advisor practice that included the following:

Labor - Provided advice on management of civilian employees, labor-management relations, and various civilian and military personnel issues.

Contract - Reviewed contracts to ensure legal sufficiency. Provided legal advice throughout contract formation and administration.

Ethics - Counseled command and staff on standards of ethical conduct issues including conflicts of interest, acceptance of gifts, and limitations on post government employment. Prepared and reviewed financial disclosure forms. Conducted ethics training.

Environmental - Provided counsel to ensure actions complied with environmental laws. Advised on waste disposal, discharges, and other environmental issues. Reviewed environmental impact statements.

Administrative - Reviewed administrative proceedings and investigations for legal sufficiency and to ensure there were no violations of due process standards. Determined liability of military and civilian personnel for loss or damage to government property. Advised on lawfulness of expenditures of appropriated and nonappropriated funds. Answered requests for information under the Freedom of Information Act and Privacy Act. Responded to congressional inquiries. Provided legal counsel on investigations of senior officials accused of misconduct.

- Awarded Meritorious Service Medal for outstanding performance.
- Received maximum possible rating on annual review by the General Counsel.
- Selected to serve as Assistant General Counsel for a six-month period. Assigned and reviewed the work of eleven attorneys. Managed various aspects of a sixteen-person office.
- Named Information Management Officer and Westlaw/Lexis Administrator. Responsible for office automation on a Microsoft DOS system including Windows, E-Mail, and a Local Area Network (LAN). Experienced with several computer legal research applications.

TRIAL ATTORNEY, U.S. Army, Judge Advocate General's Corp

DEC 1990 - JAN 1993

TRIAL DEFENSE SERVICE, Fort McClellan, Alabama

Represented senior officers and other military personnel in both criminal felony and administrative cases. Included defense at criminal felony jury trials and at administrative separation hearings based on misconduct

and substandard performance. Supervised two paralegals.

- Trial Attorney with unprecedented success rate. Acquittals in more than 60% of contested criminal jury trials. Overall army acquittal rate for the same period was about 5%. Included five felony jury trial acquittals.
- Represented senior officers and other military personnel at over thirty administrative board proceedings including separation hearings. More than 65% successfully retained in service at separation hearings.
- Tried more than twenty felony cases including drug distribution/possession, aggravated assault, multiple grand larceny, sex offenses, and various white-collar offenses.
- Requested as Individual Military Counsel at distant locations such as Fort Bragg, North Carolina. Defended military personnel in six jurisdictions and practiced before eight different judges.

EXECUTIVE SUPERVISORY AND LEADERSHIP EXPERIENCE

- Appointed to the Board for Correction of Naval Records (BCNR). The BCNR is an administrative forum with broad jurisdiction to correct errors and injustices involving Navy and Marine Corps personnel.
- Served on Institutional Review Board that protects the rights and welfare of human research subjects. Provided guidance concerning use of contractor facilities, liability issues, and the principles governing the ethical conduct of research involving human test subjects.
- Selected to serve as Assistant General Counsel at the U.S. Army Reserve Command for a six-month period. Assigned and reviewed the work of eleven attorneys. Managed various aspects of a sixteen-person office.
- Elected to Counsel of the American Bar Association Military Lawyers Conference.
- Served as a volunteer mediator with the Maryland Human Relations Commission.
- Served as Executive Officer for Reserve Officer Training Corps (ROTC) at Brockport State College.
- Managed Residence Hall as Director for two years at Wake Forest University.

EDUCATION

J.D. 1990 - WAKE FOREST UNIVERSITY

Winston-Salem, North Carolina

GEORGETOWN UNIVERSITY LAW CENTER

Rights of Public Employees – 1996

GEORGE WASHINGTON GOVERNMENT CONTRACTS PROGRAM

Advanced Best Value Source Selection Class - 1997

B.S. (BUSINESS ADMINISTRATION AND FINANCE) 1987 - STATE UNIVERSITY OF NEW YORK COLLEGE AT BROCKPORT

Brockport, New York

ARMY JUDGE ADVOCATE GENERAL'S SCHOOL

University of Virginia, Charlottesville, Virginia

- Basic Course 1990
- Trial Advocacy 1991
- Environmental Law 1993
- Government Installation Law 1993
- Labor Relations and Employment Law 1994
- Contract Attorney's Course 1994
- Federal Courts and Boards Litigation 1994
- Ethics Attorney's Course 1994
- Contract Litigation Course 1998

CONTINUING LEGAL EDUCATION

- Mediation and Alternate Dispute Resolution 1996
- Advanced EEOC & MSPB Advocacy 1996

- Federal EEO Practitioners' Forum 1996

BAR ADMISSIONS

- Georgia State Bar
- North Carolina State Bar

REFERENCES FURNISHED UPON REQUEST

From: noreply@civicplus.com
Sent: Wednesday, February 06, 2019 9:21 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Nicole Kresse
Home Mailing Street Address	2408 1st Ave
City	Fernandina Beach
Zip Code	32034
Primary Phone	910-545-5650
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	nicolemkresse@gmail.com
Employer	Chemonics International, Inc.
Position Title	Manager
Business Address	1717 H St NW
City	Washington, DC
Zip	20006

Board of Adjustment

Select the board you are applying for:

Additional board that you
are applying for:

Why are you interested in
serving on this Board?
Please explain.

I'm excited for the opportunity to continue to serve my community and recognize the value that my organizational and project management oriented skills could offer to both the Board and the citizens of Fernandina Beach. I work remotely from my home for a DC-based company that does international development projects all over the world and have a desire to better integrate into this community and serve with a skill-set that I think would add benefit. Since moving here from DC a few years ago, I've looked for areas to continue my life of service in my new home. I'm involved with America's Youth as a tutor and an active member of Christwalk church, but I'm looking for other areas where I can support the growth and well-being of the community. Participating in an advisory board seems like a great way for me to serve the city, be actively involved in the goings-on in Fernandina, and learn more about how things work here. I'm very happy and fortunate to live here and am invested in seeing this city be the best that it can for all of its citizens. In full transparency, I would like to disclose that I do travel for my job from time to time. While I would make every effort to not miss any sessions and to work around the Board meetings, that may not be feasible 100% of the time. That being said, I am committed to fulfill the responsibilities of this role and to serve the community of Fernandina Beach.

Eligibility

Are you a resident of the
City? Yes

Length of time: 2.5 years

Do you hold a public
office? No

Office name: *Field not completed.*

Are you employed by the
City? No

Position: *Field not completed.*

Are you currently serving
on a Board? No

Board Name: *Field not completed.*

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?

No

If yes, please provide details:

Field not completed.

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Previously, I've served as Steering Committee Member for Youth United of Habitat for Humanity and on the Student Advisory Board of my MBA program at Texas A&M University. Additionally, I have a wealth of community-service experience dating back over 15 years, having served as a Peace Corps Volunteer in Guatemala for nearly three years and serving as the President of my MBA community service organization, or partnering with organizations such as Habitat for Humanity, Red Cross, America's Youth, and Entrepreneurship Bootcamp for Veterans.

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

I'm excited for the opportunity to bring a variety of skills that I've developed over more than a decade in project management/international development, including teamwork, adaptability, organization, multi-tasking, bilingual communication skills, and solutions-oriented problem-solving. For the past 7.5 years, I've worked for an industry leading international development firm in 10 different countries in a very dynamic industry and work environment. Over this time I've learned how to address a variety of issues for improved operations. My entire adult life has been in service to others and I'd have it no other way. I hope to have the opportunity to put my skills and drive to the benefit of the community.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School, BS/A, MS/A

Other:

Field not completed.

Major areas of study:

Business Administration; Spanish; International Development

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	February 6, 2019
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Applicant's Signature	Nicole Kresse
-----------------------	---------------

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Samantha Rogic
Sent: Thursday, February 21, 2019 11:15 AM
To: Kim Briley
Subject: BOA applicants

Hi Kim,

Last night at the February 20th regular meeting of the BOA, the Board reviewed 3 applications (Steve Cook, Nicole Kreese, Mark Gleeson) for the Alt 1 and Alt 2 positions. They did not make a decision and instead agreed to forward the applications to the City Commission for their consideration.

Samantha Rogic
Planning Technician
Department of Planning & Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
904-310-3485
www.fbfl.us/ldc

If this email is related to the Board that you serve on, please DO NOT REPLY TO ALL.

Board of Adjustment

Position	Term	Name & Address	Phone
1	11-07-2018	Marcy Mock 2008 Highland Drive, Fernandina Beach, FL 32034 marcy@marcymock.com	(904) 753-6500
2	09-04-2018	Steven Papke 2845 1st Avenue, Fernandina Beach, FL 32034 steven.papke@gmail.com	(904) 887-8318 (508) 717-7048
4	11-07-2018	Matt Miller 416 Fir Street, Fernandina Beach, FL 32034 islandplumber@hotmail.com	(912) 270-5826
5	02-01-2013	Tisha Dadd 1328 North Fletcher Avenue, Fernandina Beach, FL 32034 tshadadd@live.com	(904) 222-8988
6	02-01-2016	Barry Hertslet 2705 Robert Oliver Avenue, Fernandina Beach, FL 32034 Barry.hertslet@gmail.com	(904) 491-0720

Board of Adjustment

Term Length: 3 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Wednesday of every month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Boards

Description:

Council Liaison:

Staff Liaison:

Jacob Platt

jplatt@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Marcy Mock	11/07/2018	2	11/07/2021
2	Steven Papke	09/04/2018	1	09/01/2021
4	Matt Miller	11/07/2018	2	09/01/2021
5	Tisha Dadd	02/01/2013	1	05/01/2019
6	Barry Hertslet	02/01/2016	2	09/30/2021

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 3/7/2019

Date: January 28, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

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 3/7/2019

Date: January 28, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Mayor/Commissioner Comments
Commissioner Ross' Comments regarding Ocean Highway and Port Authority

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Commissioner Ross wishes to speak regarding the Ocean Highway and Port Authority (information is attached).

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 3/11/2019

Date: March 11, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Report on OHPA

- 1. Conservation easement**
- 2. Update Port Element of the Comprehensive Plan – OHPA attorney letter**
- 3. Moving the Channel**
- 4. Zoning Authority of the City**
- 5. M-95 America's Marine Highway
Fernandina Express Container
Barge Service**

**Items to discuss at the joint OHPA and
City Commissioner's work shop?**



City of Fernandina Beach

Tammi E. Bach

Office of the City Attorney

tbach@fbfl.org

March 7, 2019

Honorable Robert Sturgess, Esq.
Chair
Ocean, Highway & Port Authority
86130 License Road #9
Fernandina Beach, FL 32034

RE: Port of Fernandina and Conservation Easement

Dear Chair Sturgess:

The City Commission asked me to write a letter requesting that the Ocean, Highway & Port Authority ("OHPA") agree to rezone property at the Port of Fernandina to Conservation. The property is described as:

A PORTION OF MARSHLANDS LYING IN A PORTION OF BLOCKS 56, 59 AND 60 AND A PORTION OF THIRD, FOURTH, FIFTH, SIXTH AND FRANKLIN STREET RIGHT-OF-WAYS, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

I have attached the Conservation Easement recorded in the public records of Nassau County back in 1991 covering the property. The City respectfully requests that OHPA agree to rezone the above-described property to Conservation as it is already covered by the Conservation Easement.

Thank you for your service to our community and consideration of this request.

Sincerely,

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

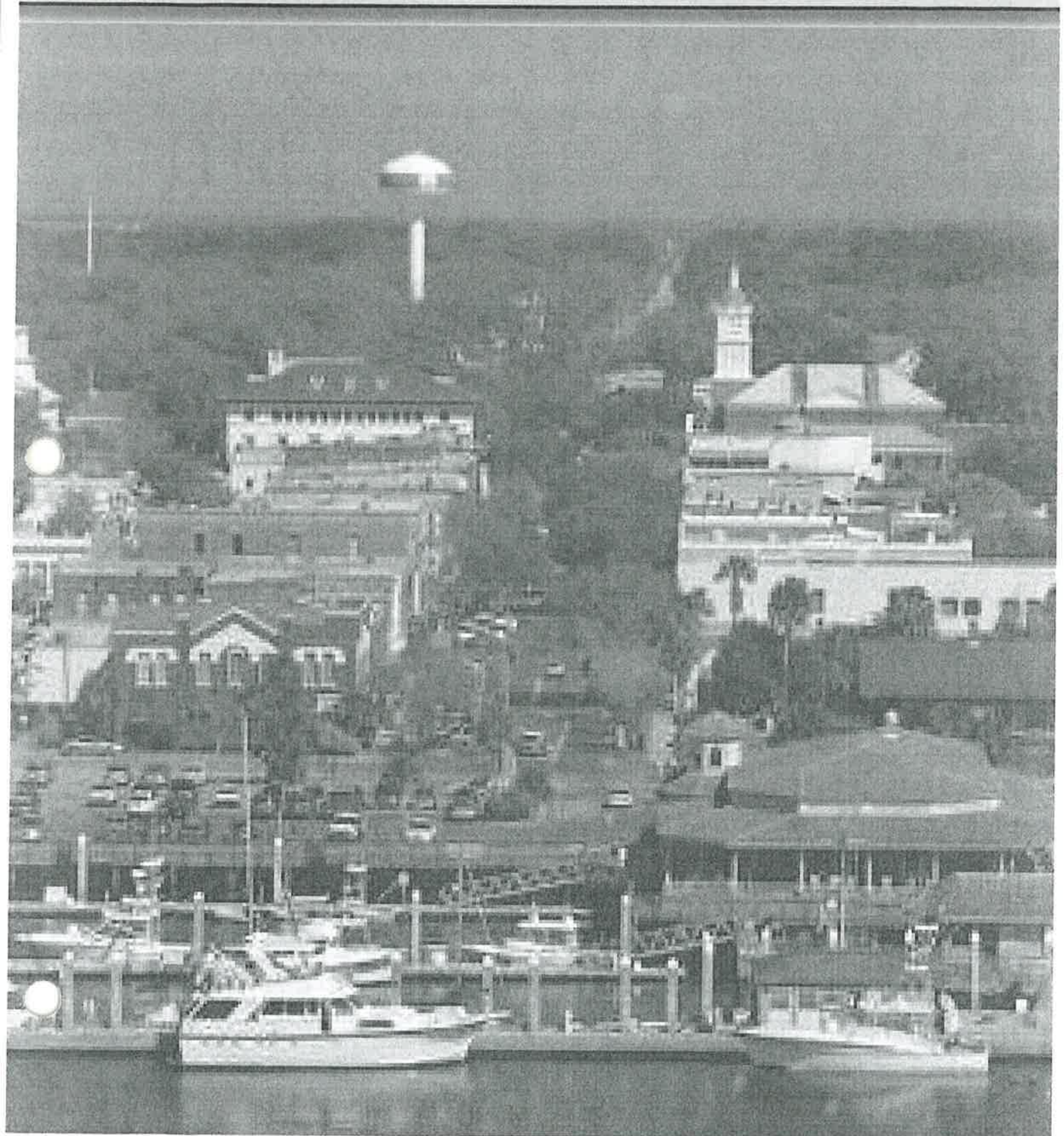
Tammi E. Bach
City Attorney

cc: Mayor and City Commissioners
Dale L. Martin, City Manager
Kelly Gibson, Planning and Conservation Director



GOAL 1

FUTURE LAND USE ELEMENT



OBJECTIVE 1.07.**LAND USE CATEGORIES**

The City shall ensure that suitable land is available for residential, commercial, industrial, and public use. Suitability shall be based on the availability of services and facilities and the ability of the land to be developed, while respecting the integrity of the built and natural environment.

POLICY 1.07.01.

The following land use categories shall be shown on the FLUM:

Low Density Residential	(LDR)
Medium Density Residential	(MDR)
High Density Residential	(HDR)
Mixed -Use	(MU)
8 th Street Small Area Mixed Use	(MU8)
General Commercial	(GC)
Central Business District	(CBD)
Waterfront Mixed Use	(WMU)
Industrial	(IN)
Industrial - Waterfront	(IW)
Recreation	(REC)
Conservation	(CON)
Public & Institutional	(PI)

POLICY 1.07.02.

In all land use categories where residential dwelling units are allowable, density shall be defined as "net density".

POLICY 1.07.03.

Prior to approving a density change in land use within the CHHA, the applicant must demonstrate compliance with Florida Statute §163.3178(9) (a) as follows:

- a. A 16-hour level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale;
- b. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or
- c. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1, or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

POLICY 1.07.04.**Low Density Residential (LDR)**

- a. Areas delineated on the FLUM for low density residential development shall accommodate permanent residential development and shall be comprised of single-family detached homes on individual lots. Single-family attached homes may be allowed only through the PUD process.

POLICY 1.07.14.

Recreation (REC)

- a. Public and private parks and recreation, open space facilities and the City's existing historic cemetery shall be allowable uses in the Recreation land use category.
- b. Outdoor recreation facilities may include fields, courts, playgrounds, pools, picnic areas, trails, paths, and active or passive open space. Recreation facilities may also include buildings to support outdoor recreation, such as restrooms, concessions, equipment storage, recreation-based retail sales, and offices related to the park and recreation uses.
- c. The maximum impervious surface ratio within the recreation land use category is 0.25. The maximum FAR is 0.50.
- d. Indoor pools, gymnasiums, and recreation centers with meeting rooms, administrative offices, or indoor recreation facilities are also permissible.
- e. Recreation uses shall be appropriately buffered and screened from adjacent uses.
- f. Recreational areas shall be developed using low impact development (LID) practices and sustainable building strategies.
- g. Recreational areas shall provide, as appropriate, safe linkages through sidewalks, bike paths, or multi-use trails.

POLICY 1.07.15.

Conservation (CON)

- a. Lands that are natural resources such as wetlands shall be included in the Conservation land use designation in order to provide for the maximum long-term protection and preservation of environmentally sensitive natural resource systems. All wetlands, as verified by jurisdictional field delineation, are designated as limited development overlays and shall be protected by policies contained within the Conservation and Coastal Management Element of this plan.
- b. Potentially allowable uses in the Conservation land use category may include: docks, boardwalks, hiking trails, and picnic areas or other passive recreation uses.
- c. Development within the conservation land use category is limited to buildings that are supportive of and accessory to the Conservation land use category, such as an interpretative center, rest rooms, or covered picnic pavilions.
- d. Potentially allowable uses are limited in location and extent, and shall avoid adverse impacts on the hydrologic functions of wetlands, natural systems, habitats, water quality, shorelines, marine life, and coastal resources. Allowable uses shall serve to protect the safety and welfare of the natural resource.
- e. Any improvement within Conservation areas shall be developed using low impact development (LID) practices and sustainable building strategies.

POLICY 1.07.16.

Public & Institutional (PI)

- a. This land use category is intended for any publicly owned lands and structures.
- b. All uses by government agencies are allowable.
- c. The maximum FAR for development within the Public and Institutional land use category is 0.50.



PLANNING & CONSERVATION PAB

Revised 10/01/18

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Department of Planning & Conservation will guide your application from start to finish, engaging other City departments or agencies as needed.

PLANNING ADVISORY BOARD APPLICATION FOR:

- | | |
|---|--|
| ☒ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$1,000) | ☐ VACATION OF R.O.W. (\$1,700) |
| ☐ COMP PLAN AMENDMENT (\$1,700) | ☐ VOLUNTARY ANNEXATION (\$1,500) |
| | ☐ Revision to each PAB Application
To offset additional display ad fee (\$400) |

2019 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Dec 11 2018	Jan 09 2019	Feb 13 2019	Mar 13 2019	Apr 10 2019	May 08 2019	June 12 2019	Jul 10 2019	Aug 14 2019	Sep 11 2019	Oct 09 2019	Nov 13 2019	Dec 11 2019	Jan 08 2020	Feb 12 2020
Meeting Date	Jan 09 2019	Feb 13 2019	Mar 13 2019	Apr 10 2019	May 08 2019	June 12 2019	Jul 10 2019	Aug 14 2019	Sep 11 2019	Oct 09 2019	Nov 13 2019	Dec 11 2019	Jan 08 2020	Feb 12 2020	Mar 11 2020

APPLICATION REQUIREMENTS PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☐ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;
- ☐ A current survey of the property (no older than two years);
- ☐ A completed owner's authorization for agent form, if applicable;
- ☐ A detailed letter of intent stating the following:
 - The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
 - A justification for the proposed amendment(s) or action(s).
- ☐ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

- ☐ **LDC Text Amendment** – see LDC Section 11.01.08.
- ☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Final Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

STAFF CONTACT:

Kelly Gibson, AICP
Department of Planning & Conservation Director
kgibson@fbfl.city
904.310.3481

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ _____ TYPE: _____

APPLICATION #: _____

CASE #: _____

BOARD MEETING DATE: _____



PLANNING ADVISORY BOARD APPLICATION

- | | |
|--|--|
| ☐ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$1,000) | ☐ VACATION OF R.O.W. (\$1,700) |
| ☐ COMP PLAN AMENDMENT (\$1,700) | ☐ VOLUNTARY ANNEXATION (\$1,500) |
| | ☐ Revision to each PAB Application
To offset additional display ad fee (\$400) |

APPLICANT INFORMATION

Owner Name: Ocean Highway Port Authority

Mailing Address: 86130 License Rd #9, Fernandina Beach, FL 32034

Telephone: 904-491-7422 Fax: _____

Email: ohpance@gmail.com

Agent Name: Robert Sturgess - Chairperson

Mailing Address: _____

Telephone: _____ Fax: _____

Email: 00-00-31-1800-0059-0010
00-00-31-1800-0060-0010

PROPERTY INFORMATION

Street Address: A portion of Marshlands lying in a Portion of

Parcel Identification Number(s): Blocks 56, 59, 60 and portion of...

Lot Number: _____ Block Number: _____ Subdivision: _____

Section: _____ Township: _____ Range: _____

PROJECT INFORMATION

Total Number of Lots/Parcels: _____

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 4.1 acres approx

Existing Zoning Classification: Industrial Water Front

Existing Future Land Use Classification: Industrial Water front

Previous Planning/Zoning Approvals: _____

Description of Request:

Change to Conservation Future Land Use map.

SIGNATURE/NOTARY

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

Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU }
ss

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public: Signature

Printed Name

My Commission Expires

Personally Known _____ OR Produced Identification _____ ID Produced: _____



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE _____
(print name of property owner(s))

hereby authorize: _____
(print name of agent)

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

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

(Signature of owner)

(Signature of owner)

(Print name of owner)

(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU }
ss }

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public: Signature

Printed Name

My Commission Expires

Personally Known _____ OR Produced Identification _____ ID Produced: _____

CES Cover Sheet

☐ Checked for Duplicate Document

DM ID

Document Type:

CONSERVATION EASEMENTS

Document Date:

11-09-1990

Section:

39

Township:

02N

Range:

28E

Total Area / Area Unit:

(A) Acreage (S) Square Feet

County Book / Page / Type:

NASSAU

B 641

P1038

Q

Instrument #

Comments:

➤ **RELATIVE TO; DER #451730689**

➤ **GRANTED BY; OCEAN HWY PORT AUTHORITY**

DATE PREPPED:

12/11/2008

INVENTORY #:

28554

☐ MAA'D For Rescan & Additional Pgs

CONSERVATION EASEMENT TRANSMITTAL MEMO TO DSL

TO: Kathy Miklus
Planning Manager
DSL, Title and Land Records Section
MS #108
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

FROM: Miranda LeMaster
Compliance and Enforcement
Submerged Lands and Environmental Resources Program
Northeast District

DATE: December 8, 2008

SUBJECT: Site No.: 45-128870
PATS No.: 45-1730689
Applicant: Ocean Highway & Port Authority

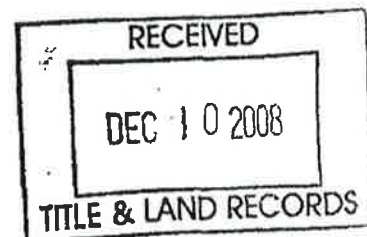
Attached is the executed and recorded conservation easement including all attachments for inclusion in the Title and Land Records Section's permanent files/records of BOT ownership and interest in lands.

Please send the conservation easement to DSL's Director's Office, Technology Management Section for scanning and entry into DSL's Board of Trustees Lands Database System (BTLDS) document data and mapping system.

If you have any questions, please call me at 904-807-3308.

Enclosure

cc: District permitting file



JEB T. BRANHAM

MEMORANDUM

TO: OHPA Commissioners

FROM: Jeb T. Branham

DATE: March 5, 2019

REGARDING: *Comprehensive planning process and OHPA*

ISSUE: What is OHPA's role in the City of Fernandina Beach's comprehensive planning process?

BACKGROUND FACTS: The City of Fernandina Beach may be considering a complete re-write of the existing Port Facilities element of its comprehensive plan. The City posts the 2030 Comprehensive Plan as its current plan on its website. It appears the City adopted the plan in December 2011. The 2030 Comprehensive Plan contains a Port Facilities element. A proposed re-write of that element purports to heavily regulate and likely constrain OHPA's port operations.

ANALYSIS: The State of Florida requires local governments to engage in a comprehensive planning process. State statutes regulate the process and say what comprehensive plans must contain. Fla. Stat. § 163.3191(1) requires local governments to "evaluate [their] comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements . . ." at least every seven years. Updates to address "changes in local conditions" are not required, but they are encouraged. Fla. Stat. § 163.3191(3). There have not been changes in state requirements that would *require* Fernandina Beach to rewrite its Port Facilities Element.

Fla. Stat. § 311.14 governs port planning. It requires each port to "develop a strategic plan with a 10-year horizon . . ." Fla. Stat. § 311.14(2). OHPA created a Strategic Master Plan in 2014 and updated it via Resolution 2014-4. Fla. Stat. § 311.41(2)(e) says "[t]o the extent feasible, the port strategic plan must be consistent with the local government comprehensive plans."

Several state statutes address comprehensive planning as it pertains to ports. Fla. Stat. § 163.3177(6)(b)(2)(b) requires Fernandina Beach to address seaport planning within the transportation element of the City's comprehensive plan. Fla. Stat. § 163.3178(2)(k) also

requires the City to include OHPA's Strategic Master Plan within the coastal management element of its comprehensive plan. Under this statute, the port's strategic plan is supposed to include a map of land uses and habitats, an impact analysis of future development, a drainage systems analysis, hazard mitigation, beach and dune protection, safe development, public access to the shore, financial assurances for new development, and identification of techniques to mitigate development impacts. Some of these elements clearly do not apply to OHPA, such as beach and dune protection and public shore access. Others could perhaps be addressed more specifically. Regardless, OHPA's strategic plan generally complies with state statutes, and updates are not mandatory at this time.

In my view, the proposed Port Facilities Element is neither required by nor consistent with state comprehensive planning law. If OHPA and Fernandina Beach cannot agree on the contents of Fernandina Beach's comprehensive plan as it pertains to OHPA, Fla. Stat. § 163.3178(2)(k) requires the submission of the dispute to the North Florida Regional Council for mediation. Beyond that, Fla. Stat. § 163.3184(5)(a) requires that challenges to comprehensive plan amendments be filed with the Florida Division of Administrative Hearings within 30 days of adoption.



GOAL 5P: PORT ELEMENT

Objective 5P.01.

Port Development

Page 5P-1

Objective 5P.02.

Economic Diversification

Page 5P-2

Objective 5P.03.

St. Mary's River Entrance Channel and Amelia River Access

Page 5P-2

Objective 5P.04.

Intracoastal Connections

Page 5P-3

Objective 5P.05

Highway Access and Connectivity

Page 5P-3

Objective 5P.06

Rail Service and Connectivity

Page 5P-3

Objective 5P.07

Airport Service and Connectivity

Page 5P-4

Objective 5P.08

Natural Resource Preservation and Protection

Page 5P-4

Objective 5P.09

Protection from Natural Hazards

Page 5P-5

Objective 5P.10

Protection from Man-made Distasters

Page 5P-5

Objective 5P.11

Budgetary Process

Page 5P-6

Objective 5P.12

Funding Opportunities

Page 5P-6

Objective 5P.13

Compatibility with City's Comprehensive Plan

Page 5P-7

Objective 5P.14

Plan Implementation Coordination

Page 5P-7

Objective 5P.15

Governmental and Agency Coordination

Page 5P-8

Objective 5P.16

Collaboration with Local and Regional Maritime, Commercial and Industrial Interests

Page 5P-8

GOAL 5P | PORT FACILITIES ELEMENT

THE PORT OF FERNANDINA SHALL MAINTAIN, PLAN AND DEVELOP THE PORT LOCATED IN FERNANDINA BEACH, IN ACCORDANCE WITH MARKET FORECASTS AND THE COMMUNITY'S COMMERCIAL AND INDUSTRIAL RESOURCES, TO CREATE JOBS AND STIMULATE LOCAL AND REGIONAL ECONOMIC DEVELOPMENT WHILE MAINTAINING AND ENHANCING THE UNIQUE CHARACTER OF THE CITY OF FERNANDINA BEACH, PROVIDING FOR THE HEALTH, SAFETY AND ECONOMIC WELFARE OF THE COMMUNITY, PROTECTING THE LOCAL MARINE ENVIRONMENT, AND NOT EXPANDING INTO THE SURROUNDING HISTORIC RESIDENTIAL NEIGHBORHOOD.

OBJECTIVE 5P.01.

PORT DEVELOPMENT

Within the City of Fernandina Beach, the Port of Fernandina shall pursue phased planning and development, consistent with the goals of the City of Fernandina Beach Comprehensive Plan and the mandates of Florida Statutes.

POLICY 5P.01.01.

The Port of Fernandina shall prepare a Port Master Plan Map – a land use and inventory map of existing coastal uses including all existing infrastructure including fuel storage tanks, storm water management, zoning, wetland and other vegetative communities, undeveloped areas, areas subject to coastal flooding, public evacuation routes, historic preservation areas and conservation areas. The Port Master Plan Map will be posted on the City website and updated at least annually.

POLICY 5P.01.02.

Within the City of Fernandina Beach, the Port of Fernandina shall not expand port operations beyond industrially waterfront zoned or industrially zoned land (as depicted on the 2011 Comprehensive Plan Map). The Port of Fernandina will not expand any ancillary operations including parking lots into the historic district or any other residentially or mixed use zoned land (as depicted in the 2011 Comprehensive Plan Map and in the Land Development Code) with the exception of 501 North 3rd Street and the adjacent parking lot west of the property.

POLICY 5P.01.03.

Prior to any new proposed development or redevelopment, within the City of Fernandina Beach, the Port of Fernandina will conduct an analysis of the environmental, socioeconomic, and fiscal impact on the City of Fernandina Beach.

The analysis will delineate the required infrastructure to support this development or redevelopment and the plans and principles to be used to control development and redevelopment to eliminate or mitigate the adverse impacts on coastal wetlands; living marine resources; unique wildlife habitat; historical and archaeological sites; other fragile coastal resources and the adjacent historic district.

The analysis will be presented to the City of Fernandina Beach for their review and comment. Those comments will be submitted to the Port Council or other state or federal agencies with any new funding requests.

POLICY 5P.01.4.

The Port of Fernandina shall continually maintain and upgrade its in-water and upland facilities to derive the best use from its infrastructure.

POLICY 5P.01.5.

The Port of Fernandina shall coordinate with the U.S. Army Corps of Engineers and the City of Fernandina Beach, regional, state and federal regulatory agencies for maintenance dredging of the Amelia Island River, as needed to accommodate waterborne commerce operations.

POLICY 5P.01.6.

Prior to any future development or redevelopment to the Port of Fernandina, within the City of Fernandina Beach, all plans or proposals for development or redevelopment shall be reviewed by the City of Fernandina Beach for meeting all applicable Comprehensive Plan policies, land development regulations, City Ordinance requirements and provide that financial assurances are made that required public facilities will be in place to meet the demand imposed by the completed development or redevelopment. Such public facilities will be scheduled for phased completion to coincide with demands generated by the development or redevelopment.

OBJECTIVE 5P.02.

ECONOMIC DIVERSIFICATION

The Port of Fernandina shall explore opportunities to develop synergies between its waterborne commerce operations and other economic resources in the area.

POLICY 5P.02.01.

The Port of Fernandina shall seek potential users to achieve maximum site utilization.

POLICY 5P.02.02.

The Port of Fernandina shall explore complementary upland developmental opportunities.

POLICY 5P.02.03.

The Port of Fernandina shall continue its participation in Foreign Trade Zone 64 with JAXPORT and shall explore other possible partnering opportunities.

OBJECTIVE 5P.03.

ST. MARY'S RIVER ENTRANCE CHANNEL AND AMELIA RIVER ACCESS

The Port of Fernandina may pursue maintenance dredging activities from the St. Mary's River Entrance Channel to the Amelia River leading to the Port to provide the water depths needed to serve ships and barges that call at the Port. Maintenance dredging activities and the management of spoil material shall be pursued in a manner consistent with the State Comprehensive Plan's goals and policies addressing stewardship of water resources, coastal and marine resources, and natural systems.

POLICY 5P.03.01.

The Port of Fernandina may undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.

POLICY 5P.03.02.

The Port of Fernandina may undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.

POLICY 5P.03.03.

Prior to any maintenance dredging the Port of Fernandina in agreement with the Corps of Engineers and other federal, state, or local agencies shall identify an environmentally acceptable spoil site for the disposal of the dredged material the maintenance channel dredging projects generate.

OBJECTIVE 5P.04.**INTRACOASTAL CONNECTIONS**

To take better advantage of its proximity to the Intracoastal Waterway, the Port of Fernandina may support initiatives to improve Intracoastal connections.

POLICY 5P.04.01.

The Port of Fernandina may cooperate with entities seeking to improve conditions along the Intracoastal Waterway.

POLICY 5P.04.02.

The Port of Fernandina, within the City of Fernandina Beach, will not accept, transfer, load or store coal, coal ash, or Liquefied Natural Gas (LNG).

OBJECTIVE 5P.05.**HIGHWAY ACCESS AND CONNECTIVITY**

The Port of Fernandina may collaborate with local state agencies to develop the intermodal connections needed for the efficient movement of goods to and from its facilities.

POLICY 5P.05.01.

The Port of Fernandina shall be required to mitigate traffic impact to the surrounding residential neighborhood, by designing the facilities, and/or scheduling arriving truck traffic to eliminate the queuing of trucks outside the gates.

POLICY 5.05.02.

The Port of Fernandina shall work with the City, the TPO, the Florida Department of Transportation, the local community and other entities to gain funding for any needed improvements to roads over which Port truck traffic must travel.

POLICY 5.05.03.

The Port of Fernandina shall implement a plan to prevent truck access or egress from the Port of North Front, North Second, and North Third Streets.

OBJECTIVE 5P.06.**RAIL SERVICE AND CONNECTIVITY**

The Port of Fernandina shall collaborate with Genesee & Wyoming and CSX to obtain the best possible service and interchanges.

POLICY 5P.06.01.

The Port of Fernandina may continue its use of the on-site rail line and shall seek opportunities for more efficient use of the rail line.

POLICY 5.05.02.

The Port of Fernandina shall collaborate with railways, FDOT, and the City to improve the warning devices at the Dade and Front Street highway-rail grade crossing to increase safety, with the goal of reducing fatalities and injuries.

OBJECTIVE 5P.07.

AIRPORT SERVICE AND CONNECTIVITY

The Port of Fernandina may collaborate with City airports to develop the intermodal connections needed for the efficient movement of goods to and from its facilities.

POLICY 5P.07.01.

The Port of Fernandina may work to explore service opportunities for the efficient movement of goods through the Port.

OBJECTIVE 5P.08.

NATURAL RESOURCE PRESERVATION AND PROTECTION

The Port of Fernandina shall conserve and protect natural resources including forests, wetlands, fish, marine life, and wildlife, and shall cooperate with federal, state, regional, and local agencies in developing sound environmental impacts of Port development and operations.

POLICY 5P.08.01.

The Port of Fernandina shall limit specific and cumulative impacts on water quality to maintain the integrity of the Amelia River and maintain the applicable water quality standards. In doing so, the Port shall design the drainage system on its property to meet National Pollution Discharge Elimination System (NPDES), Florida Department of Environmental Protection, and St. Johns River Water Management District water quality standards and shall coordinate its efforts with federal, state, regional, county and city governmental agencies.

POLICY 5.08.02.

The Port of Fernandina shall not place or build structures including pier or pier extensions in wetlands, wetland transition areas, or conservation area and not conduct activities which degrade any identified wetlands and wildlife habitat.

POLICY 5P.08.03.

The Port of Fernandina shall continue to coordinate with state and federal agencies, the Cumberland Sound Pilots Association, and other interested organizations to protect manatee and right whale communities.

POLICY 5.08.04.

The Port of Fernandina shall use best management practices during construction, operation and maintenance at the Port facility. All new development or redevelopment at the Port of Fernandina, within the City, shall meet or exceed applicable Federal, State, and local regulations.

POLICY 5.08.05.

A plan, including a proposed funding source, to remediate the surface drains which currently empty directly into the Intracoastal Waterway and wetlands will be developed by July 2017.

POLICY 5.08.06.

The Port of Fernandina shall coordinate and implement strategies with industry and the City to meet the air quality standards established by the EPA and DEP

POLICY 5.08.07.

The Port of Fernandina will devise a feasibility plan by July 2017 concerning the benefits and costs of installing and requiring ship to shore power at the Port of Fernandina.

OBJECTIVE 5P.09.**PROTECTION FROM NATURAL HAZARDS**

The Port of Fernandina shall implement or exceed the measures required by the City of Fernandina, Nassau County and other agencies to protect human life and property from natural hazards.

POLICY 5P.09.01.

All new development or redevelopment at the Port of Fernandina, within the City, shall meet the standard of construction for V Flood Zones or a higher standard and be maintained as required by local ordinance and shall not have any adverse effect by increasing the elevation or velocity of flood waters or in increasing flows due to change in drainage or flow characteristic (e.g. change in direction) on the subject site, adjacent properties, or any public or private right-of-way.

POLICY 5.09.02.

The Port of Fernandina shall design and construct all development or redevelopment at the Port in accordance with the Unified Florida Building Code and Fernandina Beach City Ordinances including obtaining all required City permits and floodplain elevation certificates.

POLICY 5.09.03.

The Port of Fernandina shall prepare a hurricane contingency plan and keep its plan up to date, ensuring that it is consistent with city and county emergency plans. This plan will be filed with the City on or before June 1st of each year.

POLICY 5.09.04.

The Port of Fernandina shall implement post-disaster redevelopment procedures to reduce or eliminate exposure to human life and property to natural hazards. These procedures shall include the structural modification or removal of facilities that have experienced repeated storm damage.

OBJECTIVE 5P.10.**PROTECTION FROM MAN-MADE DISASTERS**

The Port of Fernandina shall reduce exposure to harm human life and property from manmade disasters by implementing sound safety and security programs.

POLICY 5P.10.01.

To provide a safe operating environment, the Port of Fernandina shall implement required Federal, state and local safety and health measures and ensure that operations are conducted in accordance with those measures.

POLICY 5.10.02.

The Port of Fernandina shall prepare and implement the security plan mandated and approved under state and federal guidelines. Funding Port Security is a priority and shall preempt funding of any new development or redevelopment in the City of Fernandina Beach.

POLICY 5.10.03.

The Port of Fernandina in cooperation with all federal authorities shall prohibit the handling of unauthorized hazardous materials and shall be prepared to contain hazardous material spills that could occur at the Port facility site.

POLICY 5.10.04.

At the Port of Fernandina all emergency contingency materials and equipment necessary to mitigate petroleum spills in the water shall be stored onsite by July 1, 2017. This shall be verified by the Fernandina Beach Fire Chief or his designee on or before July 1st of each year.

POLICY 5.10.05.

A waterfront facility, which is a facility of particular hazard as defined in 33CFR 126.3, shall not be allowed in Waterfront Industrial or IW zoned areas.

POLICY 5.10.06.

The Port of Fernandina shall prepare an evacuation contingency and warning plan to evacuate the adjacent area in the event of a toxic spill, toxic gas release, Port fire, or other manmade disaster and keep its plan up to date, ensuring that is consistent with city and county emergency plans. This plan shall be filed annually with the City no later than June 1st.

OBJECTIVE 5P.11.

BUDGETARY PROCESS

The Port of Fernandina shall implement a budgetary process that balances Port revenues, operating expenses, and capital expenditures needed to satisfy the anticipated market demand and capture new market share.

POLICY 5P.11.01.

The Port of Fernandina shall monitor tariffs and fees charged by neighboring ports, both north and south, and shall implement a competitive fee structure.

POLICY 5P.11.02.

The Port of Fernandina shall update its capital improvement plan annually to reflect budgetary and market changes, prioritizing implementation to obtain the best return on facility investments. The capital improvement plan shall be filed with the City annually on or before June 1st.

OBJECTIVE 5P.12.

FUNDING OPPORTUNITIES

The Port of Fernandina shall pursue diverse funding opportunities to accelerate the rate at which it can implement its capital improvement plan.

POLICY 5P.12.01.

The Port of Fernandina shall prepare a briefing for area legislators, the City, and the public in the fall of each year to review the Port's financial status, proposed capital improvement budget and to reacquaint them with the Port's economic

impact on the region and the important of its needs being addressed in the state's budget process.

POLICY 5.12.02.

The Port of Fernandina shall actively seek grant funds from state and federal sources and shall supplement funding needs not met by grants with loans from commercial lending institutions and/or governmental entities.

POLICY 5.12.03.

The Port of Fernandina shall explore opportunities for public/private partnerships in the development and redevelopment of the Port.

OBJECTIVE 5P.13.

COMPATIBILITY WITH THE CITY'S COMPREHENSIVE PLAN

The Port of Fernandina shall work with the City of Fernandina to insure that port maintenance and development or redevelopment activities are compatible with and support the programs and policies contained in the City's Comprehensive Plan.

POLICY 5P.13.01.

The Port of Fernandina shall coordinate its planning and development efforts with the City of Fernandina Beach to insure that the Port's planned projects and land uses comply with the City's Comprehensive Plan, including the Conservation and Coastal Management Element and Land Development Code and are compatible with adjacent land uses.

POLICY 5.13.02.

The Port of Fernandina shall continue to coordinate with the Fernandina Beach Historic District Council to ensure preservation and restoration of significant historical sites that fall within the jurisdiction of the Port Authority facility. Where Port property is adjacent to the Historic District, a 30-foot landscaped buffer shall be maintained.

POLICY 5.13.03.

The Port of Fernandina shall coordinate with the City to ensure the provision of adequate infrastructure and utilities for Port operations.

OBJECTIVE 5P.14.

PLAN IMPLEMENTATION COORDINATION

The Port of Fernandina shall be proactive in coordinating its development efforts with local, state and federal permitting agencies and other private entities to ensure that its development and operations are carried out in accordance with the public interest and regulatory requirements.

POLICY 5P.14.01.

The Port of Fernandina shall obtain community input prior to implementing any Port development program.

POLICY 5.14.02.

The Port of Fernandina shall comply with the provisions of the permits governing its in-water and upland development program.

OBJECTIVE 5P.15.

GOVERNMENTAL AND AGENCY COORDINATION

The Port of Fernandina shall coordinate its development and redevelopment program with applicable agencies to promote sound planning and economic opportunities.

POLICY 5P.15.01.

The Port of Fernandina shall support the economic development initiatives of the City of Fernandina Beach, by pursuing activities that expand economic opportunities.

POLICY 5.15.02.

The Port of Fernandina shall review the economic development initiatives of Nassau County and support when consistent with the City of Fernandina Beach Comprehensive Plan.

POLICY 5P.15.03.

In addition to city and county governments, the Port of Fernandina shall cooperate with the Northeast Florida Regional Council; the St. Johns River Water Management District; the Florida Departments of Transportation, Environmental Protection, and Economic Opportunity; the U.S. Army Corps of Engineers, and other applicable agencies in implementing the goals, objective and policies as delineated in the Comprehensive Plan.

POLICY 5.15.04.

The Port of Fernandina shall develop a strategic plan with a 10-year horizon which shall at a minimum include the elements listed in FS 311.14 – Seaport Planning and which adequately addresses the applicable requirements of FS 163.3178. To the extent feasible, the port master plan must be consistent with the City Comprehensive Plan.

The Port of Fernandina shall submit the Master Plan to the City for consistency review with City of Fernandina Beach Comprehensive Plan. Any inconsistencies that cannot be resolved with the Port of Fernandina shall be noted in the Port Master Plan and shall not be adopted in the Comprehensive Plan by reference.

OBJECTIVE 5P.16.

COLLABORATION WITH LOCAL AND REGIONAL MARITIME, COMMERCIAL, AND INDUSTRIAL INTERESTS

To help achieve its primary goal of economic development, the Port of Fernandina may cooperate with other Northeast Florida interests as they seek to expand the region's commercial and industrial base.

POLICY 5P.16.01.

The Port of Fernandina may participate in the efforts of local and regional groups pursuing area wide economic development.

POLICY 5.16.02.

The Port of Fernandina may cooperate with JAXPORT to pursue areas of common interest, such as cargo handling synergies, regional promotional campaigns and special funding opportunities.

FERNANDINA OBSERVER DAILY NEWS

City seeks OHPA support to move navigation channel westward

Submitted by Suanne Z. Thamm

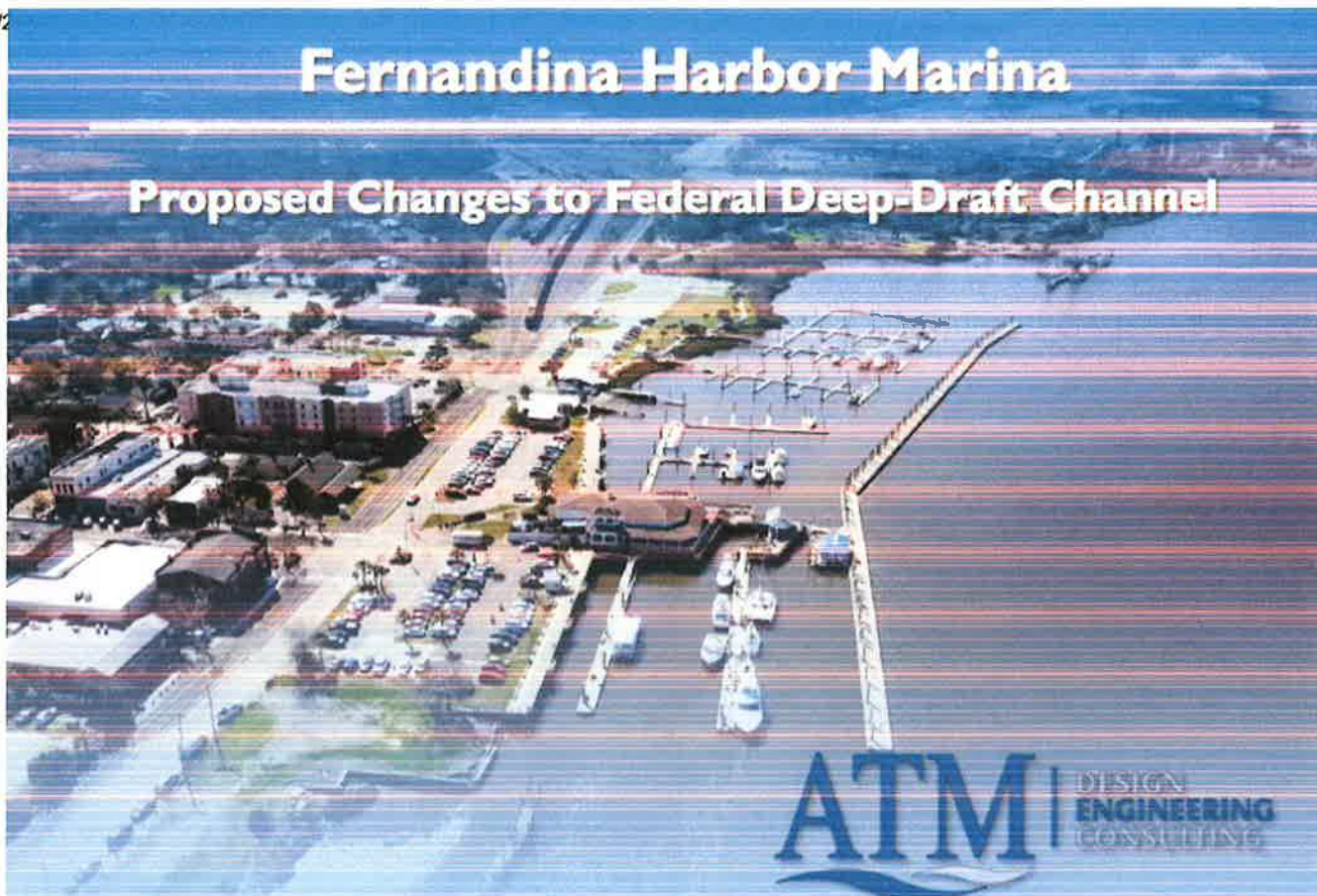
Reporter – News Analyst

March 14, 2018 1:27 p.m.



The Fernandina Beach City Commission (FBCC) hosted the Nassau County Ocean Highway and Port Authority (OHPA) for a joint Special Meeting at Fernandina Beach City Hall on March 13, 2018. This was the first joint meeting of the two bodies in three years. The atmosphere was cordial and collegial, a marked contrast to earlier meetings when the two bodies debated OHPA Charter changes and interpretations of the Port Master Plan.

The primary topic for the Special Meeting was the city's desire to enlist OHPA support for moving the federal navigation channel westward, thereby allowing the city to move forward with plans to expand the city marina northward.



Applied Technology & Management, Inc. (ATM) representative Rob Semmes briefed the boards on the current status of the navigation channel and why the city was seeking to move it. He recapped the history of the earlier attempt to move the channel in 1998-2000, which was officially approved but never implemented.

As the channel sponsor, OHPA must officially approve the move for the Army Corps of Engineers (ACE) to take formal action. Adam Salzburg, OHPA Chair, agreed to bring the matter before his full board for consideration and action. Since the sole client for that channel is Rayonier Advanced Materials, OHPA must also obtain their approval to move forward.

ATM presentation

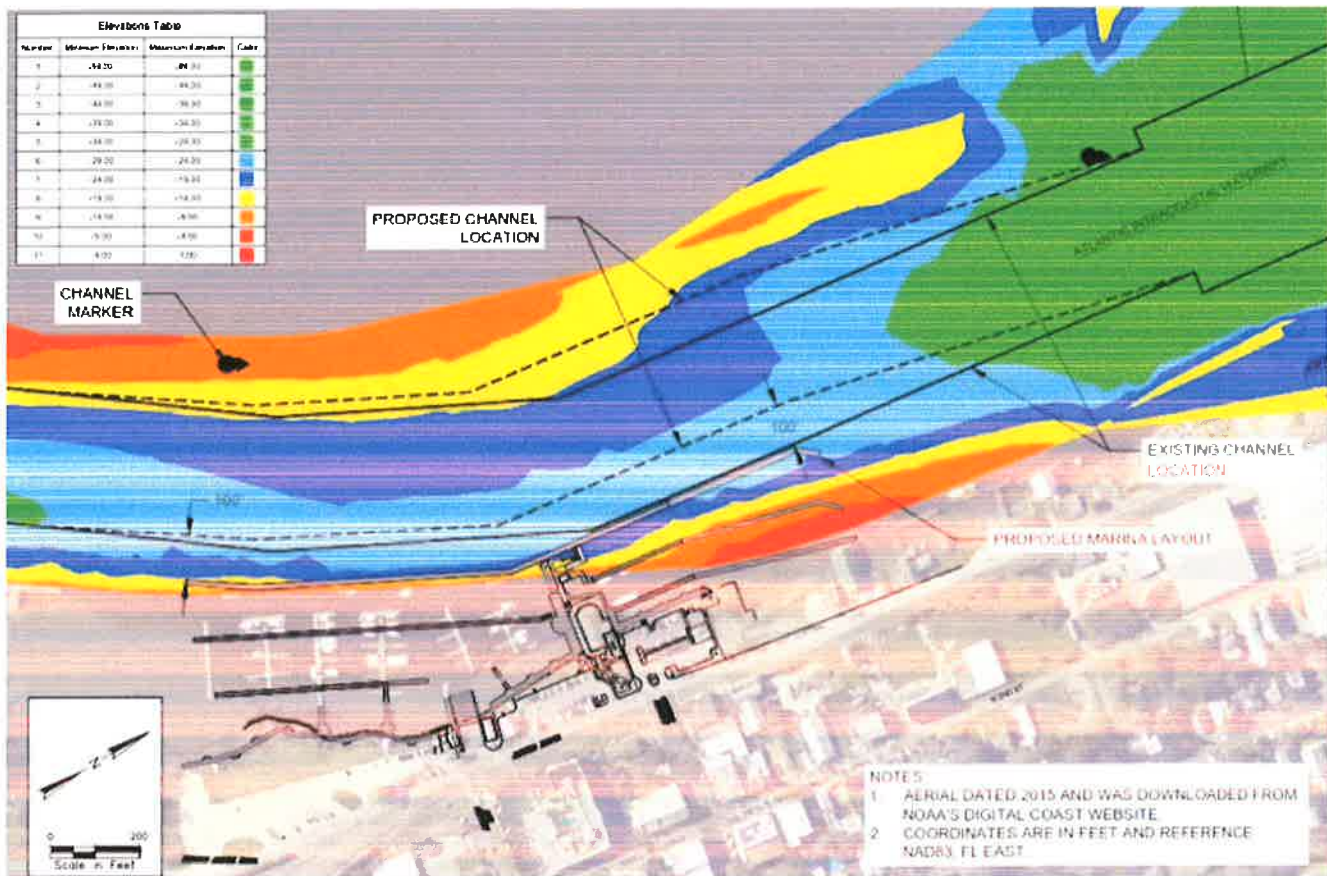
Rob Semmes explained that due to current ACE guidelines, any construction of docks must be no less than 100 feet from the existing navigation channel. The city has received informal approval to proceed with reconstructing the marina's south attenuator dock, which is 70 feet from the channel. But in order to extend the marina attenuator to the north, the channel must be either moved or abandoned, since the new dock would lie less than 10 feet from the existing channel.

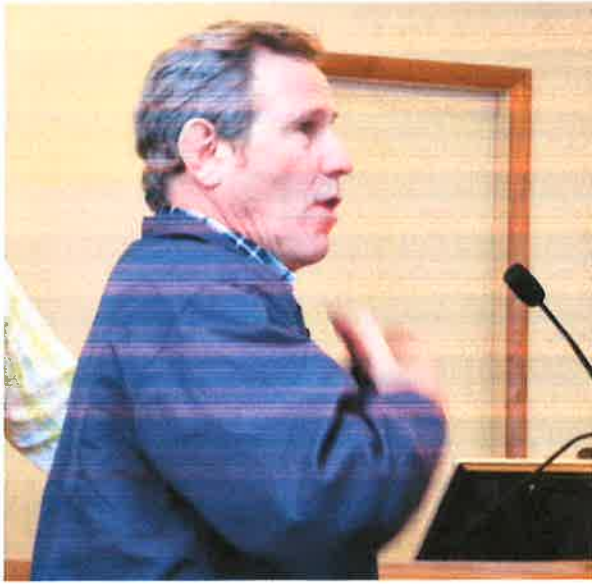
City Manager Dale Martin added that without moving the channel, any proposal to extend the city marina docks northward into deep water would not be possible. The city, which has already received a \$1.6M matching grant for that purpose, would not claim the grant and would be forced to abandon plans to move the marina northward.



ROB SEMMES

Semmes explained that moving the channel first came up in 1998 when ATM was hired by the city to solve the siltation problem in the city marina that required regular, expensive dredging to keep the marina operational. They sought and received support from then Representative Tillie Fowler via the Water Resources Development Act of 2000, which permitted ACE to move the channel as requested. At the time, both OHPA and Rayonier signed letters of support.





COLEMAN LANGSHAW

Despite Congressional authorization, the move never happened. According to Coleman Langshaw, city marina director at the time, ACE balked at expending resources to move a channel that had not been used in 20 years. City enthusiasm for moving northward waned as the realization of costs for purchasing private property with the riparian rights to the north of the current marina added more to the price tag.

Langshaw said that if ACE decided to go forward with the channel move, then the local sponsor would be required to pay for the move. But that when the turning basin went away, there seemed to be no reason to open the channel.

What changed

When the local political climate changed once more, there was a renewed interest in implementing the ATM plan drawn up in 1998 to solve the marina siltation problems. The city purchased the required land to the north, thereby acquiring the riparian rights needed to expand docks into deep water. But the need to move the channel still existed. As the local sponsor, only OHPA could demand action on that front.

On behalf of the city, Semmes requested that OHPA formally ask ACE to:

- Realign channel so that existing marina docks and proposed improvements are consistent with Corps guidance
- Deauthorize the Mile 4 turning basin

Semmes explained that the additional dredging needed to bring the realigned channel to -28ft MLLW would be more than offset by material to be removed from Mile 4 turning basin. He said that if the channel is ever used again for shipping and dredged to authorized depth, subsequent maintenance dredging would be reduced by the current proposal.

City Commissioner Chip Ross asked how long it would take to resolve the issues and move the channel. Semmes indicated that it would take over a year, should OHPA support the move. He said that OHPA would need to study the matter and get buy in from the channel's only client (Rayonier) before presenting a request to ACE. If ACE then accepts the request, they would commission a study to determine impacts, if any. Along the way they would also consult with other state and federal agencies.



FBCC COMMISSIONERS AT TABLE (L-R): VICE MAYOR LEN KREGER, ROY SMITH, MAYOR JOHN MILLER, PHIL CHAPMAN, CHIP ROSS

Fernandina Beach Vice Mayor Len Kreger said that the timing fit well with the city's Capital Improvement Plan, which called for the northward expansion to take place in the 2020-2022 time frame.

Kreger also stressed that the current discussion was entirely unrelated to moving forward to repair the south attenuator, which has received ACE approval and only awaits an end to the public comment period to allow the city to begin that work, probably in early spring.

The question that was not asked during the meeting was why the federal navigation channel should be maintained at all if it has no users, especially when initial costs to dredge it could be more than \$50M.

OHPA commissioners agreed to begin deliberating over the issue at their next meeting. Three OHPA commissioners – Chair Adam Salzburg (District 3), Vice Chair Carrol Franklin (District 4), and Lissa Braddock (District 5) – attended the entire special meeting. Commissioner Robert Sturgess (District 1) attended part of the meeting; Commissioner Danny Fullwood (District 2) could not attend.



OHPA COMMISSIONERS AT TABLE (L-R): VICE CHAIR CARROL FRANKLIN, CHAIR ADAM SALZBURG, LISSA BRADDOCK

All Fernandina Beach City Commissioners attended.

Other business



PORT ATTORNEY CLYDE DAVIS

Port Attorney Clyde Davis addressed several question raised in a letter and delivered to OHPA at the beginning of the meeting. He said that there are no specific plans at this time for storage facilities for lignin or grain. He had no knowledge of plans to store propane supplies.

He expressed the benefits in terms of jobs to the local economy in being designated a Foreign Trade Zone.

Both boards agreed to provide letters of support to Governor Rick Scott by the end of the week for items included in the state budget recently approved by the legislature.

In speaking on behalf of both boards, the respective chairs expressed renewed hope and confidence in fostering increasingly productive relationships moving forward.

Editor's Note: Suanne Z. Thamm is a native of Chautauqua County, NY, who moved to Fernandina Beach from Alexandria, VA, in 1994. As a long time city resident and city watcher, she provides interesting insight into the many issues that impact our city. We are grateful for Suanne's many contributions to the Fernandina Observer.

Florida Attorney General Advisory Legal Opinion

Number: AGO 82-24

Date: April 20, 1982

Subject: Requiring port authority to obtain permit

Mr. T. Terrell Sessums
General Counsel
Tampa Port Authority
Post Office Box 2192
811 Wynkoop Road
Tampa, Florida 33601

RE: PORT AUTHORITIES--Municipalities may require a building permit from a port authority

Dear Mr. Sessums:

This is in response to your request for an opinion on substantially the following question:

Can the City of Tampa require the Tampa Port Authority to obtain a building permit for the construction of a building upon authority property within the city limits of Tampa?

Your inquiry states that recently the City of Tampa began requiring the Tampa Port Authority to obtain building permits for the construction of small utility buildings designed in-house by your engineering staff and constructed by your own maintenance employees on Authority property. During a telephone conversation with your office, your assistant stated that the proposed building will be approximately 600 square feet and in the nature of a storage room; the use or storage of electrical equipment is not contemplated as a purpose or use of the building. Your inquiry also states that these permits and the professional services required to obtain them are an item of considerable expense to the port authority, which operates with public funds. Thus, you inquire whether the city can require the port authority to obtain such permits for construction within the city limits. For the following reasons, your question is answered in the affirmative.

Chapter 553, Part VI, the "Florida Building Codes Act" expressly provides in s. 553.73 that local governments with building construction regulation responsibilities shall adopt a building code which shall cover all types of construction. Sections 553.79 and 553.80 similarly provide for comprehensive application and enforcement of Ch. 553, Part VI and local building codes adopted under it to "any building within the state." See also s. 553.73(5) and (6) (the latter providing that the specific model code of the State Minimum Building Codes adopted by a municipality shall

regulate every type of building or structure, wherever it might be situated in the code enforcement jurisdiction).

Thus, Ch. 553, Part VI contemplates that local enforcement agencies, such as municipalities, shall adopt and enforce a building code to cover all types of construction, and that the specific model code adopted shall regulate every type of building located within the jurisdiction of the local enforcement agency. Nowhere in Part VI of Ch. 553 is exception made for construction by special districts such as the Tampa Port District or its governing body, The Tampa Port Authority.

I note also the case of Hills borough Association for Retarded Citizens, Inc. v. City of Temple Terrace, 332 So.2d 610 (Fla. 1976), affirming the decision of the Second District Court of Appeal in City of Temple Terrace v. Hills borough Association for Retarded Citizens, Inc., 322 So.2d 571 (2 D.C.A. Fla., 1975). The issue in that case was the extent to which agencies of the state are subject to municipal zoning ordinances. Both opinions stressed that the zoning powers of municipalities are derived from Article III, s. 2(b) of the Florida Constitution, by way of the Municipal Home Rule Powers Act, s. 166.021(4), F.S., and thus recognized that the police powers of municipalities are constitutionally delegated ones. The Supreme Court opinion went on to hold that only where a specific legislative directive requires a nonconforming use would there be immunity from local zoning regulations, and only then would the balancing of interests test not be applicable to the proposed land use. The Supreme Court opinion in *Temple Terrace* also distinguished the situation in *Dickinson v. City of Tallahassee*, 325 So.2d 1 (Fla. 1975), from that in *Temple Terrace*, noting that the doctrine of sovereign immunity, although controlling in the taxation area, did not apply because the power of municipalities to zone was derived from the Constitution.

I also direct your attention to the case of City of Treasure Island v. Decker, 174 So.2d 756 (2 D.C.A. Fla., 1965) (holding that the City of St. Petersburg could impose its zoning regulations upon the City of Treasure Island with respect to a toll facility located partly within the city limits of St. Petersburg. The court emphasized that the statute authorizing the toll facility did not specifically exempt it from the city's zoning authority). Cf. *Orange County v. City of Apopka*, 259 So.2d 652 (4 D.C.A. Fla., 1974) (adhering to the rule that one governmental unit, in the use of its extraterritorial property, is bound by the zoning regulations of another unit, in the absence of specific legislative authority to the contrary); and *Palm Beach County v. Town of Palm Beach*, 310 So.2d 384 (4 D.C.A. Fla., 1975) (adhering to the rule set forth in *City of Apopka*, and holding that the county was bound by zoning regulations of the municipality in the use of county property located within the municipality). Accord, AGO 076-114 (concluding that the recently developed general rule in Florida is that unless the Legislature determines otherwise, one governmental unit in the use of its property located within the jurisdictional boundaries of another governmental unit, is bound by the zoning regulations of the latter). That opinion also noted that the same reasoning applicable to inter-governmental zoning questions should be equally applicable to building code questions that arise on an inter-governmental basis, and that in the absence of express legislative provision otherwise, certain property not specifically exempted by s.

253.033(2), F.S., should be subject to the building regulations of the City of North Miami. See also AGO 073-369 (concluding that since the ability to enact both building codes and zoning regulations falls under the police power, the rationale of City of Treasure Island v. Decker, *supra*, should also govern applicability of county building regulations on municipal property located outside the city limits, in the absence of any specific statute providing an exemption). Compare AGO 079-37 (discussing s. 235.26, F.S., as an example of a statute which exempts construction from local building codes). Section 315.03, F.S., is merely a grant of powers to acquire, construct and operate port facilities, and s. 315.04 provides generally that except as required by ss. 315.03(1) and 315.04, the consent of other governmental entities, except for the Board of Trustees of the Internal Improvement Trust Fund, shall not be required for the exercise of port facility powers granted by Ch. 315, the "1959 Port Facilities Financing Law." In my opinion, however, s. 315.04, F.S., read *in pari materia* with s. 315.03(1) and Ch. 553, Part VI, simply does not furnish the specific exemption or immunity from local building codes which is necessary under the above authorities. Moreover, Ch. 553, Part VI, specifically governs the subject of building code regulation by local governments and is the latest expression of legislative will on this subject.

Additionally, my research has not revealed, nor have you brought to my attention, any provision of Ch. 23338, 1945, Laws of Florida, the original enabling legislation of the Tampa Port District and its governing board, The Tampa Port Authority, or any provision in subsequent amendatory legislation, that exempts the Port District or the Authority from local building regulations. Accordingly, I must conclude that the Port District and the Authority should be subject to building codes adopted by the City of Tampa under Ch. 553, Part VI.

In summary, unless or until legislatively determined otherwise, it is my opinion that the Tampa Port Authority is subject to the City of Tampa's building regulations, and that the city may require the port authority to obtain a building permit for the construction of a building upon Authority property within the city limits of Tampa and to submit to inspection by city building inspectors.

Sincerely,

Jim Smith
Attorney General

Prepared By:

Anne Curtis Terry
Assistant Attorney General

RE: Port of Fernandina Marine Highway Designation Letter of Support Request

Chip Ross

To:

M

[Laura DiBella \[laura@nassauflorida.com\]](mailto:laura@nassauflorida.com)

Cc:

M

[Chip Ross](#); Chris.ragucci@worldwideterminals.com; [Dale Martin](#); santrylaw@gmail.com; sturgesslaw@mail.com

Good morning:

What are the physical and institutional issues at the Port of Fernandina Marine Highway access point concerning a barge port?

Please identify the current and future landside access issues and potential solutions at the Port of Fernandina concerning a barge port?

Please provide a regional commodity flow analysis to determine how commodities are expected to move between Marine Highway access points and from the access points to surrounding regions.

Before I endorse this I need to understand the truck and rail impact on the surrounding neighborhood and the City. This would be a good topic to discuss at our upcoming joint meeting.

Thanks

chip ross

From: Laura DiBella [laura@nassauflorida.com]

Sent: Tuesday, March 05, 2019 9:50 AM

Cc: Barb Amergian

Subject: Port of Fernandina Marine Highway Designation Letter of Support Request

Hello and Good Morning, Friends of the Port of Fernandina,

I hope this email finds you well.

The Port of Fernandina, Ocean Highway and Port Authority, along with its new(ish) terminal operator, Worldwide Terminals Fernandina, has been making great strides in the past year and is now seeking your support as it plans to apply for an America's Marine Highway Designation for a container barge service originating from Fernandina, with calls potentially to the Port of Brunswick, Savannah and Charleston – a very high truck traffic corridor at present.

This official designation by MARAD will enable the port to apply for grant funding to implement this short sea shipping barge service, aptly dubbed the Fernandina Express Container Barge Service, that, in tandem with our on-dock rail system, will ultimately take a tremendous amount of truck traffic off our roadways as cargo moves to and from North Florida to the above markets in the Southeast.

I have included an example letter with language that you are free to use, and I cannot stress enough that the support from our partners - from local, to state, to national - is absolutely crucial in making this designation a reality. We are hoping to have you on board Team Fernandina!!

Please feel free to contact me at any time should you have any questions and thank you, thank you in advance!!!

Laura DiBella

Executive Director | Port Director

Nassau County Economic Development Board |

Port of Fernandina - Ocean Highway & Port Authority

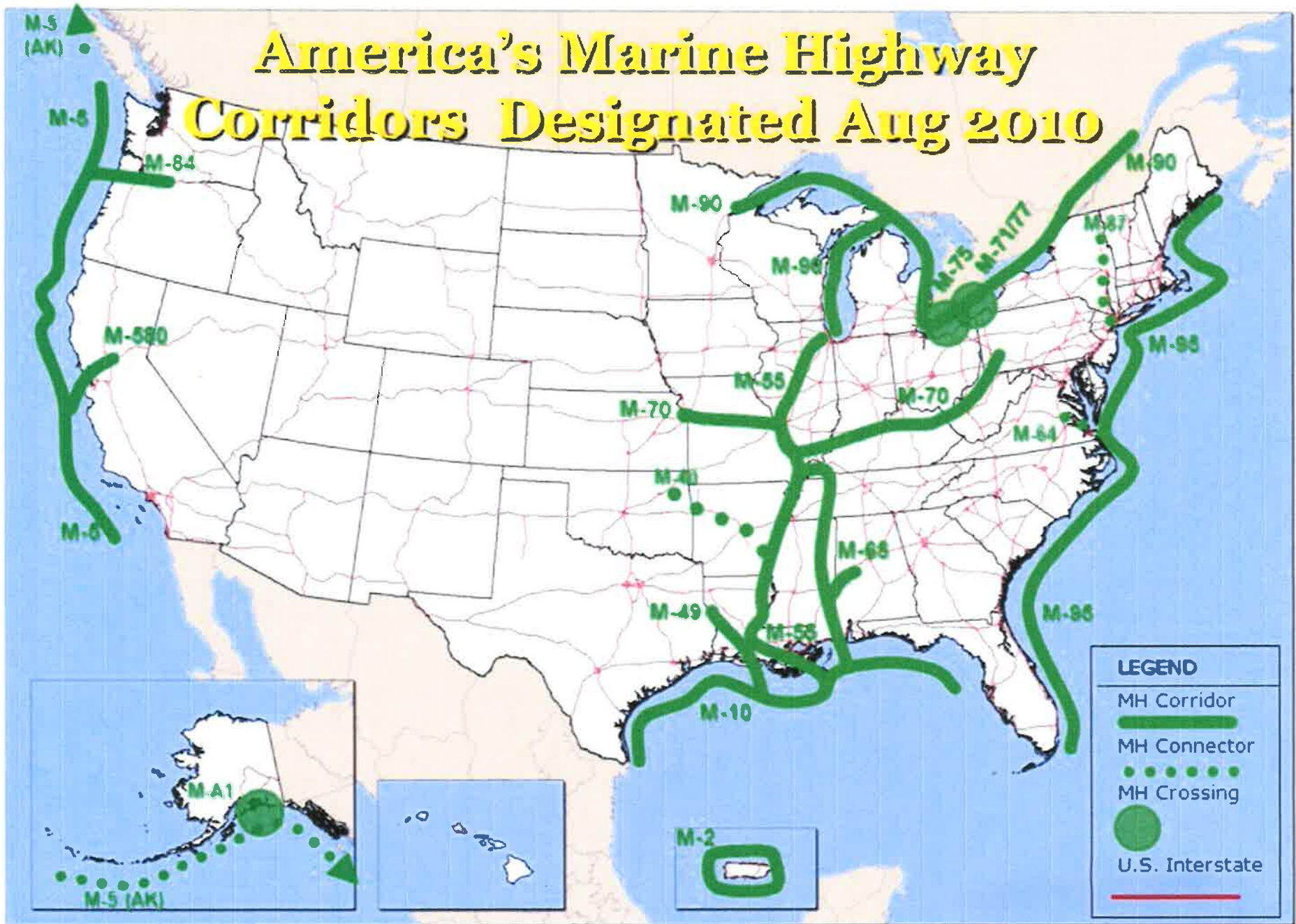
76346 William Burgess Blvd, Yulee, FL 32097

Office: 904.225.8878 | Cell: 561.756.3132

NassauFlorida.com | PortofFernandina.org

Laura@NassauFlorida.com

America's Marine Highway Corridors Designated Aug 2010

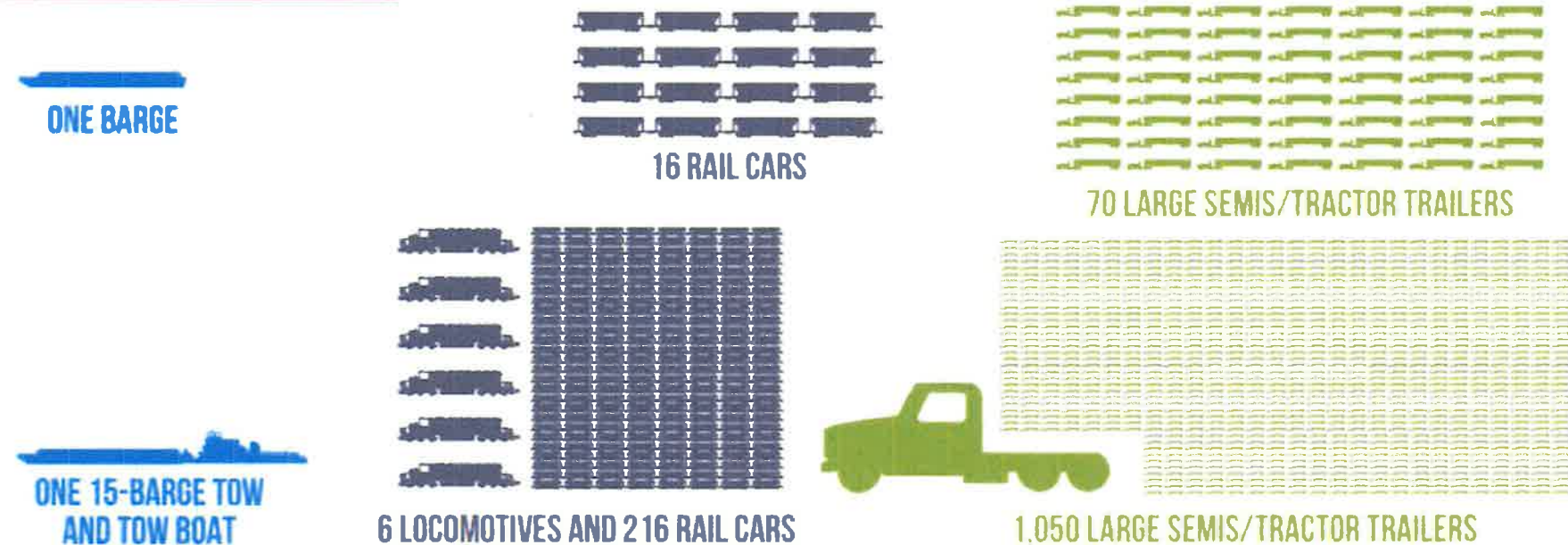


COMPARE ...

CARGO CAPACITY



EQUIVALENT UNITS



EQUIVALENT LENGTHS

