



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MAY 21, 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 Noel Roberts of North 14th Street Baptist Church.

4. PROCLAMATIONS / PRESENTATIONS

4.1 **PROCLAMATION - RECOGNITION OF MS. KIERSTEN LONDON** - *Recognizes the outstanding achievements of Fernandina Beach High School Senior Ms. Kiersten London. Ms. London, along with her family, and members of the Nassau County Boys & Girls Club will be in attendance to accept the Proclamation.*

4.2 **PROCLAMATION - RECOGNITION OF COACH ANTHONY "ANDY" FRANCIS** - *Recognizes Amelia Island Youth Soccer Coach Anthony "Andy" Francis for excellence in coaching. Coach Francis and members of the local soccer community will be in attendance to accept the Proclamation.*

4.3 **PROCLAMATION - "NATIONAL SAFE BOATING WEEK"** - *Proclaims the week of May 18-24, 2019, as "National Safe Boating Week." U.S. Coast Guard Auxiliary Flotilla Vice Commander Flotilla 14-1 Amelia Island Mr. Walter Lavender will be in attendance to accept the Proclamation with other members of the U.S. Coast Guard.*

4.4 **PRESENTATION - NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION (TPO)** – *Ms. Wanda Forrest, Transportation Planning Manager of the North Florida TPO, will provide a brief update and answer questions regarding projects planned and programmed for the area.*

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

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

6. CONSENT AGENDA

- 6.1 **FACILITIES USE AGREEMENT - DRIVING DYNAMICS, INC. - RESOLUTION 2019-78** APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT ADVANCED SAFE DRIVER TRAINING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Driving Dynamics, Inc. for advanced safe driver training at the Fernandina Beach Municipal Airport.*
- 6.2 **VOLUNTARY ANNEXATION AGREEMENT - 627 DONNIE LANE - RESOLUTION 2019-79** APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED AT 627 DONNIE LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located on 627 Donnie Lane (Parcel ID: 00-00-30-0660-0005-0000). Also approves the Voluntary Annexation Petition.*

7. RESOLUTIONS

- 7.1 **WORK ORDER 19-86 - PASSERO ASSOCIATES, LLC - RESOLUTION 2019-80** APPROVING WORK ORDER 19-86 WITH PASSERO ASSOCIATES, LLC TO PROVIDE SITE CONFIRMATION, PROGRAM DEVELOPMENT AND PROJECT BUDGET SERVICES FOR PROPOSED DUAL-PURPOSE FIRE STATION AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Work Order 19-86 with Passero Associates, LLC in an amount not to exceed \$151,000.*
- 7.2 **LINE OF CREDIT NOTE, SERIES 2019 - MARINA - RESOLUTION 2019-81** AUTHORIZING THE ISSUANCE OF ITS CITY OF FERNANDINA BEACH, FLORIDA LINE OF CREDIT NOTE, SERIES 2019, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO REIMBURSE AND FUND CAPITAL IMPROVEMENTS INCLUDING CERTAIN IMPROVEMENTS TO THE CITY OWNED MARINA; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AND FROM CERTAIN FEMA REIMBURSEMENTS AS PROVIDED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTE "BANK QUALIFIED" STATUS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Approves the execution of various documents pertaining to the Line of Credit Note, Series 2019.*
- 7.3 **INTERIM INTERLOCAL AGREEMENT - NASSAU COUNTY SCHOOL BOARD AND BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY - RESOLUTION 2019-82** ACKNOWLEDGING AN INTERIM INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL CONCURRENCY BETWEEN THE NASSAU COUNTY SCHOOL BOARD AND BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Acknowledging an interim interlocal agreement between the Nassau County School Board and the Nassau County Board of County Commissioners.*
- 7.4 **SETTLEMENT AGREEMENT - JUAN CARLOS GIL - RESOLUTION 2019-83** APPROVING AN AGREEMENT OF SETTLEMENT IN THE CASE OF JUAN CARLOS GIL V. CITY OF FERNANDINA BEACH IN THE AMOUNT OF \$8,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the General Release in the case of Juan Carlos Gil v. City of Fernandina Beach, Case No.: 3:19-cv-181-J32PDB.*

- 7.5 ***Quasi-judicial - FINAL PLAT APPROVAL - AMELIA PARK LAKESIDE*** - RESOLUTION 2019-84 APPROVING FINAL PLAT, PAB CASE 2019-04 TITLED “AMELIA PARK LAKESIDE”; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled “Amelia Park Lakeside” as a final plat.*
- 7.6 **OPTION TO PURCHASE AGREEMENT AMENDMENT - THE EPISCOPAL CHURCH IN THE DIOCESE OF FLORIDA, INC.** - RESOLUTION 2019-85 AMENDING THE OPTION TO PURCHASE AGREEMENT WITH THE EPISCOPAL CHURCH IN THE DIOCESE OF FLORIDA, INC. FOR ONE PARCEL OF VACANT LAND EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET FOR THE PURPOSE OF CHANGING THE PERPETUAL NAMING RIGHTS PROVISION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the requested amendment to the Option to Purchase Agreement with The Episcopal Church in the Diocese in Florida, Inc. and the City Commission agrees to name the property, “Bishop John Freeman Young Park.”*
- 7.7 **FRANCHISE AGREEMENT - AMELIA HISTORIC TOURS, LLC** - RESOLUTION 2019-86 APPROVING A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA HISTORIC TOURS, LLC FOR A SIGHTSEEING BUSINESS USING VANS FOR TOURS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Non-Exclusive Franchise Agreement with Amelia Historic Tours, LLC.*

8. ORDINANCES - FIRST READING

- 8.1 **LAND DEVELOPMENT CODE AMENDMENT - BOARD MEMBER VACANCIES AND REMOVALS** - ORDINANCE 2019-11 AMENDING LAND DEVELOPMENT CODE (LDC) SECTION 9.01.04 (REMOVALS AND VACANCIES OF BOARD MEMBERS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to board member vacancies and removals.*
- 8.2 **LAND DEVELOPMENT CODE AMENDMENT - AUTOMATED TELLER MACHINES** - ORDINANCE 2019-12 AMENDING LAND DEVELOPMENT CODE (LDC) SECTIONS 1.07.00 (ACRONYMS AND DEFINITIONS), 8.01.01 (F) ADDING STANDARDS FOR AUTOMATIC TELLER MACHINES IN THE HISTORIC DISTRICTS, SECTION 8.03.03 (B) CERTIFICATE OF APPROVAL MATRIX, AND SECTION 6.03.00 PERMISSIBLE AND PROHIBITED USES WITHIN COMMERCE PARKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to Automated Teller Machines in the Historic Districts.*
- 8.3 **LAND DEVELOPMENT CODE AMENDMENT - TRIPLEX AND MULTI-FAMILY RESIDENTIAL USES** - ORDINANCE 2019-13 AMENDING LAND DEVELOPMENT CODE (LDC) SECTIONS 2.03.02 (TABLE OF LAND USES), TO MAKE PERMISSIBLE TRIPLEX AND MULTI-FAMILY RESIDENTIAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to Triplex and Multi-Family Residential Uses.*

9. CITY COMMISSION DISCUSSION

- 9.1 **LAND CONSERVATION** A. *Amelia River Golf Course (Commissioner Lednovich)* B. *Conservation Referendum Language (Commissioner Ross).*
- 9.2 **WATERFRONT PARK DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

- 9.3 **FUTURE LAND USE MAP AND ZONING MAP CORRECTIONS** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 9.4 **CONGESTION CHARGING** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Recognition of Ms. Kiersten London

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the outstanding achievements of Fernandina Beach High School Senior Ms. Kiersten London. Ms. London, along with her family, and members of the Nassau County Boys & Girls Club will be in attendance to accept the Proclamation.

This item is placed on the agenda at the request of Mayor Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 5/1/2019
Dale Martin, City Manager 5/10/2019

Submitted By: 
Caroline Best, City Clerk

Date: April 29, 2019

COMMISSION ACTION:

Proclamation

WHEREAS, it is with hometown pride and distinction that the City of Fernandina Beach recognizes the outstanding achievements of Fernandina Beach High School Senior Ms. Kiersten London; and

WHEREAS, Ms. London is a proud member of the Nassau County Boys & Girls Club where she consistently subscribes to Club Code: I believe in God and the right to worship according to my own faith and religion; I believe in America and the American way of life, in the Constitution, and the Bill of Rights; I believe in fair play, honesty, and sportsmanship; I believe in my Boys & Girls Club which stands for all these things; and

WHEREAS, as President of the Boys & Girls Club Keystone Club, Ms. London provides leadership development experience opportunities for young people of fourteen to eighteen years of age to participate in activities within three focus areas: academic success, career preparation and community service; and

WHEREAS, the Kiwanis Club of Orlando recently awarded Ms. London the prestigious honor of: Youth of the Year 4th Finalist, which recognizes members of Boys & Girls Clubs who represent and exemplify the organization's three priorities: Academic Success; Good Character & Citizenship; and Healthy Lifestyles; and

WHEREAS, Ms. London is a member of the "Tipping the Scales Program," an A-B honor roll student, a peer tutor, an anti-bullying mentor, and an excellent role model to her younger siblings; and

WHEREAS, despite her accomplishments, Ms. London remains exceptionally humble and grateful for her loving family, friends and community. Kiersten believes wholeheartedly that if you commit to a goal, work hard and stay consistent, there is nothing you cannot achieve.

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

MS. KIERSTEN LONDON

on her many achievements and call upon citizens of Fernandina Beach to follow Ms. London's mantra to commit to your goals and stay consistent!

IN WITNESS WHEREOF, I, John A. Miller, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Recognition of Coach Anthony "Andy" Francis

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing Amelia Island Youth Soccer Coach Anthony "Andy" Francis for excellence in coaching. Coach Francis and members of the local soccer community will be in attendance to accept the Proclamation.

This item is placed on the agenda at the request of Mayor Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Caroline Best, City Clerk	5/2/2019
Dale Martin, City Manager	5/10/2019

Date: May 02, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Amelia Island Youth Soccer Coach Anthony “Andy” Francis is passionate about teaching Fernandina Beach children the fundamentals of soccer while developing individual and team skills in a safe, structured, and fun environment; and

WHEREAS, Coach Francis has instructed hundreds of children as young as three years old through high school. All the while, promoting excellence, individual performance and personal improvement with nurturing words, kind encouragement and positive reinforcement; and

WHEREAS, during his coaching tenure, Coach Francis has taken this local soccer program to new heights and is widely regarded as one of the best soccer mentors in Amelia Island Youth Soccer; and

WHEREAS, under Coach Francis’ leadership, Amelia Island Youth Soccer has become a model of excellence and consistency. His players are exceptionally well-prepared and disciplined. Participants exhibit mental and physical conditioning which enables them to remain poised, confident and able to execute under competitive pressure; and

WHEREAS, year after year, Coach Francis selflessly dedicates countless volunteer hours to our community’s youth. He is an exceptional role model. The lessons Coach Andy teaches on the field - unwavering pride, spirit and self-confidence helps develop children into capable young adults and future leaders.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby sincerely thank

COACH ANTHONY “ANDY” FRANCIS

for his steadfast devotion and continuous and faithful leadership in this community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"National Safe Boating Week"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing May 18-24, 2019 as, "National Safe Boating Week."

U.S. Coast Guard Auxiliary Flotilla Vice Commander Flotilla 14-1 Amelia Island Mr. Walter Lavender will be in attendance to accept the Proclamation with other members of the U.S. Coast Guard.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 5/10/2019



Date: April 29, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, America's waterways are conduits to creating lasting memories, to discovering worlds of adventure, and to generating economic opportunity. "National Safe Boating Week" is an occasion to bring special attention to a national pastime and to remind boaters, and their loved ones, to stay safe and responsible while exploring our nation's lakes, rivers, streams and oceans; and

WHEREAS, before embarking on any boating journey, Americans should prepare for potential hazards by remembering to check the forecast, file a float plan, perform a vessel safety check, and confirm the vessel has essential safety equipment, including life jackets, fire extinguishers and weather radios. Boaters should also be ready for sudden weather changes that can affect a voyage -- thunderstorms, wind shifts, and fog can often occur without warning; knowing how to respond to dangerous weather conditions can save lives; and

WHEREAS, to help ensure a great day out on the water does not end in tragedy; boaters and their passengers should wear life jackets at all times. Always wearing a life jacket, and refraining from drinking while boating, dramatically increases the safety and well-being of those enjoying pleasure craft activities. Each year, approximately three-fourths of mariner fatalities could easily be avoided by wearing life jackets; and

WHEREAS, thanks to the courageous women and men who serve our Nation and protect our waters; the United States Coast Guard stands always ready to help keep Americans safe at sea. As we look forward to spending time with loved ones this summer and taking advantage of all our scenic waters have to offer, I encourage everyone to learn more about responsible boating. Together, we can enjoy the beauty and bounty of the water and avoid preventable injuries and property damage.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim the week of May 18-24, 2019, as:

"NATIONAL SAFE BOATING WEEK"

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
North Florida Transportation Planning Organization (TPO)

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: The North Florida TPO is developing the Transportation Improvement Program (TIP) for FY 2019/2020 through FY 2023/2024. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

The TPO wishes to increase public involvement in developing the TIP and to inform the City Commission as to the projects planned and programmed for the area. Ms. Wanda Forrest will be present to give a brief presentation and answer questions.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 5/10/2019

Date: March 21, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:



March 20, 2019

The Honorable John A. Miller, Mayor
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mayor Miller:

The North Florida TPO is developing the ***Transportation Improvement Program (TIP) for Fiscal Years 2019/2020 through 2023/2024***. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

To increase public involvement in developing the TIP and to inform the Fernandina Beach City Commission as to the projects planned and programmed for the area, I would like to make a brief presentation at your **Tuesday, May 21** meeting. The presentation should take no more than 10 minutes and I will gladly answer any questions.

We look forward to meeting with you.

Sincerely,

Wanda Forrest
Transportation Planning Manager

PLAN • FUND • MOBILIZE

NORTH FLORIDA TPO

**Transportation Improvement
Program FY 2019/20 - 2023/24**

Nassau County

Section H - Nassau County State Highway / Aviation / Port Projects (FDOT)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
AMELIA ISL PKWY TRAIL FROM BAILEY RD TO 14TH ST - 4373361						*Non-SIS*	
BIKE PATH/TRAIL						Length: .711	
Responsible Agency: NASSAU CO.							
PE	TALU	166,500	0	0	0	0	166,500
CST	TALT	0	0	0	0	234,607	234,607
CST	TALU	0	0	0	0	475,000	475,000
Total		166,500	0	0	0	709,607	876,107
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	876,107
AMELIA ISL PKWY TRAIL FROM SR A1A (8TH ST) TO BAILEY RD - 4373371						*Non-SIS*	
BIKE PATH/TRAIL						Length: .829	
Responsible Agency: NASSAU CO.							
PE	TALU	166,500	0	0	0	0	166,500
Total		166,500	0	0	0	0	166,500
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	166,500
AMELIA ISL PKWY TRAIL FROM SR A1A (FLETCHER AVE) TO VIA DEL REY - 4373341						*Non-SIS*	
BIKE PATH/TRAIL						Length: .837	
Responsible Agency: NASSAU CO.							
PE	TALU	166,500	0	0	0	0	166,500
CST	TALU	0	0	0	589,696	0	589,696
Total		166,500	0	0	589,696	0	756,196
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	756,196

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
AMELIA ISL PKWY TRAIL FROM VIA DEL REY TO 14TH ST - 4373351						*Non-SIS*	
BIKE PATH/TRAIL						Length: .866	
Responsible Agency: NASSAU CO.							
PE	TALT	165,000	0	0	0	0	165,000
PE	TALU	1,500	0	0	0	0	1,500
CST	TALT	0	0	0	0	167,959	167,959
CST	TALU	0	0	0	0	832,868	832,868
Total		166,500	0	0	0	1,000,827	1,167,327
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	1,167,327
ASH STREET IN FERNANDINA BEACH RR CROSSING #620819P - 4441131						*Non-SIS*	
RAIL SAFETY PROJECT						Length: .100	
Responsible Agency: FDOT							
RRU	RHH	336,639	0	0	0	0	336,639
CST	ACSA	1,001	0	0	0	0	1,001
Total		337,640	0	0	0	0	337,640
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	337,640
CENTRE ST RAILROAD CROSSING NO. 620820J - 4439831						*Non-SIS*	
RAIL SAFETY PROJECT						Length: .100	
Responsible Agency: FDOT							
RRU	RHH	346,892	0	0	0	0	346,892
CST	ACSA	1,001	0	0	0	0	1,001
Total		347,893	0	0	0	0	347,893
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	347,893

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CITRONA DRIVE FROM HICKORY ST TO BEECH ST - 4412411						*Non-SIS*	
SIDEWALK						Length: .526	
Responsible Agency: NASSAU CO.							
PE	TALU	50,707	0	0	0	0	50,707
CST	TALU	0	0	0	248,883	0	248,883
Total		50,707	0	0	248,883	0	299,590
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>299,590</i>
CR 108 FROM MIDDLE RD TO US 17 - 4394961						*Non-SIS*	
SAFETY PROJECT						Length: 9.531	
Responsible Agency: FDOT							
CST	ACSS	3,215,934	5,000	0	0	0	3,220,934
Total		3,215,934	5,000	0	0	0	3,220,934
<i>Prior Cost < 2019/20</i>		<i>568,490</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>3,789,424</i>
CR 108 FROM BAY RD (CR 115) TO MIDDLE RD (CR 121 A) - 4412141						*Non-SIS*	
WIDEN/RESURFACE EXIST LANES						Length: 7.803	
Responsible Agency: NASSAU CO.							
CST	ACSS	0	3,541,225	0	0	0	3,541,225
Total		0	3,541,225	0	0	0	3,541,225
<i>Prior Cost < 2019/20</i>		<i>836,540</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>4,377,765</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CR 121 FROM CR 2 TO US 1 - 4412171						*Non-SIS*	
SIGNING/PAVEMENT MARKINGS						Length: 19.098	
Responsible Agency: NASSAU CO.							
CST	ACSS	0	378,894	0	0	0	378,894
CST	SA	0	15,474	0	0	0	15,474
Total		0	394,368	0	0	0	394,368
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>394,368</i>
CR 200A OVER LOFTON CREEK BRIDGE #740069 - 4374071						*Non-SIS*	
BRIDGE REPLACEMENT						Length: .100	
Responsible Agency: FDOT							
CST	DS	0	126	0	0	0	126
CST	ACBR	0	3,246,415	0	0	0	3,246,415
Total		0	3,246,541	0	0	0	3,246,541
<i>Prior Cost < 2019/20</i>		<i>1,529,453</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>4,775,994</i>
D2-NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE AGREEMENT - 4135321						*Non-SIS*	
TRAFFIC CONTROL DEVICES/SYSTEM						Length: .000	
Responsible Agency: NASSAU CO.							
OPS	DDR	141,619	147,886	149,447	156,055	0	595,007
Total		141,619	147,886	149,447	156,055	0	595,007
<i>Prior Cost < 2019/20</i>		<i>886,586</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>1,481,593</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
DYAL RD FROM MAILBOX #36579 TO MAILBOX #36821 - 4396711						*Non-SIS*	
ROAD RECONSTRUCTION - 2 LANE						Length: .389	
Responsible Agency: NASSAU CO.							
CST	GRSC	550,000	0	0	0	0	550,000
Total		550,000	0	0	0	0	550,000
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	550,000
FERNANDINA BCH APT DESIGN & CONST FUEL FARM AT NEW TERMINAL PFL0004327 - 4380351						*Non-SIS*	
AVIATION REVENUE/OPERATIONAL						Length: .000	
Responsible Agency: Fernandina Beach							
CAP	DDR	275,000	0	0	0	0	275,000
CAP	LF	68,750	0	0	0	0	68,750
Total		343,750	0	0	0	0	343,750
Prior Cost < 2019/20		56,250	Future Cost > 2023/24		0	Total Project Cost	400,000
FERNANDINA BCH APT DESIGN & CONST T-HANGARS PFL0004309 - 4349091						*Non-SIS*	
AVIATION REVENUE/OPERATIONAL						Length: .000	
Responsible Agency: Fernandina Beach							
CAP	DPTO	100,000	620,000	0	0	0	720,000
CAP	DDR	15,000	0	0	0	0	15,000
CAP	LF	115,000	620,000	0	0	0	735,000
Total		230,000	1,240,000	0	0	0	1,470,000
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	1,470,000

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
FERNANDINA BCH APT DESIGN & CONSTRUCT HANGARS IN NORTH AREA PFL0007380 - 4400241						*Non-SIS*	
AVIATION PRESERVATION PROJECT						Length: .000	
Responsible Agency: Fernandina Beach							
CAP	DDR	0	0	0	1,500,000	0	1,500,000
CAP	LF	0	0	0	1,500,000	0	1,500,000
Total		0	0	0	3,000,000	0	3,000,000
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	3,000,000
FERNANDINA BCH APT DESIGN NORTH AIRCRAFT PARKING REHAB PFL0010451 - 4367691						*Non-SIS*	
AVIATION CAPACITY PROJECT						Length: .000	
Responsible Agency: Fernandina Beach							
CAP	DPTO	8,334	0	0	0	0	8,334
CAP	LF	8,334	0	0	0	0	8,334
CAP	FAA	150,000	0	0	0	0	150,000
Total		166,668	0	0	0	0	166,668
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	166,668
FERNANDINA BEACH MUNICIPAL APT REHAB TAXILANE & HANGAR B APRON PVMNT - 4444111						*Non-SIS*	
AVIATION PRESERVATION PROJECT						Length: .000	
Responsible Agency: Fernandina Beach							
CAP	DPTO	0	0	0	0	750,000	750,000
CAP	LF	0	0	0	0	187,500	187,500
Total		0	0	0	0	937,500	937,500
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	937,500

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
FERNANDINA BEACH MUNICIPAL APT RW 4/22 REHAB - 4438091						*Non-SIS*	
AVIATION PRESERVATION PROJECT						Length: .000	
Responsible Agency: Fernandina Beach							
CAP	DDR	10,000	0	0	0	0	10,000
CAP	LF	5,000	100,000	0	0	0	105,000
CAP	FAA	150,000	2,000,000	0	0	0	2,150,000
CAP	DPTO	0	100,000	0	0	0	100,000
Total		165,000	2,200,000	0	0	0	2,365,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>2,365,000</i>
HILLARD AIRPARK - LAND PURCHASE ALONG EASTWOOD ROAD - 4444951						*Non-SIS*	
AVIATION REVENUE/OPERATIONAL						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	0	0	0	50,000	50,000
Total		0	0	0	0	50,000	50,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>50,000</i>
HILLIARD AIRPARK - MASTER PLAN/ALP UPDATE PFL12470 - 4444691						*Non-SIS*	
AVIATION CAPACITY PROJECT						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	0	0	0	40,000	40,000
CAP	FAA	0	0	0	0	360,000	360,000
Total		0	0	0	0	400,000	400,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>400,000</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
HILLIARD AIRPARK ACQUIRE TRACTOR AND ATTACHMENTS PFL0010628 - 4380581						*Non-SIS*	
AVIATION REVENUE/OPERATIONAL						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	86,000	0	0	0	86,000
	Total	0	86,000	0	0	0	86,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>86,000</i>
HILLIARD AIRPARK DESIGN & CONSTRUCT NEW MAINTENANCE BUILDING - 4444131						*Non-SIS*	
AVIATION REVENUE/OPERATIONAL						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	0	0	0	125,000	125,000
	Total	0	0	0	0	125,000	125,000
<i>Prior Cost < 2019/20</i>		<i>287,500</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>412,500</i>
HILLIARD AIRPARK RELOCATE DISPLACED RW 36 THRESHOLD - 4444121						*Non-SIS*	
AVIATION PRESERVATION PROJECT						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	0	0	0	11,000	11,000
CAP	FAA	0	0	0	0	99,000	99,000
	Total	0	0	0	0	110,000	110,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>110,000</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
HILLIARD APK DESIGN & CONSTRUCT HANGARS PFL0011464 - 4417511						*Non-SIS*	
AVIATION REVENUE/OPERATIONAL						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	0	0	340,000	0	340,000
	Total	0	0	0	340,000	0	340,000
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	340,000
HILLIARD APK INSTALL SECURITY FENCING FOR NEWLY ACQ LAND SOUTH OF APK - 4438111						*Non-SIS*	
AVIATION SAFETY PROJECT						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	36,000	0	0	0	36,000
CAP	FAA	0	324,000	0	0	0	324,000
	Total	0	360,000	0	0	0	360,000
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	360,000
HILLIARD APK REALIGN PEA FARM ROAD ON NORTH END PFL0009613 - 4365901						*Non-SIS*	
AVIATION PRESERVATION PROJECT						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	13,000	504,000	0	0	0	517,000
	Total	13,000	504,000	0	0	0	517,000
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	517,000

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
HILLIARD APK SECURITY FENCING FOR NEWLY ACQ LAND N OF APK - 4438101						*Non-SIS*	
AVIATION SECURITY PROJECT						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	0	60,000	0	0	0	60,000
CAP	FAA	0	540,000	0	0	0	540,000
Total		0	600,000	0	0	0	600,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>600,000</i>
HILLIARD APT CONST REALIGNED PEA FARM RD BEYOND RW 36 TO RPZ PFL11462 - 4417461						*Non-SIS*	
AVIATION PRESERVATION PROJECT						Length: .000	
Responsible Agency: Hilliard							
CAP	DPTO	87,000	0	0	0	0	87,000
CAP	FAA	783,000	0	0	0	0	783,000
Total		870,000	0	0	0	0	870,000
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>870,000</i>
I-95 NB & SB (SR 9) TIDE CREEK BRIDGE NO740033 & NO740074 - 4412001						*SIS*	
BRIDGE-REPAIR/REHABILITATION						Length: .060	
Responsible Agency: FDOT							
CST	DIH	0	36,156	0	0	0	36,156
CST	BRRP	0	2,929,382	0	0	0	2,929,382
Total		0	2,965,538	0	0	0	2,965,538
<i>Prior Cost < 2019/20</i>		<i>67,060</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>3,032,598</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
I-95 NB (SR 9) / ST MARY'S RIVER BRIDGE NO. 740089 - 2134632						*SIS*	
BRIDGE-REPAIR/REHABILITATION						Length: .237	
Responsible Agency: FDOT							
PE	DIH	0	95,572	0	0	0	95,572
PE	BRRP	0	955,715	0	0	0	955,715
CST	DIH	0	0	0	202,520	0	202,520
CST	BRRP	0	0	0	4,255,150	0	4,255,150
Total		0	1,051,287	0	4,457,670	0	5,508,957
Prior Cost < 2019/20		0	Future Cost > 2023/24	0	Total Project Cost		5,508,957
NASSAU COUNTY FED SECT 5311 RURAL TRANSIT FUNDING - 4272631						*Non-SIS*	
OPERATING/ADMIN. ASSISTANCE						Length: .000	
Responsible Agency: Nassau Co COA							
OPS	DU	448,263	470,676	494,210	518,920	544,866	2,476,935
OPS	LF	448,263	470,676	494,210	518,920	544,866	2,476,935
Total		896,526	941,352	988,420	1,037,840	1,089,732	4,953,870
Prior Cost < 2019/20		4,055,872	Future Cost > 2023/24	0	Total Project Cost		9,009,742
NASSAU OPERATIONAL FUNDS TO SUPPORT JOB ACCESS TRANSPORTATION 5316 - 4360831						*Non-SIS*	
TRANSIT IMPROVEMENT						Length: .000	
Responsible Agency: NASSAU CO.							
OPS	DPTO	194,989	198,653	0	0	0	393,642
OPS	LF	194,989	198,653	0	0	0	393,642
Total		389,978	397,306	0	0	0	787,284
Prior Cost < 2019/20		719,460	Future Cost > 2023/24	0	Total Project Cost		1,506,744

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PAGES DAIRY RD (CR200A) CROSSING NO. 620799F - 4439851						*Non-SIS*	
RAIL SAFETY PROJECT						Length: .200	
Responsible Agency: FDOT							
RRU	RHH	225,694	0	0	0	0	225,694
Total		225,694	0	0	0	0	225,694
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	225,694
RIVER RD FROM CR 121 TO US 1 - 4432481						*Non-SIS*	
PAVE SHOULDERS						Length: 10.952	
Responsible Agency: Responsible							
PE	ACSS	42,849	0	0	0	0	42,849
PE	SA	820	0	0	0	0	820
CST	ACSS	0	0	189,807	0	0	189,807
Total		43,669	0	189,807	0	0	233,476
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	233,476
SR 200 FROM I-95 DDI TO WEST OF STILL QUARTERS RD - 4412911						*SIS*	
LANDSCAPING						Length: 2.218	
Responsible Agency: FDOT							
CST	DIH	0	0	0	36,000	0	36,000
CST	DDR	0	0	0	2,715,000	0	2,715,000
Total		0	0	0	2,751,000	0	2,751,000
Prior Cost < 2019/20		448,549	Future Cost > 2023/24		0	Total Project Cost	3,199,549

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
SR 200 FROM W OF RUBIN DAVIS LANE TO E OF CR 107 - 4412901							*SIS*
LANDSCAPING							Length: 4.878
Responsible Agency: FDOT							
CST	DIH	0	0	0	45,000	0	45,000
CST	DDR	0	0	0	3,365,000	0	3,365,000
Total		0	0	0	3,410,000	0	3,410,000
Prior Cost < 2019/20		398,385	Future Cost > 2023/24		0	Total Project Cost	3,808,385
SR A1A (SR 200) YULEE - 4377291							*SIS*
LANDSCAPING							Length: 1.548
Responsible Agency: FDOT							
CST	DS	0	0	480,000	0	0	480,000
CST	DIH	0	0	15,000	0	0	15,000
CST	DDR	0	0	615,000	0	0	615,000
Total		0	0	1,110,000	0	0	1,110,000
Prior Cost < 2019/20		212,339	Future Cost > 2023/24		0	Total Project Cost	1,322,339
US 1 (SR 15) @ RATLIFF RD - 4360661							*SIS*
TRAFFIC SIGNALS							Length: .010
Responsible Agency: FDOT							
CST	DS	626,818	0	0	0	0	626,818
CST	DIH	5,130	5,265	0	0	0	10,395
Total		631,948	5,265	0	0	0	637,213
Prior Cost < 2019/20		217,522	Future Cost > 2023/24		0	Total Project Cost	854,735

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
US 17 (SR5) RAILROAD CROSSING NO. 620800X - 4439841						*Non-SIS*	
RAIL SAFETY PROJECT						Length: .200	
Responsible Agency: FDOT							
RRU	RHH	330,313	0	0	0	0	330,313
CST	ACSA	1,001	0	0	0	0	1,001
Total		331,314	0	0	0	0	331,314
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	331,314
US 301 (SR 200) FROM RR OVERPASS TO STRATTON RD - 4376121						*SIS*	
RESURFACING						Length: .759	
Responsible Agency: FDOT							
CST	ACSA	20,520	0	0	0	0	20,520
Total		20,520	0	0	0	0	20,520
Prior Cost < 2019/20		1,978,236	Future Cost > 2023/24		0	Total Project Cost	1,998,756

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
US 301 (SR 200) FROM STRATTON RD TO GRIFFIN RD - 4412601						*SIS*	
RESURFACING						Length: 6.130	
Responsible Agency: FDOT							
PE	DIH	40,043	0	0	0	0	40,043
PE	DDR	533,913	0	0	0	0	533,913
PE	DS	180,435	0	0	0	0	180,435
PE	ACSA	135,652	0	0	0	0	135,652
CST	DS	0	0	6,804,661	0	0	6,804,661
CST	DIH	0	0	194,815	0	0	194,815
CST	SN	0	0	2,255,150	0	0	2,255,150
CST	DDR	0	0	3,155,809	0	0	3,155,809
CST	SA	0	0	21,620	0	0	21,620
Total		890,043	0	12,432,055	0	0	13,322,098
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	13,322,098

US-301 AT CRAWFORD - 4358211						*SIS*	
INTERCHANGE (NEW)						Length: .001	
Responsible Agency: FDOT							
ROW	DS	100,000	0	0	0	0	100,000
ROW	DIH	4,509	0	0	0	0	4,509
ROW	GMR	100,000	0	0	0	0	100,000
ROW	DDR	154,568	0	0	0	0	154,568
Total		359,077	0	0	0	0	359,077
Prior Cost < 2019/20		948,904	Future Cost > 2023/24		0	Total Project Cost	1,307,981

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
US17 (SR 5) FROM S OF SR 200 TO APPROXIMATELY GARDNERS CREEK LANE - 4374611						*Non-SIS*	
TRANSPORTATION STATISTICS						Length: .000	
Responsible Agency: FDOT							
PE	SU	0	0	1,000,000	0	0	1,000,000
PE	SA	0	0	50,000	0	0	50,000
Total		0	0	1,050,000	0	0	1,050,000
Prior Cost < 2019/20		518,995	Future Cost > 2023/24		0	Total Project Cost	1,568,995

YULEE MAINLINE WEIGH IN MOTION (WIM) SCREENING - 4453203						*SIS*	
MCCO WEIGH STATION STATIC/WIM						Length: 1.152	
Responsible Agency: FDOT							
CST	DWS	0	0	0	2,389,983	0	2,389,983
Total		0	0	0	2,389,983	0	2,389,983
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	2,389,983

YULEE WEIGH STATION - CONTROL BUILDING UPGRADES - 4453202						*SIS*	
MCCO WEIGH STATION STATIC/WIM						Length: 1.152	
Responsible Agency: FDOT							
CST	DWS	0	880,400	0	0	0	880,400
Total		0	880,400	0	0	0	880,400
Prior Cost < 2019/20		0	Future Cost > 2023/24		0	Total Project Cost	880,400

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
YULEE WEIGH STATION - HVAC UPGRADES - 4453201						*SIS*	
MCCO WEIGH STATION STATIC/WIM						Length: 1.152	
Responsible Agency: FDOT							
CST	DWS	0	871,400	0	0	0	871,400
Total		0	871,400	0	0	0	871,400
Prior Cost < 2019/20		0	Future Cost > 2023/24	0	Total Project Cost		871,400
YULEE WEIGH STATION - LIGHTING AND ELECTRICAL - 4419983						*SIS*	
MCCO WEIGH STATION STATIC/WIM						Length: 1.581	
Responsible Agency: FDOT							
CST	DIH	0	178,898	0	0	0	178,898
CST	DWS	0	1,733,820	0	0	0	1,733,820
Total		0	1,912,718	0	0	0	1,912,718
Prior Cost < 2019/20		5,000	Future Cost > 2023/24	0	Total Project Cost		1,917,718
YULEE WEIGH STATION - SIGNING & PAVEMENT MARKING (S&PM) - 4419981						*SIS*	
MCCO WEIGH STATION STATIC/WIM						Length: 1.152	
Responsible Agency: FDOT							
CST	DWS	0	241,400	0	0	0	241,400
Total		0	241,400	0	0	0	241,400
Prior Cost < 2019/20		0	Future Cost > 2023/24	0	Total Project Cost		241,400

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
YULEE WEIGH STATION - SIGNING AND PAVEMENT MARKINGS - 4419982						*SIS*	
MCCO WEIGH STATION STATIC/WIM						Length: 1.234	
Responsible Agency: FDOT							
CST	DIH	0	42,800	0	0	0	42,800
CST	DWS	0	241,400	0	0	0	241,400
Total		0	284,200	0	0	0	284,200
<i>Prior Cost < 2019/20</i>		<i>11,000</i>	<i>Future Cost > 2023/24</i>	<i>0</i>	<i>Total Project Cost</i>		<i>295,200</i>

APPENDIX I

Abbreviations & Acronyms

ABBREVIATIONS AND FUNDING SOURCES

AGENCIES

FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
JAA	Jacksonville Aviation Authority
JTA	Jacksonville Transportation Authority
SA/STJAA	St. Augustine/St. Johns County Airport Authority

PROJECT PHASES

ADM	Administration
CAP	Capital
CST	Construction
DSB	Design Build
ENV	Environmental
INC	Contract Incentives
LAR	Local Advance Reimbursement

MNT	Bridge/Roadway/Contract Maintenance
MSC	Miscellaneous
OPS	Operations
PDE	Project, Development & Environment Study
PE	Preliminary Engineering
PLN	Planning
ROW	Right-of-Way Acquisition
RPY	Repayments
RRU	Railroad/Utilities

FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACER	Advance Construction (ER)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACFP	Advance Construction Freight Program (NFP)
ACIM	Advanced Construction Interstate

ACNP	Advance Construction (NHPP)
ACSA	Advanced Construction Transportation Management Areas
ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)
BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRP	State Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BRTZ	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
CMAQ	Congestion Mitigation Air Quality

D	Unrestricted State Primary
DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds
DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DRA	Rest Areas - State 100%
DS	State Primary Highways and PTO
DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
EM19	GAA Earmarks FY 2019
FAA	Federal Aviation Administration
FTA	Federal Transit Administration

FTAT	FHWA Transfer to FTA (NON-BUD)
GFSU	General Fund
GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSID	Intersection Crashes
HSLD	Lane Departure Crashes
HSP	Highway Safety Program
IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFB	Local Funds Budget
LFP	Local Funds for Participating
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future
LOGT	Local Option Gas Tax

MG	Minimum Guarantee
NFPD	National Freight PGM-Discretionary
NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform – Resurfacing
NSTP	New Starts Transit Program
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PKLF	Local Support for Turnpike
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
REPE	Repurposed Federal Earmarks
RHH	Rail Highway Crossings - Hazard
RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program

SCRA	Small County Resurfacing
SIWR	2015 SB2514A-Strategic INT SYS
SE	Transportation Enhancement Activities related to any Surface Transportation Program
SH	Hazard Elimination
SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SN	STP, Mandatory Non-Urban <=5K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2T	Safe Routes - Transfer
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STED	2012 SB1998-Strategic Econ Cor
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)
TGR	Tiger Grant through FHWA

TLWR	Suntrail
TMBJ	I-95 Express Lanes – Maintenance
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program
TRWR	TRIP Wheels on Road
XA	Surface Transportation Program (STP) in any urban areas.
XU, SU	Surface Transportation Program (STP) in urban areas > 200k

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 April 2019.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 5/14/2019

Dale Martin, City Manager 5/14/2019

Date: February 12, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

April 2019

Overall: Seven months of the fiscal year 2018/2019 represents 58.3% of the budgeted fiscal year. Electric Franchise Fee revenue and various grant revenues have been accrued for the month of March. 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 58.3% mark at 77.9% of the annual budget primarily due to the timing of property tax receipts. For the month of April 97.1% or \$12.3M of the property tax receipts are recorded. General Fund revenues exceeded expenses on a year to date bases by just over \$5.2 million. Specific revenue sources we are tracking are detailed below.

	18/19 Budget	Apr 19 YTD \$	Apr 19 YTD %	Apr 18 YTD \$	Apr 18 YTD %	
Local Option Gas Tax	393,321	166,888	42.4%	147,750	60.8%	
Small County Surtax (one cent sales tax)	1,978,258	976,666	49.4%	862,189	48.7%	
Half Cent Sales Tax	889,256	487,823	54.9%	464,182	54.3%	
Franchise Fees	1,440,000	789,847	54.9%	824,840	58.9%	
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 and Non-Departmental are the only departments over the 58.3% mark due to the payments of the annual maintenance agreements for Tyler/Munis, Kronos and the contractual commitment to Advance Disposal for the Shrimp Festival.

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 payments were paid in October and April. The principal payment of \$395,000 was made in April for the GO Bond Debt Service Fund – Fund 220. Semiannual interest was paid in March for the Utility Bond and Futures debt.

Capital Improvement Funds: (300-330)

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

Golf Course: (410)

Revenues exceeded Expenses due to green fees, annual memberships, and transfers from the General Fund. Memberships were \$6,419 lower this April year to date compared to April 2018. April margins on Pro Shop Sales are lower than the budgeted ratio and F&B Sales are higher than the budgeted ratio.

Airport: (420)

Revenues exceeded Expenses for the month of April. This is primarily due to the lease payments, fuel sales and other revenue.

Sanitation: (440)

Revenues exceeded Expenses for the month.

Wastewater: (450)

Revenues exceeded Expenses for the month. Utility Billing is caught up and all billing is current. Collection efforts, to include the disconnect process, will resume beginning in May.

Water: (460)

Revenue exceed Expenses for the month. Utility Billing is caught up and all billing is current. Collection efforts, to include the disconnect process, will resume beginning in May.

Stormwater: (470)

Revenue exceed Expenses for the month. Utility Billing is caught up and all billing is current. Collection efforts, to include the disconnect process, will resume beginning in May.

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 APRIL 30, 2019**

58.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 12,753,306	\$ 12,384,982	\$ (368,324)	97.1%
Sales /Use/Fuel Taxes	2,596,579	1,143,553	(1,453,026)	44.0%
Franchise Fees	1,460,000	802,222	(657,778)	54.9%
Licenses/Permits	1,601,825	1,080,327	(521,498)	67.4%
Intergovernmental	1,514,375	887,934	(626,441)	58.6%
Charges for Services	1,348,943	759,586	(589,357)	56.3%
Fines and Forfeitures	23,700	14,027	(9,673)	59.2%
Other	148,944	107,252	(41,692)	72.0%
Subtotal	21,447,672	17,179,883	(4,267,789)	80.1%
Transfers/Reimbursements				
Utility Tax	1,800,000	1,050,000	(750,000)	58.3%
Sanitation	36,000	21,000	(15,000)	58.3%
Wastewater	360,000	210,000	(150,000)	58.3%
Water	180,000	105,000	(75,000)	58.3%
Fleet	15,000	8,750	(6,250)	58.3%
Total Revenues (excluding cash balance)	23,838,672	18,574,633	(5,264,039)	77.9%
EXPENDITURES:				
City Commission	333,373	181,110	152,263	54.3%
City Clerk	514,348	305,411	208,937	59.4%
City Manager	488,757	278,992	209,765	57.1%
Finance	764,488	486,964	277,524	63.7%
Information and Technology	813,609	330,077	483,532	40.6%
Human Resources	375,806	202,224	173,582	53.8%
City Attorney	352,708	178,220	174,488	50.5%
Planning	640,393	343,964	296,429	53.7%
Facility Maintenance	620,929	358,734	262,195	57.8%
Police	5,879,077	3,203,796	2,675,281	54.5%
Fire	4,267,286	2,370,351	1,896,935	55.5%
Fire Ocean Rescue	328,687	51,060	277,627	15.5%
Building / Permitting	1,159,808	438,951	720,857	37.8%
Code Enforcement	221,251	117,965	103,286	53.3%
Streets	2,377,841	1,232,244	1,145,597	51.8%
Downtown	84,791	35,695	49,096	42.1%
Public Assistance	58,500	15,794	42,706	27.0%
Library	14,361	4,256	10,105	29.6%
Recreation	1,105,681	511,997	593,684	46.3%
Parks	323,734	97,562	226,172	30.1%
Peck	305,363	146,154	159,209	47.9%
MLK Center	201,908	98,563	103,345	48.8%
Youth	284,561	140,969	143,592	49.5%
Aquatics	342,280	169,975	172,305	49.7%
Non-Departmental	267,183	138,683	128,500	51.9%
Contingency	6,880	0	6,880	0.0%
Transfers				
Debt Service	423,720	247,170	176,550	58.3%
Capital Improvements	1,670,000	974,167	695,833	58.3%
Golf	220,000	128,333	91,667	58.3%
Cemetery	11,300	6,592	4,708	58.3%
Marina	300,000	175,000	125,000	58.3%
Subtotal	24,758,623	12,970,971	11,787,652	52.4%
Encumbrances - All Departments		401,949	(401,949)	
Reserves	4,454,213	-	4,454,213	
Reserves - Restricted	2,258,800	-	2,258,800	
Total Expenditures (including Encumbrances)	31,471,636	13,372,920	18,098,716	42.5%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURE:	(7,632,964)	5,201,713	12,834,677	
Fund Balance, October 1, 2018 (Cash Balance)				
Unrestricted	5,342,964	5,342,964	-	
Restricted Building	2,290,000	2,290,000	-	
Fund Balance, April 30, 2019	\$ -	\$ 12,834,677	\$ 12,834,677	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2019**

58.3%

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	165,610	91,010	222.0%
125 Tree Trust	0	6,915	6,915	27660000.0%
126 Historic Distric (HDC)	0	420	420	1680000.0%
130 CDBG - Economic Development	101,181	1,742	(99,439)	1.7%
145 Wastewater Impact Fees	1,105,200	910,048	(195,152)	82.3%
146 Water Impact Fees	449,400	376,827	(72,573)	83.9%
150 Utility Tax	2,010,000	1,060,822	(949,178)	52.8%
160 Local Law Enforcement Block Grant	-	-	-	0.0%
170 Cemetery	1,288,500	167,680	(1,120,820)	13.0%
180 Community Redevelopment Area	20,000	-	(20,000)	0.0%
190 Law Enforcement Recovery	219,200	78,737	(140,463)	35.9%
Total Revenues	\$ 5,270,242	\$ 2,768,941	\$ (2,501,301)	52.5%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,161	-	\$ 2,161	0.0%
110 Federal Forfeiture	74,600	61,321	13,279	82.2%
125 Tree Trust	0	-	0	0.0%
126 Historic Distric (HDC)	0	-	0	0.0%
130 CDBG - Economic Development	101,181	-	101,181	0.0%
145 Wastewater Impact Fees	1,105,200	291,667	813,533	26.4%
146 Water Impact Fees	449,400	198,333	251,067	44.1%
150 Utility Tax	2,010,000	1,050,000	960,000	52.2%
160 Local Law Enforcement Block Grant	-	-	0	0.0%
170 Cemetery	1,288,500	106,044	1,182,456	8.2%
180 Community Redevelopment Area	20,000	-	20,000	0.0%
190 Law Enforcement Recovery	219,200	109,581	109,619	50.0%
Total Expenditures	\$ 5,270,242	\$ 1,816,946	\$ 3,453,296	34.5%

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2019**

58.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 5,481,700	\$ 1,869,773	\$ (3,611,927)	34.1%
	Expenses				
	General Government	\$ 800,871	\$ 294,530	506,341	36.8%
	Police	-	-	-	0.0%
	Fire	-	-	-	0.0%
	Streets	730,829	302,982	427,847	41.5%
	Recreation	3,070,000	1,095,236	1,974,764	35.7%
	Parks	323,000	29,710	293,290	9.2%
	Peck	325,000	134,170	190,830	41.3%
	MLK	152,000	21,896	130,104	14.4%
	Aquatics	80,000	-	80,000	0.0%
	Subtotal	5,481,700	1,878,524	3,603,176	34.3%
	Net Revenues(Expenses)	\$ -	\$ (8,751)	\$ 8,751	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,708,000	\$ 7,902	\$ (1,700,098)	0.5%
	Admin	943,374	91,350	(852,024)	9.7%
	Police	250,272	34,289	(215,983)	13.7%
	Fire	864,289	66,463	(797,826)	7.7%
	Sanitation	-	-	-	0.0%
	Recreation	3,136,965	414,397	(2,722,568)	13.2%
	Subtotal	6,902,900	614,401	(6,288,499)	8.9%
	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	21,632	\$ 3,320,233	0.6%
	Subtotal	6,902,900	21,632	6,881,268	0.3%
	Net Revenues(Expenses)	\$ -	\$ 592,769	\$ 592,769	0.0%
330	Wastewater Improvement				
	Revenues	\$ 3,488,400	\$ 875,724	\$ (2,612,676)	25.1%
	Expenses	3,488,400	-	3,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 875,724	\$ 875,724	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2019**

58.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,446,262	\$ 831,830	\$ (614,432)	57.5%
Operating Expense*	1,487,859	840,662	647,197	56.5%
Operating Income (Loss)	(41,597)	(8,833)	32,764	21.2%
Non Operating Income (Expense) & Transfers	125,990	182,793	56,803	145.1%
Change in Net Position	\$ 84,393	\$ 173,961	\$ 89,568	206.1%
Airport Fund 420				
Operating Revenues	\$ 865,679	\$ 538,672	\$ (327,007)	62.2%
Operating Expense*	544,286	301,482	242,804	55.4%
Operating Income (Loss)	321,393	237,191	(84,202)	73.8%
Non Operating Income (Expense) & Transfers	265,168	165,951	(99,217)	62.6%
Change in Net Position	\$ 586,561	\$ 403,142	\$ (183,419)	68.7%
Sanitation Fund 440				
Operating Revenues	\$ 2,400,000	\$ 1,391,934	\$ (1,008,066)	58.0%
Operating Expense*	2,397,395	1,116,213	1,281,182	46.6%
Operating Income (Loss)	2,605	275,721	273,116	10584.3%
Non Operating Income (Expense) & Transfers	19,000	(10,192)	(29,192)	-53.6%
Change in Net Position	\$ 21,605	\$ 265,529	\$ 243,924	1229.0%
Wastewater Fund 450				
Operating Revenues	\$ 5,870,988	\$ 3,371,370	\$ (2,499,618)	57.4%
Operating Expense*	2,619,299	1,381,133	1,238,166	52.7%
Operating Income (Loss)	3,251,689	1,990,237	(1,261,452)	61.2%
Non Operating Income (Expense) & Transfers	(2,852,583)	(1,607,708)	1,244,875	56.4%
Change in Net Position	\$ 399,106	\$ 382,529	\$ (16,577)	95.8%
Water Fund 460				
Operating Revenues	\$ 4,228,137	\$ 2,351,858	\$ (1,876,279)	55.6%
Operating Expense*	2,450,246	1,152,810	1,297,436	47.0%
Operating Income (Loss)	1,777,891	1,199,047	(578,844)	67.4%
Non Operating Income (Expense) & Transfers	(1,050,549)	(613,500)	437,049	58.4%
Change in Net Position	\$ 727,342	\$ 585,547	\$ (141,795)	80.5%
Stormwater Fund 470				
Operating Revenues	\$ 815,000	\$ 501,458	\$ (313,542)	61.5%
Operating Expense*	674,675	386,543	288,132	57.3%
Operating Income (Loss)	140,325	114,915	(25,410)	81.9%
Non Operating Income (Expense) & Transfers	685,000	-	(685,000)	0.0%
Change in Net Position	\$ 825,325	\$ 114,915	\$ (710,410)	13.9%
Marina Fund 480				
Operating Revenues	\$ 480,125	\$ 81,816	\$ (398,309)	17.0%
Operating Expense*	1,006,652	328,789	677,863	32.7%
Operating Income (Loss)	(526,527)	(246,973)	279,554	46.9%
Non Operating Income (Expense) & Transfers	8,932,112	3,565,108	(5,367,004)	39.9%
Change in Net Position	\$ 8,405,585	\$ 3,318,136	\$ (5,087,449)	39.5%
*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	100,000	47,597	52,403	47.6%
Wastewater Fund 450	1,189,000	133,968	1,055,032	11.3%
Water Fund 460	648,000	75,265	572,735	11.6%
Stormwater Fund 470	910,395	72,476	837,919	8.0%
Marina Fund 480	8,736,550	2,222,882	6,513,668	25.4%
Total Enterprise Funds	\$ 12,276,310	\$ 2,733,179	\$ 9,543,131	22.3%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH April 30, 2019**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	892,939.09	846,344.46	46,594.63	128,333.31		6,293.59	168,634.35
Airport (420)	723,556.27	477,147.21	246,409.06			18,932.00	227,477.06
Sanitation (440)	1,402,742.20	1,163,810.20	238,932.00		(21,000.00)		217,932.00
Wastewater (450)	3,441,669.23	1,515,101.21	1,926,568.02		(1,678,006.75)		248,561.27
Water (460)	2,367,044.35	1,228,074.90	1,138,969.45	350,000.00	(978,686.94)		510,282.51
Storm Water Management (470)	501,458.07	459,018.81	42,439.26				42,439.26
Marina (480)	3,582,938.58	2,551,670.24	1,031,268.34	175,000.00		111,014.33	1,095,254.01

*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

5/10/2019

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
367		30	42,615.76	
183		60	18,465.45 *	
90		90	7,862.89 *	
95		120	16,165.08 *	
-		150	- *	
-				
-		Total	\$ 85,109.18	

*Disconnect for nonpay process to resume 5/2019 which will reduce delinquency.

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

-	Closed accts. from IMS	322 accts. w/ delinquent balances	\$ 48,126.40
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Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,557.88	5,914.23		27.16%
2017 (thru Dec)	148	26,629.59	1,407.24	3,071.74		16.82%
2018 (thru June)	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
76	ALL Customers			\$47,911.80
18		30	13,900.37	(Amelia Island Aviation - acct closed)
0		60	-	\$ -
0		90	-	\$ -
0		120	-	\$ -
0		150+	-	\$ 8,758.77
18		Sub Total	\$ 13,900.37	\$ 8,758.77
				\$ 22,659.14

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
14	ALL Customers			\$8,865
1		30		
		60	12.27	
		90	12.08	
1		120		
		150+	817.67	
			842.02	
David Johnson	In Collections	30		
		60		
David Johnson	In Collections	30+60		
Total		150		

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
2		30	158.55	
0		60	-	
0		90	-	
0		120+	-	
2		Sub Total	\$ 158.55	

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-12,753,306.00	-12,753,306.00	-12,384,982.40	-489,034.85	0.00	-368,323.60	97.1%*
001 31240		LOCAL OPTION GAS TAX					
	-393,321.00	-393,321.00	-166,887.51	-31,987.88	0.00	-226,433.49	42.4%*
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	-976,665.57	-121,968.23	0.00	-1,001,592.43	49.4%*
001 31610		LOCAL BUSINESS TAX					
	-145,000.00	-145,000.00	-120,419.83	-3,682.63	0.00	-24,580.17	83.0%*
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,750.00	-3,750.00	-280.91	-131.26	0.00	-3,469.09	7.5%*
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	-110.25	0.00	0.00	110.25	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	-424,158.50	-79,768.50	0.00	-230,841.50	64.8%*
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	-171,316.45	-31,179.00	0.00	-128,683.55	57.1%*
001 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-4,430.50	-1,743.00	0.00	-3,069.50	59.1%*
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-3,990.00	-595.00	0.00	-2,010.00	66.5%*
001 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-3,800.00	-404.00	0.00	-1,200.00	76.0%*
001 32207		BLDING PERMIT-REINSPECTION FEE					
	-3,500.00	-3,500.00	-525.00	-35.00	0.00	-2,975.00	15.0%*
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	-29,877.50	0.00	0.00	4,877.50	119.5%
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	-9,734.00	-926.00	0.00	-15,266.00	38.9%*
001 32219		TREE TRUST FUND RESERVE					
	-25,000.00	-25,000.00	-6,307.50	-250.00	0.00	-18,692.50	25.2%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-789,847.00	-91,359.73	0.00	-650,153.00	54.9%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-12,374.54	-4,921.69	0.00	-7,625.46	61.9%*
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	-21,975.00	-4,350.00	0.00	3,975.00	122.1%
001 32903		SIGN PERMITS					
	-4,500.00	-4,500.00	-1,884.00	-340.00	0.00	-2,616.00	41.9%*
001 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-64,964.00	-7,485.00	0.00	4,964.00	108.3%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-5,625.00	-675.00	0.00	-2,875.00	66.2%*
001 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-12,080.00	-2,400.00	0.00	-1,920.00	86.3%*
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,200.00	-225.00	0.00	-4,800.00	20.0%*
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	-31,620.00	-4,020.00	0.00	-3,380.00	90.3%*
001 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-30,740.00	-2,679.00	0.00	5,740.00	123.0%
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	-1,500.00	0.00	0.00	-1,300.00	53.6%*
001 32917		BOA APP FEES-RESIDENTIAL					
	-10,400.00	-10,400.00	-6,600.00	-850.00	0.00	-3,800.00	63.5%*
001 32918		ZONING CERTIFICATION FEE					
	-3,925.00	-3,925.00	-1,550.00	0.00	0.00	-2,375.00	39.5%*
001 32920		CDD COPIES MADE FEE					
	-2,600.00	-2,600.00	-230.71	-81.00	0.00	-2,369.29	8.9%*
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	-4,845.00	0.00	0.00	-5,155.00	48.5%*
001 32926		PLAT APPROVAL APP FEE					
	-3,400.00	-3,400.00	-2,700.00	0.00	0.00	-700.00	79.4%*
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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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	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	-800.00	-400.00	0.00	-2,400.00	25.0%*
001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-12,661.58	-3,542.54	0.00	10,661.58	633.1%
001 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-1,765.44	-35.00	0.00	765.44	176.5%
001 32981		SPECIAL EVENT PERMITS					
	-3,500.00	-3,500.00	-4,028.00	-748.00	0.00	528.00	115.1%
001 32982		SPECIAL BANNER PERMITS					
	-1,500.00	-1,500.00	-1,375.00	-200.00	0.00	-125.00	91.7%*
001 32992		FIRE MARSHALL'S FEES					
	-30,000.00	-30,000.00	-42,499.75	-14,083.25	0.00	12,499.75	141.7%
001 32995		ADDRESS ASSIGNMENT					
	-1,500.00	-1,500.00	-650.00	-80.00	0.00	-850.00	43.3%*
001 33120		FEMA GRANT					
	0.00	0.00	-81,268.89	-69,663.56	0.00	81,268.89	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	-487,822.65	-69,235.31	0.00	-401,433.35	54.9%*
001 33420		FEMA STATE					
	0.00	0.00	-13,534.82	-11,610.60	0.00	13,534.82	100.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-227,319.00	-227,319.00	-130,500.94	-18,643.00	0.00	-96,818.06	57.4%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-525.74	-52.50	0.00	-274.26	65.7%*
001 33515		ALCOHOLIC BEV LICENSE					
	-25,000.00	-25,000.00	-21,147.30	0.00	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	-143,133.06	-27,381.62	0.00	-106,866.94	57.3%*
001 33721		DEA REIMBURSEMENT					
	-12,000.00	-12,000.00	-7,270.90	-2,035.90	0.00	-4,729.10	60.6%*

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001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,000.00	-118,000.00	-37,132.10	0.00	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	-259,233.06	-34,279.26	0.00	-191,709.94	57.5%*
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	-93,603.06	-17,304.94	0.00	-66,396.94	58.5%*
001 34701		TRUST ACTIVITIES TAXABLE					
	-20,000.00	-20,000.00	-21,437.54	-1,970.83	0.00	1,437.54	107.2%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-15,223.98	-1,903.98	0.00	5,223.98	152.2%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-2,230.50	-511.00	0.00	2,230.50	100.0%
001 34704		RENTALS NON-TAXABLE					
	-15,000.00	-15,000.00	-3,905.00	-215.00	0.00	-11,095.00	26.0%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-585.36	-27.00	0.00	85.36	117.1%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-5,304.96	0.00	0.00	-8,195.04	39.3%*
001 34720		RENTALS					
	-9,000.00	-9,000.00	-7,120.00	-1,080.00	0.00	-1,880.00	79.1%*
001 34721		PECK RENTS					
	-11,000.00	-11,000.00	-2,882.98	-490.00	0.00	-8,117.02	26.2%*
001 34722		PECK RENTS NON-TAXABLE					
	-35,000.00	-35,000.00	-16,943.15	-2,171.44	0.00	-18,056.85	48.4%*
001 34723		PECK TRUST TAXABLE					
	-6,000.00	-6,000.00	-5,758.93	-805.75	0.00	-241.07	96.0%*
001 34724		PECK TRUST NON-TAXABLE					
	-40,000.00	-40,000.00	-26,174.50	-3,396.00	0.00	-13,825.50	65.4%*
001 34725		MLK RENTS					
	-4,000.00	-4,000.00	-3,267.00	-198.72	0.00	-733.00	81.7%*
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,275.50	-250.50	0.00	1,275.50	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-11,000.00	-11,000.00	-8,520.00	-870.00	0.00	-2,480.00	77.5%*
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-16,782.50	-9,521.50	0.00	-217.50	98.7%*
001 34731		YOUTH CAMPS					
	-255,000.00	-255,000.00	-148,338.01	-20,863.81	0.00	-106,661.99	58.2%*
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	-835.40	0.00	0.00	835.40	100.0%

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001 34741		AQUATICS TRUST NON-TAXABLE					
	-115,000.00	-115,000.00	-57,850.00	-14,304.00	0.00	-57,150.00	50.3%*
001 34742		SWIMMING POOLS					
	-52,000.00	-52,000.00	-24,315.50	-6,095.08	0.00	-27,684.50	46.8%*
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-565.00	0.00	0.00	565.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-70.00	-20.00	0.00	70.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-304.00	0.00	0.00	304.00	100.0%
001 34799		P & R COMBO MEMBERSHIPS					
	0.00	0.00	72.00	72.00	0.00	-72.00	100.0%*
001 35100		COURT CASES GENERAL FUND					
	-10,500.00	-10,500.00	-4,485.03	-619.97	0.00	-6,014.97	42.7%*
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-7,646.00	-2,608.00	0.00	-3,354.00	69.5%*
001 35120		POLICE EDUCATION					
	-1,300.00	-1,300.00	-776.80	-114.99	0.00	-523.20	59.8%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-900.00	-900.00	-1,119.10	-172.35	0.00	219.10	124.3%
001 36110		INTEREST					
	-50,000.00	-50,000.00	-52,618.64	-6,139.75	0.00	2,618.64	105.2%
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	-13,090.91	-1,983.75	0.00	-10,709.09	55.0%*
001 36990		OTHER REVENUE					
	-15,000.00	-15,000.00	-20,105.46	-1,949.77	0.00	5,105.46	134.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-60.00	-8.00	0.00	-40.00	60.0%*
001 36997		TDC REVENUE					
	-50,000.00	-50,000.00	-11,429.00	0.00	0.00	-38,571.00	22.9%*
001 38215		FROM UTILITY TAX					
	-1,800,000.00	-1,800,000.00	-1,050,000.00	-150,000.00	0.00	-750,000.00	58.3%*
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-21,000.00	-3,000.00	0.00	-15,000.00	58.3%*
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-210,000.00	-30,000.00	0.00	-150,000.00	58.3%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-105,000.00	-15,000.00	0.00	-75,000.00	58.3%*
001 38251		FROM FLEET					
	-15,000.00	-15,000.00	-8,750.00	-1,250.00	0.00	-6,250.00	58.3%*
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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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	-18,568,126.01	-1,427,856.44	0.00	-12,896,509.99	59.0%
TOTAL REVENUES						
-31,464,636.00	-31,464,636.00	-18,568,126.01	-1,427,856.44	0.00	-12,896,509.99	
0012200 FIRE						
0012200 36993 DONATIONS/CONTRIBUTIONS						
-7,000.00	-7,000.00	-6,506.91	-236.12	0.00	-493.09	93.0%*
TOTAL FIRE						
-7,000.00	-7,000.00	-6,506.91	-236.12	0.00	-493.09	93.0%
TOTAL REVENUES						
-7,000.00	-7,000.00	-6,506.91	-236.12	0.00	-493.09	
GRAND TOTAL						
-31,471,636.00	-31,471,636.00	-18,574,632.92	-1,428,092.56	0.00	-12,897,003.08	59.0%
** END OF REPORT - Generated by Susan Carless **						

Revenue	Amount	% Used
Revised Budget	(\$31,471,636.00)	59.0%
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	(\$18,574,632.92)	77.9%

Revised Budget excluding Cash	(\$23,838,672.00)
Less: YTD Expenditures	<u>12,970,971.41</u>
Net (Revenues) Expenditures	(\$10,867,700.59)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
333,373.00	333,373.00	181,109.66	51,816.57	0.00	152,263.34	54.3%
0011200 CITY CLERK						
514,348.00	514,348.00	305,410.90	44,528.64	0.00	208,937.10	59.4%
0011210 CITY MANAGER						
534,107.00	488,757.00	278,991.85	35,141.98	7,493.39	202,271.76	58.6%
0011300 FINANCE						
764,488.00	764,488.00	486,963.52	51,853.84	2,500.00	275,024.48	64.0%
0011310 INFORMATION TECHNOLOGY						
670,489.00	813,609.00	330,077.48	49,968.41	132,372.15	351,159.37	56.8%
0011350 HUMAN RESOURCES						
375,806.00	375,806.00	202,223.51	24,732.67	0.00	173,582.49	53.8%
0011400 CITY ATTORNEY						
352,708.00	352,708.00	178,219.92	29,690.61	0.00	174,488.08	50.5%
0011500 PLANNING						
640,393.00	640,393.00	343,964.33	41,893.91	2,917.24	293,511.43	54.2%
0011910 NON DEPARTMENTAL						
267,183.00	267,183.00	138,682.95	19,535.08	38,343.00	90,157.05	66.3%
0011930 FACILITIES MAINTENANCE						
620,929.00	620,929.00	358,733.52	46,496.04	0.00	262,195.48	57.8%
0012100 POLICE						
5,879,077.00	5,879,077.00	3,203,795.74	475,357.98	93,176.52	2,582,104.74	56.1%
0012200 FIRE						
4,267,286.00	4,267,286.00	2,370,350.93	324,914.60	37,302.00	1,859,633.07	56.4%
0012201 FIRE OCEAN RESCUE						
328,687.00	328,687.00	51,059.73	14,288.90	0.00	277,627.27	15.5%
0012400 BUILDING / PERMITTING						
1,159,808.00	1,159,808.00	438,951.12	57,278.33	0.00	720,856.88	37.8%
0012420 CODE ENFORCEMENT						
221,251.00	221,251.00	117,964.87	17,046.56	0.00	103,286.13	53.3%
0014100 STREETS						
2,332,491.00	2,377,841.00	1,232,244.04	152,300.53	79,969.55	1,065,627.41	55.2%
0015200 DOWNTOWN						
84,791.00	84,791.00	35,695.40	7,575.40	0.00	49,095.60	42.1%
0015640 PUBLIC ASSISTANCE						
58,500.00	58,500.00	15,793.55	2,850.84	0.00	42,706.45	27.0%
0017100 LIBRARY						
14,361.00	14,361.00	4,255.96	581.04	0.00	10,105.04	29.6%
0017200 RECREATION						
1,105,681.00	1,105,681.00	511,997.12	75,129.34	0.00	593,683.88	46.3%
0017210 PARKS						
323,734.00	323,734.00	97,561.58	18,231.55	0.00	226,172.42	30.1%
0017220 PECK						
305,363.00	305,363.00	146,154.27	19,985.23	0.00	159,208.73	47.9%

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0017225 MLK CENTER ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER						
201,908.00	201,908.00	98,562.76	15,617.83	0.00	103,345.24	48.8%
0017230 YOUTH						
284,561.00	284,561.00	140,969.13	23,699.97	0.00	143,591.87	49.5%
0017240 AQUATICS						
342,280.00	342,280.00	169,974.88	21,019.46	7,875.00	164,430.12	52.0%
0018100 INTERFUND TRANSFERS OUT						
2,625,020.00	2,625,020.00	1,531,261.69	218,751.67	0.00	1,093,758.31	58.3%
0018200 CONTINGENCIES						
150,000.00	6,880.00	0.00	0.00	0.00	6,880.00	.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	12,970,970.41	1,840,286.98	401,948.85	18,098,716.74	42.5%

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	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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	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	-165,609.94	0.00	0.00	150,609.94	1104.1%
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	0.00	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	-104,289.14	0.00	9,200.39	95,088.75	100.0%
	TOTAL REVENUES						
	-74,600.00	-74,600.00	-165,609.94	0.00	0.00	91,009.94	
	TOTAL EXPENSES						
	74,600.00	74,600.00	61,320.80	0.00	9,200.39	4,078.81	
	GRAND TOTAL						
	0.00	0.00	-104,289.14	0.00	9,200.39	95,088.75	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	0.00	0.00	-6,915.00	-5,380.00	0.00	6,915.00	100.0%
125 38910		CASH BALANCE FORWARD					
	0.00	0.00	-108,617.36	0.00	0.00	108,617.36	100.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-115,532.36	-5,380.00	0.00	115,532.36	100.0%
		TOTAL REVENUES					
	0.00	0.00	-115,532.36	-5,380.00	0.00	115,532.36	
		GRAND TOTAL					
	0.00	0.00	-115,532.36	-5,380.00	0.00	115,532.36	100.0%
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	0.00	0.00	-420.00	-380.00	0.00	420.00	100.0%
126 38910		CASH BALANCE FORWARD					
	0.00	0.00	-3,780.00	0.00	0.00	3,780.00	100.0%
TOTAL HDC SPECIAL REVENUE FUND	0.00	0.00	-4,200.00	-380.00	0.00	4,200.00	100.0%
	TOTAL REVENUES						
	0.00	0.00	-4,200.00	-380.00	0.00	4,200.00	
	GRAND TOTAL						
	0.00	0.00	-4,200.00	-380.00	0.00	4,200.00	100.0%
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	0.00	0.00	-1,742.30	-1,742.30	0.00	1,742.30	100.0%
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	-1,742.30	-1,742.30	0.00	1,742.30	100.0%
	TOTAL REVENUES						
	-101,181.00	-101,181.00	-1,742.30	-1,742.30	0.00	-99,438.70	
	TOTAL EXPENSES						
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	
	GRAND TOTAL						
	0.00	0.00	-1,742.30	-1,742.30	0.00	1,742.30	100.0%

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	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	-893,205.52	-67,309.00	0.00	454,536.52	203.6%
145 36311		IMPACT FEES- UNINCORPORATED					
	-29,012.00	-29,012.00	-16,842.43	-2,901.25	0.00	-12,169.57	58.1%*
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	291,666.69	41,666.67	0.00	208,333.31	58.3%
145 59990		RESERVE					
	605,200.00	605,200.00	0.00	0.00	0.00	605,200.00	.0%
TOTAL WASTEWATER IMPACT							
	0.00	0.00	-618,381.26	-28,543.58	0.00	618,381.26	100.0%
TOTAL REVENUES							
	-1,105,200.00	-1,105,200.00	-910,047.95	-70,210.25	0.00	-195,152.05	
TOTAL EXPENSES							
	1,105,200.00	1,105,200.00	291,666.69	41,666.67	0.00	813,533.31	
GRAND TOTAL							
	0.00	0.00	-618,381.26	-28,543.58	0.00	618,381.26	100.0%

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	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	-368,436.15	-27,811.00	0.00	187,185.15	203.3%
146 36311		IMPACT FEES- UNINCORPORATED					
	-11,988.00	-11,988.00	-8,391.25	0.00	0.00	-3,596.75	70.0%*
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	198,333.31	28,333.33	0.00	141,666.69	58.3%
146 59990		RESERVE					
	109,400.00	109,400.00	0.00	0.00	0.00	109,400.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-178,494.09	522.33	0.00	178,494.09	100.0%
	TOTAL REVENUES						
	-449,400.00	-449,400.00	-376,827.40	-27,811.00	0.00	-72,572.60	
	TOTAL EXPENSES						
	449,400.00	449,400.00	198,333.31	28,333.33	0.00	251,066.69	
	GRAND TOTAL	0.00	-178,494.09	522.33	0.00	178,494.09	100.0%

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	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	-421,559.16	-52,356.58	0.00	-278,816.84	60.2%*
150 31420		TELEPHONE MUNICIPAL TAX					
	-661,624.00	-661,624.00	-390,125.16	-57,014.25	0.00	-271,498.84	59.0%*
150 31430		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-176,938.45	-23,166.08	0.00	-123,061.55	59.0%*
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-72,195.26	-10,142.06	0.00	-37,804.74	65.6%*
150 36110		INTEREST					
	0.00	0.00	-3.52	-0.51	0.00	3.52	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	1,050,000.00	150,000.00	0.00	750,000.00	58.3%
150 59990		RESERVE					
	210,000.00	210,000.00	0.00	0.00	0.00	210,000.00	.0%
TOTAL UTILITY TAX	0.00	0.00	-10,821.55	7,320.52	0.00	10,821.55	100.0%
TOTAL REVENUES	-2,010,000.00	-2,010,000.00	-1,060,821.55	-142,679.48	0.00	-949,178.45	
TOTAL EXPENSES	2,010,000.00	2,010,000.00	1,050,000.00	150,000.00	0.00	960,000.00	
GRAND TOTAL	0.00	0.00	-10,821.55	7,320.52	0.00	10,821.55	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,500.00	-3,500.00	-1,840.00	-520.00	0.00	-1,660.00	52.6%*
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-1,600.00	-240.00	0.00	-600.00	72.7%*
170 34570		PERPETUAL CARE					
	-50,750.00	-50,750.00	-50,080.56	-9,917.69	0.00	-669.44	98.7%*
170 34580		SALE OF LOTS					
	-94,250.00	-94,250.00	-92,227.34	-17,920.68	0.00	-2,022.66	97.9%*
170 36110		INTEREST					
	-10,000.00	-10,000.00	-9,081.75	-410.73	0.00	-918.25	90.8%*
170 36120		UNREALIZED GAIN					
	0.00	0.00	-6,259.04	-459.18	0.00	6,259.04	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-6,591.69	-941.67	0.00	-4,708.31	58.3%*
170 38910		CASH BALANCE FORWARD					
	-76,300.00	-76,300.00	0.00	0.00	0.00	-76,300.00	.0%*
170 38913		CASH BAL FOR RESTD CEMET					
	-1,040,200.00	-1,040,200.00	0.00	0.00	0.00	-1,040,200.00	.0%*
170 51200		SALARIES					
	73,412.00	73,412.00	41,151.04	5,707.20	0.00	32,260.96	56.1%
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	2,861.91	393.97	0.00	2,907.09	49.6%
170 52200		RETIREMENT					
	22,611.00	22,611.00	13,228.42	1,766.38	0.00	9,382.58	58.5%
170 52300		HEALTH INSUR					
	26,722.00	26,722.00	15,582.00	2,226.00	0.00	11,140.00	58.3%
170 52301		LIFE INSUR					
	379.00	379.00	246.75	35.25	0.00	132.25	65.1%
170 52400		WORKERS' COMP					
	4,261.00	4,261.00	2,485.56	355.08	0.00	1,775.44	58.3%
170 53200		AUDITING					
	2,265.00	2,265.00	1,321.25	188.75	0.00	943.75	58.3%
170 53400		CONTRACTUAL					
	15,864.00	15,864.00	9,163.21	-4,163.05	0.00	6,700.79	57.8%
170 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	540.47	66.16	0.00	3,059.53	15.0%
170 54310		UTILITIES-WATER & WASTEWATER					
	850.00	850.00	367.09	0.00	0.00	482.91	43.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54500		INSURANCE					
	3,015.00	3,015.00	1,758.75	251.25	0.00	1,256.25	58.3%
170 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	13,808.39	4,411.02	0.00	6,191.61	69.0%
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	0.00	0.00	1,795.00	10.3%
170 54640		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	238.07	0.00	0.00	1,761.93	11.9%
170 55200		OPERATING SUPPLIES					
	2,000.00	2,000.00	569.31	0.00	0.00	1,430.69	28.5%
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	1,394.52	217.95	0.00	1,105.48	55.8%
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	-61,635.92	-18,953.99	0.00	61,635.92	100.0%
		TOTAL REVENUES					
	-1,288,500.00	-1,288,500.00	-167,680.38	-30,409.95	0.00	-1,120,819.62	
		TOTAL EXPENSES					
	1,288,500.00	1,288,500.00	106,044.46	11,455.96	0.00	1,182,455.54	
	GRAND TOTAL	0.00	-61,635.92	-18,953.99	0.00	61,635.92	100.0%

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	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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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
90 LAW ENFORCE RECOVERY							
90 34210	FEDERAL LAW ENFORCEMENT SUPP						
	-127,644.00	-127,644.00	-77,926.29	-10,637.73	0.00	-49,717.71	61.0%*
90 35910	UNCLAIMED/ABANDONED CASH						
	0.00	0.00	-810.46	-810.46	0.00	810.46	100.0%
90 38910	CASH BALANCE FORWARD						
	-91,556.00	-91,556.00	0.00	0.00	0.00	-91,556.00	.0%*
90 54000	TRAINING/TRAVEL						
	11,500.00	11,500.00	718.00	0.00	0.00	10,782.00	6.2%
90 54921	UNDERCOVER						
	7,500.00	7,500.00	4,000.00	0.00	0.00	3,500.00	53.3%
90 55200	OPERATING SUPPLIES						
	40,000.00	40,000.00	31,465.20	4,565.42	0.00	8,534.80	78.7%
90 56400	MACH/EQUIP						
	87,000.00	87,000.00	69,132.44	17,200.91	16,642.93	1,224.63	98.6%
90 56401	EQUIP-NON CAPITAL						
	22,500.00	22,500.00	4,265.00	0.00	0.00	18,235.00	19.0%
90 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	30,843.89	10,318.14	16,642.93	-47,486.82	100.0%
TOTAL REVENUES							
	-219,200.00	-219,200.00	-78,736.75	-11,448.19	0.00	-140,463.25	
TOTAL EXPENSES							
	219,200.00	219,200.00	109,580.64	21,766.33	16,642.93	92,976.43	
GRAND TOTAL							
	0.00	0.00	30,843.89	10,318.14	16,642.93	-47,486.82	100.0%
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	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	-247,170.00	-35,310.00	0.00	-176,550.00	58.3%*
220 38910		CASH BALANCE FORWARD					
	-4,442.00	-4,442.00	0.00	0.00	0.00	-4,442.00	.0%*
220 57100		PRINCIPAL					
	395,000.00	395,000.00	395,000.00	395,000.00	0.00	0.00	100.0%
220 57200		INTEREST					
	28,698.00	28,698.00	28,697.61	14,348.80	0.00	0.39	100.0%
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	176,527.61	374,038.80	0.00	-176,527.61	100.0%
TOTAL REVENUES							
	-428,162.00	-428,162.00	-247,170.00	-35,310.00	0.00	-180,992.00	
TOTAL EXPENSES							
	428,162.00	428,162.00	423,697.61	409,348.80	0.00	4,464.39	
GRAND TOTAL							
	0.00	0.00	176,527.61	374,038.80	0.00	-176,527.61	100.0%

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	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	-291,666.69	-41,666.67	0.00	-208,333.31	58.3%*
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-198,333.31	-28,333.33	0.00	-141,666.69	58.3%*
230 38145		FROM WASTEWATER					
	-416,583.00	-416,583.00	-243,006.75	-34,715.25	0.00	-173,576.25	58.3%*
230 38146		FROM WATER					
	-1,497,749.00	-1,497,749.00	-873,686.94	-124,812.42	0.00	-624,062.06	58.3%*
230 38910		CASH BALANCE FORWARD					
	-249,900.00	-249,900.00	0.00	0.00	0.00	-249,900.00	.0%*
230 57100		PRINCIPAL					
	1,506,000.00	1,506,000.00	0.00	0.00	0.00	1,506,000.00	.0%
230 57200		INTEREST					
	1,248,332.00	1,248,332.00	624,203.62	0.00	0.00	624,128.38	50.0%
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	-982,490.07	-229,527.67	0.00	982,490.07	100.0%
TOTAL REVENUES							
	-3,004,232.00	-3,004,232.00	-1,606,693.69	-229,527.67	0.00	-1,397,538.31	
TOTAL EXPENSES							
	3,004,232.00	3,004,232.00	624,203.62	0.00	0.00	2,380,028.38	
GRAND TOTAL							
	0.00	0.00	-982,490.07	-229,527.67	0.00	982,490.07	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-1,114,040.00	-1,114,040.00	-732,777.85	0.00	0.00	-381,262.15	65.8%*
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-67,227.79	-9,603.97	0.00	-57,772.21	53.8%*
300 33710		COUNTY GRANT					
	-1,030,960.00	-1,030,960.00	-84,949.25	0.00	0.00	-946,010.75	8.2%*
300 36110		INTEREST					
	-3,000.00	-3,000.00	-4,410.14	-639.45	0.00	1,410.14	147.0%
300 38101		FROM GENERAL FUND					
	-1,670,000.00	-1,670,000.00	-974,166.69	-139,166.67	0.00	-695,833.31	58.3%*
300 38152		FROM UB					
	-10,700.00	-10,700.00	-6,241.69	-891.67	0.00	-4,458.31	58.3%*
300 38910		CASH BALANCE FORWARD					
	-928,000.00	-928,000.00	0.00	0.00	0.00	-928,000.00	.0%*
300 38911		CASH BAL FORWARD REST'D					
	-600,000.00	-600,000.00	0.00	0.00	0.00	-600,000.00	.0%*
	TOTAL CAPITAL IMPROVEMENT						
	-5,481,700.00	-5,481,700.00	-1,869,773.41	-150,301.76	0.00	-3,611,926.59	34.1%
		TOTAL REVENUES					
	-5,481,700.00	-5,481,700.00	-1,869,773.41	-150,301.76	0.00	-3,611,926.59	
3001000 GENERAL GOVERNMENT							
3001000 56410		SOFTWARE					
	100,000.00	100,000.00	47,356.42	0.00	0.00	52,643.58	47.4%
3001000 57100		PRINCIPAL					
	673,842.00	673,842.00	231,020.64	44,636.93	0.00	442,821.36	34.3%
3001000 57200		INTEREST					
	25,173.00	25,173.00	15,523.13	2,645.80	0.00	9,649.87	61.7%
3001000 57310		BOND EXPENSE					
	700.00	700.00	630.00	0.00	0.00	70.00	90.0%
3001000 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	294,530.19	47,282.73	0.00	506,340.81	36.8%
		TOTAL EXPENSES					
	805,200.00	800,871.00	294,530.19	47,282.73	0.00	506,340.81	

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3004100 CAP IMP STREETS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3004100 CAP IMP STREETS							
3004100 56311	SIDEWALKS-GENL/MISC						
	130,000.00	130,000.00	72,318.89	8,789.85	545.68	57,135.43	56.0%
3004100 56312	STREET STRIPING						
	36,500.00	36,500.00	38,572.65	2,953.60	0.00	-2,072.65	105.7%*
3004100 56320	STREET PAVNG/RESURFACING-CAPIT						
	400,000.00	400,000.00	27,927.00	11,478.45	0.00	372,073.00	7.0%
3004100 56368	MAIN STREET IMPROVEMENTS						
	0.00	4,329.00	4,328.57	0.00	0.00	0.43	100.0%
3004100 56400	MACH/EQUIP						
	160,000.00	160,000.00	159,835.00	0.00	0.00	165.00	99.9%
TOTAL CAP IMP STREETS							
	726,500.00	730,829.00	302,982.11	23,221.90	545.68	427,301.21	41.5%
TOTAL EXPENSES							
	726,500.00	730,829.00	302,982.11	23,221.90	545.68	427,301.21	
3007200 CAP IMP REC							
3007200 56300	IMPROVEMENTS						
	125,000.00	125,000.00	107,314.07	0.00	0.00	17,685.93	85.9%
3007200 56327	BEACH MONITORING/REPORTING						
	150,000.00	150,000.00	0.00	0.00	120,000.00	30,000.00	80.0%
3007200 56328	DREDGING-MARINA						
	1,100,000.00	1,100,000.00	984,690.53	219,058.60	32,213.63	83,095.84	92.4%
3007200 56331	BEACH RENOUR / ENGINEERING						
	35,000.00	35,000.00	3,231.00	0.00	26,769.00	5,000.00	85.7%
3007200 56332	BEACH RENOURISHMENT						
	1,635,000.00	1,635,000.00	0.00	0.00	0.00	1,635,000.00	.0%
3007200 56365	DOWNTOWN WATERFRONT PARKS						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
TOTAL CAP IMP REC							
	3,070,000.00	3,070,000.00	1,095,235.60	219,058.60	178,982.63	1,795,781.77	41.5%
TOTAL EXPENSES							
	3,070,000.00	3,070,000.00	1,095,235.60	219,058.60	178,982.63	1,795,781.77	
3007210 PARKS IMPROVEMENTS							
3007210 56300	IMPROVEMENTS						
	345,000.00	323,000.00	29,710.14	0.00	104,276.16	189,013.70	41.5%

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3007210 PARKS IMPROVEMENTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS	345,000.00	323,000.00	29,710.14	0.00	104,276.16	189,013.70	41.5%
TOTAL EXPENSES	345,000.00	323,000.00	29,710.14	0.00	104,276.16	189,013.70	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS	325,000.00	325,000.00	134,169.69	84,322.48	111,757.49	79,072.82	75.7%
TOTAL CAP IMP PECK	325,000.00	325,000.00	134,169.69	84,322.48	111,757.49	79,072.82	75.7%
TOTAL EXPENSES	325,000.00	325,000.00	134,169.69	84,322.48	111,757.49	79,072.82	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	130,000.00	152,000.00	21,896.00	21,046.00	129,701.44	402.56	99.7%
TOTAL MLK CENTER	130,000.00	152,000.00	21,896.00	21,046.00	129,701.44	402.56	99.7%
TOTAL EXPENSES	130,000.00	152,000.00	21,896.00	21,046.00	129,701.44	402.56	
3007400 CAP IMP AQUATICS							
3007400 56300 IMPROVEMENTS	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
TOTAL CAP IMP AQUATICS	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
TOTAL EXPENSES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	
GRAND TOTAL	0.00	0.00	8,750.32	244,629.95	525,263.40	-534,013.72	100.0%

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Revenues	(\$1,869,773)
Expenses	\$1,878,523
Net	\$ 8,750

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33440	OTHER GRANT					
-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.00%
310 36110	INTEREST					
-8,000.00	-8,000.00	-7,901.86	-1,145.73	0.00	-98.14	98.8%
310 38410	LOAN PROCEEDS					
-1,500,000.00	-1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.00%
TOTAL CAPITAL EXPANSION						
-1,708,000.00	-1,708,000.00	-7,901.86	-1,145.73	0.00	-1,700,098.14	.5%
TOTAL REVENUES						
-1,708,000.00	-1,708,000.00	-7,901.86	-1,145.73	0.00	-1,700,098.14	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
-250,000.00	-250,000.00	-91,349.64	-18,651.58	0.00	-158,650.36	36.5%
3101000 38910	CASH BALANCE FORWARD					
-693,374.00	-693,374.00	0.00	0.00	0.00	-693,374.00	.00%
3101000 56200	BUILDING					
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.00%
3101000 56500	INFRASTRUCTURE					
100,000.00	100,000.00	0.00	0.00	3,150.00	96,850.00	3.2%
3101000 59990	RESERVE					
844,574.00	844,574.00	0.00	0.00	0.00	844,574.00	.00%
TOTAL CAP EXP ADMIN						
1,501,200.00	1,501,200.00	-91,349.64	-18,651.58	3,150.00	1,589,399.64	-5.9%
TOTAL REVENUES						
-943,374.00	-943,374.00	-91,349.64	-18,651.58	0.00	-852,024.36	
TOTAL EXPENSES						
2,444,574.00	2,444,574.00	0.00	0.00	3,150.00	2,441,424.00	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
-93,750.00	-93,750.00	-34,288.84	-7,022.53	0.00	-59,461.16	36.6%

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3102100 CAP EXP POLICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102100 38910	CASH BALANCE FORWARD						
	-156,522.00	-156,522.00	0.00	0.00	0.00	-156,522.00	.0%*
3102100 56200	BUILDING						
	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
3102100 59990	RESERVE						
	972.00	972.00	0.00	0.00	0.00	972.00	.0%
TOTAL CAP EXP POLICE	700.00	700.00	-34,288.84	-7,022.53	0.00	34,988.84	-4898.4%
	TOTAL REVENUES						
	-250,272.00	-250,272.00	-34,288.84	-7,022.53	0.00	-215,983.16	
	TOTAL EXPENSES						
	250,972.00	250,972.00	0.00	0.00	0.00	250,972.00	
3102200 CAP EXP FIRE							
3102200 32422	IMPACT FEES FIRE						
	-187,500.00	-187,500.00	-66,462.52	-13,579.87	0.00	-121,037.48	35.4%*
3102200 38910	CASH BALANCE FORWARD						
	-676,789.00	-676,789.00	0.00	0.00	0.00	-676,789.00	.0%*
3102200 56400	MACH/EQUIP						
	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
3102200 59990	RESERVE						
	615,489.00	615,489.00	0.00	0.00	0.00	615,489.00	.0%
TOTAL CAP EXP FIRE	1,200.00	1,200.00	-66,462.52	-13,579.87	0.00	67,662.52	-5538.5%
	TOTAL REVENUES						
	-864,289.00	-864,289.00	-66,462.52	-13,579.87	0.00	-797,826.48	
	TOTAL EXPENSES						
	865,489.00	865,489.00	0.00	0.00	0.00	865,489.00	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,000,000.00	-1,000,000.00	-414,396.63	-87,486.93	0.00	-585,603.37	41.4%*
3107200 38910	CASH BALANCE FORWARD						
	-2,136,965.00	-2,136,965.00	0.00	0.00	0.00	-2,136,965.00	.0%*
3107200 53100	PROFESSIONAL SERVICES						
	10,000.00	10,000.00	6,000.00	0.00	4,000.00	0.00	100.0%

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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 55200	OPERATING SUPPLIES						
	0.00	6,000.00	5,771.43	0.00	0.00	228.57	96.2%
3107200 56200	BUILDING						
	148,000.00	148,000.00	0.00	0.00	101,306.00	46,694.00	68.5%
3107200 56300	IMPROVEMENTS						
	756,000.00	786,000.00	7,460.22	1,500.00	171,175.40	607,364.38	22.7%
3107200 56315	DUNE WALKOVERS						
	0.00	30,000.00	2,400.00	2,400.00	0.00	27,600.00	8.0%
3107200 59990	RESERVE						
	2,427,865.00	2,361,865.00	0.00	0.00	0.00	2,361,865.00	.0%
TOTAL CAP EXP RECREATION							
	204,900.00	204,900.00	-392,764.98	-83,586.93	276,481.40	321,183.58	-56.8%
	TOTAL REVENUES						
	-3,136,965.00	-3,136,965.00	-414,396.63	-87,486.93	0.00	-2,722,568.37	
	TOTAL EXPENSES						
	3,341,865.00	3,341,865.00	21,631.65	3,900.00	276,481.40	3,043,751.95	
	GRAND TOTAL						
	0.00	0.00	-592,767.84	-123,986.64	279,631.40	313,136.44	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	0.00	0.00	-645.62	-339.22	0.00	645.62	100.0%
330 36120		UNREALIZED GAIN					
	0.00	0.00	-78.19	-38.08	0.00	78.19	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-875,000.00	-125,000.00	0.00	-625,000.00	58.3%*
330 38910		CASH BALANCE FORWARD					
	-3,488,400.00	-3,488,400.00	0.00	0.00	0.00	-3,488,400.00	.0%*
330 59990		RESERVE					
	4,988,400.00	4,988,400.00	0.00	0.00	0.00	4,988,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-875,723.81	-125,377.30	0.00	875,723.81	100.0%
TOTAL REVENUES							
	-4,988,400.00	-4,988,400.00	-875,723.81	-125,377.30	0.00	-4,112,676.19	
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	-875,723.81	-125,377.30	0.00	875,723.81	100.0%

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	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	-193,231.37	-30,413.58	0.00	-114,595.63	62.8%*
410 34713		GOLF CARTS					
	-461,725.00	-461,725.00	-272,677.47	-45,146.97	0.00	-189,047.53	59.1%*
410 34714		RANGE FEES					
	-49,445.00	-49,445.00	-23,687.42	-4,565.70	0.00	-25,757.58	47.9%*
410 34715		PRO SHOP SALES					
	-81,237.00	-81,237.00	-36,377.34	-6,255.24	0.00	-44,859.66	44.8%*
410 34716		SNACK BAR SALES					
	-355,117.00	-355,117.00	-205,305.58	-25,864.17	0.00	-149,811.42	57.8%*
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	-1,100.00	140.00	0.00	-2,400.00	31.4%*
410 34733		MEMBERSHIPS					
	-144,941.00	-144,941.00	-99,450.55	-3,083.00	0.00	-45,490.45	68.6%*
410 36990		OTHER REVENUE					
	-22,700.00	-22,700.00	-57,558.22	-3,038.04	0.00	34,858.22	253.6%
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-128,333.31	-18,333.33	0.00	-91,666.69	58.3%*
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	512.19	73.17	0.00	365.81	58.3%
410 53200		AUDITING					
	6,975.00	6,975.00	4,645.03	720.00	0.00	2,329.97	66.6%
410 53400		CONTRACTUAL					
	666,118.00	666,118.00	376,549.98	58,077.04	0.00	289,568.02	56.5%
410 54000		TRAINING/TRAVEL					
	0.00	0.00	5,226.37	441.91	0.00	-5,226.37	100.0%*
410 54100		COMM - PHONE/FAX/ALARM					
	1,620.00	1,620.00	205.11	51.87	0.00	1,414.89	12.7%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	180.53	-36.71	0.00	2,339.47	7.2%
410 54103		COMMUNICATIONS-INTERNET					
	6,000.00	6,000.00	4,289.55	401.38	0.00	1,710.45	71.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54200		POSTAGE					
	120.00	270.00	150.40	27.25	0.00	119.60	55.7%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	37,711.90	4,934.77	0.00	26,488.10	58.7%
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	31.69	0.00	0.00	3,964.31	.8%
410 54500		INSURANCE					
	99,372.00	99,372.00	43,315.80	5,980.29	0.00	56,056.20	43.6%
410 54610		R/M BLDG & GROUNDS					
	4,200.00	4,200.00	5,496.99	676.55	0.00	-1,296.99	130.9%*
410 54620		R/M EQUIPMENT					
	29,700.00	29,700.00	28,819.88	3,866.76	0.00	880.12	97.0%
410 54800		PROMOTIONAL					
	28,050.00	28,050.00	19,047.55	2,578.86	0.00	9,002.45	67.9%
410 55100		OFFICE SUPPLIES					
	2,940.00	2,790.00	506.82	106.41	0.00	2,283.18	18.2%
410 55200		OPERATING SUPPLIES					
	207,406.00	202,079.00	115,740.39	26,698.80	0.00	86,338.61	57.3%
410 55210		UNIFORMS					
	6,200.00	6,200.00	3,137.46	418.36	0.00	3,062.54	50.6%
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	17,045.44	3,412.36	0.00	17,954.56	48.7%
410 55400		BOOKS/SUBS/DUES					
	6,145.00	6,145.00	2,223.53	0.00	0.00	3,921.47	36.2%
410 55545		PRO SHOP COST OF SALES					
	50,913.00	50,913.00	23,200.25	4,988.08	0.00	27,712.75	45.6%
410 55550		F&B COST OF SALES					
	151,467.00	151,467.00	101,542.76	14,159.59	0.00	49,924.24	67.0%
410 55555		F&B PERSONNEL COSTS					
	109,766.00	109,766.00	50,680.89	7,154.62	0.00	59,085.11	46.2%
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	6,649.46	355.87	0.00	2,378.54	73.7%
410 59990		RESERVE					
	-889,096.00	-889,096.00	0.00	0.00	0.00	-889,096.00	.0%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GOLF	0.00	0.00	-168,634.35	-1,752.80	0.00	168,634.35	100.0%
TOTAL REVENUES	-795,800.00	-795,800.00	-1,021,272.40	-136,840.03	0.00	225,472.40	
TOTAL EXPENSES	795,800.00	795,800.00	852,638.05	135,087.23	0.00	-56,838.05	
GRAND TOTAL	0.00	0.00	-168,634.35	-1,752.80	0.00	168,634.35	100.0%
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Golf	Budget		March YTD	
Pro Shop Sales	81,237.00		36,377.34	
Cost of Good Sold	<u>50,913.00</u>		<u>23,200.25</u>	
Profit/(Loss)	30,324.00	59.6%	13,177.09	56.8%
F&B Sales	355,117.00		179,441.41	
Cost of Good Sold	<u>261,233.00</u>		<u>130,909.44</u>	
Profit/(Loss)	93,884.00	35.9%	48,531.97	37.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33120		FEMA GRANT					
	0.00	0.00	-14,777.93	-14,777.93	0.00	14,777.93	100.0%
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 33420		FEMA STATE					
	0.00	0.00	-2,462.99	-2,462.99	0.00	2,462.99	100.0%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-650.00	-650.00	0.00	650.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-2,213.60	650.00	0.00	2,213.60	100.0%
420 34970		FUEL SALES					
	-20,000.00	-20,000.00	-19,333.44	-5,089.84	0.00	-666.56	96.7%*
420 34971		LEASE PAYMENTS-LAND LEASE					
	-68,439.00	-68,439.00	-71,943.66	-6,421.00	0.00	3,504.66	105.1%
420 34972		BUILDING LEASE					
	0.00	0.00	-2,283.38	-427.23	0.00	2,283.38	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-86,562.67	-13,498.33	0.00	-119,397.33	42.0%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-19,188.50	-2,682.85	0.00	-17,916.50	51.7%*
420 34975		RENT/LEASE PAYMENTS					
	-321,192.00	-321,192.00	-159,749.88	-22,202.11	0.00	-161,442.12	49.7%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-27,364.76	-4,497.46	0.00	-39,652.24	40.8%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-35,946.61	-5,648.83	0.00	-14,319.39	71.5%*
420 36990		OTHER REVENUE					
	-95,700.00	-95,700.00	-113,157.12	-22,795.00	0.00	17,457.12	118.2%
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	-45.00	0.00	0.00	-1,959.00	2.2%*
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	68,554.60	9,509.60	0.00	53,655.40	56.1%
420 52100		FICA					
	9,349.00	9,349.00	4,740.71	652.64	0.00	4,608.29	50.7%

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City of Fernandina Beach
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52200		RETIREMENT					
	36,594.00	36,594.00	22,037.76	2,943.22	0.00	14,556.24	60.2%
420 52300		HEALTH INSUR					
	29,701.00	29,701.00	17,289.09	2,473.94	0.00	12,411.91	58.2%
420 52301		LIFE INSUR					
	605.00	605.00	407.96	58.28	0.00	197.04	67.4%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,024.31	146.33	0.00	731.69	58.3%
420 52400		WORKERS' COMP					
	2,150.00	2,150.00	1,254.19	179.17	0.00	895.81	58.3%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	24,895.19	11,147.00	0.00	104.81	99.6%
420 53200		AUDITING					
	6,795.00	6,795.00	3,963.75	566.25	0.00	2,831.25	58.3%
420 53400		CONTRACTUAL					
	47,440.00	47,440.00	24,990.09	4,847.20	999.00	21,450.91	54.8%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	376.86	25.00	0.00	2,623.14	12.6%
420 54100		COMM - PHONE/FAX/ALARM					
	1,920.00	1,920.00	1,024.68	155.61	0.00	895.32	53.4%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	946.18	238.07	0.00	1,053.82	47.3%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	1,777.50	185.50	0.00	3,972.50	30.9%
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	19,121.36	4,080.29	0.00	23,878.64	44.5%
420 54310		UTILITIES-WATER & WASTEWATER					
	14,504.00	14,504.00	6,520.12	751.14	0.00	7,983.88	45.0%
420 54500		INSURANCE					
	45,052.00	45,052.00	26,280.31	3,754.33	0.00	18,771.69	58.3%
420 54610		R/M BLDG & GROUNDS					
	108,000.00	106,600.00	52,732.48	8,066.82	1,512.50	52,355.02	50.9%
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	5,250.00	715.00	0.00	-1,250.00	131.3%*
420 54640		R/M VEHICLES-PARTS					
	4,000.00	5,400.00	4,675.95	288.92	0.00	724.05	86.6%
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	0.00	0.00	269.83	86.5%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54910		BILLING COSTS					
	7,300.00	7,300.00	4,258.31	608.33	0.00	3,041.69	58.3%
420 55100		OFFICE SUPPLIES					
	6,300.00	8,300.00	4,209.02	630.40	0.00	4,090.98	50.7%
420 55200		OPERATING SUPPLIES					
	735.00	735.00	410.19	0.00	0.00	324.81	55.8%
420 55210		UNIFORMS					
	400.00	400.00	112.50	0.00	0.00	287.50	28.1%
420 55230		GAS/OIL					
	8,000.00	8,000.00	1,981.95	316.44	0.00	6,018.05	24.8%
420 55400		BOOKS/SUBS/DUES					
	725.00	725.00	605.00	275.00	0.00	120.00	83.4%
420 56300		IMPROVEMENTS					
	583,950.00	611,038.00	175,665.19	0.00	49,904.42	385,468.39	36.9%
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	18,932.39	0.00	0.00	18,899.61	50.0%
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	-227,477.06	-47,889.09	52,415.92	175,061.14	100.0%
	TOTAL REVENUES						
	-1,288,583.00	-1,288,583.00	-723,556.27	-100,503.57	0.00	-565,026.73	
	TOTAL EXPENSES						
	1,288,583.00	1,288,583.00	496,079.21	52,614.48	52,415.92	740,087.87	
	GRAND TOTAL						
	0.00	0.00	-227,477.06	-47,889.09	52,415.92	175,061.14	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	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	-1,391,934.36	-205,053.20	0.00	-1,008,065.64	58.0%*
440 36110		INTEREST					
	0.00	0.00	-1,457.85	-211.38	0.00	1,457.85	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-9,349.99	-4,239.51	0.00	-9,650.01	49.2%*
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	3,963.75	566.25	0.00	2,831.25	58.3%
440 53400		CONTRACTUAL					
	100,000.00	100,000.00	84,394.80	48,838.53	1.97	15,603.23	84.4%
440 53440		SANITATION SERVICES EXPENSE					
	2,181,600.00	2,181,600.00	964,869.07	214,584.48	0.00	1,216,730.93	44.2%
440 53444		RECYCLING SERVICES					
	15,000.00	15,000.00	7,875.00	1,125.00	0.00	7,125.00	52.5%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	53,666.69	7,666.67	0.00	38,333.31	58.3%
440 55230		GAS/OIL					
	1,000.00	1,000.00	1,443.62	8.92	0.00	-443.62	144.4%*
440 55644		NON PROFIT KNB					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
440 56401		NON CAP EQUIP					
	0.00	100,000.00	47,597.27	47,597.27	47,597.28	4,805.45	95.2%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	21,000.00	3,000.00	0.00	15,000.00	58.3%
440 59990		RESERVE					
	114,005.00	14,005.00	0.00	0.00	0.00	14,005.00	.0%
TOTAL SANITATION	0.00	0.00	-217,932.00	113,883.03	47,599.25	170,332.75	100.0%
		TOTAL REVENUES					
	-2,547,400.00	-2,547,400.00	-1,402,742.20	-209,504.09	0.00	-1,144,657.80	
		TOTAL EXPENSES					
	2,547,400.00	2,547,400.00	1,184,810.20	323,387.12	47,599.25	1,314,990.55	
		GRAND TOTAL					
	0.00	0.00	-217,932.00	113,883.03	47,599.25	170,332.75	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$3,274,884.03				
450 34345		WASTEWATER CHARGES					
	-5,830,988.00	-5,830,988.00	-3,323,592.08	-442,491.19	0.00	-2,507,395.92	57.0%*
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-23,974.20	-22,649.40	0.00	-11,025.80	68.5%*
450 34535		WASTEWATER TAP FEES					
	-5,000.00	-5,000.00	-18,874.88	-2,000.00	0.00	13,874.88	377.5%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	0.00	0.00	-4,929.10	-500.00	0.00	4,929.10	100.0%
450 36110		INTEREST					
	-24,000.00	-24,000.00	-53,849.78	-10,364.97	0.00	29,849.78	224.4%
450 36120		UNREALIZED GAIN					
	0.00	0.00	-78.19	-38.08	0.00	78.19	100.0%
450 36990		OTHER REVENUE					
	0.00	0.00	-150.00	-150.00	0.00	150.00	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-16,221.00	-1,504.75	0.00	16,221.00	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	312,128.99	40,145.53	0.00	259,183.01	54.6%
450 51350		PART-TIME					
	31,356.00	31,356.00	9,559.80	1,499.85	0.00	21,796.20	30.5%
450 51400		OVERTIME					
	100,000.00	100,000.00	52,160.57	6,701.99	0.00	47,839.43	52.2%
450 52100		FICA					
	53,754.00	53,754.00	26,146.04	3,365.08	0.00	27,607.96	48.6%
450 52200		RETIREMENT					
	179,522.00	179,522.00	96,089.10	13,099.65	0.00	83,432.90	53.5%
450 52300		HEALTH INSUR					
	170,315.00	170,315.00	101,507.41	13,456.41	0.00	68,807.59	59.6%
450 52301		LIFE INSUR					
	2,850.00	2,850.00	1,835.55	246.88	0.00	1,014.45	64.4%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	8,960.56	1,280.08	0.00	6,400.44	58.3%
450 52400		WORKERS' COMP					
	15,897.00	15,897.00	9,273.25	1,324.75	0.00	6,623.75	58.3%
450 53200		AUDITING					
	14,345.00	14,345.00	8,367.94	1,195.42	0.00	5,977.06	58.3%
450 53400		CONTRACTUAL					
	250,800.00	250,800.00	98,612.65	14,627.80	14,560.07	137,627.28	45.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	6,634.14	0.00	0.00	9,740.86	40.5%
450 54100		COMM - PHONE/FAX/ALARM					
	2,700.00	2,700.00	411.81	69.16	0.00	2,288.19	15.3%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	1,359.38	505.68	0.00	1,040.62	56.6%
450 54103		COMMUNICATIONS-INTERNET					
	3,335.00	3,335.00	2,236.24	413.83	0.00	1,098.76	67.1%
450 54200		POSTAGE					
	3,000.00	3,000.00	297.54	45.58	0.00	2,702.46	9.9%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	101,797.63	14,069.33	0.00	88,202.37	53.6%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	8,360.95	1,085.82	0.00	22,926.05	26.7%
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	44,301.25	6,328.75	0.00	31,643.75	58.3%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	1,257.45	210.00	0.00	18,742.55	6.3%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	52,262.91	1,673.56	32,947.00	24,790.09	77.5%
450 54630		R/M VEHICLES-LABOR					
	25,000.00	25,000.00	12,990.50	1,307.50	0.00	12,009.50	52.0%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	17,580.31	2,461.81	0.00	22,419.69	44.0%
450 54910		BILLING COSTS					
	175,000.00	175,000.00	102,083.31	14,583.33	0.00	72,916.69	58.3%
450 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	112,583.31	16,083.33	0.00	80,416.69	58.3%
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	148,109.45	15,599.20	0.00	46,760.55	76.0%
450 55210		UNIFORMS					
	5,575.00	5,575.00	3,840.56	294.80	0.00	1,734.44	68.9%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	1,131.53	404.94	0.00	368.47	75.4%
450 55230		GAS/OIL					
	35,000.00	35,000.00	10,494.85	1,461.07	0.00	24,505.15	30.0%
450 55240		CHEMICALS					
	70,000.00	70,000.00	23,770.16	2,666.16	0.00	46,229.84	34.0%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	3,764.26	0.00	0.00	4,235.74	47.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	1,224.00	250.00	0.00	676.00	64.4%
450 56300		IMPROVEMENTS					
	820,000.00	820,000.00	126,582.76	6,535.38	430,495.30	262,921.94	67.9%
450 56400		MACH/EQUIP					
	345,000.00	345,000.00	1,970.00	1,970.00	239,035.21	103,994.79	69.9%
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	210,000.00	30,000.00	0.00	150,000.00	58.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	416,583.00	416,583.00	243,006.75	34,715.25	0.00	173,576.25	58.3%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	875,000.00	125,000.00	0.00	625,000.00	58.3%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	350,000.00	50,000.00	0.00	250,000.00	58.3%
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	-248,561.27	-55,020.47	717,037.58	-468,476.31	100.0%
		TOTAL REVENUES					
	-11,638,500.00	-11,638,500.00	-3,441,669.23	-479,698.39	0.00	-8,196,830.77	
		TOTAL EXPENSES					
	11,638,500.00	11,638,500.00	3,193,107.96	424,677.92	717,037.58	7,728,354.46	
		GRAND TOTAL					
	0.00	0.00	-248,561.27	-55,020.47	717,037.58	-468,476.31	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$2,232,205.91				
460 34346		WATER CHARGES					
	-4,110,237.00	-4,110,237.00	-2,295,895.65	-305,567.83	0.00	-1,814,341.35	55.9%*
460 34610		WATER TAP CHARGES					
	-24,000.00	-24,000.00	-27,250.00	-1,250.00	0.00	3,250.00	113.5%
460 34620		WATER METER INSTALLATION FEES					
	-18,900.00	-18,900.00	-22,783.25	-4,405.01	0.00	3,883.25	120.5%
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	-5,590.00	-400.00	0.00	-9,410.00	37.3%*
460 36110		INTEREST					
	-2,800.00	-2,800.00	-665.13	-349.48	0.00	-2,134.87	23.8%*
460 36120		UNREALIZED GAIN					
	0.00	0.00	-80.53	-39.22	0.00	80.53	100.0%
460 36323		EXTENSION CHARGES					
	-8,400.00	-8,400.00	-13,050.00	-500.00	0.00	4,650.00	155.4%
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	-350,000.00	-50,000.00	0.00	-250,000.00	58.3%*
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	260,018.83	36,277.65	0.00	266,261.17	49.4%
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	54,360.79	6,973.36	0.00	40,639.21	57.2%
460 52100		FICA					
	47,528.00	47,528.00	23,153.63	3,129.43	0.00	24,374.37	48.7%
460 52200		RETIREMENT					
	199,712.00	199,712.00	101,913.23	13,401.67	0.00	97,798.77	51.0%
460 52300		HEALTH INSUR					
	129,651.00	129,651.00	71,583.91	11,231.36	0.00	58,067.09	55.2%
460 52301		LIFE INSUR					
	2,997.00	2,997.00	1,476.17	224.20	0.00	1,520.83	49.3%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	8,448.44	1,206.92	0.00	6,034.56	58.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	16,818.00	16,818.00	9,810.50	1,401.50	0.00	7,007.50	58.3%
460 53200		AUDITING					
	9,815.00	9,815.00	5,725.44	817.92	0.00	4,089.56	58.3%
460 53400		CONTRACTUAL					
	149,899.00	149,899.00	30,749.57	4,028.89	0.00	119,149.43	20.5%
460 54000		TRAINING/TRAVEL					
	14,420.00	14,420.00	6,979.73	338.40	0.00	7,440.27	48.4%
460 54100		COMM - PHONE/FAX/ALARM					
	2,111.00	2,111.00	535.75	89.95	0.00	1,575.25	25.4%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	2,239.79	320.46	0.00	2,760.21	44.8%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,169.83	136.92	0.00	3,080.17	41.3%
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	127,485.14	24,232.06	0.00	122,514.86	51.0%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,300.00	2,300.00	421.08	70.18	0.00	1,878.92	18.3%
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	7,531.37	1,075.91	0.00	5,526.63	57.7%
460 54500		INSURANCE					
	32,214.00	32,214.00	18,791.50	2,684.50	0.00	13,422.50	58.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	2,512.30	2,083.48	0.00	487.70	83.7%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	31,558.93	307.67	0.00	248,441.07	11.3%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	4,906.25	1,006.25	0.00	7,093.75	40.9%
460 54640		R/M VEHICLES-PARTS					
	18,000.00	18,000.00	8,091.93	339.46	0.00	9,908.07	45.0%
460 54800		PROMOTIONAL					
	5,000.00	5,000.00	4,127.70	881.03	0.00	872.30	82.6%
460 54910		BILLING COSTS					
	175,000.00	175,000.00	102,083.31	14,583.33	0.00	72,916.69	58.3%
460 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	112,583.31	16,083.33	0.00	80,416.69	58.3%
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	122,394.46	11,092.96	6,840.00	32,185.54	80.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55210		UNIFORMS					
	4,875.00	4,875.00	4,511.76	0.00	0.00	363.24	92.5%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	150.53	0.00	0.00	299.47	33.5%
460 55230		GAS/OIL					
	35,000.00	35,000.00	17,426.96	2,632.13	0.00	17,573.04	49.8%
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	1,200.25	0.00	0.00	4,939.75	19.5%
460 56200		BUILDING					
	15,000.00	15,000.00	10,280.00	0.00	0.00	4,720.00	68.5%
460 56300		IMPROVEMENTS					
	570,000.00	570,000.00	23,714.76	3,794.07	0.00	546,285.24	4.2%
460 56400		MACH/EQUIP					
	43,000.00	43,000.00	36,880.00	3,135.00	0.00	6,120.00	85.8%
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	105,000.00	15,000.00	0.00	75,000.00	58.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,497,749.00	1,497,749.00	873,686.94	124,812.42	0.00	624,062.06	58.3%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,276,705.00	4,276,705.00	0.00	0.00	0.00	4,276,705.00	.0%
TOTAL WATER	0.00	0.00	-510,282.51	-59,119.13	6,840.00	503,442.51	100.0%
TOTAL REVENUES	-9,252,700.00	-9,252,700.00	-2,717,044.35	-362,511.54	0.00	-6,535,655.65	
TOTAL EXPENSES	9,252,700.00	9,252,700.00	2,206,761.84	303,392.41	6,840.00	7,039,098.16	
GRAND TOTAL	0.00	0.00	-510,282.51	-59,119.13	6,840.00	503,442.51	100.0%

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	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	LY \$486,868.78 0.00	0.00	0.00	-256,053.00	.0%*
470 34347		WATER DRAINAGE FEES					
	-815,000.00	-815,000.00	-501,458.07	-71,395.20	0.00	-313,541.93	61.5%*
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	260,224.00	142,848.66	23,949.43	0.00	117,375.34	54.9%
470 51350		PART-TIME					
	0.00	582.00	581.04	0.00	0.00	0.96	99.8%
470 51400		OVERTIME					
	5,000.00	11,418.00	7,294.94	1,877.30	0.00	4,123.06	63.9%
470 52100		FICA					
	20,825.00	20,825.00	10,792.44	1,857.30	0.00	10,032.56	51.8%
470 52200		RETIREMENT					
	83,791.00	83,791.00	49,533.49	7,993.35	0.00	34,257.51	59.1%
470 52300		HEALTH INSUR					
	72,825.00	72,825.00	36,682.37	6,168.61	0.00	36,142.63	50.4%
470 52301		LIFE INSUR					
	1,511.00	1,511.00	803.51	131.21	0.00	707.49	53.2%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,279.81	182.83	0.00	914.19	58.3%
470 52400		WORKERS' COMP					
	6,814.00	6,814.00	3,974.81	567.83	0.00	2,839.19	58.3%
470 53100		PROFESSIONAL SERVICES					
	15,000.00	15,000.00	3,700.00	2,950.00	0.00	11,300.00	24.7%
470 53200		AUDITING					
	6,040.00	6,040.00	3,523.31	503.33	0.00	2,516.69	58.3%
470 53400		CONTRACTUAL					
	71,938.00	56,543.00	51,792.03	9,166.86	1,409.00	3,341.97	94.1%
470 54000		TRAINING/TRAVEL					
	990.00	2,445.00	2,436.55	711.00	0.00	8.45	99.7%
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	1,304.12	194.47	0.00	695.88	65.2%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	301.91	0.00	0.00	1,333.09	18.5%

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	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	1,486.67	230.80	0.00	3,313.33	31.0%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,200.00	1,200.00	202.36	0.00	0.00	997.64	16.9%
470 54500		INSURANCE					
	901.00	901.00	525.56	75.08	0.00	375.44	58.3%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	703.97	0.00	0.00	1,796.03	28.2%
470 54620		R/M EQUIPMENT					
	5,000.00	3,545.00	-224.82	19.98	0.00	3,769.82	-6.3%
470 54630		R/M VEHICLES-LABOR					
	10,000.00	8,625.00	1,643.25	508.75	0.00	6,981.75	19.1%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	4,471.71	1,783.36	0.00	10,528.29	29.8%
470 54700		PRINTING					
	500.00	500.00	124.10	0.00	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	20,416.69	2,916.67	0.00	14,583.31	58.3%
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	28,777.48	1,430.96	844.40	11,938.12	71.3%
470 55210		UNIFORMS					
	1,625.00	3,000.00	2,563.80	120.00	0.00	436.20	85.5%
470 55230		GAS/OIL					
	10,000.00	10,000.00	7,053.35	1,835.92	0.00	2,946.65	70.5%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	758.21	0.00	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	0.00	0.00	1,181.43	84.0%
470 56300		IMPROVEMENTS					
	825,000.00	825,000.00	58,262.39	12,874.00	115,326.25	651,411.36	21.0%
470 56400		MACH/EQUIP					
	0.00	7,995.00	7,995.00	0.00	0.00	0.00	100.0%
470 59990		RESERVE					
	158,930.00	158,930.00	0.00	0.00	0.00	158,930.00	.0%
TOTAL STORMWATER	0.00	0.00	-42,439.26	6,653.84	117,579.65	-75,140.39	100.0%
TOTAL REVENUES	-1,744,000.00	-1,744,000.00	-501,458.07	-71,395.20	0.00	-1,242,541.93	
TOTAL EXPENSES							

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1,744,000.00	1,744,000.00	459,018.81	78,049.04	117,579.65	1,167,401.54	
GRAND TOTAL 0.00	0.00	-42,439.26	6,653.84	117,579.65	-75,140.39	100.0%
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	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	-375,038.16	0.00	0.00	-369,961.84	50.3%*
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	-53,753.25	-5,958.50	0.00	-46,246.75	53.8%*
480 34755		SLIP RENTALS - TRANSIENT					
	-22,500.00	-22,500.00	-2,471.25	-60.00	0.00	-20,028.75	11.0%*
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	-14,442.79	-2,064.87	0.00	-9,557.21	60.2%*
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	-5,477.29	-782.47	0.00	-4,022.71	57.7%*
480 36990		OTHER REVENUE					
	-600.00	-600.00	-84.55	-24.38	0.00	-515.45	14.1%*
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-175,000.00	-25,000.00	0.00	-125,000.00	58.3%*
480 38410		LOAN PROCEEDS					
	-6,550,000.00	-8,350,000.00	-3,126,000.00	0.00	0.00	-5,224,000.00	37.4%*
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	52,888.36	8,888.80	0.00	27,111.64	66.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 52100	FICA						
	0.00	6,150.00	4,067.03	683.83	0.00	2,082.97	66.1%
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	3,963.75	566.25	0.00	2,831.25	58.3%
480 53400	CONTRACTUAL						
	382,093.00	382,093.00	175,094.82	14,394.18	0.00	206,998.18	45.8%
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	675.47	270.55	0.00	4,304.53	13.6%
480 54101	COMMUNICATIONS-CELLULAR						
	2,780.00	3,230.00	968.81	140.59	0.00	2,261.19	30.0%
480 54103	COMMUNICATIONS-INTERNET						
	10,900.00	10,900.00	1,678.94	174.42	0.00	9,221.06	15.4%
480 54300	UTILITIES ELECTRIC						
	24,000.00	24,000.00	5,763.75	592.36	0.00	18,236.25	24.0%
480 54310	UTILITIES-WATER & WASTEWATER						
	19,000.00	19,000.00	11,753.90	1,010.85	0.00	7,246.10	61.9%
480 54500	INSURANCE						
	69,509.00	69,509.00	40,546.94	5,792.42	0.00	28,962.06	58.3%
480 54610	R/M BLDG & GROUNDS						
	35,000.00	35,000.00	3,297.11	326.10	0.00	31,702.89	9.4%
480 54620	R/M EQUIPMENT						
	11,750.00	11,750.00	4,324.16	119.99	0.00	7,425.84	36.8%
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	6,570.37	1,010.99	0.00	20,199.63	24.5%
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	961.40	499.27	0.00	838.60	53.4%
480 55230	GAS/OIL						
	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	.0%

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	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	1,534,122.01	10,611.75	4,321,048.64	256,379.35	95.8%
480 56300		IMPROVEMENTS					
	1,325,000.00	2,625,000.00	688,759.65	45,627.92	1,573,213.21	363,027.14	86.2%
480 56328		DREDGING-MARINA					
	0.00	500,000.00	0.00	0.00	396,043.25	103,956.75	79.2%
480 57100		PRINCIPAL					
	5,763,000.00	5,763,000.00	51,217.79	12,292.27	0.00	5,711,782.21	.9%
480 57200		INTEREST					
	125,488.00	125,488.00	59,796.54	6,525.00	0.00	65,691.46	47.7%
480 59990		RESERVE					
	-1,485,515.00	-1,485,515.00	0.00	0.00	0.00	-1,485,515.00	.00%*
TOTAL MARINA	0.00	0.00	-1,095,254.01	75,637.32	6,290,305.10	-5,195,051.09	100.0%
	TOTAL REVENUES						
	-12,848,025.00	-14,648,025.00	-3,757,938.58	-33,890.22	0.00	-10,890,086.42	
	TOTAL EXPENSES						
	12,848,025.00	14,648,025.00	2,662,684.57	109,527.54	6,290,305.10	5,695,035.33	
	GRAND TOTAL						
	0.00	0.00	-1,095,254.01	75,637.32	6,290,305.10	-5,195,051.09	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-12,000.00	-12,000.00	-3,737.25	-1,208.75	0.00	-8,262.75	31.1%*
510 36992		GAIN ON SALE OF ASSET					
	-60,000.00	-60,000.00	-46,835.00	-5,105.00	0.00	-13,165.00	78.1%*
510 36994		LOANER VEHICLE REVENUE					
	-2,500.00	-2,500.00	-986.40	-98.40	0.00	-1,513.60	39.5%*
510 38040		PARTS					
	0.00	0.00	95.28	-3.60	0.00	-95.28	100.0%*
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	-19.94	0.00	0.00	-480.06	4.0%*
510 38048		HUMANE SOCIETY-LABOR					
	-500.00	-500.00	-110.00	0.00	0.00	-390.00	22.0%*
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-1,265.33	-152.20	0.00	-1,734.67	42.2%*
510 38053		GAS/OIL					
	-347,250.00	-347,250.00	-169,591.56	-29,541.20	0.00	-177,658.44	48.8%*
510 38144		FROM SANITATION					
	-15,000.00	-15,000.00	-7,875.00	-1,125.00	0.00	-7,125.00	52.5%*
510 38910		CASH BALANCE FORWARD					
	-46,200.00	-46,200.00	0.00	0.00	0.00	-46,200.00	.0%*
TOTAL FLEET	-486,950.00	-486,950.00	-230,325.20	-37,234.15	0.00	-256,624.80	47.3%
	TOTAL REVENUES						
	-486,950.00	-486,950.00	-230,325.20	-37,234.15	0.00	-256,624.80	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-270,500.00	-270,500.00	-152,596.71	-23,394.70	0.00	-117,903.29	56.4%*
5101000 38045		LABOR					
	-140,000.00	-140,000.00	-81,666.76	-11,666.68	0.00	-58,333.24	58.3%*
TOTAL GENERAL FUND	-410,500.00	-410,500.00	-234,263.47	-35,061.38	0.00	-176,236.53	57.1%
	TOTAL REVENUES						
	-410,500.00	-410,500.00	-234,263.47	-35,061.38	0.00	-176,236.53	
5103900 CEMETERY							
5103900 38040		PARTS					

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5103900 CEMETERY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5103900 38045	-2,000.00	-2,000.00	-255.30	0.00	0.00	-1,744.70	12.8%*
	LABOR						
	-2,000.00	-2,000.00	-205.00	0.00	0.00	-1,795.00	10.3%*
TOTAL CEMETERY							
	-4,000.00	-4,000.00	-460.30	0.00	0.00	-3,539.70	11.5%
TOTAL REVENUES							
	-4,000.00	-4,000.00	-460.30	0.00	0.00	-3,539.70	
5104200 AIRPORT							
5104200 38040	PARTS						
	-4,000.00	-4,000.00	-4,675.95	-288.92	0.00	675.95	116.9%
5104200 38045	LABOR						
	-4,000.00	-4,000.00	-5,250.00	-715.00	0.00	1,250.00	131.3%
TOTAL AIRPORT							
	-8,000.00	-8,000.00	-9,925.95	-1,003.92	0.00	1,925.95	124.1%
TOTAL REVENUES							
	-8,000.00	-8,000.00	-9,925.95	-1,003.92	0.00	1,925.95	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-17,553.03	-2,461.81	0.00	-22,446.97	43.9%*
5104500 38045	LABOR						
	-25,000.00	-25,000.00	-10,966.50	-1,307.50	0.00	-14,033.50	43.9%*
TOTAL WASTEWATER							
	-65,000.00	-65,000.00	-28,519.53	-3,769.31	0.00	-36,480.47	43.9%
TOTAL REVENUES							
	-65,000.00	-65,000.00	-28,519.53	-3,769.31	0.00	-36,480.47	
5104600 WATER							
5104600 38040	PARTS						
	-18,000.00	-18,000.00	-8,157.17	-339.46	0.00	-9,842.83	45.3%*
5104600 38045	LABOR						
	-12,000.00	-12,000.00	-6,930.25	-1,006.25	0.00	-5,069.75	57.8%*

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5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WATER	-30,000.00	-30,000.00	-15,087.42	-1,345.71	0.00	-14,912.58	50.3%
TOTAL REVENUES	-30,000.00	-30,000.00	-15,087.42	-1,345.71	0.00	-14,912.58	
5104700 STORMWATER							
5104700 38040 PARTS	-15,000.00	-15,000.00	-3,554.80	-1,783.36	0.00	-11,445.20	23.7%*
5104700 38045 LABOR	-10,000.00	-10,000.00	-1,643.25	-508.75	0.00	-8,356.75	16.4%*
TOTAL STORMWATER	-25,000.00	-25,000.00	-5,198.05	-2,292.11	0.00	-19,801.95	20.8%
TOTAL REVENUES	-25,000.00	-25,000.00	-5,198.05	-2,292.11	0.00	-19,801.95	
GRAND TOTAL	-1,029,450.00	-1,029,450.00	-523,779.92	-80,706.58	0.00	-505,670.08	50.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	117,837.00	117,837.00	68,050.16	9,706.99	0.00	49,786.84	57.7%
510 51350		PART TIME SALARIES					
	27,995.00	27,995.00	16,511.17	2,448.06	0.00	11,483.83	59.0%
510 51400		OVERTIME					
	6,000.00	6,000.00	760.95	-0.02	0.00	5,239.05	12.7%
510 52100		FICA					
	11,615.00	11,615.00	6,510.35	920.25	0.00	5,104.65	56.1%
510 52200		RETIREMENT					
	36,120.00	36,120.00	26,410.09	3,012.05	0.00	9,709.91	73.1%
510 52300		HEALTH INSUR					
	22,624.00	22,624.00	14,119.23	2,017.04	0.00	8,504.77	62.4%
510 52301		LIFE INSUR					
	603.00	603.00	411.02	57.81	0.00	191.98	68.2%
510 52400		WORKERS' COMP					
	3,874.00	3,874.00	2,259.81	322.83	0.00	1,614.19	58.3%
510 53200		AUDITING					
	2,265.00	2,265.00	1,321.25	188.75	0.00	943.75	58.3%
510 53400		CONTRACTUAL					
	23,524.00	23,524.00	13,049.84	507.54	0.00	10,474.16	55.5%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	1,732.90	525.00	0.00	1,717.10	50.2%
510 54100		COMM - PHONE/FAX/ALARM					
	316.00	316.00	0.00	0.00	0.00	316.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,730.00	1,730.00	426.95	62.24	0.00	1,303.05	24.7%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	920.56	112.08	0.00	714.44	56.3%
510 54200		POSTAGE					
	100.00	100.00	6.70	0.00	0.00	93.30	6.7%
510 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	1,875.14	234.06	0.00	1,724.86	52.1%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,000.00	2,000.00	1,009.07	159.78	0.00	990.93	50.5%
510 54500		INSURANCE					
	19,309.00	19,309.00	11,263.56	1,609.08	0.00	8,045.44	58.3%
510 54610		R/M BLDG & GROUNDS					
	5,500.00	5,500.00	3,730.06	0.00	0.00	1,769.94	67.8%
510 54620		R/M EQUIPMENT					
	8,750.00	8,750.00	2,034.50	165.93	0.00	6,715.50	23.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	1,137.25	208.75	0.00	862.75	56.9%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	4,200.00	3,691.34	485.93	0.00	508.66	87.9%
510 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	109.63	0.00	0.00	890.37	11.0%
510 55200		OPERATING SUPPLIES					
	11,235.00	11,185.00	4,522.76	676.29	0.00	6,662.24	40.4%
510 55210		UNIFORMS					
	575.00	992.00	991.39	0.00	0.00	0.61	99.9%
510 55230		GAS/OIL					
	4,000.00	4,000.00	2,502.99	568.12	0.00	1,497.01	62.6%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	0.00	50.00	50.00	0.00	0.00	0.00	100.0%
510 56400		MACH/EQUIP					
	32,000.00	26,923.00	26,075.00	0.00	0.00	848.00	96.9%
510 56401		EQUIP-NON CAPITAL					
	0.00	3,460.00	3,460.00	0.00	0.00	0.00	100.0%
510 58600		GAS/OIL COSTS					
	306,000.00	306,000.00	151,650.50	26,384.70	0.00	154,349.50	49.6%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,750.00	307,750.00	159,656.49	16,839.20	0.00	148,093.51	51.9%
510 59100		TRANSFER TO GENERAL FUND					
	15,000.00	15,000.00	8,750.00	1,250.00	0.00	6,250.00	58.3%
510 59990		RESERVE					
	47,543.00	47,543.00	0.00	0.00	0.00	47,543.00	.0%
TOTAL FLEET							
	1,029,450.00	1,029,450.00	535,000.66	68,462.46	0.00	494,449.34	52.0%
TOTAL EXPENSES							
	1,029,450.00	1,029,450.00	535,000.66	68,462.46	0.00	494,449.34	
GRAND TOTAL							
	1,029,450.00	1,029,450.00	535,000.66	68,462.46	0.00	494,449.34	52.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-14,711.60	-1,620.93	0.00	-17,288.40	46.0%*
520 36990		OTHER REVENUE					
	0.00	0.00	-491.15	0.00	0.00	491.15	100.0%
520 38910		CASH BALANCE FORWARD					
	-1,630.00	-1,630.00	0.00	0.00	0.00	-1,630.00	.0%*
TOTAL UTILITY BILLING	-33,630.00	-33,630.00	-15,202.75	-1,620.93	0.00	-18,427.25	45.2%
TOTAL REVENUES	-33,630.00	-33,630.00	-15,202.75	-1,620.93	0.00	-18,427.25	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-4,258.31	-608.33	0.00	-3,041.69	58.3%*
TOTAL AIRPORT	-7,300.00	-7,300.00	-4,258.31	-608.33	0.00	-3,041.69	58.3%
TOTAL REVENUES	-7,300.00	-7,300.00	-4,258.31	-608.33	0.00	-3,041.69	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-53,666.69	-7,666.67	0.00	-38,333.31	58.3%*
TOTAL SANITATION	-92,000.00	-92,000.00	-53,666.69	-7,666.67	0.00	-38,333.31	58.3%
TOTAL REVENUES	-92,000.00	-92,000.00	-53,666.69	-7,666.67	0.00	-38,333.31	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-175,000.00	-175,000.00	-102,083.31	-14,583.33	0.00	-72,916.69	58.3%*

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-175,000.00	-175,000.00	-102,083.31	-14,583.33	0.00	-72,916.69	58.3%
TOTAL REVENUES	-175,000.00	-175,000.00	-102,083.31	-14,583.33	0.00	-72,916.69	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-175,000.00	-175,000.00	-102,083.31	-14,583.33	0.00	-72,916.69	58.3%*
TOTAL WATER	-175,000.00	-175,000.00	-102,083.31	-14,583.33	0.00	-72,916.69	58.3%
TOTAL REVENUES	-175,000.00	-175,000.00	-102,083.31	-14,583.33	0.00	-72,916.69	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-20,416.69	-2,916.67	0.00	-14,583.31	58.3%*
TOTAL STORMWATER	-35,000.00	-35,000.00	-20,416.69	-2,916.67	0.00	-14,583.31	58.3%
TOTAL REVENUES	-35,000.00	-35,000.00	-20,416.69	-2,916.67	0.00	-14,583.31	
GRAND TOTAL	-517,930.00	-517,930.00	-297,711.06	-41,979.26	0.00	-220,218.94	57.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	204,665.00	204,665.00	102,780.98	14,099.36	0.00	101,884.02	50.2%
520 51400		OVERTIME					
	3,000.00	3,000.00	3,245.95	461.14	0.00	-245.95	108.2%*
520 52100		FICA					
	15,886.00	15,886.00	7,716.40	1,062.93	0.00	8,169.60	48.6%
520 52200		RETIREMENT					
	62,733.00	62,733.00	34,113.91	4,506.47	0.00	28,619.09	54.4%
520 52300		HEALTH INSUR					
	45,489.00	45,489.00	22,541.79	1,962.65	0.00	22,947.21	49.6%
520 52301		LIFE INSUR					
	1,042.00	1,042.00	568.70	60.63	0.00	473.30	54.6%
520 52400		WORKERS' COMP					
	373.00	373.00	217.56	31.08	0.00	155.44	58.3%
520 53400		CONTRACTUAL					
	34,686.00	34,686.00	22,204.70	391.69	0.00	12,481.30	64.0%
520 54000		TRAINING/TRAVEL					
	3,290.00	3,290.00	1,350.21	0.00	0.00	1,939.79	41.0%
520 54100		COMM - PHONE/FAX/ALARM					
	882.00	882.00	205.90	34.58	0.00	676.10	23.3%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	920.56	112.08	0.00	714.44	56.3%
520 54200		POSTAGE					
	40,000.00	40,000.00	23,994.00	3,999.00	0.00	16,006.00	60.0%
520 54300		UTILITIES ELECTRIC					
	3,500.00	3,500.00	1,242.72	149.59	0.00	2,257.28	35.5%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	405.45	59.15	0.00	694.55	36.9%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	559.74	0.00	0.00	940.26	37.3%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,350.00	6,350.00	1,324.75	0.00	0.00	5,025.25	20.9%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 55100		OFFICE SUPPLIES					
	3,250.00	3,250.00	1,953.19	0.00	0.00	1,296.81	60.1%
520 55200		OPERATING SUPPLIES					
	54,760.00	54,760.00	22,673.68	3,042.79	0.00	32,086.32	41.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 55220		JANITORIAL SUPPLIES					
	650.00	650.00	321.68	12.15	0.00	328.32	49.5%
520 56400		MACH/EQUIP					
	0.00	19,539.00	30,910.69	0.00	0.00	-11,371.69	158.2%*
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	6,241.69	891.67	0.00	4,458.31	58.3%
520 59990		RESERVE					
	19,539.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL UTILITY BILLING							
	517,930.00	517,930.00	285,494.25	30,876.96	0.00	232,435.75	55.1%
TOTAL EXPENSES							
	517,930.00	517,930.00	285,494.25	30,876.96	0.00	232,435.75	
GRAND TOTAL							
	517,930.00	517,930.00	285,494.25	30,876.96	0.00	232,435.75	55.1%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36990	OTHER REVENUE						
	0.00	0.00	-30.00	-30.00	0.00	30.00	100.0%
530 38910	CASH BALANCE FORWARD						
	-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00	.0%*
	TOTAL UTILITY ADMIN						
	-15,840.00	-15,840.00	-30.00	-30.00	0.00	-15,810.00	.2%
	TOTAL REVENUES						
	-15,840.00	-15,840.00	-30.00	-30.00	0.00	-15,810.00	
5304500 WASTE WATER							
5304500 38054	CHARGES FOR UTIL ADM						
	-193,000.00	-193,000.00	-112,583.31	-16,083.33	0.00	-80,416.69	58.3%*
	TOTAL WASTE WATER						
	-193,000.00	-193,000.00	-112,583.31	-16,083.33	0.00	-80,416.69	58.3%
	TOTAL REVENUES						
	-193,000.00	-193,000.00	-112,583.31	-16,083.33	0.00	-80,416.69	
5304600 WATER							
5304600 38054	CHARGES FOR UTIL ADM						
	-193,000.00	-193,000.00	-112,583.31	-16,083.33	0.00	-80,416.69	58.3%*
	TOTAL WATER						
	-193,000.00	-193,000.00	-112,583.31	-16,083.33	0.00	-80,416.69	58.3%
	TOTAL REVENUES						
	-193,000.00	-193,000.00	-112,583.31	-16,083.33	0.00	-80,416.69	
	GRAND TOTAL						
	-401,840.00	-401,840.00	-225,196.62	-32,196.66	0.00	-176,643.38	56.0%

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FOR 2019 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	208,983.00	208,983.00	114,875.99	15,881.59	0.00	94,107.01	55.0%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,092.94	0.00	0.00	1,407.06	43.7%
530 52100		FICA					
	16,178.00	16,178.00	8,154.93	1,108.83	0.00	8,023.07	50.4%
530 52200		RETIREMENT					
	64,785.00	64,785.00	38,318.31	4,915.36	0.00	26,466.69	59.1%
530 52300		HEALTH INSUR					
	40,478.00	40,478.00	23,141.39	3,516.17	0.00	17,336.61	57.2%
530 52301		LIFE INSUR					
	1,074.00	1,074.00	664.01	93.86	0.00	409.99	61.8%
530 52400		WORKERS' COMP					
	5,470.00	5,470.00	3,190.81	455.83	0.00	2,279.19	58.3%
530 53400		CONTRACTUAL					
	6,655.00	6,655.00	4,471.07	682.57	0.00	2,183.93	67.2%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	2,114.89	715.42	0.00	3,135.11	40.3%
530 54100		COMM - PHONE/FAX/ALARM					
	778.00	778.00	102.95	17.29	0.00	675.05	13.2%
530 54101		COMMUNICATIONS-CELLULAR					
	1,640.00	1,640.00	841.06	132.58	0.00	798.94	51.3%
530 54103		COMMUNICATIONS-INTERNET					
	1,662.00	1,662.00	936.38	114.34	0.00	725.62	56.3%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	1,242.71	149.59	0.00	1,757.29	41.4%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	405.45	59.15	0.00	394.55	50.7%
530 54610		R/M BLDG & GROUNDS					
	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	.0%
530 54620		R/M EQUIPMENT					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	8,165.00	8,165.00	2,316.74	494.40	0.00	5,848.26	28.4%
530 55210		UNIFORMS					
	800.00	800.00	323.95	0.00	0.00	476.05	40.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	306.92	12.14	0.00	5,693.08	5.1%
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	493.00	238.00	0.00	1,607.00	23.5%
530 56401		EQUIP-NON CAPITAL					
	2,035.00	2,035.00	0.00	0.00	0.00	2,035.00	.0%
530 59990		RESERVE					
	2,987.00	2,987.00	0.00	0.00	0.00	2,987.00	.0%
TOTAL UTILITY ADMIN	401,840.00	401,840.00	202,993.50	28,587.12	0.00	198,846.50	50.5%
TOTAL EXPENSES	401,840.00	401,840.00	202,993.50	28,587.12	0.00	198,846.50	
GRAND TOTAL	401,840.00	401,840.00	202,993.50	28,587.12	0.00	198,846.50	50.5%

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-78
Facilities Use Agreement - Driving Dynamics, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-78.

SYNOPSIS: The attached Facilities Use Agreement will provide for use of the remote parking pavement area between Runway 9/27 and Taxiway C (closed Runway 18/36) at the Fernandina Beach Municipal Airport for advanced safe driver training courses on September 23 and September 24, 2019. The Airport Advisory Commission reviewed this Facilities Use Agreement during its April 11, 2019, meeting and unanimously recommended approval by the City Commission.

The Fernandina Beach Municipal Airport will receive \$925.00 per day for this use of Airport property.

FISCAL IMPACT: The fee for use of the Airport under this agreement is \$925.00 per each day of use. Funds will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-78.

Nicole Bednar, Administrative Services Manager	5/9/2019
Dale Martin, City Manager	5/10/2019
Pauline Testagrose, Comptroller	5/11/2019
Tammi E. Bach, City Attorney	5/14/2019
Katie Newton, Legal Assistant	5/14/2019

A handwritten signature in blue ink, appearing to read "Nathan Coyle", is written over a horizontal line.

Date: April 22, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT ADVANCED SAFE DRIVER TRAINING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Driving Dynamics, Inc. has requested to use Airport property at the Fernandina Beach Municipal Airport to conduct advanced safe driver training on September 23 and September 24, 2019; and

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

WHEREAS, the Fernandina Beach Municipal Airport will receive \$925.00 for each day of use of Airport property; and

WHEREAS, the designated monies will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

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

SECTION 1. The City Commission hereby approves a Facilities Use Agreement, attached hereto as Exhibit "A," with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 21st day of May, 2019, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Driving Dynamics, Inc., whose address is 258 Chapman Road, Suite 201, Newark, DE 19702 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY for Advanced Safe Driving Program.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting its driver training classes during the period September 23 and September 24, 2019 from 8 AM until 5 PM on each day.
2. USER will set up and use the FACILITY on a continuous basis during this period on the remote parking pavement area between Runway 9/27 and Taxiway C (Closed Runway 18/36).
3. USER shall pay CITY the sum of \$925.00 per day for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against

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

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

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

6. The addresses for giving notices are as follows:

USER: Paula Lanouette, Logistics Manager
258 Chapman Road, Suite 201
Newark, DE 19702

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

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

USER: 

By: Paula Lanouette
Driving Dynamics
Its: Logistics Manager

101 _____
Employer ID #

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

Approved as to Form and Legality:



Tammi E. Bach, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2018

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

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

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

COVERAGES CERTIFICATE NUMBER: 2018-19 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZBY885271507	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Employee Benefits \$ 1,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			70APB002567	07/16/2018	07/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHY878487507	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHY906675206	04/09/2018	04/09/2019	☒ PER STATUTE ☐ 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)

City of Fernandina Beach included as additional insured if required in a written contract with our named insured subject to the policy terms and conditions. Attached additional insured form CG2026 07/04, CG2010 07/04 and CG2033 07/04 applies for General Liability.

CERTIFICATE HOLDER

CANCELLATION

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

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-79
Voluntary Annexation Agreement - 627 Donnie Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-79.

SYNOPSIS: Robert G. Waldis and Christine L. Hicks, the property owners of 0.23 acres of land located at 627 Donnie Lane, has submitted an application for water 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 0.23 acres of land located at 627 Donnie Lane (Parcel ID#: 00-00-30-0660-0005-0000).

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 water utilities to serve the property.

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 2019-79.

Nicole Bednar, Administrative Services Manager	5/9/2019
Dale Martin, City Manager	5/10/2019
Pauline Testagrose, Comptroller	5/11/2019
Tammi E. Bach, City Attorney	5/14/2019
Katie Newton, Legal Assistant	5/14/2019

Kelly N. Gibson, AICP

Date: May 06, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED AT 627 DONNIE LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Robert G. Waldis and Christine L. Hicks, 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 0.23 acres 627 Donnie Lane (Parcel ID Number: 00-00-30-0660-0005-0000); 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 water 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 water services to the property owners identified, whose property is located outside the corporate limits of the City at 627 Donnie Lane and noted as parcel 00-00-30-0660-0005-0000, 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 21st day of May, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner – Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

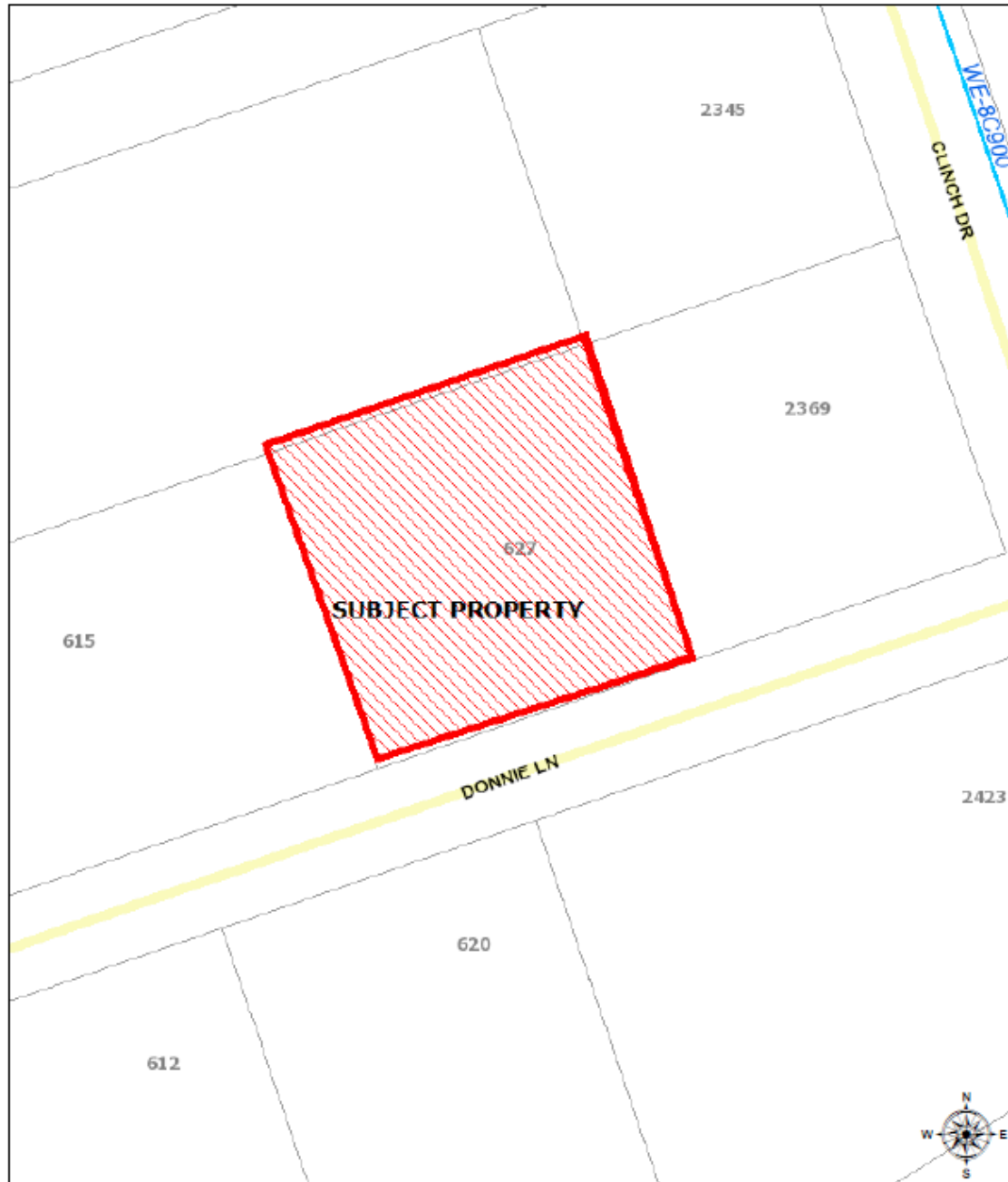


TAMMI E. BACH
City Attorney

**RESOLUTION 2019-79
EXHIBIT "A"**

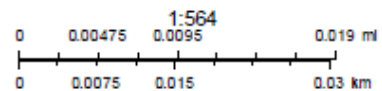
WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-0660-0005-0000 LOCATED AT 627 DONNIE LANE
TOTALING APPROXIMATELY 0.23 ACRES OF LAND

627 DONNIE LANE



May 6, 2019

- Land Parcels
- Water Distribution Lines



OFFICE USE ONLY

REC'D: 5/2/19 BY: [Signature]
PAYMENT: \$ 300 TYPE: CH
APPLICATION #: Admin 2019-0004
CASE #: _____
CC MEETING DATE: 5/21/19



**WATER/SEWER & VOLUNTARY ANNEXATION
APPLICATION**

APPLICANT INFORMATION

Owner Name: Albert Waldis
Mailing Address: P.O. Box 15122 FB, FL 32035
Telephone: 904-415-2479 Fax: _____
Email: detroitaw2@hotmail.com

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

PROPERTY INFORMATION

Street Address: 627 Donnie Lane FB, FL 32034
Parcel Identification Number(s): 00-00-30-0660-0005-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1
Less than One (1) acre Sq. Footage: ✓ One (1) Acre or Greater: _____
Existing Zoning Classification: Single Family
Existing Future Land Use Classification: SFR 000100

Description of Request: I bought a house on the island ~~that~~ next door
to where I reside and would like to have city water
hooked up to it, like I do at my residence.

SIGNATURE/NOTARY

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

5/2/19
Date

al walsh
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU }
ss }

Subscribed and sworn to before me this 2 day of May, 2019.

Lillie Russell
Notary Public: Signature

Lillie Russell
Printed Name



My Commission Expires

Personally Known _____ OR Produced Identification FL Dr. Lic ID Produced: _____

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this ____ day of _____, 20____ by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and _____ (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#: 00-00-30-0660-0005-0000

GENERALLY DESCRIBED AS: Lot 5 in or 2170/834 ST. Patrick's Cove PB

ADDRESSED AS: 627 Donnie Lane FB, FL 32034 3/26

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.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the 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 agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

T.E.B.

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: *Al Waldin*
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF *Nassau*

Sworn and subscribed before me this *2* day of *May*, 20*19*.

Lillie Russell
Signature of Notary



My Commission Expires:

Type of Identification Produced

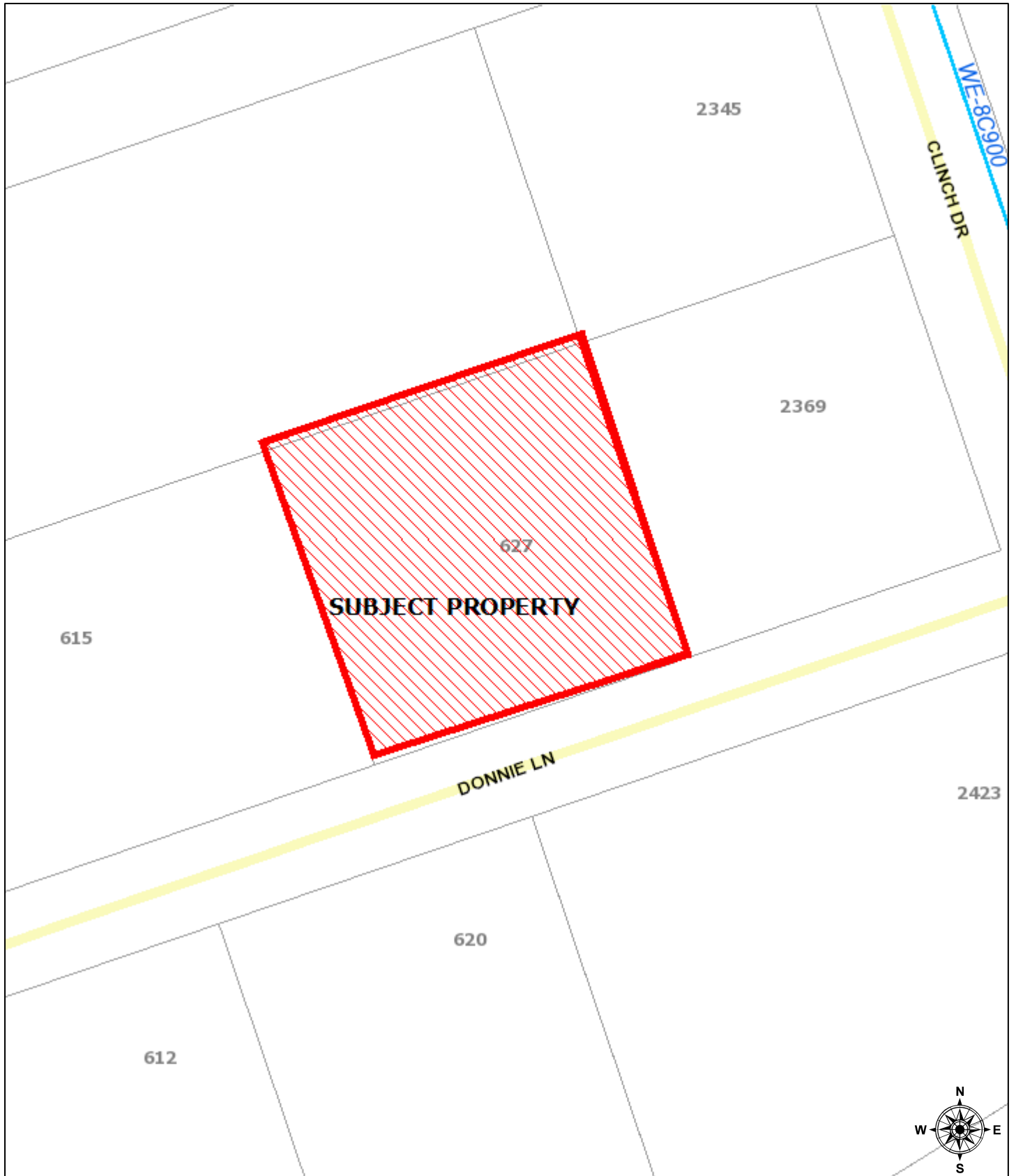
FL Dr Lic

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

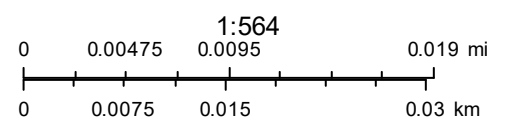
Lot 5 in or 2170/834
ST Patricks Cove PB 3/26

627 DONNIE LANE



May 6, 2019

-  Land Parcels
-  Water Distribution Lines



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



A. Michael Hickox, CFA, Cert. Res. RD1941

Nassau County Property Appraiser

Property Search

Sales Search

Nassau Home

OWNER NAME	MOONEY STEPHANIE L L/E	PARCEL NUMBER	00-00-30-0660-0005-0000
MAILING ADDRESS	659 GAINES LANE	TAX DISTRICT	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	16.5856
		PROPERTY USAGE	SINGLE FAMILY
LOCATION ADDRESS	FERNANDINA BEACH, FL 320349131	DEED ACRES	0
	627 DONNIE LN	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	LOT 5 IN OR 2170/834 ST PATRICKS COVE PB 3/26	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

2018 Certified Values

JUST VALUE OF LAND	\$33,750
LAND VALUE AGRICULTURAL	\$0
TOTAL BUILDING VALUE	\$59,024
TOTAL MISC VALUE	\$885
JUST OR CLASSIFIED TOTAL VALUE	\$93,659
ASSESSED VALUE	\$93,659
EXEMPT VALUE	\$0
TAXABLE VALUE	\$93,659

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-1/4/1/2/3/4
SFR 000100	100	FF	30-3N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
SINGLE FAM	1,956	1,064	3	1	CONC BLOCK		AIR DUCTED	FORCED AIR	1956	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS (L x W)	UNITS	YEAR BUILT
CONCRETE A	0 X 0	456	1980
CONCRETE A	18 X 7	126	1998

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVEMENT (AT TIME OF SALE)	GRANTOR	GRANTEE
12/20/2017	2170/834	2170/834	100	WD	U	Y	SHULL STEPHANIE L N/K/A STEPHANIE L MOONEY	MOONEY STEPHANIE L L/E
11/06/2001	1018/659	1018/659	102400	WD	Q	Y	RASER WILLIAM JOHN & LINDA L	SHULL STEPHANIE L
08/19/1992	665/540	665/540	53900	WD	U	Y	BARCLAY CAROLYN K	RASER WILLIAM JOHN
10/01/1982	370/210	370/210	33500	WD	Q	Y		
05/01/1978	266/33	266/33	27000	WD	U	Y		

Prepared by:
Law Offices of Jacobs & Associates, P.A.
961687 Gateway Boulevard, Suite 201-I
Fernandina Beach, Florida 32034

File Number: 201956-WALDIS
Consideration: \$175,000.00

Warranty Deed

THIS WARRANTY DEED made this April 15, 2019 A.D. By **STEPHANIE L. SHULL n/k/a/ STEPHANIE L. MOONEY, a married person, conveying non-homestead property**, whose address is: 659 Gaines Lane, Fernandina Beach, Florida 32034, hereinafter called the grantor, to **ALBERT G. WALDIS, a single person and CHRISTINE L. HICKS, a single person, as joint tenants in common with the right of survivorship**, whose post office address is: 615 Donnie Lane, Fernandina Beach, Florida 32034, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau County, Florida, viz:

Lot 5, SAINT PATRICK'S COVE, according to the map or plat thereof, as recorded in Plat Book 3, Page 26, of the Public Records of Nassau County, Florida.

Parcel ID Number: **00-00-30-0660-0005-0000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

Prepared by:
Law Offices of Jacobs & Associates, P.A.
961687 Gateway Boulevard, Suite 201-I
Fernandina Beach, Florida 32034

File Number: 201956-WALDIS
Consideration: \$175,000.00

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Sarah F. Adams

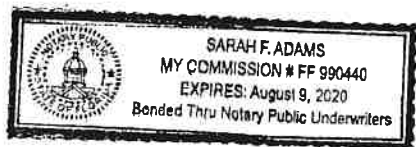
 (Seal)
STEPHANIE L. SHULL
n/k/a/ **STEPHANIE L. MOONEY**
Address: 659 Gaines Lane
Fernandina Beach, Florida 32034


Merena C. Jones

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 15th day of April, 2019, by **STEPHANIE L. SHULL n/k/a/ STEPHANIE L. MOONEY, a married person**, who has produced FL Drivers License as identification.




Notary Public
My Commission Expires: _____

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-80
Work Order 19-86 - Passero Associates, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-80.

SYNOPSIS: Included in the FY 2018/2019 budget is an appropriation (Police and Fire impact fees; \$250,000 each) for the review and design of a public safety facility. Upon further consideration and recent repair and maintenance efforts, it has been decided to keep the Police Department located in the current Lime Street facility.

The proposed location of the new facility is located on Airport Road just off of Amelia Island Parkway. This location has been included in the Airport Improvement Plan for such use.

Since Passero Associates, LLC is the City's designated Airport consultant and has expressed comments that external agencies will likely provide financial support for the project (since the personnel and equipment will provide a direct safety benefit to Airport users), Passero Associates has submitted the proposed Work Order for the initial preview, development, and design of the proposed facility.

FISCAL IMPACT: The not-to-exceed fee amount of this Work Order is \$151,000. Funds are available in the Capital Expansion Fund, Fire Building account, 3102200 56200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-80.

Dale Martin, City Manager	5/13/2019
Pauline Testagrose, Comptroller	5/13/2019
Tammi E. Bach, City Attorney	5/14/2019
Katie Newton, Legal Assistant	5/14/2019

Submitted By: _____ Date: April 23, 2019
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 19-86 WITH PASSERO ASSOCIATES, LLC TO PROVIDE SITE CONFIRMATION, PROGRAM DEVELOPMENT AND PROJECT BUDGET SERVICES FOR PROPOSED DUAL-PURPOSE FIRE STATION AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, included in the Fiscal Year 2018/19 budget is an appropriation (Police and Fire impact fees; \$250,000 each) for the review and design of a public safety facility; and

WHEREAS, upon further consideration and recent repair and maintenance efforts, it has been decided to keep the Police Department located in the current Lime Street facility; and

WHEREAS, the proposed location of the new facility is located on Airport Road just off of Amelia Island Parkway. This location has been included in the Airport Improvement Plan for such use.

WHEREAS, since Passero Associates is the City's designated Airport consultant and has expressed comments that external agencies will likely provide financial support for the project (since the personnel and equipment will provide a direct safety benefit to Airport users), Passero Associates has submitted the proposed Work Order for the initial preview, development, and design of the proposed facility; and

WHEREAS, Passero Associates, LLC has proposed Work Order 19-86 (Exhibit "A") with a not-to-exceed amount of \$151,000 to provide site confirmation, program development and project budget services for proposed dual-purpose fire station at the Fernandina Beach Municipal Airport; and

WHEREAS, funds are available in the Capital Expansion Fund, Fire Building account, 3102200 56200.

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

SECTION 1. The City Commission hereby approves Work Order 19-86 with Passero Associates, LLC, attached hereto as Exhibit "A", in the not-to-exceed amount of \$151,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 19-86, upon review and approval of the City Attorney.

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

ADOPTED this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

City of Fernandina Beach



**Site Confirmation, Program Development, Schematic
Design and Project Budget Services for
Proposed Dual-Purpose Fire Station at**

Fernandina Beach Municipal Airport (FHB)

By
Passero Associates, LLC
(Passero Project No. 99000047.0086)

Work Order 19-86

Site Confirmation, Program Development, Schematic Design and Project Budget Services for Proposed Dual-Purpose Fire Station at Fernandina Beach Municipal Airport

Passero Associates, LLC (Passero or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Fernandina Beach (Client or City), dated February 19, 2019, of which all terms and conditions are incorporated herein by reference:

Project Location: Fernandina Beach Municipal Airport, Fernandina Beach, FL.

Project Description: Prepare Program Development, Schematic Design and Project Budget documents for a proposed dual-purpose Fire Station at Fernandina Beach Municipal Airport.

Scope of Basic Services: Site Confirmation, Program Development, Schematic Design and Project Budget services for a proposed dual-purpose Fire Station at Fernandina Beach Municipal Airport. See Attachment A - Scope of Work (Basic Services).

Scope of Special Services: Topographic Survey, Geotechnical Survey and Geophysical Survey.

Client Manager / Project Coordinator: Nathan Coyle, ACE and Ty Silcox, Fire Chief.

PA Program Manager: Brad Wentz, PE, Program Manager.

PA Project Manager(s): Chris Nardone, AIA, Senior Project Architect.

Basic Services Compensation and Method of Payment: Not-to-Exceed (Passero): \$ 140,000.00

Special Services Compensation and Method of Payment: Not-to-Exceed (Subconsultants): \$ 11,000.00

Total Project Fee: Not-to-Exceed: \$ 151,000.00

Schedule and Meetings: Start work immediately upon authorization of this work order. Deliverable and Meeting schedule TBD, with client input.

Deliverables:

1. Site Confirmation, Project Programming, Schematic Design and Budget documents as further detailed in attached schedule A and as generally noted below:
 - i. Interview and Questionnaire.
 - ii. Programming Documents (Needs Analysis, program diagram, etc).
 - iii. Prepare one (1) conceptual building plan for dual-purpose Fire Station to assist in evaluating selected site for analysis.
 - iv. Schematic Floor Plans and Elevations
 - v. Assist client with development of a Project Budget.
 - vi. Report summarizing findings.
2. Project Meetings and presentations, as requested by the Client and as generally defined below:
 - i. Attend client kick-off meeting.
 - ii. Conduct interviews with senior Fire Department and Airport representatives. (assume 3)
 - iii. Meetings with City, Fire Department, and Airport representatives. (assume 3)
 - iv. Meeting to review draft report and findings.

"CONSULTANT"
PASSERO ASSOCIATES, LLC

BY: _____
Andrew Holesko
Typed Name

Title: Vice President

ATTEST:
BY: _____

Name, Title

"CLIENT "
City of Fernandina Beach

BY: _____
Dale L. Martin,
Typed Name

Title: City Manager

ATTEST:
BY: _____

Name, Title

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Schedule A - Scope of Work

Site Confirmation, Program Development, Schematic Design and Project Budget Services for Proposed Dual-Purpose Fire Station at the Fernandina Beach Municipal Airport

City of Fernandina Beach, Florida

I. Project Description

Prepare project programming, schematic design and project budget documents for a proposed dual-purpose fire station at the Fernandina Beach Municipal Airport. A new dual-purpose Fire Station is consistent with the Airport Layout Plan, see attached area sketch.

II. Basic Services

Passero Associates (Consultant) will assist City of Fernandina Beach ("City" or "Client") with Site Confirmation, Program Development, Schematic Design and Project Budget services by providing the following professional services:

A. Site Confirmation, Program Development and Project Budget Phase

- Develop project program and scope based on client input.
- Kick-off Meeting with Ty Silcox on April 9, 2019 at 10:30 am.
 - Review project goals and client's needs.
 - Tour Fire Station 1, Fire Station 2, and Fire Department Administration Offices.
- Conduct a follow-up client kick-off meeting with Fire Department and Airport Staff.
 - Review information gathered in Kick-off Meeting with Ty Silcox.
 - Establish project goals.
 - Identify clients project team and what role each member will play.
 - Determine clients time schedule for bidding and occupancy.
 - Determine client's budget and its basis.
- Research current and future operations with a group of Fire Department and Airport representatives.
- Submit project questionnaire to client and conduct interviews with senior Fire Department and Airport leadership.
- Site Confirmation:
 - Study service call areas to confirm airport location is best suited for response to fire calls and service requests.
 - Investigate available utilities and their capacities relative to proposed use including site visits, meetings with Clients, City Officials, and Utility permitting agencies.
 - Review site's physical conditions and potential for affecting proposed developments.
 - Review site accessibility and parking requirements.
 - Prepare one (1) conceptual building plan for dual-purpose Fire Station to assist in evaluating selected site for analysis.
 - Evaluation and Analysis of Existing Intersection:
 - Evaluate the current geometry of the existing intersection to accommodate emergency vehicles.
 - Evaluate the existing intersection traffic flow/density and need for emergency signalization.
 - Provide a signalization plan to accommodate emergency vehicles during an emergency.
- Zoning Analysis:
 - Building Use, Location, Size, Parking, Special Considerations, etc.
- Programming:
 - Create needs analysis and identify specific departmental and room occupancies.
 - Review program requirements and needs analysis with client.
 - Create space relationship (program diagram) and flow diagrams.
- Budgeting:
 - Determine whether project budget, schedule and program objectives are compatible and realistic with City Manager goals.
 - Reconcile the building program with the Clients budget, advise the client if budget and program are not compatible.
- Presentations for City Manager, City Commission, and Airport Advisory Commission.
- Meetings (in addition to those noted above):
 - Attend progress meetings with fire department leadership to present interim findings.
 - Attend final meeting to present report to the fire department and others designated to attend.
- Produce final report summarizing findings.

B. Schematic Design (0-30% design completion):

- Create Concept Design Objectives per information and program developed through feasibility/Program Development phase.
- Create Conceptual Drawings that reflect desired (approved) design objectives and program requirements. These plans shall include:
 - Building Floor Plans (options and final)
 - Building Elevations (options and final)
 - Conceptual 3D views
- Client meetings to review concepts and progress drawings, including presentations to City Commission, as needed
- Revisions to original design based on client's input.
- Meetings with Design Team (consisting of MEP, Structural, and Civil staff) to coordinate and deliver 30% design concepts and prepare preliminary Statement of Probable costs.
- Provide outline specifications defining conceptual MEP/FP and Structural systems.
- Final meeting to review and approve project designs and solutions.
- Schematic Design Report and Approved 30% plans / drawings, ready to advance to next phase.

C. Design Development Documents (30-60% design completion):

- a. Future Phase, not included in this authorization.

D. Construction Documents (60-90-100%):

- a. Future Phase, not included in this authorization.

E. Bidding Phase: Future, not included in this authorization.

III. Special Services

Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the Authority and Airport tenants. Consultant will coordinate field investigations as required.

A. Topographic Survey (Manzie and Drake Land Surveying)

- a. Topographic survey required for the proposed dual-purpose fire station will be preformed and results will be shared with Client.

B. Geotechnical Survey (ECS Florida, LLC)

- a. Geotechnical site investigation will be conducted in the area of proposed dual-purpose fire station and the proposed stormwater management facility(ies). An associated geotechnical report shall be provided to the Client.

C. Geophysical Investigation (GeoView, Inc.)

- a. A geophysical investigation will be conducted using ground penetrating radar and time domain electromagnetics. The purpose of the survey is to identify metallic and non-metallic buried objects at the site. An associated report shall be provided to the client.

IV. Other Considerations and Exclusions

- A.** Below we have listed services that are excluded from those provided in our Basic Services. If during the review process, any of these additional services are required, Consultant will identify cost and provide a proposal to perform the additional services.
 - a. Any item not specifically outlined herein.
 - b. Environmental Testing and Auditing.
 - c. This project does not include any form of special services, (other than as specified above).
 - d. No permit fees are included.
 - e. Design services are not included, except those listed above.
- B.** The City is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.
- C.** A design (30-100%), engineering, and construction drawing proposal will be provided at a later date, and will be dependent on the scope of work determined in this initial phase.

End of Scope of Services

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-81
Line of Credit Note, Series 2019 - Marina

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-81.

SYNOPSIS: The City issued RFP 18-13 on May 25, 2018, for a Letter of Credit for the Marina Rebuild. The City's Financial Advisor and City staff recommend accepting the proposal from BB&T.

This new issue Letter of Credit with BB&T, for \$3,000,000, is for additional funding for the Northern Attenuator at the Marina.

This Letter of Credit will increase the total City FY 2018/2019 Budget by \$3,000,000 from \$156,710,614 to \$159,710,614.

FISCAL IMPACT: Proceeds of the Line of Credit will be used for the repair and replacement of the City owned Marina damaged as a result of Hurricane Matthew and other improvements to the Marina. The line of credit has a two-year term with a variable interest rate.

This Letter of Credit will increase the total City 2018/2019 Budget by \$3,000,000 from \$156,710,614 to \$159,710,614.

This debt issuance is included in Fiscal Year 2019/2020 budget, and debt service (interest) is included in the Fiscal Year 2019/2020 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-81.

Nicole Bednar, Administrative Services Manager	5/14/2019
Dale Martin, City Manager	5/14/2019
Tammi E. Bach, City Attorney	5/14/2019
Katie Newton, Legal Assistant	5/14/2019

Date: April 23, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2019-81

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA; AUTHORIZING THE ISSUANCE OF ITS CITY OF FERNANDINA BEACH, FLORIDA LINE OF CREDIT NOTE, SERIES 2019, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO REIMBURSE AND FUND CAPITAL IMPROVEMENTS INCLUDING CERTAIN IMPROVEMENTS TO THE CITY OWNED MARINA; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AND FROM CERTAIN FEMA REIMBURSEMENTS AS PROVIDED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTE "BANK QUALIFIED" STATUS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law (collectively, the "Act").

SECTION 2: DEFINITIONS. The following words and phrases shall have the following meanings when used herein:

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the General Fund.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Owner is lawfully closed.

"City Attorney" means the City Attorney or assistant City Attorney of the Issuer, or any special counsel appointed by the City Commission of the Issuer.

"City Manager" means the City Manager of the Issuer, or deputy, interim or acting City Manager of the Issuer.

"Clerk" means the City Clerk or assistant City Clerk of the Issuer, or such other person as may be duly authorized by the City Commission of the Issuer to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

“Comptroller” means the Comptroller of the Issuer or any assistant or deputy Comptroller of the Issuer.

“FEMA Reimbursements” means the funds received by the Issuer from Federal Emergency Management Agency Public Assistance Grant Program and the State of Florida, Division of Emergency Management for up to 87.5% of the cost of the covered repairs to the Issuer's marina damaged by Hurricane Matthew.

“General Fund” means the “General Fund” of the Issuer as described and identified in the Comprehensive Annual Financial Report of the Issuer.

“Issuer” means the City of Fernandina Beach, Florida.

“Lender” means Branch Banking and Trust Company and its successors and assigns.

“Maturity Date” means the date so defined in the delivered Note which date is not later than July 1, 2021.

“Maximum Principal Amount” shall mean Three Million Dollars (\$3,000,000).

“Mayor” means the Mayor of the Issuer, or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the City Commission to act on his or her behalf.

“Non-Ad Valorem Revenues” means all revenues of the Issuer other than Ad Valorem Revenues, and which are lawfully available to be used to pay debt service on the Note.

“Note” means the Note of the Issuer authorized by Section 4 hereof.

“Owner” or *“Owners”* means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

“Person” means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Revenues” means the Non-Ad Valorem Revenues budgeted and appropriated for the payment of the Note and the FEMA Reimbursements, as provided herein.

“Principal Office” means, with respect to the Lender, the office located at 200 West Forsyth Street, Suite 500, Jacksonville, Florida 32202, or such other office as the Lender or future Owners may designate to the Issuer in writing.

“Project” means certain capital improvement projects, including the repair and replacement of the Issuer owned Marina, as may be on file with the Clerk from time to time.

“Requisition” means a written request for disbursement from the Maximum Principal Amount of the Note signed by the Comptroller in the form attached hereto as Exhibit D.

“*Resolution*” means this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

“*State*” means the State of Florida.

SECTION 3: FINDINGS.

(A) For the benefit of its citizens, the Issuer finds, determines, and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its citizens to undertake the Project. Issuance of the Note to finance the Project satisfies a paramount public purpose.

(B) Debt service on the Note will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein.

(C) Debt service on the Note and all other payments hereunder shall be payable solely from Pledged Revenues in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Revenues.

(D) It is estimated that Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on Note and all other payment obligations hereunder.

(E) The Issuer, after consultation with its Financial Advisor, has selected the Lender to purchase the Note.

(F) The Issuer desires to make such determinations as are required to afford the Note “bank qualified” status for purposes of Section 265(b)(3) of the Code.

SECTION 4: AUTHORIZATION OF NOTE. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as City of Fernandina Beach, Florida Line of Credit Note, Series 2019 is hereby authorized to be issued under and secured by this Resolution, in the principal amount of not to exceed \$3,000,000 for the purpose of providing funds to finance the Project and pay the costs of issuing the Note.

Because of the draw-down and variable interest rate characteristics of the Note and prevailing market conditions, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Note at a private negotiated sale. Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender's Certificate, substantially in the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Lender and any subsequent Owner.

SECTION 5: DESCRIPTION OF THE NOTE. The Lender is making a loan to the Issuer that is evidenced by the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

(A) **Form of the Note.** The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(B) **Interest Rate.** The Note shall bear interest at a variable rate as described in the Form of the Note attached hereto as Exhibit A, subject to adjustment as described therein. Interest shall be calculated on an actual/360 day basis.

(C) **Interest and Principal Payment Dates.** Interest on the Note shall be paid semi-annually on the first day of each January and July, commencing July 1, 2019. A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest on the Note, shall be due and payable in full on the Maturity Date.

(D) **Prepayment of the Note.** The Note shall be subject to prepayment as described in the Note. No presentment or delivery shall be required for prepayment, interest or principal installment payments on the Note.

(E) **Amount of the Note.** The outstanding principal of the Note shall be increased by the amount advanced by the Owner upon each Requisition; provided, however, the principal amount available to be drawn on the Note shall not exceed the Maximum Principal Amount. Unless an Event of Default has occurred and not been cured, amounts advanced (each an "Advance") under the Note shall be made upon receipt of a Requisition no more often than once per month, unless the Owner in its sole discretion agrees to more advances, and in minimum amounts of \$50,000 and any increment of \$0.01 in excess thereof, unless the Owner in its sole discretion agrees to a different amount; provided, that the initial advance and the final advance hereunder may be for any amount. The Owner shall make each Advance to the Issuer in immediately available funds by deposit into such account or accounts as shall be specified in the Requisition. An amount that has been advanced under the Note and then repaid shall not be again advanced under the Note. Amounts must be drawn prior to July 1, 2021.

SECTION 6: EXECUTION; REGISTRATION AND EXCHANGE OF NOTE; PERSONS TREATED AS OWNERS. The Note shall be executed in the name of the Issuer by its Mayor and attested by its Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

The Note is initially registered to the Lender. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note is issued in a single denomination equal to the principal amount due under the Note and may not be transferred except in whole.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 7: PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a “bond” within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Revenues in accordance with the terms hereof. No holder of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Note or be entitled to payment of the Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8: COVENANT TO BUDGET AND APPROPRIATE. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until appropriated for payment on the Note. The Issuer further acknowledges and agrees that the obligations of the Issuer to include such amounts in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments); provided, the Issuer hereby covenants not to hereafter pledge such Non-Ad Valorem Revenues to the payment of obligations if such pledge will result in insufficient Non-Ad Valorem Revenues being available to meet the Issuer's obligations under this Resolution and the Note. Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for herein and nothing herein

shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer, other than the Pledged Revenues, and no holder of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues in the General Fund to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

SECTION 9: AMENDMENT. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note except with the written consent of the Owner of the Note.

SECTION 10: LIMITATION OF RIGHTS. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 11: NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for the mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 12: IMPAIRMENT OF CONTRACT. The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

SECTION 13: BUDGET AND FINANCIAL INFORMATION; OTHER COVENANTS. At no cost to the Owner, while the Note remains outstanding, the Issuer shall provide the Owner such information it may reasonably request. At no cost to the Owner, while the Note remains outstanding,

the Issuer shall provide the Owner of the Note with a copy of its annual budget within 30 days of the commencement of each fiscal year of the Issuer. At no cost to the Owner, while the Note remains outstanding, the Issuer shall provide the Owner of the Note with annual financial statements for each fiscal year of the Issuer when available and in no event later than 270 days after the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and accompanied by an audit opinion of such accountant without qualification. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

While the Note remains outstanding, the Issuer agrees that (i) any and all records of the Issuer shall be open to inspection by the Owner or its representatives at all reasonable times at the office of the Issuer, (ii) the Issuer shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated city and shall upon request of the Owner provide evidence of such coverage to the Owner, (iii) the Issuer is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements, (iv) books and records of the Issuer shall be kept in which complete and correct entries shall be made in accordance with generally accepted accounting principles, (v) the Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve, and (vi) the Issuer shall promptly inform the Owner in writing of any actual or potential contingent liabilities or pending or threatened litigation that could reasonably be expected to have a material adverse effect upon the financial condition of the Issuer or upon the ability of the Issuer to perform its obligations hereunder or under the Note.

SECTION 14: EVENTS OF DEFAULT; REMEDIES OF OWNER OF THE NOTE. The following shall constitute Events of Default:

(i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable, whether by maturity or otherwise; or

(ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days after notice thereof to the Issuer by the Owner or; or

(iii) any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) the Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) the Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(vi) the Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State; or

(vii) failure by the Issuer promptly to remove any execution, garnishment or attachment of such consequence as will materially impair the Issuer's ability to carry out its obligations hereunder.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that acceleration of amounts due under the Note shall never be permitted as a remedy. The Issuer shall pay the Owner for all of its attorneys' fees incurred by the Owner in seeking to enforce its rights after any Event of Default.

In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Note plus 2% per annum from and after five (5) days after the date due.

SECTION 15: TAX COVENANT; BANK QUALIFIED. The Issuer covenants to the Owners of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

The Issuer hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer does not reasonably expect during the calendar year 2019 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

SECTION 16: IDEMNIFICATION BY ISSUER. Issuer agrees to indemnify and hold harmless Lender from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against Lender in connection with any proceeding arising out of the Note or Issuer's use of the proceeds of the Note. Notwithstanding the forgoing, Issuer is a governmental agency and is entitled to the benefits of sovereign immunity and the limited waiver thereof as provided in section 768.28, Florida Statutes, and common law. Nothing contained in this Resolution or the Note shall be construed as a waiver of any immunity or limitation of liability that Issuer may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

SECTION 17: APPLICABLE LAW AND VENUE. The Note shall be governed by applicable federal law and the internal laws of the state of Florida. The Issuer agrees that certain material events and occurrences relating to the Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Note shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered

and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Note, the Issuer consents to the jurisdiction and venue of any court located in the state of Florida.

SECTION 18: SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 19: BUSINESS DAYS. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day; provided, that credit for payments made shall be given on the next Business Day with the same effect as if made on the nominal due date.

SECTION 20: WAIVER OF JURY TRIAL.

THE OWNER AND THE ISSUER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RESOLUTION, THE NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

SECTION 21: RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 22: CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 23: CITY COMMISSION MEMBERS OF THE ISSUER EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any members of the City Commission of the Issuer, as such, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Note, on the part of the Issuer.

SECTION 24: AUTHORIZATIONS. The Mayor and any member of the City Commission, the City Manager, the City Attorney, the Clerk, the Comptroller and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 25: REPEALER. All resolutions or parts thereof in conflict with the provisions hereof are to the extent of such conflict superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 26: EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 21st day of May, 2019.

CITY OF FERNANDINA BEACH, FLORIDA

(SEAL)

ATTEST:

By: _____
John A. Miller
Mayor

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

EXHIBIT A
[FORM OF NOTE]

ANY OWNER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

May 23, 2019

Not to exceed \$3,000,000

Interest Rate: variable and subject to adjustment as described herein

CITY OF FERNANDINA BEACH, FLORIDA
LINE OF CREDIT NOTE, SERIES 2019

Maturity Date: July 1, 2021

KNOW ALL MEN BY THESE PRESENTS that the City of Fernandina Beach, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Branch Banking and Trust Company or its successor or registered assigns (hereinafter, the "Owner"), the principal amount drawn hereunder of not to exceed \$3,000,000 together with interest at the Interest Rate (hereinafter defined). The Issuer shall pay interest upon the drawn but unpaid principal balance of this Note at the Interest Rate, subject to adjustment as provided herein. Interest shall be payable semiannually on each January 1 and July 1, commencing July 1, 2019, and calculated on an actual/360 day basis. The principal of this Note shall be due only on the maturity date of July 1, 2021.

The outstanding principal of this Note shall be increased by the amount advanced by the Owner upon each Requisition; provided, however, the principal amount available to be drawn on the Note shall not exceed the Maximum Principal Amount (as defined in the Resolution) and the final draw must occur prior to July 1, 2021. Amounts that have been advanced under this Note and then repaid may not be advanced again.

INTEREST RATE

On the date hereof and on each succeeding Interest Rate Determination Date (hereinafter defined) the interest rate on the Note shall be established by the Lender (as defined in the Resolution) at a rate equal to the Interest Rate.

For purposes hereof, the following terms have the following meanings:

"Interest Rate" means a per annum rate equal to the 79% of the LIBOR Rate; plus the Applicable Spread.

“Applicable Spread” shall mean 0.712%.

“Interest Rate Determination Date” shall mean the date the Note is initially funded and the first day of each calendar month thereafter.

“LIBOR Rate” means the average rate quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Lender, on the determination date for deposits in U. S. Dollars offered in the London interbank market for one month determined at approximately 11:00 am London time two (2) Business Days (as defined in the Resolution) prior to the next Interest Rate Determination Date; provided that if the LIBOR Rate determined as provided above would be less than zero percent (0%), then the LIBOR Rate shall be deemed to be zero percent (0%).

Adjustments to Interest Rate

(a) In the event of a Determination of Taxability (as hereinafter defined), the Interest Rate shall be adjusted to cause the after-tax yield on this Note to the Owner after such Determination of Taxability to equal what the yield would have been to the Owner in the absence of such Determination of Taxability (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Issuer agrees to pay to the Owner (i) the difference between (a) interest on this Note at the Taxable Rate for the period commencing on the date on which the interest on this Note ceases to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period"), and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner for federal income tax purposes. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

(b) Should subsequent but currently unforeseen actions by the Issuer cause this Note to not be classified as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, the Interest Rate on this Note shall be adjusted to that level necessary to ensure that the anticipated after tax yield contemplated by the Owner at the time of issuance of this Note is received.

(c) Any amount due hereunder not paid when due shall bear interest at a default rate equal to the Interest Rate on this Note plus 2% per annum from and after five (5) days after the date due.

Adjusted LIBOR Based Rate Protections.

For purpose hereof, the following terms have the following meanings:

“Prime Rate” means the rate of interest per annum announced by the Lender from time to time and adopted as its Prime Rate at its executive offices in Winston-Salem, North Carolina. The

Prime Rate is one of several rate indexes employed by the Lender when extending credit, and not necessarily the lowest rate. Any change in the interest rate resulting from a change in the Lender's Prime Rate shall become effective as of the opening of business on the effective date of the change.

"Standard Rate" means, for any day, a rate per annum equal to (a) 79% of (i) the Lender's announced Prime Rate minus (ii) ____%, plus (b) .08%, per annum, and each change in the Standard Rate shall be effective on the date any change in the Prime Rate is publicly announced as being effective.

(a) Inability to Determine Rate. In the event that the Lender shall have determined, which determination shall be final, conclusive and binding, that (i) by reason of circumstances occurring after the date of this Note affecting the London interbank market, adequate and fair means do not exist for ascertaining the LIBOR Rate on the basis provided for in this Note or (ii) the LIBOR Scheduled Unavailability Date (as defined below) has occurred, the Lender shall give notice (by telephone confirmed in writing or by electronic mail) to the Issuer of such determination, whereupon (x) no advance of principal under this Note (an "Advance") shall be made until the Lender notifies the Issuer that the circumstances giving rise to such notice no longer exist, and (y) the outstanding principal balance of all Advances shall bear interest at the Standard Rate.

(b) Illegality; Impracticability. In the event that the Lender shall determine, which determination shall be final, conclusive and binding, that the making, maintaining or continuance of any portion of an Advance (i) has become unlawful as a result of compliance by the Lender with any law, treaty, governmental rule, regulation, guideline or order (or would conflict with any of the same not having the force of law even though the failure to comply therewith would not be unlawful) or (ii) has become impracticable, or would cause the Lender material hardship, as a result of contingencies occurring after the date of this Note materially and adversely affecting the London interbank market or the Lender's ability to make Advances generally, then, and in any such event, the Lender shall give notice (by telephone confirmed in writing or by electronic mail) to the Issuer of such determination. Thereafter, (x) the obligation of the Lender to make any Advance subject to the LIBOR Rate shall be suspended until such notice shall be withdrawn by the Lender, and (y) the outstanding principal balance of all Advances shall bear interest at the Standard Rate.

(c) LIBOR Replacement Rate. Notwithstanding anything to the contrary in the Resolution or herein, but without limiting paragraph (a) and (b) above, in the event the Lender shall have determined that (i) the circumstances described in paragraph (a)(i) above have arisen and such circumstances are unlikely to be temporary or (ii) the relevant administrator of LIBOR Rate or a governmental authority having or purporting to have jurisdiction over the Lender has made a public statement identifying a specific date after which LIBOR Rate shall no longer be available, or used for determining interest rates for loans in US Dollars (such date, the "Scheduled LIBOR Unavailability Date"), then, the Lender and the Issuer may amend this Note to replace LIBOR with an alternate rate of interest, giving due consideration to the then prevailing market convention for determining a rate of interest for comparable bank-originated commercial loans in the United States at such time (the "LIBOR Replacement Rate"), and make such other related changes to this Note and the Resolution as may be necessary or appropriate, in the opinion of the Lender, to effect the provisions of this paragraph (c). For the avoidance of doubt, the Issuer agrees that unless and until a LIBOR Replacement Rate is determined and an amendment to this Note is entered into to effect the provisions of this paragraph (c), if the circumstances under clauses (i) or (ii) of this paragraph (c) exist, the provisions of paragraph (a) Inability to Determine Rate apply.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing. No presentment or delivery shall be required for prepayment, interest or principal installment payments on the Note.

The principal of this Note may be prepaid in whole or in part at the option of the Issuer on any Business Day without penalty; provided, that the Issuer pays the principal amount of the Note to be repaid together with all accrued interest which shall have accrued to the date of prepayment. No less than five (5) Business Days prior to the date of prepayment selected by the Issuer, the Issuer shall provide written notice of such prepayment to the Owner of the Note which notice may be conditional.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Chapter II, Florida Statutes, the municipal charter of the Issuer and a resolution duly adopted by the Issuer on May 21, 2019, as from time to time amended and supplemented (herein referred to as the "Resolution") and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution are by this reference thereto incorporated herein as a part of this Note. The Note is payable from a covenant to budget and appropriate Non-Ad Valorem Revenues of the Issuer and FEMA Reimbursements, all in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The Issuer has designated the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer does not reasonably expect during the calendar year 2019 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution; provided, however, this Note may only be transferred in whole.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

The Issuer shall not be required to exchange or register any transfer of this Note after this Note has been selected for prepayment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Fernandina Beach, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and legality by its City Attorney, and the corporate seal of the Issuer, to be impressed, imprinted, or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF FERNANDINA BEACH,
FLORIDA

(SEAL)

ATTEST:

By: _____
John A. Miller
Mayor

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the “Lender”) has not required the City of Fernandina Beach, Florida (the “Issuer”) to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the not to exceed \$3,000,000 City of Fernandina Beach, Florida Line of Credit Note, Series 2019, dated May 23, 2019 (the “Note”), and no inference should be drawn that the Lender, in the acceptance of the Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Tammi E. Bach, Esq., respectively. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the resolution adopted by the City Commission of the Issuer on May 21, 2019, relating to the Note (the “Resolution”).

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the “Note Security”).

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We understand that the Note is issued in a single denomination equal to the principal amount due under the Note and may not be transferred except as provided in the Note.

We acknowledge and understand that the Issuer has determined that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended, and that the Note is not required to be registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that the Issuer has further determined that neither the Issuer, Note Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are making a loan that is evidenced by the Note. The loan may only be transferred in whole to a bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida. We are making the loan for our own account, do not currently intend to syndicate the loan, will take no action to cause the loan to be characterized as a security, and will not treat the loan as a municipal security for purposes of the securities law. We understand that there will be no CUSIPs obtained with respect to the loan or evidencing the loan and that there will be no credit rating obtained on the loan. We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

Neither the Lender nor any of its affiliates has acted or shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Note. The Issuer has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this 23rd of May, 2019.

BRANCH BANKING AND TRUST
COMPANY

By: _____
Name: Jennifer Gardell
Title: Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate with the City of Fernandina Beach, Florida (the “Issuer”) for the private purchase of its not to exceed \$3,000,000 Line of Credit Note, Series 2019 (the “Note”). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the “Lender”) in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Rogers Towers, P.A.
Lender Counsel Fee -- \$6,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance the cost of the Project (as defined in the hereinafter defined Resolution) and pay the costs of issuing the Note.

Unless earlier prepaid, the Note is expected to be repaid on July 1, 2021. Assuming that the initial interest rate of 2.6738% was in place until the maturity of the Note and assuming that the entire authorized draw amount of \$3,000,000 was drawn on the date hereof, total interest paid over the life of the Note would equal approximately \$_____.

The Note will be payable from certain FEMA Reimbursements and a covenant to budget and appropriate Non-Ad Valorem Revenues sufficient to make such payments, as described in the resolution of the Issuer adopted on May 21, 2019 relating to the Note (the “Resolution”). See the Resolution for a definition of Non-Ad Valorem Revenues and FEMA Reimbursements. Based on the above assumptions, issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Note, not including the repayment of the principal drawn.

6. The name and address of the Lender is as follows:

Branch Banking and Trust Company
Commercial Lending
200 West Forsyth Street, Suite 500
Jacksonville, Florida 32202

This letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Note.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender as of the 23rd day of May, 2019.

BRANCH BANKING AND TRUST
COMPANY

By: _____
Name: Jennifer Gardell
Title: Vice President

EXHIBIT D

FORM OF REQUISITION

CITY OF FERNANDINA BEACH, FLORIDA
LINE OF CREDIT NOTE, SERIES 2019

REQUISITION FOR PAYMENT

Requisition No. ____
Advance Requested: \$ _____

Pursuant to the terms and conditions of Resolution No. 2019-____ adopted by the City of Fernandina Beach, Florida (the "Issuer") on May 21, 2019 (the "Resolution"), relating to the above-referenced note (the "Note") held by Branch Banking and Trust Company (the "Lender"), the Issuer requests an advance of principal under the Note in the amount specified above for costs of the Project (as defined in the Resolution) and makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for partial payment on the Project provided for under the Resolution.
2. The requested disbursement has not been subject to any previous requisition.
3. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
4. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
5. No Event of Default (as defined in the Resolution) is continuing under the Resolution, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
6. The requested disbursement will be used to pay the Project costs listed on the Use of Funds Schedule attached hereto.

The Issuer hereby requests the Lender wire the disbursement to the Issuer pursuant to the following wire instructions:

Receiving Bank ABA Number:

Receiving Bank Name:

Beneficiary Account Number: (account number funds are being wired directly to)

Beneficiary Name: (owner of account number above)

Beneficiary Physical Address: (must be the address of the Beneficiary above)

Further Credit or Reference: (any additional information needed to assist the Beneficiary in

identifying the wire)

Each amount requested for payment in this requisition either (a) represents reimbursement to the Issuer for a project cost expenditure previously made, or (b) will be used by the Issuer promptly upon the receipt of funds from the Lender to make the payments to third parties described in this requisition.

The amounts shown in this requisition are properly payable at this time.

Dated _____, 20____

CITY OF FERNANDINA BEACH, FLORIDA

By: _____
Pauline Testagrose
Comptroller

USE OF FUNDS SCHEDULE

Project Costs

Amount



Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

05/06/2019

Pauline Testagrose, Comptroller
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Testagrose:

Re: Line of Credit Facility

Branch Banking and Trust Company ("Bank") is pleased to offer its commitment to make the following loan(s) to City of Fernandina Beach ("Borrower"): **Line Facility** is a non-revolving line of credit ("Line") in the amount of three million (\$3,000,000). This letter does not set forth all the terms and conditions of the loan(s) offered herein. Rather, it is only an outline, in summary format, of the major points of understanding which shall be the basis of the final Loan Documentation (all of which are collectively referred to as the "Loan Documents") which shall be drafted by Bank. The date on which the last of the Loan Documents is executed is hereinafter referred to as the "Closing Date". The Loan Documents shall have many terms and conditions not set forth herein, including but not limited to conditions precedent, representations and warranties, affirmative covenants, negative covenants, events of default, definition of terms, and other provisions customary to financing (1) by Bank generally and (2) of the type contemplated by this letter.

LINE FACILITY:

Purpose. Proceeds of the Line shall be used to provide interim funding for repairs and replacement of the City owned marina. The Borrower hereby certifies that no part of any real property acquired with the proceeds of or serving as collateral for the Line offered herein has been acquired through the exercise of eminent domain by a governmental authority and will be used by the Borrower for private purposes.

Interest Rate.

Bank Qualified, Tax-Exempt: A variable rate for the life of the loans priced at 79% of 30 Day LIBOR plus appropriate margin as follows: 79% of 80bps (63.2 bps) plus 8 bps (TEFRA) = effective rate: 2.6738%.

Interest Compounding: None

Interest Day Count Method: Actual/360

Fees and Taxes.

Bank Origination Fees: None

Unutilized Fee: None

All other expenses associated with the proposed facility are to be paid by the Borrower. These expenses shall include, but are not limited to, the Bank's attorneys' fees (Bank's attorney's fees will be capped at \$6,000). BB&T will be engaging legal counsel with Irvin Weinstein at Rogers Towers, PA.



Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

Advances and Repayment.

Drawdown Non-Revolving Line of Credit with semiannually interest-only payments due on the 1st Day of the applicable month and at maturity, with principal due at maturity. No prepayment penalty required.

Draws estimated to be over the initial 7-months. BB&T will work with the City to adequately accommodate the City's future draw requests as needed.

Final Maturity: 7/01/2021. BB&T is open to a 10 year term out of any remaining balance at the end of maturity.

Collateral. To secure payment of the Line, Borrower and/or Debtor shall grant, pledge, or convey to Bank the following collateral:

The Loan will be payable from covenant to budget and appropriate legally available non-ad valorem revenues in an amount sufficient to pay the principal and interest on the Loan. Such covenant to budget and appropriate pledge will not prohibit the City from pledging such non-ad valorem revenues, or any portion thereof, to secure other debt issued in the future or from issuing future additional debt payable from a covenant to budget and appropriate pledge from legally available non-ad valorem revenues of the City. The Loan will not be secured by a debt service reserve fund.

FINANCIAL REPORTING:

To match existing reporting requirements for the City relative to other existing credit exposure including but not limited to annual audited financial statements, budgets and related officer certifications.

OTHER TERMS AND CONDITIONS:

Other Documents and Terms. The Loan Documents may contain material terms and conditions designed to protect the position of Bank and its collateral. Bank shall require an opinion of the Borrower's counsel satisfactory to Bank and its counsel.

Non-Assignability or Modification of Commitment. The commitment evidenced by this letter shall not be assignable by you. The terms of this letter may not be waived or modified unless such waiver or modification is expressly stated as such and specifically agreed to by the parties in writing and shall be enforceable by Bank and its successors and assigns. The Loan Documents when executed shall evidence the final commitment to Borrower, and upon said execution, this letter shall have no further force or effect.

Indemnification by Borrower. Borrower agrees to indemnify and hold harmless Bank from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against Bank in connection with any proceeding arising out of this commitment or Borrower's use of the proceeds of the Credit.

Confidentiality. Borrower shall keep the contents of this letter confidential and shall not use it or its contents as a representation of Borrower's credit worthiness. Third parties are cautioned against relying on the contents hereof in extending credit to Borrower in reliance hereon.

Basis of Commitment. The undersigned Borrower and Guarantors acknowledge that this Commitment is based materially upon financial information provided to it by Borrower and others, and the undersigned Borrower and Guarantors hereby warrant and represent that such information was true and correct in all material respects when rendered and that no material change has occurred therein through the date of the execution of this Commitment. All material facts relating to the Credit or to the assets, business, profits, prospects, or conditions (financial or otherwise) of the Borrower have been disclosed to Bank by Borrower and Guarantors.



Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

Voidability of Commitment. This Commitment shall be voidable at the option of Bank should any of the following events occur:

1. A material adverse change in Borrower's or Guarantor's business, or financial condition, or disposal of a material portion of its assets other than in the ordinary course of business.
2. A proceeding is commenced by or against Borrower under any bankruptcy or insolvency law.
3. A default by Borrower or any Guarantor on any other obligation they may have for money borrowed.
4. Any change in management or ownership of Borrower unacceptable to Bank.
5. Should any law or regulation affecting Bank entering into the financing transactions contemplated hereby impose upon Bank any potential obligation, fee, liability, loss, claim, cost, expense, or damage which is not contemplated herein.
6. Any violation or breach by Borrower of the terms of this Commitment.
7. Should the Borrower fail to provide sufficient information to the Bank to permit verification of the identity of the Borrower in accordance with the USA Patriot Act.

Acceptance and Closing Date. This Commitment shall expire if not accepted or extended in writing by the close of business on May 22, 2019 (the "Commitment Expiration Date"). If this Commitment is accepted, time being of the essence, the Credit made pursuant hereto must close on or before the close of business on May 30, 2019 (the "Closing Date"). Borrower acknowledges that the interest rate and other terms of the Credit outlined in the Commitment are based upon acceptance of this Commitment and closing of the Credit within the time periods set forth above and that these time periods are material factors in Bank offering this Commitment. Borrower shall retain the obligation, if the Commitment has been accepted, to pay any fees or expenses incurred by Bank in connection with the negotiation and preparation of this Commitment, including without limitation attorneys' fees, UCC search and filing fees.

If this Commitment is acceptable to you, please indicate your acceptance by signing in the space provided below and returning the original letter to me.

We appreciate the opportunity to offer this Commitment to your company and look forward to establishing a continuing, mutually beneficial relationship.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

By: Jennifer Gardell
Title: Vice President
Phone: 904.361.5266

Accepted: _____
City of Fernandina Beach

By: _____
Name/Title: _____
Title: _____

_____ Date

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-82
Interim Interlocal Agreement - Nassau County School Board and Board of County
Commissioners of Nassau County

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-82

SYNOPSIS:

Florida Statutes, Section 163.31777, requires that local governments and the School Board enter into an Interlocal Agreement that addresses school siting, enrollment forecasting, school capacity, infrastructure, sharing of school board and local government facilities, dispute resolution and oversight.

In recognition of this requirement and Senate Bill 360 (Laws of Florida 2005) requiring School Concurrency by December 1, 2008, the City of Fernandina Beach approved an Amended Interlocal Agreement dated August 7, 2008 via Resolution 2008-105. The City of Fernandina Beach, in cooperation with the Nassau County School Board, Nassau County and the Towns of Callahan and Hilliard, has developed a School Concurrency process for inclusion in its local Comprehensive Plan as proposed by City of Fernandina Beach Ordinance 2008-05.

The Nassau County School Board and Board of County Commissioners of Nassau County have requested that the City of Fernandina Beach and the Towns of Callahan and Hilliard cooperate with them through participation on a concurrency planning committee made up of staff and attorneys to coordinate land use and school facilities planning. The City of Fernandina Beach is not bound to do anything other than support the process and participate, as needed.

The Nassau County School Board and the Board of County Commissioners of Nassau County have endorsed this interim Interlocal Agreement. This interim agreement does not amend the 2008 Interlocal Agreement.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-82.

Tammi E. Bach, City Attorney 5/2/2019

Dale Martin, City Manager 5/10/2019

Date: April 23, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACKNOWLEDGING AN INTERIM INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL CONCURRENCY BETWEEN THE NASSAU COUNTY SCHOOL BOARD AND BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.31777, requires that local governments and the School Board enter into an Interlocal Agreement that addresses school siting, enrollment forecasting, school capacity, infrastructure, sharing of school board and local government facilities, dispute resolution and oversight; and

WHEREAS, in recognition of this requirement and Senate Bill 360 (Laws of Florida 2005) requiring School Concurrency by December 1, 2008, the City of Fernandina Beach approved an Amended Interlocal Agreement dated August 7, 2008 via Resolution 2008-105; and

WHEREAS, the City of Fernandina Beach, in cooperation with the Nassau County School Board, Nassau County and the Towns of Callahan and Hilliard, has developed a School Concurrency process for inclusion in its local Comprehensive Plan as proposed by City of Fernandina Beach Ordinance 2008-05; and

WHEREAS, the Nassau County School Board and Board of County Commissioners of Nassau County have requested that the City of Fernandina Beach and the Towns of Callahan and Hilliard cooperate them through participation on a concurrency planning committee made up of staff and attorneys to coordinate land use and school facilities planning; and

WHEREAS, the City of Fernandina Beach is not bound to do anything other than support the process and participate, as needed; and

WHEREAS, the Nassau County School Board and the Board of County Commissioners of Nassau County have endorsed this interim Interlocal Agreement.

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

SECTION 1. The City of Fernandina Beach hereby acknowledges the interim Interlocal Agreement for School Concurrency, encourages the Nassau County School Board and Board of County Commissioners of Nassau County to promptly review and address any issues related to school concurrency, and commits to provide staff support to any school concurrency committee meetings involving representatives from affected towns.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute said interim Interlocal Agreement, upon review and approval by the City Attorney.

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

ADOPTED this 21st day of May, 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

INTERLOCAL AGREEMENT

This Agreement is intended to be an interim agreement between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as “County”), and the NASSAU COUNTY SCHOOL BOARD, (hereinafter referred to as “School Board”).

WHEREAS, the County and the School Board and the City of Fernandina Beach, (hereinafter referred to as “City”), and the Town Councils of the Town of Callahan, Florida and the Town of Hilliard, Florida, (hereinafter collectively referred to as “Towns”), entered into an Amended Interlocal Agreement on August 7, 2008; and

WHEREAS, the County staff and legal have commenced a review of the School Concurrency Agreement, the Nassau County 2030 Comprehensive Plan and Florida Statutes applicable to school concurrency; and

WHEREAS, the County and School Board met on January 22, 2019 to discuss joint issues including concurrency; and

WHEREAS, the School Board presented the County with school capacity calculations; and

WHEREAS, the County and School Board representatives have established growth meetings in conjunction with the County’s review; and

WHEREAS, the County Director of Planning and Economic Opportunity and County Manager met with the School Superintendent on February 8, 2019; and

WHEREAS, the County Director of Planning and Economic Opportunity and County Manager recommend, to the County and School Board, the execution of this interim agreement.

NOW THEREFORE, it is mutually agreed, between the County and School Board that the following be undertaken to coordinate land use and school facilities planning.

SECTION 1. Current Amended Interlocal Agreement for Public School Facility Planning:

- a. The Agreement dated August 7, 2008 should be addressed with all the parties and amended.
- b. The Superintendent and her designee, and the County and its designee are requested to meet with the City and Towns to commence the amendment process.
- c. The School Board, County, City and Town Councils are encouraged to address and approve an Amended Interlocal Agreement within one hundred and twenty (120) days of the joint execution of this Agreement.

SECTION 2. Guiding Principles:

The guiding principles are the current Amended Interlocal Agreement dated August 7, 2008 and Sections 163.31777 and 1013.33, Florida Statutes and respective Comprehensive Plans.

SECTION 3. School Planning Committee:

The County as set forth in Section 1 of the Amended Interlocal Agreement shall insure that the meetings are scheduled.

SECTION 4. Growth:

The parties agree that growth and its impact on Nassau County are significant and the principals set forth in the Amended Interlocal Agreement and referenced statutes set forth procedures to address the growth.

SECTION 5. Local Planning Agency:

The County will provide to applicants a notification as to the requirements in Section 6.5 of the Amended Interlocal Agreement.

SECTION 6. Staff:

The parties acknowledge that based on the growth and statutory requirements, a school concurrency coordinator is required either by contract or full-time employment. The studies and data necessary for proper implementation of a required concurrency management plan requires a consultant, contract individual or full-time position, or a combination thereof.

SECTION 7. School Concurrency Process:

The County, in coordination with the School Superintendent and School Board, shall develop a process in accordance with Section 9 of the Amended Interlocal Agreement. The procedure and process shall be restated in a further interlocal amendment and agreed upon by the parties hereto and the City and the Towns.

SECTION 8. Section 10:

The parties agree to immediately assess and address the requirements of Section 10 of the current Amended Interlocal Agreement and prepare a further amendment for adoption by the County, School Board and City and Towns.

SECTION 9. Consultant:

The County and School Board shall jointly identify and retain a third party having expertise in school concurrency issues to assist with revising the Amended Interlocal Agreement, as well as to assist with formulating steps for its implementation, including steps for implementation of the requirements of Section 10 of the current Amended Interlocal Agreement. The cost of such third party shall be borne equally by the County and School Board. A designee of the County and a designee of the School Board shall jointly serve as contract managers to oversee and report upon all work performed by the third party.

SECTION 10. The County shall address its Comprehensive Plan and address any and all changes as to school concurrency.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

NASSAU COUNTY SCHOOL BOARD

Donna Martin
Chair, Nassau County School Board

Dr. Kathy K. Burns
Superintendent

Date:_____

Date: _____

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

JUSTIN M. TAYLOR

Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

MICHAEL S. MULLIN

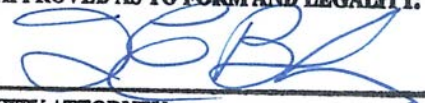
Date: _____

CITY OF FERNANDINA BEACH

JOHN A. MILLER

Its: Mayor

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

Date: _____

TOWN OF CALLAHAN

MARTY FONTES

Its: Mayor

Date: _____

TOWN OF HILLIARD

FLOYD VANZANT

Its: Mayor

RESOLUTION 2008-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE EXISTING INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING TO ADD NECESSARY LANGUAGE TO IMPLEMENT SCHOOL CONCURRENCY AMONG THE NASSAU COUNTY SCHOOL BOARD, THE CITY OF FERNANDINA BEACH, NASSAU COUNTY AND THE TOWNS OF CALLAHAN AND HILLIARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.31777, requires that local governments and the School Board enter into an Interlocal Agreement that addresses school siting, enrollment forecasting, school capacity, infrastructure, sharing of school board and local government facilities, dispute resolution and oversight; and

WHEREAS, in recognition of this requirement, the City of Fernandina Beach approved Resolution 2003-68 on May 20, 2003, authorizing the existing Interlocal Agreement for Public School Facilities Planning; and

WHEREAS, Senate Bill 360, signed into law in June 2005, requires all local governments and school boards to adopt School Concurrency by December 1, 2008; and

WHEREAS, the City of Fernandina Beach, in cooperation with the Nassau County School Board, Nassau County and the Towns of Callahan and Hilliard, has developed a School Concurrency process for inclusion in its local Comprehensive Plan as proposed by Ordinance 2008-05; and

WHEREAS, the existing Interlocal Agreement for Public School Facility Planning must be amended to acknowledge the newly created School Concurrency process; and

WHEREAS, the Nassau County School Board has endorsed the proposed amendments to the Interlocal Agreement as jointly prepared by the staff of the School Board, Nassau County, the City of Fernandina Beach and the Towns of Callahan and Hilliard.

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

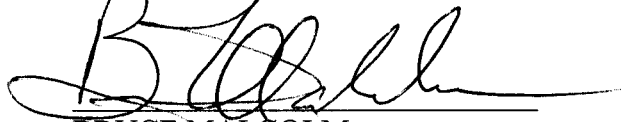
SECTION 1. The City of Fernandina Beach hereby approves the amended Interlocal Agreement for Public School Facility Planning to include School Concurrency and to ensure the continued coordination of information among the City of Fernandina Beach, the Nassau County School Board, Nassau County and the Towns of Callahan and Hilliard.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute said amended Interlocal Agreement.

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

ADOPTED this 15th day of July, 2008.

CITY OF FERNANDINA BEACH

A handwritten signature in black ink, appearing to read "Bruce Malcolm", written over a horizontal line.

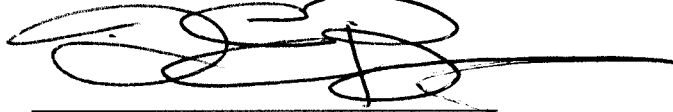
BRUCE MALCOLM
Mayor - Commissioner

ATTEST:

A handwritten signature in black ink, appearing to read "Mary L. Mercer", written over a horizontal line.

MARY L. MERCER
City Clerk

APPROVED AS TO FORM:

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

TAMMI E. BACH
City Attorney

AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between the Nassau County Board of County Commissioners (hereinafter referred to as "County"), City Commission of the City of Fernandina Beach (hereinafter referred to as "City"), Town Councils of the Town of Callahan and Town of Hilliard (hereinafter referred to as "Towns"), and the School Board of Nassau County (hereinafter referred to as "School Board").

WHEREAS, the County, City, Towns, and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, Towns, and School Board recognize the benefits that shall flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33(10), Florida Statutes, states that existing public education facilities shall be considered compliant with the comprehensive plan of the appropriate local governing body; and,

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of future public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the County, City, Towns and School Board enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the 2005 Florida Legislature adopted Chapter 2005-98, Laws of Florida (sometimes referred to herein as "Senate Bill 360") which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement school concurrency;

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools county-wide; and

WHEREAS, the local governments hold authority over land use, including the authority to approve or deny comprehensive plan amendments and development orders, pursuant to Chapter 163.3180(13)(g)5., Florida Statutes;

NOW THEREFORE, be it mutually agreed between Nassau County, City of Fernandina Beach, Town of Callahan, Town of Hilliard and the School Board of Nassau County that the following procedures shall be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

- 1.1 A School Planning Committee of the County, City, Towns and School Board (herein after referred to as "Committee") shall meet at a minimum on a quarterly basis. The Committee shall be composed of one or more representatives of the County, City, Towns and School Board. The committee shall meet to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Committee shall implement the provisions herein. Representatives from the Northeast Florida Regional Planning Council (hereinafter referred to as "Council") shall also be invited to attend. Any member of the Committee

may call a special meeting, as appropriate and pursuant to Section 286.011(1), Florida Statutes.

- 1.2 The County shall be responsible for the arrangement and notification of meetings.
- 1.3 On an annual basis, the Nassau County School Board and Nassau County Board of County Commissioners shall meet for a joint session to discuss facilities planning and development policy based on the criteria herein. The joint session shall be an opportunity for the School Board and Board of County Commissioners to hear reports, discuss policy, set direction and reach understanding concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.

Section 2. Student Enrollment and Population Projections

- 2.1 In fulfillment of their respective planning duties, the County, City, Towns, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.
- 2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the School Board shall coordinate with the County, City, and Towns regarding development trends and future population projections.
- 2.3 The School Board, working with the County, City, and Towns shall allocate projected student enrollment through the district to reflect development trends.
- 2.4 Every two (2) years the Nassau County School Board shall provide to the County student data, which shall include, at a minimum, the student's home address and age, and the name and location of the school they attend. Based on this material, and utilizing the records of the Property Appraiser and U.S. Census data, the County shall compile a study of student population demographics and development trends. The study shall include, but not be limited to, number of children in an household, age of children, spatial distribution of students by age, property value and household size, number of bedrooms, and type of housing (single family, multifamily, duplex, apartments, and mobile homes).
- 2.5 The study will be used by the School Board to assess the impact of development trends on student enrollment and allocate resources, as appropriate. The survey will be used by the County to assess the effectiveness of its growth management policies and address, as appropriate, the impact of development trends on the school district and shared.

Section 3. Coordinating and Sharing of Information

- 3.1 Tentative District Educational Facilities Plan: On By September 1 of each year, the School Board shall submit to the County, City and Towns, the tentative District Educational Facilities Plan. The plan shall be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, options to reduce the need for additional permanent student stations, and as an attachment general locations of new schools for the 5-, 10-, and 20-year time periods. The plan shall also include a financially feasible district facilities work program for a 5-year period. The County, City and Towns shall review the plan and comment to the School Board within ten (10) working days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment shall be necessary for any proposed educational facility, and whether the local government

supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 11 of this agreement.

- 3.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey to the County, City, and Towns prior to adoption by the School Board. The County, City and Towns shall evaluate and make recommendations to the School Board within ten (10) working days regarding the consistency of planned school facilities, including school closures, with the local government comprehensive plan.
- 3.3 Growth and Development Trends: On July 1 of each year, local governments shall provide the School Board with a report on growth and development trends within their jurisdiction. This report shall be in tabular, graphic, and textual formats and shall include the following:
 - (a) the type, number, and location of residential units, which have received zoning approval or site plan approval;
 - (b) information regarding future land use map amendments that may have an impact on school facilities through changes in density and land use changes likely to affect enrollment patterns;
 - (c) building permits issued for the preceding year and their location;
 - (d) information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and
 - (e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.
- 3.4 The County, City, Towns and School Board shall jointly develop guidelines and criteria for the setting aside of land for public educational facilities to facilitate those procedures outlined for a Development of Regional Impact (DRI), pursuant to Chapter 380.06, Florida Statutes.

Section 4. School Site Selection, Potential School Closures, and Reuse of Existing School Facilities

- 4.1 When the need for a new school is identified in the District Educational Facilities Plan, the School Board shall establish a Land Search Committee, pursuant to School Board Rule 1.12, for the purpose of identification, research and recommendation for new school sites. In addition to appropriate members of the School Board, the Committee shall include staff members of the County, City and Towns, as appropriate.
- 4.2 When the need for a new school is identified in the District Educational Facilities Plan, the Land Search Committee shall develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District Educational Facilities Plan for potential closure shall be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, both the local governments and Land Search Committee shall consider the issues identified in subsection 4.3 of this agreement as each school site is evaluated. Based on the information gathered during this review, for new schools the Committee shall make a recommendation to the Superintendent or designee of one or more sites in order of preference.
- 4.3 The following issues shall be considered by the Land Search Committee, School Board, and local governments when evaluating new school sites:
 - (a) The location of schools proximate to residential development and contiguous to existing school sites, and which provide logical focal points for community

activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;

- (b) The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;
- (c) The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- (d) Compatibility of the school site with present and projected uses of adjacent property;
- (e) Site acquisition and development costs;
- (f) Safe access to and from the school site by pedestrians and vehicles;
- (g) Existing or planned availability of adequate public facilities and services to support the school;
- (h) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
- (i) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- (j) The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- (k) The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- (l) The proposed location is not within a velocity flood zone, floodway, or a Category 1 Storm Surge zone, as determined by the Council's Storm Surge Atlas, or the 100-year floodplain, as determined by Federal Emergency Management Agency criteria and as delineated in the applicable comprehensive plan;
 - (1) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) feet.
 - (2) "Velocity flood zone" means the portion of the floodplain subject to storm surges with velocity waves of three (3) feet or more during the 100-year flood. For example, the Coastal High Hazard Areas.
- (m) The proposed site can accommodate the required parking, circulation and queuing of vehicles; and,
- (n) The proposed location lies outside the area regulated by Section 333.03 and 1013.33, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

- 4.4 At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33 (12) Florida Statutes.

- 4.5 At least sixty (60) days prior to reopening a closed school that may be used as a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new reopened school is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), Florida Statutes. In the event the School Board appoints a committee to make a recommendation, the local government with jurisdiction shall be invited to participate.
- 4.6 The local government with jurisdiction shall be invited by the School Board to participate in the evaluation process when a closed school(s) may be reopened to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl. In the event the School Board appoints a committee to make a recommendation, the local government with jurisdiction shall be invited to participate.

Section 5. Site Plan Review

- 5.1 As early in the design phase of the site plan as feasible, but at least ninety (90) days before commencing construction, the School Board shall request a formal consistency determination from the local government with jurisdiction over the use of land. The local government shall determine in writing within forty five (45) days after receiving a request and the necessary information from the School Board whether a proposed public educational facility is consistent with the local comprehensive plan, and land development regulations and section 1013.33(12), Florida Statutes.
- 5.2 If a school site is consistent with the future land use policies and land use categories that allows public schools, the local government may not deny the site plan application, based on the adequacy of the site as it solely relates to the needs of the school and pursuant to site plan review regulations as appropriate, but may impose reasonable development standards and conditions in accordance with Section 1013.51(1) Florida Statutes. The local government may consider the adequacy of the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property, pursuant to Section 1013.33(13) Florida Statutes.
- (a) Subject to exemption from the assessment of fees pursuant to chapter 1013.37(1), Florida Statutes, The School Board may expend funds, separately or collectively, with the County, City or Towns, by contract or agreement, for the placement, paving, or maintaining of any road, byway, or sidewalk if the road, byway, or sidewalk is contiguous to or runs through the property of any educational plant or for the maintenance or improvement of the property of any educational plant or of any facility on such property. Expenditures may also be made for sanitary sewer, water, storm water, and utility improvements upon, or contiguous to, and for the installation, operation, and maintenance of traffic control and safety devices upon, or contiguous to, any existing or proposed educational plant.
- (b) The Board may pay its proportionate share of the cost of onsite and offsite system improvements necessitated by the educational facility development, but the Board is not required to pay for or install any improvements that exceed those required to meet the onsite and offsite needs of a new public educational facility or an expanded site. Development exactions assessed against the School Boards may not exceed the proportionate share of the cost of system improvements necessitated by the educational facility development and may not address existing facility or service backlogs or deficits in accordance with chapter 1013.51 (1)(a) and (b), Florida Statutes.

Section 6. Local Planning Agency, Future Land Use Map (FLUM) Amendments, Rezonings, Development Approvals

- 6.1 The County shall include a representative appointed by the School Board on the local Planning Board, pursuant to Florida Statute 163.3174(1). The County may at their discretion grant voting status to the School board member. The School Board shall appoint a representative to attend those meetings of the City and Towns' local Planning Boards at which the Boards consider Future Land Use Map (FLUM) amendments, DRI development orders, and rezoning applications that increase residential density, or major mixed-use development projects that would, if approved, increase residential density on the property that is the subject of the application, and provide comment as appropriate.
- 6.2 The County, City and Towns agree to give the School Board notification of all Future Land Use Map (FLUM) amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications that increase residential density, or major mixed-use development projects applications pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice shall be provided at least ten (10) working days from receipt of the completed application.
- 6.3 Within ten (10) working days after receipt of notification by the local government, the School Board shall advise the local government of the school enrollment impacts anticipated to result from the proposed FLUM amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications that increase residential density, or major mixed-use development projects as appropriate, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity shall be reported consistent with State Requirements for Educational Facilities.
- 6.4 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer shall collaborate to find means to ensure sufficient capacity shall exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements or proportionate share mitigation.
- 6.5 In reviewing and approving FLUM amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications that increase residential density, or major mixed-use development projects, the County, City and Towns shall consider the following issues:
- (a) School Board comments;
 - (b) Available school capacity or planned improvements to increase school capacity;
 - (c) The provision of school sites and facilities within planned neighborhoods;
 - (d) Compatibility of land uses adjacent to existing schools and school property;
 - (e) The location of parks, recreation and neighborhood facilities with school sites;
 - (f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
 - (g) Traffic circulation plans, which serve schools and the surrounding neighborhood;
 - (h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
 - (i) The inclusion of school bus stops and turnarounds.
- 6.6 In formulating community development plans and programs, the County, City and Towns shall consider the following issues:

- (a) Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board District Educational Facilities Plan;
- (b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- (c) Targeting community development improvements in older and distressed neighborhoods near schools; and
- (d) Working to address and resolve multi-jurisdictional public school issues.

Section 7. Location and Shared Use

- 7.1 Location and shared use of facilities are important to both the School Board and local governments. The School Board shall look for opportunities to locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, location and shared use opportunities shall be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for shared use with public schools shall be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, stadiums and Enhanced Hurricane Protection Areas (EHPAs). In addition, location and shared use of school and governmental facilities for health care and social services shall be considered.
- 7.2 A separate agreement shall be developed for each instance of shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from shared use.

Section 8. School Concurrency Implementation

- 8.1 This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, F.S.
- 8.2 The Parties agree that the timely delivery of adequate public school facilities at an adopted level of service requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Further, the School District shall review and provide a determination on all applications for development orders, which will have an impact on school capacity and the District's Educational Facilities Plan.
- 8.3 The Parties agree that, within the County, City and Towns jurisdiction, residential Development Orders, subject to School Concurrency, may be issued only if school capacity is available in public school facilities at the level of service specified in this Agreement. A determination of whether school capacity is available to serve residential development shall be made by a School Board representative, consistent with the adopted level of service standard.
- 8.4 The Parties agree that the County, City and Towns will adopt the comprehensive plan amendments, no later than June 1, 2008, consisting of the Public School Facilities Element, consistent with the requirements of Section 163.3180, F.S, and this Agreement. The parties also agree that the County, City, Towns and School Board will adopt this amended Interlocal Agreement.
- 8.5 The School Board's Educational Facilities Plan shall be included in the County, City and Towns next comprehensive plan amendment cycle, but no later than December 1st,

following the annual adoption of the Educational Facilities Plan by the School Board. This will ensure that the Educational Facilities Plan uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools. Each jurisdiction's amendments shall be consistent with those adopted by the other jurisdictions, as required by Section 163.3180, F.S.

- 8.6 When the comprehensive plan amendments, adopted in accordance with Senate Bill 360 and this Agreement, become effective, the County, City, Towns and School Board shall undertake the following activities:
- (a) Adopt required school concurrency provisions into their Land Development Regulations (LDRs) consistent with the timeframe established by law, the requirements of this Agreement, and the County, City and Towns comprehensive plans. As an alternative to adopting school concurrency LDRs, any city may elect to be bound by the provisions established by the County.
 - (b) Withhold issuance of any site-specific development order for new residential units not exempted under Section 9.13 of this Agreement until the School District has reported that there is school capacity available to serve the development under review.
 - (c) Share information with the School Board regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements.
 - (d) Maintain data for approved new residential development. The data shall be provided to the School Board on a quarterly basis and include, at a minimum, the following:
 - (1) Development name and location;
 - (2) Total number of dwelling units by unit type (single-family, multi-family, etc.);
 - (3) Total number of dwelling units with certificates of occupancy by development;
 - (e) Transmit site plans, preliminary plats and final plats, Future Land Use Map (FLUM) amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications for new residential development, to a School Board representative for review and comment.
 - (f) Provide to the County, Cities and Towns all information as required in Section 2 and Section 3.1 and 3.2 of this agreement.
 - (g) Institute program and/or school attendance boundary adjustments, as necessary, to maximize the utilization of school capacity, taking into account factors including but not limited to transportation costs, court-ordered desegregation orders, minimization of disruption to students and families, and capacity commitments in order to ensure that all schools of each type (elementary, middle, high) in each School Service Area and each individual school operate at the adopted level of service pursuant to Section 163.3180(13)(g)5., FS.
 - (h) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the adopted Educational Facilities Plan.
 - (i) Provide the County and Cities with any School District data and analysis relating to school concurrency necessary to amend or annually update the comprehensive plan.

- (j) Review proposed new residential developments for compliance with concurrency standards.
- (k) Review proportionate share mitigation options for new residential development.
- (l) Provide information to the County and Cities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

Section 9. School Concurrency Process

- 9.1 The County, City, Towns and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential rezoning, preliminary plat, site plan or functional equivalent may be approved by the County City or Towns unless the residential development is exempt from these requirements as provided in Section 9.13 of this Agreement, until a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers. The map outlining the Concurrency Service Areas and the Adopted Level of Service Standards are attached as Appendix 2.
- 9.2 Any developer submitting a development permit application (such as a rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 9.13 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School Board. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the School Impact Analysis to the School Board representative for review. The School Board representative will verify whether sufficient satisfactory FISH capacity for each type of school are available or not available to support the development. The process is as follows:
- (a) The School Board representative shall review the School Impact Analysis for residential developments, which have been submitted and deemed sufficient for processing by the applicable local government.
 - (b) The School Board representative shall review each School Impact Analysis in the order in which it is received and shall issue a School Concurrency Reservation Letter to the applicant and the affected local government within thirty (30) working days of receipt of the application.
 - (c) In the event that there is not adequate capacity available in the School Concurrency Area in which the proposed development is located or in an Contiguous School Concurrency Area to support the development, the School Board shall entertain proportionate share mitigation options pursuant to Section 10 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 10 of this Agreement.
 - (d) The local government shall be responsible for notifying the School Board representative when a residential development has received a Concurrency Reservation Certificate, when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

- 9.3 To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific School Concurrency Area using the School Board Student Generation Multiplier, as established in the School Districts Student Forecast, Fiscal Impacts and Impact Fee Report prepared by Fishkind & Associates, Inc.
- 9.4 The School Board shall create and maintain a Development Review Table for each School Concurrency Area and will use the Development Review Table to compare the projected students from proposed residential developments to the School Concurrency Area available capacity programmed within the first three years of the current five-year capital planning period. Student enrollment projections shall be based on the most recently adopted Educational Facilities Plan, and the Development Review Table shall be updated to reflect these projections. Available capacity shall be derived using the following formula:
- (a) Available Capacity = School Capacity1 - (Enrollment2 + Vested3) Where: 1. School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District's Educational Facilities Plan
2. Enrollment = Student enrollment as counted at the Fall FTE.
3. Vested = Students generated from residential developments approved after the implementation of school concurrency.
- (b) At the Fall Full Time Equivalent (FTE) Student Count, the vested number of students on the Development Review Table will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.
- 9.5 If new capacity within a School Concurrency Area is in place or under actual construction in the first three years of the School District's Educational Facilities Plan, the new school capacity will be added to the capacity shown in the Concurrency Service Area and the utilization rate will be adjusted accordingly.
- 9.6 If the projected student growth from a residential development causes the adopted Level of Service to be exceeded in a School Concurrency Area, a Contiguous School Concurrency Area will be reviewed for available capacity. In conducting the adjacency review, the School Board shall first use the adjacent School Concurrency Area with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the School Concurrency Area with the next most available capacity until all Contiguous School Concurrency Area's have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued.
- 9.7 If a proposed new development causes the Level of Service in the School Concurrency Area in which it is located to exceed the adopted Level of Service and there is available capacity in a Contiguous School Concurrency Area, actual development impacts shall be shifted to the contiguous School Concurrency Area having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to a contiguous School Concurrency Area at the discretion of the School Board.
- 9.8 When the School Board representative reviews a development project application and determines that sufficient capacity is available at the adopted Level of Service to accommodate the students projected to be generated from the development project, the School Board representative shall issue a School Concurrency Reservation Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a reservation letter by the School Board identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues a Concurrency Reservation Certificate.
- 9.9 A local government shall not issue a Certificate of Concurrency for a residential development until receiving confirmation of available school capacity in the form of a School Concurrency Reservation Letter from the School Board. Once the local government has issued a Certificate of Concurrency, school concurrency for the

residential development shall guarantee that there will be a finding of concurrency at subsequent steps in the development approval process for a given property or a project for a period of two (2) years following the issuance of the Certificate of Concurrency. If the applicant with a valid, unexpired Certificate of Concurrency obtains construction plan approval or a building permit, as applicable, for horizontal or vertical construction within the two (2) year period, the Certificate of Concurrency shall remain in effect until the expiration of the building permit or construction plan approval to which it applies. Expiration, extension or modification of a Certificate of Concurrency for a residential development shall require a new review for adequate school capacity to be performed by the School Board.

- 9.10 Local governments shall notify the School District within ten (10) days of any change in the status of a Concurrency Reservation Certificate for a residential development.
- 9.11 The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School Board in the form of a School Concurrency Reservation Letter. Once the local government has issued a Concurrency Reservation Certificate, school concurrency for the residential development shall be valid for the life of the Concurrency Reservation Certificate.
- 9.12 If the student impacts from a proposed development would cause the adopted Level of Service to be exceeded, the School Board representative will issue a Concurrency Deficiency Letter detailing why the development is not in compliance, and offering the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 10.
- 9.13 The following residential uses shall be considered exempt from the requirements of School Concurrency.
 - (a) Single-family lots of record as specified in each local government's Public School Facility Element.
 - (b) Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site-specific development order prior to the commencement date of the School Concurrency Program.
 - (c) Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units.
 - (d) Any age restricted community with no residents under the age of sixty-five. Exemption of an age-restricted community shall be subject to a restrictive covenant limiting the age of residents to sixty-five years old.
 - (1) Upon the request of a developer submitting a land development application with a residential component, the School District shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of School Concurrency.
 - (e) Any Development of Regional Impact (DRI) for which a development order has been issued prior to July 1, 2005 or for which an application has been submitted prior to May 1, 2005.

Section 10. Proportionate Share Mitigation

- 10.1 In the event that there is not adequate capacity available to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer and the local government to mitigate the impact from the development through the creation of additional school capacity.

- 10.2 When the student impacts from a proposed development would cause the adopted Level of Service to fail, the developer's proportionate share mitigation for the development will be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid will be calculated utilizing the actual cost per student station allocations for elementary, middle and high school, as established by the current construction costs in Nassau County, the Florida Department of Education, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.
- (a) The methodology used to calculate a developer's proportionate share mitigation shall be as follows:
- $$\text{Proportionate Share} = (\text{Development students} - \text{Available Capacity}) \times \text{Total Cost per student station};$$
- Where a: Development students = Students generated by development that are assigned to that school.
- Where 1: Total Cost = the cost per student station as determined by the School District, the Florida Department of Education and the current construction costs in Nassau County, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.
- 10.3 The applicant shall be allowed to enter into a ninety (90) day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.
- 10.4 A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Educational Facilities Plan. Capacity projects identified within the first three (3) years of the Educational Facilities Plan shall be considered as committed in accordance with Section 9.4 of this Agreement.
- 10.5 If capacity projects are planned in years four (4) or five (5) of the School District's Educational Facilities Plan within the same Concurrency Service Area as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 10.2(a).
- 10.6 If a capacity project does not exist in the School District's Educational Facilities Plan, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the Educational Facilities Plan can be maintained. Mitigation options may include, but are not limited to:
- (a) School construction; or
- (b) Contribution of land and/or infrastructure; or
- (c) Expansion of existing permanent school facilities subject to the expansion being less than or equal to the Level of Service set for a new school of the same category; or
- (d) Paying developer's proportionate share mitigation cost in accordance with the formula provided in Section 10.2(a).
- (e) Payment for construction and/or land acquisition.

- (1) All construction, remodeling, and/or renovations of facilities will be (at a minimum) in accordance with State Requirements for Educational Facilities (SREF), current School Board practice and the most current adopted Florida Building Code.

- 10.7 Proportionate share mitigation shall be applied as a credit toward any impact fees or exactions imposed by local government ordinance for the same need, on a dollar-for-dollar basis at fair market value.
- 10.8 If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the school impact fee is the responsibility of the developer.
- 10.9 Upon conclusion of the negotiation period, the School Board shall determine whether or not capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall issue a School Concurrency Reservation Letter indicating that adequate capacity is available for the development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the local government, the School Board and the developer. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, a final School Concurrency Deficiency Letter shall be issued by the School Board to the developer and the local government detailing why any mitigation proposals were rejected, and why the development is not in compliance with school concurrency requirements.
- 10.10 A School Concurrency Reservation Letter or a School Concurrency Deficiency Letter, indicating either that adequate capacity is available, or that there is no available capacity following a ninety (90) day negotiation period as described in Section 10.3 of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.
- 10.11 A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.
- 10.12 A person substantially affected by a local government decision made as a part of the School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision Subject to Section 11.

Section 11. Resolution of Disputes

- 11.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes (see Appendix 1).

Section 12. Oversight Process

- 12.1 The School Planning Working Committee shall submit on an annual basis at a public meeting a written report reviewing implementation of the interlocal agreement to the

Nassau County Board of County Commissioners. The public meeting is intended to provide the public with an opportunity to participate and comment on the implementation of the interlocal agreement. The Nassau County Board of County Commissioners shall monitor implementation of the interlocal agreement and distribute the annual report to the School Board, City and Towns, requesting comment on the implementation of the interlocal agreement. A representative of the Committee shall, if requested, meet with the School Board, City and Towns to discuss and answer questions about implementation of the interlocal agreement, as appropriate.

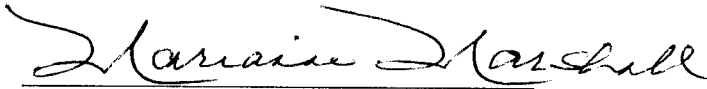
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 26th day of JUNE, 2008.

ATTEST:


Chairman, School Board of Nassau County

IN WITNESS WHEREOF, this interlocal Agreement has been executed by
and on behalf of Nassau County, on this 14th day of July, 2008.

ATTEST:


Chair, Nassau County Board of County Commissioners

2008-105



CC: HM-CC-CM-CA
Marshall McCrany

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

September 10, 2008

RECEIVED

SEP 12 2008

CITY CLERK'S OFFICE

Mr. Walter Fufidio, Planning Director
Nassau County
Growth Management Department
96161 Nassau Place
Yulee, Florida 32097

RE: Nassau County School Interlocal Agreement

Dear Mr. Fufidio:

The Department has completed its review of the Public Schools Interlocal Agreement ("Agreement") entered into between Nassau County School Board and the following local government(s): Nassau County, Callahan, Fernandina Beach, Hilliard pursuant to Section 163.31777, Florida Statutes (F.S.). The Department is issuing a Notice of Intent to find the Agreement consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S. **The Notice of Intent has been sent to the Florida Administrative Weekly for publication on September 19, 2008.**

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S. If no petition is filed, this Notice of Intent will become final agency action.

Please note that a copy of the executed Agreement and the Notice of Intent must be available for public inspection Monday through Friday, except legal holidays, during normal business hours, at Nassau County Growth Management Department, 96161 Nassau Place, Yulee, Florida 32097

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.floridadca.org

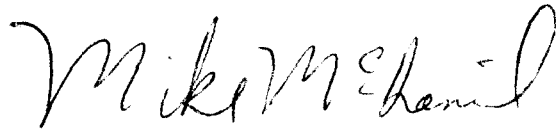
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

Mr. Walter Fufidio
September 10, 2008
Page Two

If an affected person challenges this determination, you will have the option of requesting mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. Choosing mediation will not affect the right of any party to an administrative hearing.

If you have any questions, please contact Brenda Winningham, Regional Planning Administrator at (850) 488-2356.

Sincerely,

A handwritten signature in black ink that reads "Mike McDaniel". The signature is fluid and cursive, with the first name "Mike" and last name "McDaniel" clearly distinguishable.

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/dh

Enclosure: Notice of Intent

cc: Mr. John L. Ruis, Superintendent, Nassau County School District
Ms. Tracy D. Suber, Educational Consultant-Growth Management Liaison

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
NOTICE OF INTENT TO FIND
PUBLIC SCHOOLS INTERLOCAL AGREEMENT
CONSISTENT WITH SECTION 163.31777(2) AND (3), FLORIDA STATUTES
DCA DOCKET NUMBER 45-01

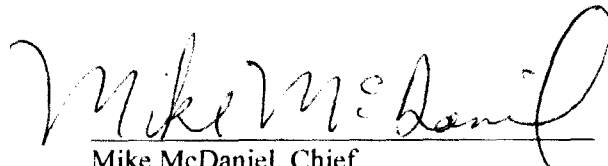
The Department gives notice of its intent to find the Public Schools Interlocal Agreement ("Agreement") entered into by Nassau County, Callahan, Fernandina Beach, Hilliard and the Nassau County School Board, pursuant to Section 163.31777, F.S., to be consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S.

The Agreement is available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the Nassau County Growth Management Department, 96161 Nassau Place, Yulee, Florida 32097.

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Section 163.31777(2) and (3), F.S. The petition must be filed within twenty-one (21) days after publication of this notice in the Florida Administrative Weekly, and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, and a copy mailed or delivered to Nassau County, Callahan, Fernandina Beach, Hilliard and the Nassau County School Board. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

If a petition is filed, other affected persons may petition for leave to intervene in the proceeding. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. A petition for leave to intervene shall be filed at the Division of Administrative Hearings, Department of Management Services, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing under Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

If a formal or informal proceeding is commenced as described above, any party to that proceeding may suggest mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. Choosing mediation does not affect the right to an administrative hearing.

A handwritten signature in black ink, reading "Mike McDaniel". The signature is fluid and cursive, with the first name "Mike" and last name "McDaniel" clearly legible.

Mike McDaniel, Chief
Office of Comprehensive Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

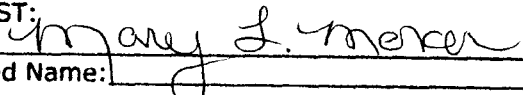
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this _____ day of _____, 2008.

ATTEST:



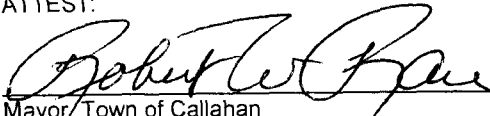
Mayor, City of Fernandina Beach

ATTEST:

By: 
Printed Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 4th day of August, 2008.

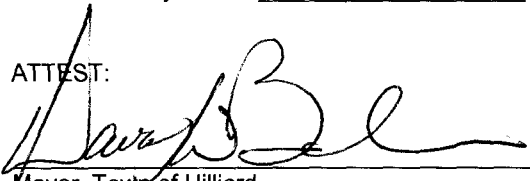
ATTEST:



Mayor, Town of Callahan

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this 7th day of August, 2008.

ATTEST:



Mayor, Town of Hilliard

APPENDIX 1

CHAPTER 164, Florida Statutes

GOVERNMENTAL DISPUTES

164.101 Short title.

164.102 Purpose and intent.

164.1031 Definitions.

164.1041 Duty to negotiate.

164.1051 Scope.

164.1052 Initiation of conflict resolution procedure; duty to give notice.

164.1053 Conflict assessment phase.

164.1055 Joint public meeting.

164.1056 Final resolution.

164.1057 Execution of resolution of conflict.

164.1058 Penalty.

164.1061 Time extensions.

164.1065 Applicability of ch. 99-279.

164.101 Short title.--Sections 164.101-164.1061 may be cited as the "Florida Governmental Conflict Resolution Act."

History.--s. 1, ch. 87-346; s. 1, ch. 99-279.

164.102 Purpose and intent.--The purpose and intent of this act is to promote, protect, and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution procedure that can provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between and among local and regional governmental entities. It is the intent of the Legislature that conflicts between governmental entities be resolved to the greatest extent possible without litigation.

History.--s. 2, ch. 87-346; s. 2, ch. 99-279.

164.1031 Definitions.--For purposes of this act:

(1) "Local governmental entities" includes municipalities, counties, school boards, special districts, and other local entities within the jurisdiction of one county created by general or special law or local ordinance.

(2) "Regional governmental entities" includes regional planning councils, metropolitan planning organizations, water supply authorities that include more than one county, local health councils, water management districts, and other regional entities that are authorized and created by general or special law that have duties or responsibilities extending beyond the jurisdiction of a single county.

(3) "Governmental entity" includes local and regional governmental entities.

(4) "Local government resolution" has the same meaning as provided in s. 166.041.

(5) "Governing body" means the council, commission, or other board or body in which the general legislative powers of a local or regional governmental entity are vested.

(6) "Designee" means a representative with full authority to negotiate on behalf of a governmental entity and to recommend settlement to the appropriate decisionmaking body or authority of the governmental entity.

(7) "Noticed public meeting" means a public meeting in which notice is given at least 10 days prior to the meeting by publication in the newspaper of widest circulation in the jurisdictions of the primary conflicting governmental entities. Each primary conflicting governmental entity shall provide notice within its jurisdiction.

(8) "Primary conflicting governmental entities" means the governmental entity initiating the conflict resolution process provided for in this act, together with the governmental entity or entities with whom the initiating governmental entity has a conflict. The term does not include other governmental entities which may have a role in approving or implementing a particular element or aspect of any settlement of the conflict, or which may receive notice or intervene in the conflict resolution process provided for in this act.

(9) "Mediation" means a process whereby a neutral third person called a mediator acts to encourage and facilitate the resolution of a conflict between two or more parties. The role of the mediator includes, but is not limited to, assisting the parties in identifying issues and exploring settlement alternatives.

History.--s. 3, ch. 99-279.

164.1041 Duty to negotiate.--

(1) If a governmental entity files suit against another governmental entity, court proceedings on the suit shall be abated, by order of the court, until the procedural options of this act have been exhausted. The governing body of a governmental entity initiating conflict resolution procedures pursuant to this act shall, by motion, request the court to issue an order abating the case pursuant to this section. All governmental entities are encouraged to use the procedures in this act to resolve conflicts that may occur at any time between governmental entities, but shall use these procedures before court proceedings, consistent with the provisions of this section. The provisions of this act do not apply to administrative proceedings pursuant to chapter 120 or any appeal from any administrative or trial court judgment or decision. Nothing in this act shall limit a governmental entity from initiating and prosecuting eminent domain, foreclosure, or other court proceedings where, as a function of the nature of the suit, other governmental entities are necessary parties, if there are no materially disputed issues with regard to such joinder. Nothing in this act shall limit a governmental entity from filing any counterclaim or cross-claim in any litigation in which it is a defendant. Nothing in this act is intended to abrogate other provisions of law which provide procedures for challenges to specific governmental actions, including, but not limited to, comprehensive plan amendments and tax assessment challenges. The provisions of this act shall not apply to conflicts between governmental entities if an alternative dispute resolution process, such as mediation or arbitration, is specifically required by general law or agreed to by contract, interlocal agreement, or other written instrument, or if the governmental entities have reached an impasse during an alternative dispute resolution process engaged in prior to the initiation of court action. Further, nothing in this act shall preclude a governmental entity from filing a suit without resort to the provisions of this act against any federal or other governmental entity not governed by state law. Nothing in this section shall be deemed to toll or waive jurisdictional time limits on specific pleadings or motions set forth in statute or court rules unless modified pursuant to s. 164.1061.

(2) If a governmental entity, by a three-fourths vote of its governing body, finds that an immediate danger to the health, safety, or welfare of the public requires immediate action, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of this act are complied with, no notice or public meeting or other proceeding as provided by this act shall be required before such a court proceeding. If a water management district, by three-fourths vote of its governing body, finds that an immediate danger to the natural resources, water resources, and wildlife requires immediate declaratory relief, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of this act are complied with, no notice or public meeting or other proceeding as provided by this act shall be required before such a court proceeding. However, the court, upon motion, may review the justification for failure to comply with the provisions of this act and make a determination as to whether the provisions of this act should be complied with prior to action by the court. If the court determines that the provisions of this act should be complied with prior to court action and that following the provisions of this act will not result in the compromise of significant legal rights, the court shall abate the suit until the provisions of this act are complied with.

History.--s. 4, ch. 99-279.

164.1051 Scope.--It is not the intent of this act to limit the conflicts that may be considered under this act, except that any administrative proceeding pursuant to chapter 120 shall not be subject to this act. Pursuant to s. 164.1041, this act shall

apply, at a minimum, to governmental conflicts arising from any of the following issues or processes, including, but not limited to:

- (1) Any issue relating to local comprehensive plans or plan amendments prepared pursuant to part II of chapter 163, including, but not limited to, conflicts involving levels of service for public facilities and natural resource protection.
- (2) Municipal annexation.
- (3) Service provision areas.
- (4) Allocation of resources, including water, land, or other natural resources.
- (5) Siting of hazardous waste facilities, land fills, garbage collection facilities, silt disposal sites, or any other locally unwanted land uses.
- (6) Governmental entity permitting processes.
- (7) Siting of elementary and secondary schools.

History.--s. 5, ch. 99-279.

164.1052 Initiation of conflict resolution procedure; duty to give notice.--

(1) The governing body of a governmental entity shall initiate the conflict resolution procedures provided by this act through passage of a resolution by its members. The resolution shall state that it is the intention of the governing body to initiate the conflict resolution procedures provided by this act prior to initiating court proceedings or prosecuting action on a previously filed court proceeding to resolve the conflict and shall specify the issues of conflict and the governmental entity or entities with which the governing body has a conflict. Within 5 days after the passage of the resolution, a letter and a certified copy of the resolution shall be provided to the chief administrator of the governmental entity or entities with which the governing body has a conflict by certified mail, return receipt requested. The letter shall state, at a minimum, the conflict, other governmental entities in conflict with the initiating governmental entity, the justification for initiating the conflict resolution process, the proposed date and location for the conflict assessment meeting to be held pursuant to s. 164.1053, and suggestions regarding the officials who should be present at the conflict assessment meeting. The initiating governmental entity also shall mail a copy of the letter and resolution to any state, regional, or local governmental entities which, in the determination of the initiating governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the initiating governmental entity.

(2) Within 10 days after receiving a copy of a certified letter noticing the initiation of the conflict resolution procedure, other governmental entities receiving the notice may elect to participate in the conflict resolution process, but are not entitled by virtue of that participation to control the timing or progress of the conflict resolution process, which at all times shall remain in the discretion of the primary conflicting governmental entities. However, a governmental entity which receives notice of a conflict may, by passage of its own resolution and by otherwise following the procedures set forth in subsection (1), join the conflict resolution process as a primary conflicting governmental entity. The intent of a governmental entity to join in the conflict resolution process shall be communicated to the initiating governmental entity by certified mail. The joining governmental entity also shall mail a copy of the letter to any state, regional, or local governmental entities which, in the determination of the joining governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the joining governmental entity.

(3) For purposes of this act, the date of initiation of the conflict resolution procedure shall be the date of the passage of a resolution by a governmental entity.

History.--s. 6, ch. 99-279.

164.1053 Conflict assessment phase.--

(1) After the initiation of the conflict resolution procedure, and after proper notice by certified letter has been given, a conflict assessment meeting shall occur. The meeting shall be scheduled to occur within 30 days of the receipt of the letter initiating the conflict resolution procedure. Public notice shall be given for this meeting in accordance with s. 164.1031(7). The conflict assessment meeting shall be scheduled to allow the attendance by the appropriate personnel

from each primary conflicting governmental entity. The chief administrator, or his or her designee, for each governmental entity that is a primary conflicting governmental entity in the conflict resolution procedure shall be present at this meeting. If the entities in conflict agree, the assistance of a facilitator may be enlisted for the conflict assessment meeting. During the conflict assessment meeting, the governmental entities shall discuss the issues pertaining to the conflict and an assessment of the conflict from the perspective of each governmental entity involved.

(2) If a tentative resolution to the conflict can be agreed upon by the representatives of the primary conflicting governmental entities at the conflict assessment meeting, the primary conflicting governmental entities may proceed with whatever steps they deem appropriate to fully resolve the conflict, including, but not limited to, the scheduling of additional meetings for informal negotiations or proposing a resolution to the governing bodies of the primary conflicting governmental entities.

(3) In the event that no tentative resolution can be agreed upon, the primary conflicting governmental entities shall schedule a joint public meeting as described in s. 164.1055, which meeting shall occur within 50 days of the receipt of the first letter initiating the conflict resolution process from the initiating governmental entity.

(4) After the conclusion of the conflict assessment meeting, any primary conflicting governmental entity may request mediation as provided in s. 164.1055(2).

History.--s. 7, ch. 99-279.

164.1055 Joint public meeting.--

(1) Failure to resolve a conflict after following authorized procedures as specified in s. 164.1053 shall require the scheduling of a joint public meeting between the primary conflicting governmental entities. The governmental entity first initiating the conflict resolution process shall have the responsibility to schedule the joint public meeting and arrange a location. If the entities in conflict agree, the assistance of a facilitator may be enlisted to assist them in conducting the meeting. In this meeting, the governing bodies of the primary conflicting governmental entities shall:

(a) Consider the statement of issues prepared in the conflict assessment phase.

(b) Seek an agreement.

(c) Schedule additional meetings of the entities in conflict, or of their designees, to continue to seek resolution of the conflict.

(2) If no agreement is reached, the primary conflicting governmental entities shall participate in mediation, the costs of which shall be equally divided between the primary conflicting governmental entities. The primary conflicting governmental entities shall endeavor in good faith to select a mutually acceptable mediator. If the primary conflicting governmental entities are unable to mutually agree on a mediator within 14 days after the joint public meeting, the primary conflicting governmental entities shall arrange for a mediator to be selected or recommended by an independent conflict resolution organization, such as the Florida Conflict Resolution Consortium, and shall agree to accept the recommendation of that independent organization, or shall agree upon an alternate method for selection of a mediator, within 7 business days after the close of that 14-day period. Upon the selection of a mediator, the conflicting governmental entities shall schedule mediation to occur within 14 days, and shall issue a written agreement on the issues in conflict within 10 days of the conclusion of the mediation proceeding. The written agreement shall not be admissible in any court proceeding concerning the conflict, except for proceedings to award attorney's fees under s. 164.1058, where the agreement may be used to demonstrate an entity's refusal to participate in the process in good faith.

History.--s. 8, ch. 99-279.

164.1056 Final resolution.--If there is failure to resolve a conflict between governmental entities through the procedures provided by ss. 164.1053 and 164.1055, the entities participating in the dispute resolution process may avail themselves of any otherwise available legal rights.

History.--s. 9, ch. 99-279.

164.1057 Execution of resolution of conflict.--Resolution of a conflict at any phase shall require passage of an ordinance, resolution, or interlocal agreement that reflects the terms or conditions of the resolution to the conflict.

History.--s. 10, ch. 99-279.

164.1058 Penalty.--If a primary conflicting governmental entity fails to participate in good faith in the conflict assessment meeting, mediation, or other remedies provided for in this act, the primary disputing governmental entity that failed to participate in good faith shall be required to pay the attorney's fees and costs in that proceeding of the prevailing primary conflicting governmental entity.

History.--s. 4, ch. 87-346; s. 11, ch. 99-279; s. 7, ch. 2006-218.

Note.--Former s. 164.104.

164.1061 Time extensions.--Any of the time requirements set forth in this act may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such agreement would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement shall have the effect of extending any jurisdictional time requirements with regard to that claim for the period set forth in the agreement.

History.--s. 12, ch. 99-279.

164.1065 Applicability of ch. 99-279.--This act shall take effect upon becoming a law, but shall not be construed to abrogate any otherwise applicable agreements or requirements of any contracts, interlocal agreements, or other written instruments which are in existence as of the effective date of this act. To the extent that any contractual or other agreement provisions in existence on the effective date of this act conflict with the provisions of this act, the provisions in the written agreement shall control.

History.--s. 14, ch. 99-279.

Concurrency Service Areas



Type of School	Maximum Permanent FISH Capacity	Level of Service	Minimum Acreage
Elementary	800	95%	25
Middle	1200	100%	40
K-8	1200	100%	50
Combination 6-12	1500	100%	60
High	1500	100%	60

AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between the Nassau County Board of County Commissioners (hereinafter referred to as "County"), City Commission of the City of Fernandina Beach (hereinafter referred to as "City"), Town Councils of the Town of Callahan and Town of Hilliard (hereinafter referred to as "Towns"), and the School Board of Nassau County (hereinafter referred to as "School Board").

WHEREAS, the County, City, Towns, and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, Towns, and School Board recognize the benefits that shall flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section ~~4043.35(13)~~ 1013.33(10), Florida Statutes, states that existing public education facilities shall be considered compliant with the comprehensive plan of the appropriate local governing body; and,

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of future public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with

the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the County, City, Towns and School Board enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the 2005 Florida Legislature adopted Chapter 2005-98, Laws of Florida (sometimes referred to herein as "Senate Bill 360") which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement school concurrency;

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools county-wide; and

WHEREAS, the local governments hold authority over land use, including the authority to approve or deny comprehensive plan amendments and development orders, pursuant to Chapter 163.3180(13)(g)5., Florida Statutes;

NOW THEREFORE, be it mutually agreed between Nassau County, City of Fernandina Beach, Town of Callahan, Town of Hilliard and the School Board of Nassau County that the following procedures shall be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

- 1.1 A School Planning Committee of the County, City, Towns and School Board (herein after referred to as "Committee") shall meet at a minimum on a quarterly basis. The Committee shall be composed of one or more representatives of the County, City, Towns and School Board. The committee shall meet to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, joint use opportunities, and ancillary infrastructure improvements needed to support the school and

ensure safe student access. The Committee shall implement the provisions herein. Representatives from the Northeast Florida Regional Planning Council (hereinafter referred to as "Council") shall also be invited to attend. Any member of the Committee may call a special meeting, as appropriate and pursuant to Section 286.011(1), Florida Statutes.

- 1.2 The County shall be responsible for the arrangement and notification of meetings.
- 1.3 On an annual basis, the Nassau County School Board and Nassau County Board of County Commissioners shall meet for a joint session to discuss facilities planning and development policy based on the criteria herein. The joint session shall be an opportunity for the School Board and Board of County Commissioners to hear reports, discuss policy, set direction and reach understanding concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.

Section 2. Student Enrollment and Population Projections

- 2.1 In fulfillment of their respective planning duties, the County, City, Towns, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.
- 2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the School Board shall coordinate with the County, City, and Towns regarding development trends and future population projections.
- 2.3 The School Board, working with the County, City, and Towns shall allocate projected student enrollment through the district to reflect development trends.
- 2.4 Every two (2) years the Nassau County School Board shall provide to the County student data, which shall include, at a minimum, the student's home address and age, and the name and location of the school they attend. Based on this material, and utilizing the records of the Property Appraiser and U.S. Census data, the County shall compile a study of student population demographics and development trends. The study shall include, but not be limited to, number of children in an household, age of children, spatial distribution of students by age, property value and household size, number of bedrooms, and type of housing (single family, multifamily, duplex, apartments, and mobile homes).
- 2.5 The study will be used by the School Board to assess the impact of development trends on student enrollment and allocate resources, as appropriate. The survey will be used by the County to assess the effectiveness of its growth management policies and address, as appropriate, the impact of development trends on the school district and shared.

Section 3. Coordinating and Sharing of Information

- 3.1 Tentative District Educational Facilities Plan: On By September 1 of each year, the School Board shall submit to the County, City and Towns, the tentative District Educational Facilities Plan. The plan shall be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, options to reduce the need for additional permanent student stations, and as an attachment general locations of new schools for the 5-, 10-, and 20-year time periods. The plan shall also include a financially feasible district facilities work program for a 5-year period. The County, City and Towns shall review the plan and

comment to the School Board within ten (10) working days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment shall be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 11 of this agreement.

- 3.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey to the County, City, and Towns prior to adoption by the School Board. The County, City and Towns shall evaluate and make recommendations to the School Board within ten (10) working days regarding the consistency of planned school facilities, including school closures, with the local government comprehensive plan.
- 3.3 Growth and Development Trends: On July 1 of each year, local governments shall provide the School Board with a report on growth and development trends within their jurisdiction. This report shall be in tabular, graphic, and textual formats and shall include the following:
- (a) the type, number, and location of residential units, which have received zoning approval or site plan approval;
 - (b) information regarding future land use map amendments that may have an impact on school facilities through changes in density and land use changes likely to affect enrollment patterns;
 - (c) building permits issued for the preceding year and their location;
 - (d) information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and
 - (e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.
- 3.4 The County, City, Towns and School Board shall jointly develop guidelines and criteria for the setting aside of land for public educational facilities to facilitate those procedures outlined for a Development of Regional Impact (DRI), pursuant to Chapter 380.06, Florida Statutes.

Section 4. School Site Selection, Potential School Closures, and Reuse of Existing School Facilities

- 4.1 When the need for a new school is identified in the District Educational Facilities Plan, the School Board shall establish a Land Search Committee, pursuant to School Board Rule 1.12, for the purpose of identification, research and recommendation for new school sites. In addition to appropriate members of the School Board, the Committee shall include staff members of the County, City and Towns, as appropriate.
- 4.2 When the need for a new school is identified in the District Educational Facilities Plan, the Land Search Committee shall develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District Educational Facilities Plan for potential closure shall be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, both the local governments and Land Search Committee shall consider the issues identified in subsection 4.3 of this agreement as each school site is evaluated. Based on the information gathered during this review, for new schools the Committee shall make a recommendation to the Superintendent or designee of one or more sites in order of preference.

- 4.3 The following issues shall be considered by the Land Search Committee, School Board, and local governments when evaluating new school sites:
- (a) The location of schools proximate to residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
 - (b) The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;
 - (c) The location of high schools on the periphery of residential neighborhoods, with access to major roads;
 - (d) Compatibility of the school site with present and projected uses of adjacent property;
 - (e) Site acquisition and development costs;
 - (f) Safe access to and from the school site by pedestrians and vehicles;
 - (g) Existing or planned availability of adequate public facilities and services to support the school;
 - (h) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
 - (i) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
 - (j) The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
 - (k) The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
 - (l) The proposed location is not within a velocity flood zone, floodway, or a Category 1 Storm Surge zone, as determined by the Council's Storm Surge Atlas, or the 100-year floodplain, as determined by Federal Emergency Management Agency criteria and as delineated in the applicable comprehensive plan;
 - (1) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) feet.
 - (2) "Velocity flood zone" means the portion of the floodplain subject to storm surges with velocity waves of three (3) feet or more during the 100-year flood. For example, the Coastal High Hazard Areas.
 - (m) The proposed site can accommodate the required parking, circulation and queuing of vehicles; and,
 - (n) The proposed location lies outside the area regulated by Section 333.03 and 1013.33, F.S., regarding the construction of public educational facilities in the vicinity of an airport.
- 4.4 At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories and policies of the local

government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33 (12) Florida Statutes.

- 4.5 At least sixty (60) days prior to reopening a closed school that may be used as a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new reopened school is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), Florida Statutes. In the event the School Board appoints a committee to make a recommendation, the local government with jurisdiction shall be invited to participate.

- 4.6 The local government with jurisdiction shall be invited by the School Board to participate in the evaluation process when a closed school(s) may be reopened to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl. In the event the School Board appoints a committee to make a recommendation, the local government with jurisdiction shall be invited to participate.

Section 5. Site Plan Review

- 5.1 As early in the design phase of the site plan as feasible, but at least ninety (90) days before commencing construction, the School Board shall request a formal consistency determination from the local government with jurisdiction over the use of land. The local government shall determine in writing within forty five (45) days after receiving a request and the necessary information from the School Board whether a proposed public educational facility is consistent with the local comprehensive plan, and land development regulations and section 1013.33(12), Florida Statutes.

- 5.2 If a school site is consistent with the future land use policies and land use categories that allows public schools, the local government may not deny the site plan application, based on the adequacy of the site as it solely relates to the needs of the school and pursuant to site plan review regulations as appropriate, but may impose reasonable development standards and conditions in accordance with Section 1013.51(1) Florida Statutes. The local government may consider the adequacy of the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property, pursuant to Section 1013.33(13) Florida Statutes.

(a) Subject to exemption from the assessment of fees pursuant to chapter 1013.37(1), Florida Statutes, The School Board may expend funds, separately or collectively, with the County, City or Towns, by contract or agreement, for the placement, paving, or maintaining of any road, byway, or sidewalk if the road, byway, or sidewalk is contiguous to or runs through the property of any educational plant or for the maintenance or improvement of the property of any educational plant or of any facility on such property. Expenditures may also be made for sanitary sewer, water, storm water, and utility improvements upon, or contiguous to, and for the installation, operation, and maintenance of traffic control and safety devices upon, or contiguous to, any existing or proposed educational plant.

(b) The Board may pay its proportionate share of the cost of onsite and offsite system improvements necessitated by the educational facility development, but the Board is not required to pay for or install any improvements that exceed those required to meet the onsite and offsite needs of a new public educational facility or an expanded site. Development exactions assessed against the School Boards may not exceed the proportionate share of the cost of system improvements necessitated by the educational facility development and may not

address existing facility or service backlogs or deficits in accordance with chapter 1013.51 (1)(a) and (b), Florida Statutes.

Section 6. Local Planning Agency, Future Land Use Map (FLUM) Amendments, Rezonings, and Development Approvals

- 6.1 The County shall include a representative appointed by the School Board on the local Planning Board, pursuant to Florida Statute 163.3174(1). The County may at their discretion grant voting status to the School board member. The School Board shall appoint a representative to attend those meetings of the City and Towns' local Planning Boards at which the Boards consider Future Land Use Map (FLUM) amendments, DRI development orders, and rezoning applications of ten (10) or more dwelling units that increase residential density, or major mixed-use development projects that would, if approved, increase residential density on the property that is the subject of the application, and provide comment as appropriate.
- 6.2 The County, City and Towns agree to give the School Board notification of all Future Land Use Map (FLUM) amendments, DRI development orders, notice of proposed change, site plan approval, and plat and rezoning applications of ten (10) or more dwelling units that increase residential density, or major mixed-use development projects applications pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice shall be provided at least ten (10) working days from receipt of the completed application.
- 6.3 Within ten (10) working days after receipt of notification by the local government, the School Board shall advise the local government of the school enrollment impacts anticipated to result from the proposed FLUM amendments, DRI development orders, notice of proposed change, site plan approval, and plat and rezoning applications of ten (10) or more dwelling units that increase residential density, or major mixed-use development projects as appropriate, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity shall be reported consistent with State Requirements for Educational Facilities.
- 6.4 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer shall collaborate to find means to ensure sufficient capacity shall exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements or proportionate share mitigation.
- 6.5 In reviewing and approving FLUM amendments, DRI development orders, notice of proposed change, site plan approval, and plat and rezoning applications of ten (10) or more dwelling units that increase residential density, or major mixed-use development projects, the County, City and Towns shall consider the following issues:
- (a) School Board comments;
 - (b) Available school capacity or planned improvements to increase school capacity;
 - (c) The provision of school sites and facilities within planned neighborhoods;
 - (d) Compatibility of land uses adjacent to existing schools and school property. That has gone through the FLUM amendment process to secure a designation of "Public Buildings and Grounds";
 - (e) The location of parks, recreation and neighborhood facilities with school sites;
 - (f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

- (g) Traffic circulation plans, which serve schools and the surrounding neighborhood;
- (h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- (i) The inclusion of school bus stops and turnarounds.

6.6 In formulating community development plans and programs, the County, City and Towns shall consider the following issues:

- (a) Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board District Educational Facilities Plan;
- (b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- (c) Targeting community development improvements in older and distressed neighborhoods near schools; and
- (d) Working to address and resolve multi-jurisdictional public school issues.

Section 7. Location and Shared Use

- 7.1 Location and shared use of facilities are important to both the School Board and local governments. The School Board shall look for opportunities to locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, location and shared use opportunities shall be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for shared use with public schools shall be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, stadiums and Enhanced Hurricane Protection Areas (EHPAs). In addition, location and shared use of school and governmental facilities for health care and social services shall be considered.
- 7.2 A separate agreement shall be developed for each instance of shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from shared use.

Section 8. School Concurrency Implementation

- 8.1 This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, F.S.
- 8.2 The Parties agree that the timely delivery of adequate public school facilities at an adopted level of service requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Further, the School District shall review and provide a determination on all applications for development orders, which will have an impact on school capacity and the District's Educational Facilities Plan.
- 8.3 The Parties agree that, within the County, City and Towns jurisdiction, residential Development Orders, subject to School Concurrency, may be issued only if school capacity is available in public school facilities at the level of service specified in this Agreement. A determination of whether school capacity is available to serve residential

development shall be made by a School Board representative, consistent with the adopted level of service standard.

- 8.4 The Parties agree that the County, City and Towns will adopt the comprehensive plan amendments, no later than June 1, 2008, consisting of the Public School Facilities Element, consistent with the requirements of Section 163.3180, F.S. and this Agreement. The parties also agree that the County, City, Towns and School Board will adopt this amended Interlocal Agreement.
- 8.5 The School Board's Educational Facilities Plan shall be included in the County, City and Towns next comprehensive plan amendment cycle, but no later than December 1st, following the annual adoption of the Educational Facilities Plan by the School Board. This will ensure that the Educational Facilities Plan uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools. Each jurisdiction's amendments shall be consistent with those adopted by the other jurisdictions, as required by Section 163.3180, F.S.
- 8.6 When the comprehensive plan amendments, adopted in accordance with Senate Bill 360 and this Agreement, become effective, the County, City, Towns and School Board shall undertake the following activities:
- (a) Adopt required school concurrency provisions into their Land Development Regulations (LDRs) consistent with the timeframe established by law, the requirements of this Agreement, and the County, City and Towns comprehensive plans. As an alternative to adopting school concurrency LDRs, any city may elect to be bound by the provisions established by the County.
 - (b) Withhold issuance of any site-specific development order for new residential units not exempted under Section 9.13 of this Agreement until the School District has reported that there is school capacity available to serve the development under review.
 - (c) Share information with the School Board regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements.
 - (d) Maintain data for approved new residential development. The data shall be provided to the School Board on a quarterly basis and include, at a minimum, the following:
 - (1) Development name and location;
 - (2) Total number of dwelling units by unit type (single-family, multi-family, etc.);
 - (3) Total number of dwelling units with certificates of occupancy by development;
 - (e) Transmit site plans, preliminary plats and final plats, Future Land Use Map (FLUM) amendments, DRI development orders, notice of proposed change, site plan approval, plat and rezoning applications for new residential development, to a School Board representative for review and comment.
 - (f) Provide to the County, Cities and Towns all information as required in Section 2 and Section 3.1 and 3.2 of this agreement.
 - (g) Institute program and/or school attendance boundary adjustments, as necessary, to maximize the utilization of school capacity, taking into account factors including but not limited to transportation costs, court-ordered desegregation orders, minimization of disruption to students and families, and capacity commitments in order to ensure that all schools of each type (elementary,

middle, high) in each School Service Area and each individual school operate at the adopted level of service pursuant to Section 163.3180(13)(g)5., FS.

- (h) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the adopted Educational Facilities Plan.
- (i) Provide the County and Cities with any School District data and analysis relating to school concurrency necessary to amend or annually update the comprehensive plan.
- (j) Review proposed new residential developments for compliance with concurrency standards.
- (k) Review proportionate share mitigation options for new residential development.
- (l) Provide information to the County and Cities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

Section 9. School Concurrency Process

9.1 The County, City, Towns and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential rezoning, preliminary plat, site plan or functional equivalent may be approved by the County City or Towns unless the residential development is exempt from these requirements as provided in Section 9.13 of this Agreement, until a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers. The map outlining the Concurrency Service Areas and the Adopted Level of Service Standards are attached as Appendix 2.

9.2 Any developer submitting a development permit application (such as a rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 9.13 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School Board. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the School Impact Analysis to the School Board representative for review. The School Board representative will verify whether sufficient satisfactory FISH capacity for each type of school are available or not available to support the development. The process is as follows:

- (a) The School Board representative shall review the School Impact Analysis for residential developments, which have been submitted and deemed sufficient for processing by the applicable local government.
- (b) The School Board representative shall review each School Impact Analysis in the order in which it is received and shall issue a School Concurrency Reservation Letter to the applicant and the affected local government within thirty (30) working days of receipt of the application.
- (c) In the event that there is not adequate capacity available in the School Concurrency Area in which the proposed development is located or in an Contiguous School Concurrency Area to support the development, the School Board shall entertain proportionate share mitigation options pursuant to Section

10 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 10 of this Agreement.

- (d) The local government shall be responsible for notifying the School Board representative when a residential development has received a Concurrency Reservation Certificate, when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

- 9.3 To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific School Concurrency Area using the School Board Student Generation Multiplier, as established in the School Districts Student Forecast, Fiscal Impacts and Impact Fee Report prepared by Fishkind & Associates, Inc.
- 9.4 The School Board shall create and maintain a Development Review Table for each School Concurrency Area and will use the Development Review Table to compare the projected students from proposed residential developments to the School Concurrency Area available capacity programmed within the first three years of the current five-year capital planning period. Student enrollment projections shall be based on the most recently adopted Educational Facilities Plan, and the Development Review Table shall be updated to reflect these projections. Available capacity shall be derived using the following formula:
- (a) Available Capacity = School Capacity1 - (Enrollment2 + Vested3) Where: 1. School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District's Educational Facilities Plan
2. Enrollment = Student enrollment as counted at the Fall FTE.
3. Vested = Students generated from residential developments approved after the implementation of school concurrency.
- (b) At the Fall Full Time Equivalent (FTE) Student Count, the vested number of students on the Development Review Table will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.
- 9.5 If new capacity within a School Concurrency Area is in place or under actual construction in the first three years of the School District's Educational Facilities Plan, the new school capacity will be added to the capacity shown in the Concurrency Service Area and the utilization rate will be adjusted accordingly.
- 9.6 If the projected student growth from a residential development causes the adopted Level of Service to be exceeded in a School Concurrency Area, a Contiguous School Concurrency Area will be reviewed for available capacity. In conducting the adjacency review, the School Board shall first use the adjacent School Concurrency Area with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the School Concurrency Area with the next most available capacity until all Contiguous School Concurrency Area's have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued.
- 9.7 If a proposed new development causes the Level of Service in the School Concurrency Area in which it is located to exceed the adopted Level of Service and there is available capacity in a Contiguous School Concurrency Area, actual development impacts shall be shifted to the contiguous School Concurrency Area having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to a contiguous School Concurrency Area at the discretion of the School Board.
- 9.8 When the School Board representative reviews a development project application and determines that sufficient capacity is available at the adopted Level of Service to accommodate the students projected to be generated from the development project, the

School Board representative shall issue a School Concurrency Reservation Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a reservation letter by the School Board identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues a Concurrency Reservation Certificate.

- 9.9 A local government shall not issue a Certificate of Concurrency for a residential development until receiving confirmation of available school capacity in the form of a School Concurrency Reservation Letter from the School Board. Once the local government has issued a Certificate of Concurrency, school concurrency for the residential development shall guarantee that there will be a finding of concurrency at subsequent steps in the development approval process for a given property or a project for a period of two (2) years following the issuance of the Certificate of Concurrency. If the applicant with a valid, unexpired Certificate of Concurrency obtains construction plan approval or a building permit, as applicable, for horizontal or vertical construction within the two (2) year period, the Certificate of Concurrency shall remain in effect until the expiration of the building permit or construction plan approval to which it applies. Expiration, extension or modification of a Certificate of Concurrency for a residential development shall require a new review for adequate school capacity to be performed by the School Board.
- 9.10 Local governments shall notify the School District within ten (10) days of any change in the status of a Concurrency Reservation Certificate for a residential development.
- 9.11 The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School Board in the form of a School Concurrency Reservation Letter. Once the local government has issued a Concurrency Reservation Certificate, school concurrency for the residential development shall be valid for the life of the Concurrency Reservation Certificate.
- 9.12 If the student impacts from a proposed development would cause the adopted Level of Service to be exceeded, the School Board representative will issue a Concurrency Deficiency Letter detailing why the development is not in compliance, and offering the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 10.
- 9.13 The following residential uses shall be considered exempt from the requirements of School Concurrency.
- (a) Single-family lots of record as specified in each local government's Public School Facility Element.
 - (b) Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site-specific development order prior to the commencement date of the School Concurrency Program.
 - (c) Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units.
 - (d) Any age restricted community with no residents under the age of sixty-five. Exemption of an age-restricted community shall be subject to a restrictive covenant limiting the age of residents to sixty-five years old.
 - (1) Upon the request of a developer submitting a land development application with a residential component, the School District shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of School Concurrency.
 - (e) Any Development of Regional Impact (DRI) for which a development order has been issued prior to July 1, 2005 or for which an application has been submitted prior to May 1, 2005.

Section 10. Proportionate Share Mitigation

- 10.1 In the event that there is not adequate capacity available to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer and the local government to mitigate the impact from the development through the creation of additional school capacity.
- 10.2 When the student impacts from a proposed development would cause the adopted Level of Service to fail, the developer's proportionate share mitigation for the development will be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid will be calculated utilizing the actual cost per student station allocations for elementary, middle and high school, as established by the current construction costs in Nassau County, the Florida Department of Education, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.
- (a) The methodology used to calculate a developer's proportionate share mitigation shall be as follows:
- Proportionate Share = (Development studentsa - Available Capacity) X Total Costl per student station;
- Where a: Development students = Students generated by development that are assigned to that school.
- Where 1: Total Cost = the cost per student station as determined by the School District, the Florida Department of Education and the current construction costs in Nassau County, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.
- 10.3 The applicant shall be allowed to enter into a ninety (90) day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.
- 10.4 A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Educational Facilities Plan. Capacity projects identified within the first three (3) years of the Educational Facilities Plan shall be considered as committed in accordance with Section 9.4 of this Agreement.
- 10.5 If capacity projects are planned in years four (4) or five (5) of the School District's Educational Facilities Plan within the same Concurrency Service Area as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 10.2(a).
- 10.6 If a capacity project does not exist in the School District's Educational Facilities Plan, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the Educational Facilities Plan can be maintained. Mitigation options may include, but are not limited to:
- (a) School construction; or
- (b) Contribution of land and/or infrastructure; or

- (c) Expansion of existing permanent school facilities subject to the expansion being less than or equal to the Level of Service set for a new school of the same category; or
 - (d) Paying developer's proportionate share mitigation cost in accordance with the formula provided in Section 10.2(a).
 - (e) Payment for construction and/or land acquisition.
 - (1) All construction, remodeling, and/or renovations of facilities will be (at a minimum) in accordance with State Requirements for Educational Facilities (SREF), current School Board practice and the most current adopted Florida Building Code.
- 10.7 Proportionate share mitigation shall be applied as a credit toward any impact fees or exactions imposed by local government ordinance for the same need, on a dollar-for-dollar basis at fair market value.
- 10.8 If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the school impact fee is the responsibility of the developer.
- 10.9 Upon conclusion of the negotiation period, the School Board shall determine whether or not capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall issue a School Concurrency Reservation Letter indicating that adequate capacity is available for the development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the local government, the School Board and the developer. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, a final School Concurrency Deficiency Letter shall be issued by the School Board to the developer and the local government detailing why any mitigation proposals were rejected, and why the development is not in compliance with school concurrency requirements.
- 10.10 A School Concurrency Reservation Letter or a School Concurrency Deficiency Letter, indicating either that adequate capacity is available, or that there is no available capacity following a ninety (90) day negotiation period as described in Section 10.3 of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.
- 10.11 A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.
- 10.12 A person substantially affected by a local government decision made as a part of the School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision Subject to Section 11.

Section 811. Resolution of Disputes

- 811.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes (see Appendix 1).

Section 912. Oversight Process

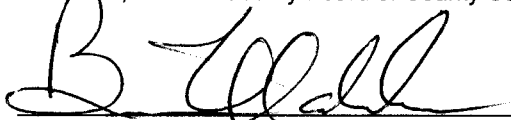
- 912.1 The School Planning Working Committee shall submit on an annual basis at a public meeting a written report reviewing implementation of the interlocal agreement to the Nassau County Board of County Commissioners. The public meeting is intended to provide the public with an opportunity to participate and comment on the implementation of the interlocal agreement. The Nassau County Board of County Commissioners shall monitor implementation of the interlocal agreement and distribute the annual report to the School Board, City and Towns, requesting comment on the implementation of the interlocal agreement. A representative of the Committee shall, if requested, meet with the School Board, City and Towns to discuss and answer questions about implementation of the interlocal agreement, as appropriate.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this _____ day of _____, 2003 2008.

ATTEST:

Chairman, School Board of Nassau County

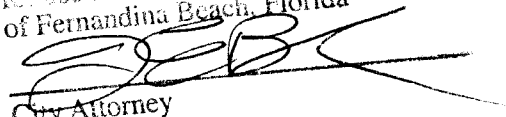
Chairman, Nassau County Board of County Commissioners



Mayor, City of Fernandina Beach

Mayor, Town of Callahan

Mayor, Town of Hilliard

Approved as to form and legality
for use and reliance by the City
of Fernandina Beach, Florida


City Attorney

APPENDIX 1

CHAPTER 164, Florida Statutes

GOVERNMENTAL DISPUTES

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164.102 Purpose and intent.

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164.1057 Execution of resolution of conflict.

164.1058 Penalty.

164.1061 Time extensions.

164.1065 Applicability of ch. 99-279.

164.101 Short title.--Sections 164.101-164.1061 may be cited as the "Florida Governmental Conflict Resolution Act."

History.--s. 1, ch. 87-346; s. 1, ch. 99-279.

164.102 Purpose and intent.--The purpose and intent of this act is to promote, protect, and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution procedure that can provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between and among local and regional governmental entities. It is the intent of the Legislature that conflicts between governmental entities be resolved to the greatest extent possible without litigation.

History.--s. 2, ch. 87-346; s. 2, ch. 99-279.

164.1031 Definitions.--For purposes of this act:

(1) "Local governmental entities" includes municipalities, counties, school boards, special districts, and other local entities within the jurisdiction of one county created by general or special law or local ordinance.

(2) "Regional governmental entities" includes regional planning councils, metropolitan planning organizations, water supply authorities that include more than one county, local health councils, water management districts, and other regional entities that are authorized and created by general or special law that have duties or responsibilities extending beyond the jurisdiction of a single county.

(3) "Governmental entity" includes local and regional governmental entities.

(4) "Local government resolution" has the same meaning as provided in s. 166.041.

(5) "Governing body" means the council, commission, or other board or body in which the general legislative powers of a local or regional governmental entity are vested.

(6) "Designee" means a representative with full authority to negotiate on behalf of a governmental entity and to recommend settlement to the appropriate decisionmaking body or authority of the governmental entity.

(7) "Noticed public meeting" means a public meeting in which notice is given at least 10 days prior to the meeting by publication in the newspaper of widest circulation in the jurisdictions of the primary conflicting governmental entities. Each primary conflicting governmental entity shall provide notice within its jurisdiction.

(8) "Primary conflicting governmental entities" means the governmental entity initiating the conflict resolution process provided for in this act, together with the governmental entity or entities with whom the initiating governmental entity has a conflict. The term does not include other governmental entities which may have a role in approving or implementing a particular element or aspect of any settlement of the conflict, or which may receive notice or intervene in the conflict resolution process provided for in this act.

(9) "Mediation" means a process whereby a neutral third person called a mediator acts to encourage and facilitate the resolution of a conflict between two or more parties. The role of the mediator includes, but is not limited to, assisting the parties in identifying issues and exploring settlement alternatives.

History.--s. 3, ch. 99-279.

164.1041 Duty to negotiate.--

(1) If a governmental entity files suit against another governmental entity, court proceedings on the suit shall be abated, by order of the court, until the procedural options of this act have been exhausted. The governing body of a governmental entity initiating conflict resolution procedures pursuant to this act shall, by motion, request the court to issue an order abating the case pursuant to this section. All governmental entities are encouraged to use the procedures in this act to resolve conflicts that may occur at any time between governmental entities, but shall use these procedures before court proceedings, consistent with the provisions of this section. The provisions of this act do not apply to administrative proceedings pursuant to chapter 120 or any appeal from any administrative or trial court judgment or decision. Nothing in this act shall limit a governmental entity from initiating and prosecuting eminent domain, foreclosure, or other court proceedings where, as a function of the nature of the suit, other governmental entities are necessary parties, if there are no materially disputed issues with regard to such joinder. Nothing in this act shall limit a governmental entity from filing any counterclaim or cross-claim in any litigation in which it is a defendant. Nothing in this act is intended to abrogate other provisions of law which provide procedures for challenges to specific governmental actions, including, but not limited to, comprehensive plan amendments and tax assessment challenges. The provisions of this act shall not apply to conflicts between governmental entities if an alternative dispute resolution process, such as mediation or arbitration, is specifically required by general law or agreed to by contract, interlocal agreement, or other written instrument, or if the governmental entities have reached an impasse during an alternative dispute resolution process engaged in prior to the initiation of court action. Further, nothing in this act shall preclude a governmental entity from filing a suit without resort to the provisions of this act against any federal or other governmental entity not governed by state law. Nothing in this section shall be deemed to toll or waive jurisdictional time limits on specific pleadings or motions set forth in statute or court rules unless modified pursuant to s. 164.1061.

(2) If a governmental entity, by a three-fourths vote of its governing body, finds that an immediate danger to the health, safety, or welfare of the public requires immediate action, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of this act are complied with, no notice or public meeting or other proceeding as provided by this act shall be required before such a court proceeding. If a water management district, by three-fourths vote of its governing body, finds that an immediate danger to the natural resources, water resources, and wildlife requires immediate declaratory relief, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of this act are complied with, no notice or public meeting or other proceeding as provided by this act shall be required before such a court proceeding. However, the court, upon motion, may review the justification for failure to comply with the provisions of this act and make a determination as to whether the provisions of this act should be complied with prior to action by the court. If the court determines that the provisions of this act should be complied with prior to court action and that following the provisions of this act will not result in the compromise of significant legal rights, the court shall abate the suit until the provisions of this act are complied with.

History.--s. 4, ch. 99-279.

164.1051 Scope.--It is not the intent of this act to limit the conflicts that may be considered under this act, except that any administrative proceeding pursuant to chapter 120 shall not be subject to this act. Pursuant to s. 164.1041, this act shall apply, at a minimum, to governmental conflicts arising from any of the following issues or processes, including, but not limited to:

(1) Any issue relating to local comprehensive plans or plan amendments prepared pursuant to part II of chapter 163, including, but not limited to, conflicts involving levels of service for public facilities and natural resource protection.

(2) Municipal annexation.

(3) Service provision areas.

(4) Allocation of resources, including water, land, or other natural resources.

(5) Siting of hazardous waste facilities, land fills, garbage collection facilities, silt disposal sites, or any other locally unwanted land uses.

(6) Governmental entity permitting processes.

(7) Siting of elementary and secondary schools.

History.--s. 5, ch. 99-279.

164.1052 Initiation of conflict resolution procedure; duty to give notice.--

(1) The governing body of a governmental entity shall initiate the conflict resolution procedures provided by this act through passage of a resolution by its members. The resolution shall state that it is the intention of the governing body to initiate the conflict resolution procedures provided by this act prior to initiating court proceedings or prosecuting action on a previously filed court proceeding to resolve the conflict and shall specify the issues of conflict and the governmental entity or entities with which the governing body has a conflict. Within 5 days after the passage of the resolution, a letter and a certified copy of the resolution shall be provided to the chief administrator of the governmental entity or entities with which the governing body has a conflict by certified mail, return receipt requested. The letter shall state, at a minimum, the conflict, other governmental entities in conflict with the initiating governmental entity, the justification for initiating the conflict resolution process, the proposed date and location for the conflict assessment meeting to be held pursuant to s. 164.1053, and suggestions regarding the officials who should be present at the conflict assessment meeting. The initiating governmental entity also shall mail a copy of the letter and resolution to any state, regional, or local governmental entities which, in the determination of the initiating governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the initiating governmental entity.

(2) Within 10 days after receiving a copy of a certified letter noticing the initiation of the conflict resolution procedure, other governmental entities receiving the notice may elect to participate in the conflict resolution process, but are not entitled by virtue of that participation to control the timing or progress of the conflict resolution process, which at all times shall remain in the discretion of the primary conflicting governmental entities. However, a governmental entity which receives notice of a conflict may, by passage of its own resolution and by otherwise following the procedures set forth in subsection (1), join the conflict resolution process as a primary conflicting governmental entity. The intent of a governmental entity to join in the conflict resolution process shall be communicated to the initiating governmental entity by certified mail. The joining governmental entity also shall mail a copy of the letter to any state, regional, or local governmental entities which, in the determination of the joining governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the joining governmental entity.

(3) For purposes of this act, the date of initiation of the conflict resolution procedure shall be the date of the passage of a resolution by a governmental entity.

History.--s. 6, ch. 99-279.

164.1053 Conflict assessment phase.--

(1) After the initiation of the conflict resolution procedure, and after proper notice by certified letter has been given, a conflict assessment meeting shall occur. The meeting shall be scheduled to occur within 30 days of the receipt of the letter initiating the conflict resolution procedure. Public notice shall be given for this meeting in accordance with s. 164.1031(7). The conflict assessment meeting shall be scheduled to allow the attendance by the appropriate personnel from each primary conflicting governmental entity. The chief administrator, or his or her designee, for each governmental entity that is a primary conflicting governmental entity in the conflict resolution procedure shall be present at this meeting. If the entities in conflict agree, the assistance of a facilitator may be enlisted for the conflict assessment meeting. During the conflict assessment meeting, the governmental entities shall discuss the issues pertaining to the conflict and an assessment of the conflict from the perspective of each governmental entity involved.

(2) If a tentative resolution to the conflict can be agreed upon by the representatives of the primary conflicting governmental entities at the conflict assessment meeting, the primary conflicting governmental entities may proceed with whatever steps they deem appropriate to fully resolve the conflict, including, but not limited to, the scheduling of additional meetings for informal negotiations or proposing a resolution to the governing bodies of the primary conflicting governmental entities.

(3) In the event that no tentative resolution can be agreed upon, the primary conflicting governmental entities shall schedule a joint public meeting as described in s. 164.1055, which meeting shall occur within 50 days of the receipt of the first letter initiating the conflict resolution process from the initiating governmental entity.

(4) After the conclusion of the conflict assessment meeting, any primary conflicting governmental entity may request mediation as provided in s. 164.1055(2).

History.--s. 7, ch. 99-279.

164.1055 Joint public meeting.--

(1) Failure to resolve a conflict after following authorized procedures as specified in s. 164.1053 shall require the scheduling of a joint public meeting between the primary conflicting governmental entities. The governmental entity first initiating the conflict resolution process shall have the responsibility to schedule the joint public meeting and arrange a location. If the entities in conflict agree, the assistance of a facilitator may be enlisted to assist them in conducting the meeting. In this meeting, the governing bodies of the primary conflicting governmental entities shall:

(a) Consider the statement of issues prepared in the conflict assessment phase.

(b) Seek an agreement.

(c) Schedule additional meetings of the entities in conflict, or of their designees, to continue to seek resolution of the conflict.

(2) If no agreement is reached, the primary conflicting governmental entities shall participate in mediation, the costs of which shall be equally divided between the primary conflicting governmental entities. The primary conflicting governmental entities shall endeavor in good faith to select a mutually acceptable mediator. If the primary conflicting governmental entities are unable to mutually agree on a mediator within 14 days after the joint public meeting, the primary conflicting governmental entities shall arrange for a mediator to be selected or recommended by an independent conflict resolution organization, such as the Florida Conflict Resolution Consortium, and shall agree to accept the recommendation of that independent organization, or shall agree upon an alternate method for selection of a mediator, within 7 business days after the close of that 14-day period. Upon the selection of a mediator, the conflicting governmental entities shall schedule mediation to occur within 14 days, and shall issue a written agreement on the issues in conflict within 10 days of the conclusion of the mediation proceeding. The written agreement shall not be admissible in any court proceeding concerning the conflict, except for proceedings to award attorney's fees under s. 164.1058, where the agreement may be used to demonstrate an entity's refusal to participate in the process in good faith.

History.--s. 8, ch. 99-279.

164.1056 Final resolution.--If there is failure to resolve a conflict between governmental entities through the procedures provided by ss. 164.1053 and 164.1055, the entities participating in the dispute resolution process may avail themselves of any otherwise available legal rights.

History.--s. 9, ch. 99-279.

164.1057 Execution of resolution of conflict.--Resolution of a conflict at any phase shall require passage of an ordinance, resolution, or interlocal agreement that reflects the terms or conditions of the resolution to the conflict.

History.--s. 10, ch. 99-279.

164.1058 Penalty.--If a primary conflicting governmental entity fails to participate in good faith in the conflict assessment meeting, mediation, or other remedies provided for in this act, the primary disputing governmental entity that failed to participate in good faith shall be required to pay the attorney's fees and costs in that proceeding of the prevailing primary conflicting governmental entity.

History.--s. 4, ch. 87-346; s. 11, ch. 99-279; s. 7, ch. 2006-218.

Note.--Former s. 164.104.

164.1061 Time extensions.--Any of the time requirements set forth in this act may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such agreement would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement shall have the effect of extending any jurisdictional time requirements with regard to that claim for the period set forth in the agreement.

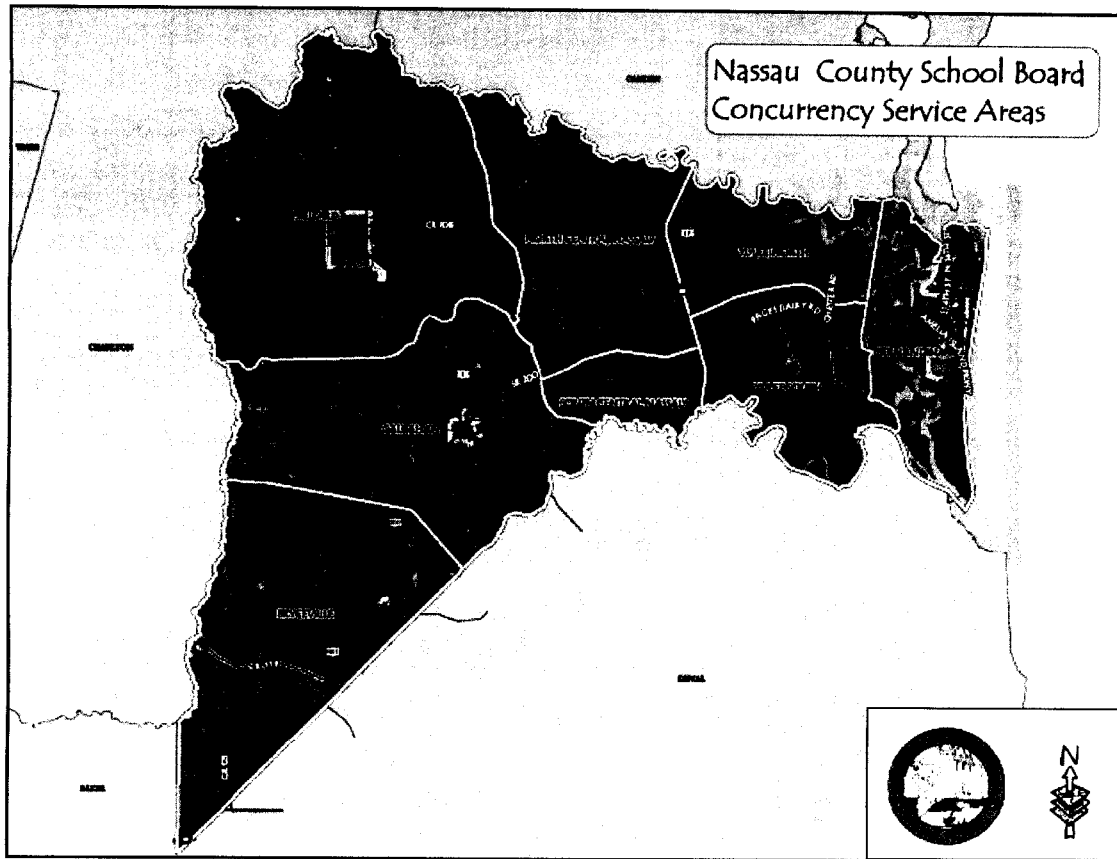
History.--s. 12, ch. 99-279.

164.1065 Applicability of ch. 99-279.--This act shall take effect upon becoming a law, but shall not be construed to abrogate any otherwise applicable agreements or requirements of any contracts, interlocal agreements, or other written instruments which are in existence as of the effective date of this act. To the extent that any contractual or other agreement provisions in existence on the effective date of this act conflict with the provisions of this act, the provisions in the written agreement shall control.

History.--s. 14, ch. 99-279.

Appendix 2

Concurrency Service Areas



Level of Service Standards

<u>Type of School</u>	<u>Maximum Permanent FISH Capacity</u>	<u>Level of Service</u>	<u>Minimum Acreage</u>
<u>Elementary</u>	<u>800</u>	<u>95%</u>	<u>25</u>
<u>Middle</u>	<u>1200</u>	<u>100%</u>	<u>40</u>
<u>K-8</u>	<u>1200</u>	<u>100%</u>	<u>50</u>
<u>Combination 6-12</u>	<u>1500</u>	<u>100%</u>	<u>60</u>
<u>High</u>	<u>1500</u>	<u>100%</u>	<u>60</u>

Anita Ross

From: Marshall, D. McCrary
Sent: Monday, November 10, 2008 10:36 AM
To: Anita Ross
Cc: Kelly Gibson; Jessica Williams
Subject: RE: Interlocal Agreement for Public Schools

yep - latest word was the review was complete and the letter advising of their intent to find the amendment in compliance would be forthcoming. This was just last week, so we should see something this week. DCA will then run a legal ad known as the "Notice of Intent" in the News Leader acknowledging the impending approval.

Marshall McCrary, CDD Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 277-7325
(904) 277-7324 (FAX)

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: Anita Ross
Sent: Wednesday, November 05, 2008 11:48 AM
To: Marshall, D. McCrary
Subject: Interlocal Agreement for Public Schools

September 20th you replied status was: DCA had for review should be about 30 days or so. Are we still in the "so" time frame?
Keep me updated.

Thanks.

AnitaLouise Vosmus-Ross
Deputy City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
www.fbfl.us
aross@fbfl.org

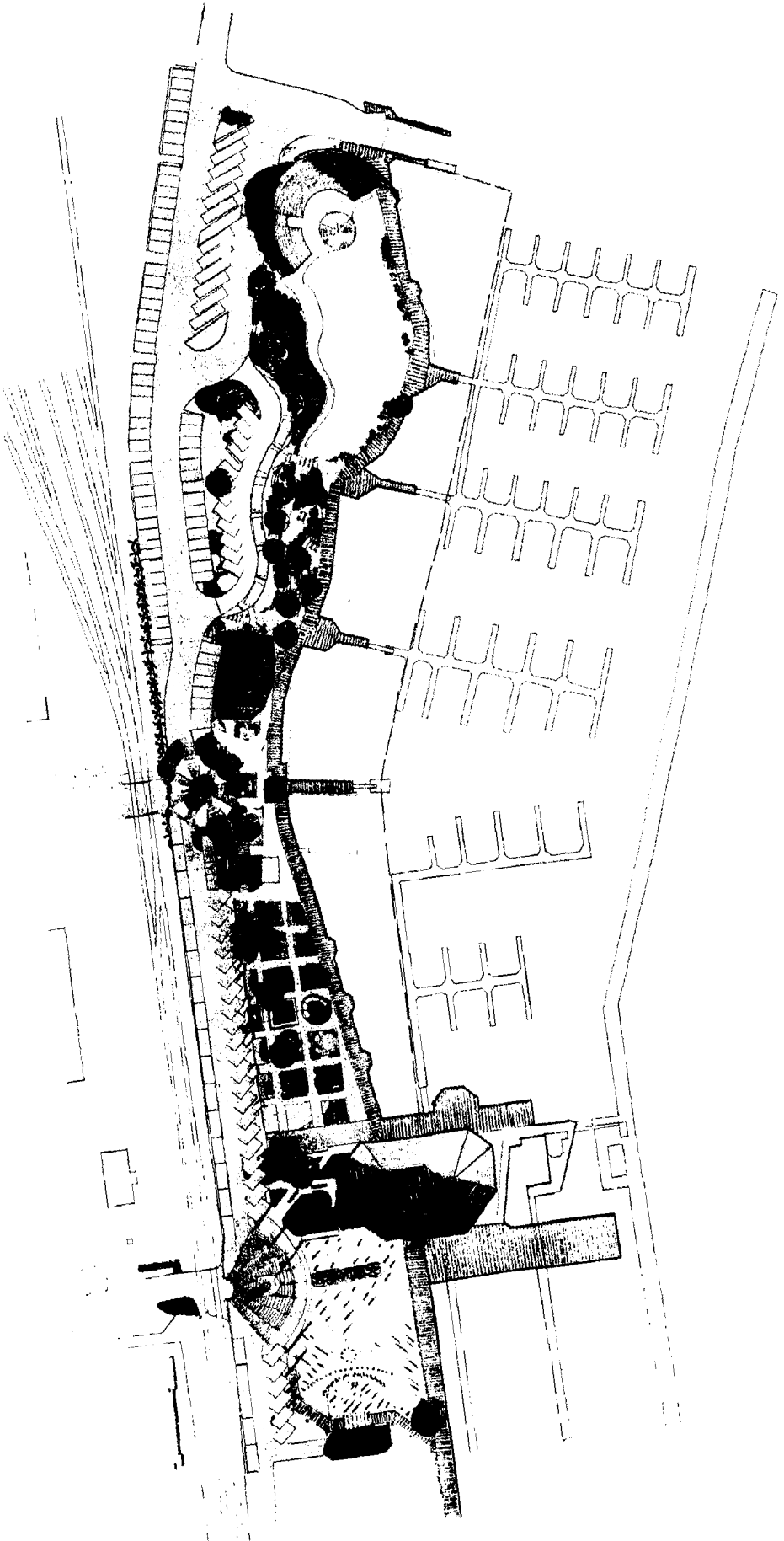
"Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

11/10/2008

RECEIVED

JUN 13 2001

PLANNING & ZONING
FERNANDINA BEACH, FLORIDA



Anita Ross

From: Marshall, D. McCrary
Sent: Monday, September 22, 2008 8:18 AM
To: Anita Ross
Subject: RE: Interlocal Agreement for Public School Facility Planning

This has been transmitted to DCA and is currently under their review. We await their Compliance Report, which should be no more than another 30 days or so.

Marshall McCrary, CDD Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 277-7325
(904) 277-7324 (FAX)

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From: Anita Ross
Sent: Friday, September 19, 2008 6:16 PM
To: Marshall, D. McCrary
Subject: Interlocal Agreement for Public School Facility Planning

Status please.

Anita Louise Vosmus-Ross
Deputy City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
www.fbfl.us
aross@fbfl.org

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9/22/2008

Anita Ross

From: Anita Ross
Sent: Wednesday, November 05, 2008 11:48 AM
To: Marshall, D. McCrary
Subject: Interlocal Agreement for Public Schools

September 20th you replied status was: DCA had for review should be about 30 days or so. Are we still in the "so" time frame?
Keep me updated.

Thanks.

Anita Louise Vosmus-Ross
Deputy City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
www.fbfl.us
aross@fbfl.org

"Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

11/5/2008

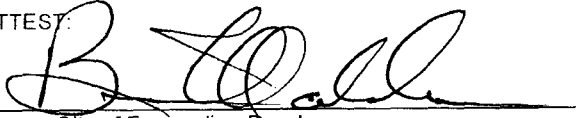
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this _____ day of _____, 2008.

ATTEST:

Chairman, Nassau County Board of County Commissioners

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Nassau County, the City of Fernandina Beach, Town of Callahan, Town of Hilliard, and the School Board of Nassau County on this _____ day of _____, 2008.

ATTEST:



Mayor, City of Fernandina Beach
Bruce Malcolm

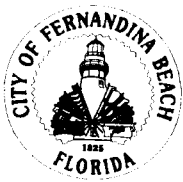
ATTEST:

By: 

Printed Name: Mary L. Mercer

Title: City Clerk

Date: _____



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: RESOLUTION 2008-101 Approval of an amended Interlocal Agreement for Public School Facility Planning among the Nassau County School Board, the City of Fernandina Beach, Nassau County and the Towns of Callahan and Hilliard.

DEPARTMENT: CDD / PLANNING DEPARTMENT

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

SUMMARY:

The City of Fernandina Beach, as well as the School District, Nassau County and the Towns of Callahan and Hilliard, currently operated under an Interlocal Agreement (ILA) for Public School Facility Planning. This ILA was adopted in May 2003 in accordance with Florida Statutes, Section 163.31777, which requires that local governments and the school board agree to work together to address school siting, enrollment forecasting, school capacity, and supporting infrastructure requirements.

The School Board and the local jurisdictions are required to amend and update the existing ILA to add elements corresponding to new State requirements for School Concurrency. Concurrency is a requirement of SB 360 signed into law in June 2005 which requires all local governments and school boards to adopt school concurrency by December 1, 2008. The School Concurrency elements include Comprehensive Plan amendments which are scheduled for final adoption at 2nd reading on this same agenda.

The Commission is requested to approve the updated Interlocal Agreement to reflect the School Concurrency changes to the local Comprehensive Plan as proposed by the 2nd Reading of Ordinance 2008-05.

RECOMMENDED ACTION: Approve Resolution 2008-101

DEPARTMENT HEAD Submitted: Kelly N. Hanlon *[Signature]* Date: 06/24/08
Requested Agenda: Date: 07/15/08

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☒ N/A Date:

CITY ATTORNEY Approved for Form *TEB* Date: 7/9/08

CITY MANAGER Approved Agenda Item for *[Signature]* Date: 7/11/08

COMMISSION ACTION: ☐ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Tabled To Time Certain
☐ Other

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CD ☐ FI ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PR ☐ PW ☐ UD ☐ CDD

Approved at the City Commission
Meeting
Held on 7.15.08
Voted: Initial: *ae*

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-83
Settlement Agreement - Juan Carlos Gil

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-83

SYNOPSIS: On December 16, 2018, the City received a letter from Mr. Juan Carlos Gil claiming he was unable to access all documents on the City's website with a screen reader, used by those with visual impairments. Many cities and counties across Florida have been contacted by Mr. Gil.

On February 11, 2019, Mr. Gil filed a federal discrimination lawsuit with the United States District Court, Middle District of Florida, Jacksonville Division. The City's insurance company, Preferred Governmental Insurance Trust (PGCS), and outside counsel, Bell & Roper, P.A., have negotiated a settlement on the City's behalf.

The parties recognize the tremendous time and expense that would be incurred by litigation of the matter, any appeals and the uncertainties inherent in any such litigation, and the parties have concluded that their interests would be best served by this pre-suit settlement in the amount of \$8,000.

The General Release provides that the City and Mr. Gil agree that the City admits no liability or wrongdoing, and Mr. Gil does not admit that his claims lack merit.

FISCAL IMPACT: The settlement will be paid out of the City's Insurance funds set aside for deductibles in Property/Liability Premiums account, 631 22631.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-83.

Tammi E. Bach, City Attorney 5/14/2019

Dale Martin, City Manager 5/14/2019

Pauline Testagrose, Comptroller 5/14/2019

Date: April 24, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AGREEMENT OF SETTLEMENT IN THE FEDERAL CASE OF JUAN CARLOS GIL V. CITY OF FERNANDINA BEACH IN THE AMOUNT OF \$8,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 16, 2018, the City received a letter from Mr. Juan Carlos Gil claiming he was unable to access all documents on the City's website with a screen reader; and

WHEREAS, on February 11, 2019, Mr. Gil filed a federal discrimination claim with the United States District Court, Middle District of Florida, Jacksonville Division; and

WHEREAS, the City's insurance company, Preferred Governmental Insurance Trust (PGCS), and outside counsel, Bell & Roper, P.A., have negotiated a settlement on the City's behalf; and

WHEREAS, the parties recognize the tremendous time and expense that would be incurred by litigation of the matter, any appeals and the uncertainties inherent in any such litigation, and the parties have concluded that their interests would be best served by this pre-suit settlement in the amount of \$8,000; and

WHEREAS, the General Release provides that the City and Mr. Gil agree that the City admits no liability or wrongdoing, and Mr. Gil does not admit that his claims lack merit; and

WHEREAS, the settlement amount of \$8,000 will be paid out of the City's Insurance funds set aside for deductibles in Property/Liability Premiums account, 631 22631.

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 General Release in the case of Juan Carlos Gil v. City of Fernandina Beach, Case No.: 3:19-cv-181-J32PDB, attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute all documents pertaining to such settlement after review and approval of the City Attorney.

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

ADOPTED this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

SETTLEMENT OF ALL CLAIMS

DEFINITIONS:

A. As used in this Settlement of All Claims, "Plaintiff" shall mean JUAN CARLOS GIL, a single man, as well as his executors, administrators, personal representatives, successors and assigns, singular or plural, and any other person in privity with him, wherever the context so admits or requires.

B. As used in this Settlement of All Claims, the term "Defendant" shall mean the CITY OF FERNANDINA BEACH, FLORIDA, as well as its past, present, and future affiliates, subsidiaries, designees, officials, board members, officers, directors, administrators, managers, employees, boards, agents, commissioners, attorneys, agencies, representatives, successors and assigns, in their individual and official capacities, and any other entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

C. As used in this Settlement of All Claims, the term "Insurer" shall include the insurers and third-party administrators of the Defendant, including PREFERRED GOVERNMENTAL INSURANCE TRUST (as well as its third-party administrator, PGCS), as well as its respective agents, officers, officials, employees, representatives, attorneys, successors, assigns, and any other entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

RECITALS:

WHEREAS, Plaintiff alleges that he is visually impaired and that certain content on the Defendant's website, www.fbfl.us, is not accessible to visually-impaired individuals who use screen reader software ("subject incident").

WHEREAS, as a result of the aforesaid subject incident, Plaintiff claims he has been denied access to certain content on the Defendant's website; experienced exclusion, segregation, mental anguish, and humiliation; and sustained damages and injuries, including shame, humiliation, isolation, segregation, emotional suffering, pain, and anguish; and

WHEREAS, based on the aforesaid allegations, Plaintiff filed a complaint in the United States District Court for the Middle District of Florida, case number 3:19-cv-00181-J-32PDB, styled as *Gil v. City of Fernandina Beach, Florida*, naming City of Fernandina Beach, Florida as a defendant (hereinafter "lawsuit") and asserting an action under Title II of the Americans with Disabilities Act of 1990 and under Section 505 of the Rehabilitation Act of 1973 through which Section 504 of the Rehabilitation Act of 1973 is enforced; and

WHEREAS, with respect to all times material hereto, Insurer issued a coverage agreement to Defendant which provides indemnity or coverage with respect to certain claims asserted in lawsuit; and

WHEREAS, Defendant and Insurer have denied and continue to deny any wrongdoing and have denied and continue to deny any liability for the allegations which were the subject matter of the aforesaid lawsuit and subject incident, but are desirous of entering into a compromised settlement of this claim in good faith, to avoid future litigation and attendant costs; and

WHEREAS, Plaintiff has agreed to accept the sum of **EIGHT THOUSAND DOLLARS (\$8,000.00)**, as well as other non-monetary consideration explicitly provided for in this Settlement of All Claims, in full and final compromise and settlement of any and all claims he may have, whether now known or not known or contemplated against Defendant and/or Insurer, for damages arising out of or resulting from the above-described subject incident, and/or lawsuit and attorneys' fees, costs, and expenses arising out of or resulting from the above-described subject incident and/or lawsuit, and further agrees to dismiss, with prejudice, any and all claims that are currently pending or that may be filed in the future against said Defendant arising out of the above-described subject incident, and further agrees to execute, before a notary public, the General Release of claims for damages, attorneys' fees, and costs in favor of Defendant and Insurer attached hereto as Exhibit A;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND RELEASES

1. AGREEMENTS, RELEASES, AND PROMISES

A. Settlement Amount. Defendant, by and through Insurer, shall pay to Plaintiff the total sum of **EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00)**. Such payment shall be in the form of a single check made payable to Scott R. Dinin, P.A. Iota and shall be sent to Plaintiff's attorney, Scott R. Dinin, on or before thirty (30) days after the later of: (1) execution of this Settlement of All Claims by all Parties and (2) execution of the General Release.

B. Full Satisfaction. The Settlement Amount fully satisfies each and every claim in the above-referenced lawsuit, and fully satisfies any and all claims for damages, attorneys' fees, costs, and expenses which Plaintiff or Plaintiff's attorneys may have in connection with the subject incident, the above-referenced lawsuit, and this Settlement of All Claims.

C. Dismissal with Prejudice and Other Litigation Requirements. Plaintiff shall be prohibited from engaging in the following activities in the above-referenced lawsuit: (1) amending the above-referenced lawsuit to seek class action status; (2) filing a motion for summary judgment; and (3) seeking a trial. Unless previously completed, upon both Parties' execution of the

Settlement of All Claims, counsel for Defendant may immediately file a notice of settlement in the above-referenced lawsuit, as required by United States District Court for the Middle District of Florida Local Rule 3.08. Unless previously completed, on or before three (3) business days after the execution of this Settlement of All Claims by both Parties, the Parties shall file a Joint Stipulation of Dismissal with Prejudice in the above-referenced lawsuit. The Joint Stipulation of Dismissal with Prejudice shall dismiss the above-referenced lawsuit with prejudice and shall state that each party shall bear its own attorneys' fees and costs.

D. Release. On or before fourteen (14) days after the Parties execute this Settlement of All Claims, Plaintiff shall execute, before a notary public, the General Release of claims for damages, attorneys' fees, and costs in favor of Defendant attached hereto as Exhibit A. Pursuant to this General Release, Plaintiff, in consideration of the mutual covenants contained herein and for other good and valuable consideration contained herein, shall remise, release and forever discharge Defendant of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which Plaintiff ever had, now has, or which any personal representative, successor, heir, or assign of Plaintiff, hereafter can, shall or may have, against Defendant by reason of any matter, cause or thing, from the beginning of the world to the date of these presents including, but not limited to, the above-described subject incident and any and all claims which were or could have been asserted in that certain lawsuit referenced above, and including, but not limited to, any and all claims for compensatory damages, pain and suffering, disability, disfigurement, mental anguish, exclusion, segregation, shame, humiliation, isolation, emotional suffering, loss of capacity for enjoyment of life, damage to reputation, lost past or future wages, impairment of earning capacity, physical, emotional or psychological injury, past and future medical expenses, injunctive relief, declaratory relief, punitive damages, interest, costs, attorney's fees, expenses, civil rights violations, violations of Title II of the Americans with Disabilities Act of 1990, violations of Section 504 of the Rehabilitation Act of 1973, claims brought pursuant to Section 505 of the Rehabilitation Act of 1973, claims brought under 42 U.S.C. § 1983, federal claims, state statutory or common law claims, or any other claim or damage of any nature whatsoever.

Plaintiff, in consideration of the mutual covenants contained herein and for other good and valuable consideration contained herein, shall also indemnify, protect, and save harmless Defendant and Insurer from all judgments, any and all liens, costs, and expenses whatsoever arising on account of any action, claim or demand which may be brought hereafter by any person or entity, on account of any injury, loss or damages resulting from the subject incident or event aforesaid. Plaintiff represents and further agrees that at the time of the execution of this Settlement of All Claims there are not outstanding claims by way of reimbursement or subrogation by insurance carriers, medical providers or other entities for amounts paid on behalf of Plaintiff by reason of the subject incident which is described above, or, in the alternative, if there are

outstanding claims, Plaintiff will fully satisfy and resolve those claims and will indemnify and hold Defendant and Insurer harmless from such claims and will satisfy any such outstanding claims which may be outstanding at the present time, including, but not limited to, any hospital liens, medical liens, insurance liens, attorney liens, outstanding liens, and/or liens held by Medicaid and/or Medicare or any other federal or state agency.

It shall be Plaintiff and Plaintiff's counsel's sole responsibility to pay taxes, if any, on the funds conferred pursuant to this Settlement of All Claims. Plaintiff and Plaintiff's counsel hereby agree to indemnify, defend, and hold harmless Defendant from the assessment of any taxes, interest, and penalties that the IRS or any other taxing authority, court, or tribunal determines should have been paid in connection with any monies paid by Defendant and/or Insurer pursuant to this Settlement of All Claims.

The Parties further covenant and agree that this Settlement of All Claims and the General Release attached hereto as Exhibit A may be pleaded or asserted by or on behalf of Defendant and/or Insurer as a defense and complete bar to any action or claim for attorney's fees that may be brought against or involving Defendant and/or Insurer by anyone acting or purporting to act on behalf of Plaintiff or Plaintiff's attorneys with respect to any of the matters within the scope of this Settlement of All Claims or the General Release excepting only the obligations of the Parties under this Agreement. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, based upon, arising out of or in connection with, or in any way relating to, directly or indirectly, the subject incident, the lawsuit, or the subject matter of this Settlement of All Claims, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect Plaintiff's decision to enter into this settlement and provide this Settlement of All Claims and General Release. Plaintiff and Plaintiff's attorneys have accepted payment of the sums specified herein, as well as other consideration specified herein, as a complete compromise of all disputed issues of law and fact addressed and contemplated herein.

The Parties further covenant and agree that notwithstanding this Settlement of All Claims or the General Release attached hereto as Exhibit A, Plaintiff shall retain the right to seek future injunctive or declaratory relief to enforce the terms of this Settlement of All Claims.

E. Accessibility of PDF Content on www.fbfl.us. Beginning twelve (12) months from the date of all Parties' execution of this Settlement of All Claims, Defendant will begin to publish any new PDF content on www.fbfl.us so that only such new PDF content is accessible to individuals who are visually impaired. Such new PDF content shall, at a minimum, conform to the World Wide Web Consortium's Web Content Accessibility Guidelines ("WCAG") 2.0 Level A. This Settlement of All Claims shall not be construed to require Defendant to make PDF content on www.fbfl.us accessible to any greater degree than required by Title II of the ADA, Section 504 of the Rehabilitation Act of 1973, or both. This Settlement of All Claims shall not be construed

to require Defendant to make PDF content on www.fbfl.us conform to at least WCAG 2.0 Level A if such would require Defendant to bear an undue financial or administrative burden or fundamentally alter Defendant's programs, services, or activities.

Defendant shall not be obligated by this Settlement of All Claims to remediate PDF content that exists on www.fbfl.us prior to twelve (12) months after the date of all Parties' execution of this Settlement of All Claims.

Beginning twelve (12) months from the date of all Parties' execution of this Settlement of All Claims, Defendant may publish on www.fbfl.us the following material in a format not accessible to individuals who are visually impaired and, on or before sixty (60) days after publication, provide an accessible version of the non-accessible material that conforms to the WCAG 2.0 Level A guidelines for accessibility: City of Fernandina Beach, Florida City Commissioner agenda items not created by Defendant that are not received by Defendant in accessible format conforming to at least WCAG 2.0 Level A. In no event shall this provision regarding agenda items be enforceable in the case of an emergency and/or natural disaster that affects Defendant's normal operations.

Defendant shall not be obligated by this Settlement of All Claims to make a document or other material (including, without limitation, third-party submissions to Defendant, site plans, development plans, utility rate tables, maps, blueprints, architectural drawings, handwritten correspondence, technical drawings, and any other image, diagram, or chart for which there is no logical methodology to create an alternate description that will make the image understandable to an individual using screen reader software), accessible to individuals who are visually impaired if such action would be technically infeasible, unreasonably costly, or both. However, if technology later becomes available to make any such document or material accessible to individuals who are visually-impaired so as to conform to at least WCAG 2.0 Level A at reasonable cost, Defendant shall, within a reasonable amount of time, make such document or material accessible as would otherwise be required by this Settlement of All Claims. For purposes of this Settlement of All Claims, it shall be deemed that if the cost to make a document or other material conform to at least WCAG 2.0 Level A exceeds \$500.00, the cost is deemed by the Parties to be unreasonable and an undue financial burden.

The Parties agree that this Settlement of All Claims does not require Defendant to make accessible to individuals who are visually impaired any web page or web content on any domain other than www.fbfl.us, regardless of whether Defendant provides any link, direction, or reference from www.fbfl.us to any such other domain or embedded content from any such other domain.

Should the United States of America promulgate any regulation or enact legislation that requires Defendant to make web content accessible to visually impaired individuals, Defendant shall not be required, as of the effective date of such regulation or legislation, by this Settlement

of All Claims to make any content on www.fbfl.us accessible in any manner or to any degree greater than that which may be required by such regulation or legislation. Instead, this Settlement of All Claims shall be automatically be modified, without further action by the Parties, as of the effective date of such regulation or legislation, such that Defendant shall be required by this Settlement of All Claims to comply with only such regulation or legislation within the timeframe for compliance set forth in such regulation or legislation.

2. ADDITIONAL TERMS

A. Adequate Consideration. The consideration received in connection with this Settlement of All Claims and the General Release is fair, adequate, and substantial and consists only of the terms set forth in this Settlement of All Claims and the General Release attached hereto as Exhibit A.

B. Attorney's Fees, Costs, and Expenses. Except as explicitly provided herein, Plaintiff, Defendant, and Insurer shall bear their own attorneys' fees, costs, and expenses associated with the lawsuit and claims that are the subject of this Settlement of All Claims.

C. Choice of Law. This Settlement of All Claims and the General Release are entered into in the State of Florida and the Settlement of All Claims and the General Release and any rights, remedies, or obligations provided for in this Settlement of All Claims and the General Release, shall be construed and enforced in accordance with the laws of the State of Florida.

D. Neutral Interpretation and Counterparts. The Parties shall be deemed to have cooperated in the drafting and preparation of this Settlement of All Claims and the General Release. Hence, any construction to be made of this Settlement of All Claims and the General Release shall not be in favor of or against any Party. This Settlement of All Claims and the General Release may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Settlement of All Claims and the General Release constitute an original signature.

E. Severability. The provisions of this Settlement of All Claims and the General Release are severable. If any portion, provision, or part of this Settlement of All Claims or the General Release is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Settlement of All Claims or the General Release and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

F. Amendments and/or Modification. This Settlement of All Claims and the General Release shall not be altered, amended, or modified by oral representation made before or after the execution of this Settlement of All Claims and the General Release. All modifications must be in

writing and duly executed by all Parties.

G. Advice of Counsel. The Parties acknowledge that this Settlement of All Claims and the General Release are executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have or had the opportunity for representation in the negotiation for, and in the performance of, this Settlement of All Claims and the General Release by competent legal counsel of their choice and that they have read this Settlement of All Claims and the General Release and have had these documents fully explained to them by their counsel and that they are fully aware of the contents of this Settlement of All Claims and the General Release and their legal effect.

H. Accord and Satisfaction. This Settlement of All Claims and the General Release shall be effective as a full and final accord and satisfaction and release of each matter in connection with those matters set forth herein above.

I. Successors and Assigns. This Settlement of All Claims and the General Release shall be binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assignees.

J. Integration / Single Agreement. This Settlement of All Claims and the General Release constitute a single, integrated, written contract expressing the entire understanding and agreement between the Parties and the terms of the Settlement of All Claims and the General Release are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied, between the Parties with respect to the subject matter of this Settlement of All Claims and the General Release. The Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Settlement of All Claims or the General Release has been made conferring any benefit upon them.

K. No Admission of Fault or Liability. This Settlement of All Claims shall not be construed as an admission of fault, responsibility, or liability by Defendant and/or Insurer but is rather a compromised settlement designed to avoid further litigation and attendant costs. Defendant and Insurer specifically deny liability for the claims brought by Plaintiff, deny all allegations of Plaintiff, and deny any wrongdoing whatsoever. Plaintiff, Defendant, and Insurer agree that neither the fact that a settlement has been reached, nor the terms of said settlement, may be admissible in any future proceeding, except a proceeding to enforce the terms of this Settlement of All Claims and/or the General Release.

L. Settlement of All Claims. Plaintiff acknowledges and agrees that this is a Settlement of All Claims. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which if known, would

materially affect the Plaintiff's decision to enter into this settlement and provide this Settlement of All Claims and/or the General Release attached hereto as Exhibit A. Plaintiff and Plaintiff's attorneys have accepted payment of the sums specified herein, as well as all other non-monetary consideration specified herein, as a complete compromise of matters involving disputed issues of law and fact.

The undersigned further warrant that no promise or inducement not herein expressed has been made; that payment of the above mentioned sum is in full compromised settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that this Settlement of All Claims and the General Release are given in good faith and discharges Defendant and Insurer from all liability; that the undersigned is over 21 years of age, legally competent to execute this Settlement of All Claims, have read the contents of this Settlement of All Claims, and sign this Settlement of All Claims with advice of counsel and full knowledge and appreciation of its meaning.

M. Notice and Cure Provision. No breach of this Settlement of All Claims shall accrue unless (a) an independent accessibility consultant determines that a person who is disabled as that term is defined in Title II of the Americans with Disabilities Act as a result of a visual impairment and has average, reasonable competency using a prominent, commercially-available screen reader (including, without limitation, NVDA, JAWS, and Voiceover) in combination with an up-to-date version of Internet Explorer, Firefox, Safari, or Chrome cannot reasonably access information published on or services provided by Defendant through its website and (b) Defendant fails to remedy, using reasonable efforts, the issue(s) identified by the independent accessibility consultant to Defendant on or before 60 days after Plaintiff provides Defendant with notice of such issue(s) identified by the independent accessibility consultant. Plaintiff shall provide such notice to Defendant via certified mail with return receipt requested, to the Mayor with copy to the City Attorney. Defendant shall have sixty (60) days after receipt of proper notice to cure the alleged violation before Plaintiff may take any action to enforce this Settlement of All Claims. If the independent accessibility consultant determines that an item or service is inaccessible as described above but that such inaccessibility cannot be remedied using reasonable efforts; without a fundamental alteration to Defendant's programs, services, or activities; without creating an undue financial or administrative burden for Defendant; or a combination of the foregoing, Defendant shall not be obligated by this Settlement of All Claims to remedy that item or service.

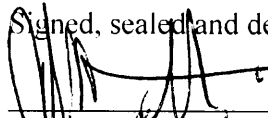
N. No Knowledge of Other Potential Claimants and Other Proceedings. As a material inducement for Plaintiff's and Defendant's willingness to enter into this Settlement of All Claims, each further represent and warrant that they have not assigned, transferred, or purported to assign or transfer, to any person, thing, corporation, association, or entity whatsoever, any claim released herein, in the General Release, or both. Plaintiff further represents and warrants that Plaintiff is unaware of any plaintiff, potential plaintiff, putative class member, claimant, or counsel who plans, anticipates, or intends to assert any claim, make a demand, or bring litigation against

Defendant and/or Insurer based upon the claims against Defendant in this lawsuit or any similar claim. Plaintiff further represents and warrants that the Plaintiff has not been notified or otherwise informed of any such intention or consideration thereof. Plaintiff represents that, other than the lawsuit, Plaintiff has not filed any charge, complaint, lawsuit, or other proceeding against Defendant and/or Insurer arising from or relating to the subject incident, claim asserted in the lawsuit, or both.

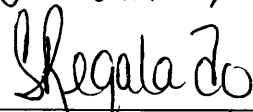
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned hereby sets her hand and seal to this Settlement of All Claims this 1 day of May, 2019.

Signed, sealed and delivered in the presence of:

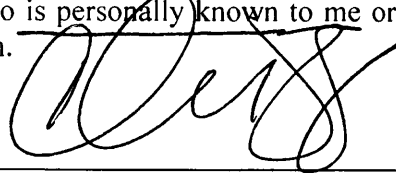

Witness: Christopher Madden


JUAN CARLOS GIL,
a single man


Witness: Scarlet Regalado

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing Settlement of All Claims was acknowledged before me this 1 day of May, 2019, by JUAN CARLOS GIL, who is personally known to me or who has produced _____ as identification.



My Commission Expires:

Print:
Notary Public



Christopher DaSilva
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG212729
Expires 7/10/2022

IN WITNESS WHEREOF, the undersigned hereby sets his hand and seal to this Settlement of All Claims this _____ day of _____, 2019.

Signed, sealed and delivered in the presence of:

Witness:

John A. Miller, Mayor
City of Fernandina Beach, Florida

Witness:

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing Settlement of All Claims was acknowledged before me this _____ day of _____, 2019, by John A. Miller, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Print:
Notary Public

GENERAL RELEASE

Exhibit A to the Parties' Settlement of All Claims

DEFINITIONS:

A. As used in this General Release, "Plaintiff" shall mean JUAN CARLOS GIL, a single man, as well as his executors, administrators, personal representatives, successors and assigns, singular or plural, and any other person in privity with him, wherever the context so admits or requires.

B. As used in this General Release, the term "Defendant" shall mean the CITY OF FERNANDINA BEACH, FLORIDA, as well as its past, present, and future affiliates, subsidiaries, designees, officials, board members, officers, directors, administrators, managers, employees, boards, agents, commissioners, attorneys, agencies, representatives, successors and assigns, in their individual and official capacities, and any other entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

C. As used in this General Release, the term "Insurer" shall include the insurers and third-party administrators of the Defendant, including PREFERRED GOVERNMENTAL INSURANCE TRUST (as well as its third-party administrator PGCS), as well as their respective agents, officers, officials, employees, representatives, attorneys, successors, assigns, and any other entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

RECITALS:

WHEREAS, Plaintiff alleges that certain content on the Defendant's website, www.fbfl.us, is not accessible to visually-impaired individuals who use screen reader software ("subject incident").

WHEREAS, as a result of the aforesaid subject incident, Plaintiff claims he has been denied access to certain content on the Defendant's website; experienced exclusion, segregation, mental anguish, and humiliation; and sustained damages and injuries, including shame, humiliation, isolation, segregation, emotional suffering, pain, and anguish; and

WHEREAS, based on the aforesaid allegations, Plaintiff filed a complaint in the United States District Court for the Middle District of Florida case number 3:19-cv-00181-J-32PDB, styled as *Gil v. City of Fernandina Beach, Florida*, naming City of Fernandina Beach, Florida as a defendant (hereinafter "lawsuit") and asserting an action under Title II of the Americans with Disabilities Act of 1990 and under Section 505 of the Rehabilitation Act of 1973 through which Section 504 of the Rehabilitation Act of 1973 is enforced; and

WHEREAS, Defendant and Insurer have denied and continue to deny any wrongdoing and

have denied and continue to deny any liability for the allegations which were the subject matter of the aforesaid lawsuit and subject incident, but are desirous of entering into a compromised settlement of this claim in good faith, to avoid future litigation and attendant costs; and

WHEREAS, Plaintiff has agreed to accept the sum of **EIGHT THOUSAND DOLLARS (\$8,000.00)**, as well as other non-monetary consideration explicitly provided for in the Settlement of All Claims, in full and final compromise and settlement of any and all claims he may have, whether now known or not known or contemplated against Defendant and/or Insurer, for damages arising out of or resulting from the above-described subject incident, and/or lawsuit and for attorneys' fees, costs, and expenses arising out of or resulting from the above-described subject incident, and/or lawsuit, and further agrees to dismiss, with prejudice, any and all claims that are currently pending or that may be filed in the future against said Defendant arising out of the above-described subject incident,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said and undersigned Plaintiff, for and in consideration of the mutual covenants and other good and valuable consideration contained in the Settlement of All Claims, the receipt and sufficiency of which is hereby acknowledged, does remise, release and forever discharge Defendant and Insurer of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which Plaintiff ever had, now has, or which any personal representative, successor, heir, or assign of Plaintiff, hereafter can, shall or may have, against Defendant and Insurer by reason of any matter, cause or thing, from the beginning of the world to the date of these presents including, but not limited to, the above-described subject incident and any and all claims which were or could have been asserted in that certain lawsuit referenced above, and including, but not limited to, any and all claims for compensatory damages, pain and suffering, disability, disfigurement, mental anguish, exclusion, segregation, shame, humiliation, isolation, emotional suffering, loss of capacity for enjoyment of life, damage to reputation, lost past or future wages, impairment of earning capacity, physical, emotional or psychological injury, past and future medical expenses, injunctive relief, declaratory relief, punitive damages, interest, costs, attorney's fees, expenses, civil rights violations, violations of Title II of the Americans with Disabilities Act of 1990, violations of Section 504 of the Rehabilitation Act of 1973, claims brought pursuant to Section 505 of the Rehabilitation Act of 1973, claims brought pursuant to 42 U.S.C. § 1983, claims for violation of the First Amendment to the United States Constitution, claims brought for violation of the Fourteenth Amendment to the United States Constitution, federal claims, state statutory or common law claims, or any other claim or damage of any nature whatsoever.

As a further consideration and inducement for the compromised settlement contained in the Settlement of All Claims, Plaintiff agrees to indemnify, protect and save harmless Defendant and Insurer from all judgments, any and all liens, costs and expenses whatsoever arising on account of any action, claim or demand which may be brought hereafter by any person or entity, on account of any injury, loss or damages resulting from the accident, occurrence, subject incident or event

aforesaid. Plaintiff further states that at the time of the execution of the Settlement of All Claims and this General Release, there are not outstanding claims by way of reimbursement or subrogation by insurance carriers, medical providers or other entities for amounts paid on behalf of Plaintiff by reason of the subject incident which is described above, or, in the alternative, if there are outstanding claims, Plaintiff will satisfy those claims and will hold Defendant and Insurer harmless from such claims and will satisfy any such outstanding claims which may be outstanding at the present time, including, but not limited to, any medical liens, insurance liens, outstanding liens and/or liens held by Medicaid and/or Medicare or any other federal or state agency.

Plaintiff agrees that this General Release may be pleaded or asserted by or on behalf of Defendant and/or Insurer as a defense and complete bar to any action or claim for attorney's fees that may be brought against or involving Defendant and/or Insurer by anyone acting or purporting to act on behalf of Plaintiff or Plaintiff's attorneys with respect to any of the matters within the scope of this Settlement of All Claims or the General Release excepting only the obligations of the Parties under this Agreement. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, based upon, arising out of or in connection with, or in any way relating to, directly or indirectly, the subject incident, the lawsuit, or the subject matter of the Settlement of All Claims and this General Release, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect Plaintiff's decision to enter into this settlement and provide this General Release. Plaintiff and Plaintiff's attorneys have accepted payment of the sums specified in the Settlement of All Claims, as well as other consideration specified therein, as a complete compromise of all disputed issues of law and fact addressed and contemplated in the Settlement of All Claims.

Notwithstanding the Settlement of All Claims or this General Release, Plaintiff shall retain the right to seek future injunctive or declaratory relief to enforce the terms of the Settlement of All Claims.

Except as explicitly provided in the Settlement of All Claims, Plaintiff, Defendant, and Insurer shall bear their own attorneys' fees and costs associated with this dispute.

This General Release shall not be construed as an admission of liability or responsibility by Defendant or Insurer but is rather a compromised settlement designed to avoid further litigation. Defendant and Insurer specifically deny liability for the claims brought by Plaintiff, deny all allegations of Plaintiff, and deny any wrongdoing whatsoever.

Plaintiff acknowledges and agrees that this is a General Release and Settlement of All Claims. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which if known, would materially affect the

Plaintiff's decision to enter into this settlement and provide this General Release and Settlement of All Claims. Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact.

The undersigned further warrant that no promise or inducement not herein expressed has been made; that payment of the above mentioned sum is in full compromised settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that this General Release is given in good faith and discharges Defendant and Insurer from all liability; that the undersigned is over 21 years of age, legally competent to execute this General Release, have read the contents of this General Release, and sign this General Release and Settlement of All Claims with advice of counsel and full knowledge and appreciation of its meaning.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned hereby sets his hand and seal to this General Release this 1 day of May, 2019.

Signed, sealed and delivered in the presence of:

Witness: Christopher Madden

JUAN CARLOS GIL,
a single man

Witness: Scarlet Regalado

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing General Release was acknowledged before me this 1 day of May, 2019, by JUAN CARLOS GIL, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Print:
Notary Public



Christopher DaSilva
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG212729
Expires 7/10/2022

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-84
Final Plat Approval - Amelia Park Lakeside

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-84.

SYNOPSIS: The attached Resolution grants approval for a sixteen dwelling unit subdivision for the Amelia Park Planned Unit Development as consistent with PUD amendment approved via Ordinance 2018-07. Preliminary Plat approval was granted under Resolution 2019-36.

FISCAL IMPACT: Building permit fees, municipal and utility impact fees, and property taxes for construction of sixteen new single family homes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-84.

Kelly Gibson, AICP, Planning Director	5/9/2019
Dale Martin, City Manager	5/13/2019
Pauline Testagrose, Comptroller	5/13/2019
Tammi E. Bach, City Attorney	5/14/2019

Kelly N. Gibson, AICP

Date: April 29, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2019-04 TITLED "AMELIA PARK LAKESIDE"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS AP Lakeside, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled "Amelia Park Lakeside"; and

WHEREAS, the "Amelia Park Lakeside", includes the configuration of sixteen remaining lots for single family home sites as consistent with the PUD Amendment contained in Ordinance 2018-07; and

WHEREAS, the Technical Review Committee has reviewed the preliminary plat and a compliance letter issued for site plan approval was granted under SPR 2018-06 on October 11, 2018; and

WHEREAS, staff has reviewed the applicant's request for final plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, on April 10, 2019, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval.

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

SECTION 1. The plat titled "Amelia Park Lakeside," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 21st day of May, 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

Michael Antonopoulos, LLC

March 1, 2019

Ms. Kelly Gibson, AICP, Manager
City of Fernandina Beach
Planning & Zoning
204 Ash Street
Fernandina Beach, FL 32034

RE: Amelia Park Lakeside Final Plat Submittal
PUD Ordinance 2018-07
SPR 2018-06

Dear Kelly,

Please find the following documents delivered herewith regarding the referenced plat submittal.

1. Completed preliminary plat application form.
2. Application fee in the amount of \$850.00.
3. Four full size and four ledger size copies of the plat.

I will email you a pdf copy of the plat.

Please process through the appropriate city departments for review and schedule on the next Planning Commission meeting for consideration.

As always, your help is appreciated.

Sincerely,

Michael Antonopoulos
Michael Antonopoulos, P.E.
President

Cc: Joel Embry

Attachments



PLANNING PAB

Revised 03/01/18

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

2018 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Dec 11 2017	Jan 15 2018	Feb 12 2018	Mar 12 2018	Apr 09 2018	May 14 2018	June 11 2018	Jul 09 2018	Aug 13 2018	Sep 10 2018	Oct 15 2018	Nov 12 2018	Dec 10 2018	Jan 14 2019	Feb 11 2019
Meeting Date	Jan 10 2018	Feb 14 2018	Mar 14 2018	Apr 11 2018	May 09 2018	June 13 2018	Jul 11 2018	Aug 08 2018	Sep 12 2018	Oct 10 2018	Nov 14 2018	Dec 12 2018	Jan 09 2019	Feb 13 2019	Mar 13 2019

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:
 - o The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
 - o 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
Planning Manager
kgibson@fbfl.org
904.310.3135

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)☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600)☐ LDC TEXT AMENDMENT (\$850)☐ COMP PLAN AMENDMENT (\$850)☐ SUBDIVISION PLAT – PRELIM (\$750)☒ SUBDIVISION PLAT – FINAL (\$850)☐ VACATION OF R.O.W. (\$850)☐ VOLUNTARY ANNEXATION (\$1050)**APPLICANT INFORMATION****Owner Name:** AP LAKESIDE, LLCMailing Address: 228 Clatter Bridge Road, Ponte Vedra, FL 32081Telephone: 904.361.8193

Fax: _____

Email: mcsdev@comcast.net**Agent Name:** Michael Antonopoulos, President; MCS Development Corporation, Manager228 Clatter Bridge Road, Ponte Vedra, FL 32081
Mailing Address: _____Telephone: 904.361.8193

Fax: _____

Email: mcsdev@comcast.net**PROPERTY INFORMATION**Street Address: Lake Park DriveParcel Identification Number(s): 29 3N 28 0000 0003 0090, 29 3N 28 0000 0003 0070, 29 3N 28 0000 0003 0080Lot Number: N/A Block Number: N/A Subdivision: N/ASection: 29 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: 16 Lots / 9 Tracts

Less than One (1) acre Sq. Footage: 16 One (1) Acre or Greater: _____

Existing Zoning Classification: R2 (PUD)

Existing Future Land Use Classification: MDR

Previous Planning/Zoning Approvals: Ord 2018-07; TRC SPR 2018-06, Preliminary Plat

Description of Request:

Request approval of Final Plat in accordance with LDC Section 11

SIGNATURE/NOTARY

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

2/28/19
Date

[Signature]
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Michael Antonopoulos, President
MCS Development Corporation, Manager

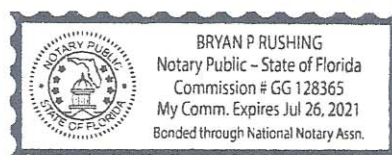
Subscribed and sworn to before me this 28th day of February, 2019.

[Signature]
Notary Public: Signature

Bryan P. Rushing
Printed Name

7/26/2021
My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Riverside Homes of North Florida, Inc.
(print name of property owner(s))

hereby authorize: Michael Antonopoulos
(print name of agent)

to represent me/us in processing an application for: Amelia Park Lakeside
(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]
(Signature of owner)

(Signature of owner)

Matthew A. Roberts, President
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 1 day of March, 2019.

[Signature]
Notary Public: Signature

Lindsey M. Bishop
Printed Name

1-19-2020
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____



’ ’ AMELIA PARK LAKESIDE ’ ’

A PORTION OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

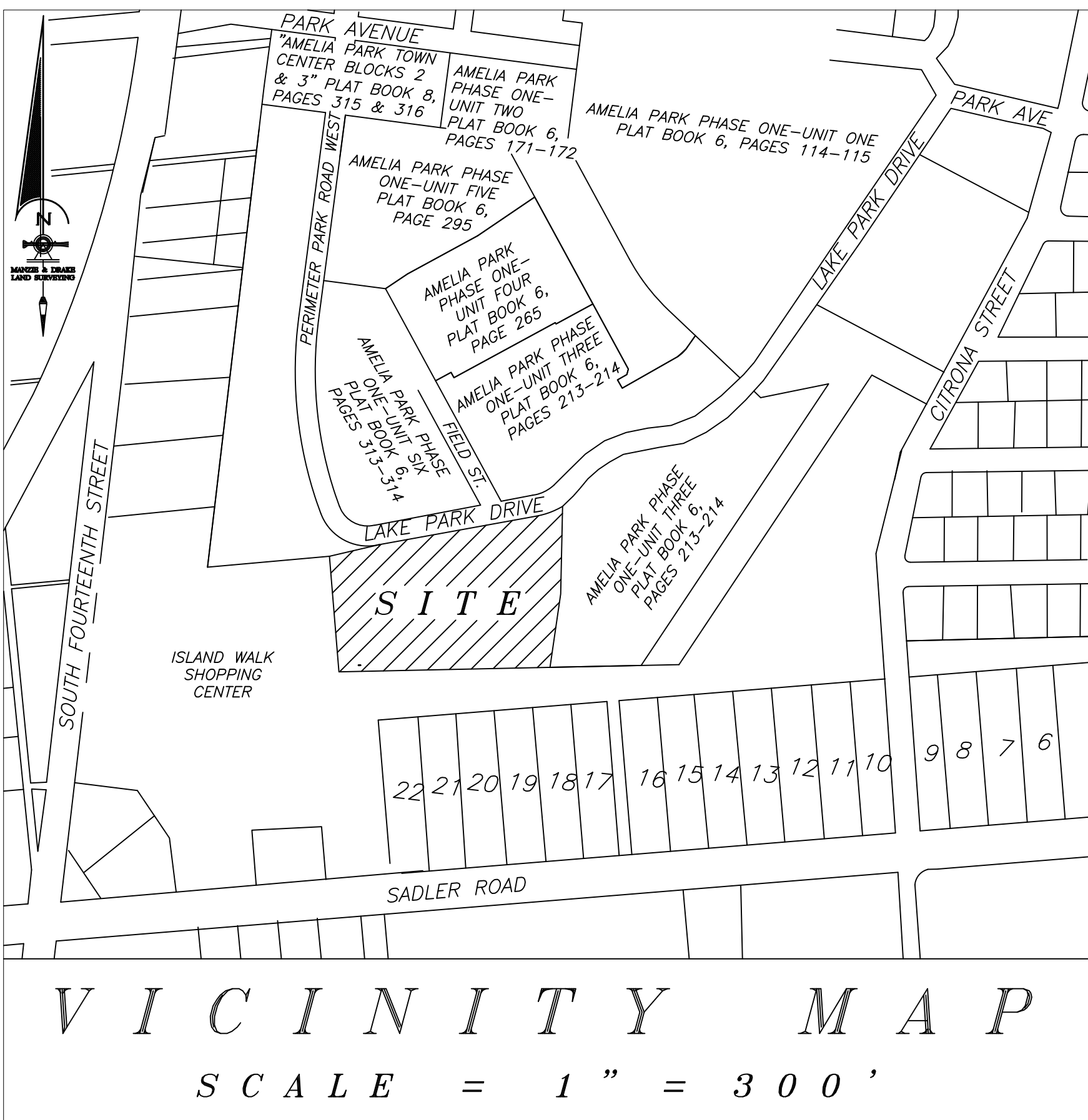
LEGAL DESCRIPTION (CAPTIONED LAND):

PORTIONS OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B:

A PARCEL OF LAND LYING IN AND BEING PART OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OAK CREST SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 135, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE; ON THE WESTERLY RIGHT OF WAY LINE OF CITRONA DRIVE (FORMERLY WILL HARDEE ROAD) A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED, SOUTH 10 DEGREES, 58 MINUTES, 12 SECONDS WEST, 1243.47 FEET TO A POINT OF CURVATURE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 861.98 FEET AND A DELTA OF 25 DEGREES, 11 MINUTES, 38 SECONDS, AN ARC DISTANCE OF 379.09 FEET (SOUTH 23 DEGREES 34 MINUTES, 01 SECOND WEST, 375.98 FEET, CHORD BEARING AND DISTANCE), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, SOUTH 36 DEGREES, 09 MINUTES 50 SECONDS WEST, 200.00 FEET TO A POINT OF CURVATURE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1103.00 FEET AND A DELTA OF 40 DEGREES, 59 MINUTES, 06 SECONDS, AN ARC DISTANCE OF 789.00 FEET (SOUTH 15 DEGREES, 40 MINUTES, 16 SECONDS WEST, 772.29 FEET, CHORD BEARING AND DISTANCE), TO THE POINT OF SAID CURVE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, SOUTH 04 DEGREES, 49 MINUTES, 17 SECONDS EAST, 58.92 FEET TO THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 29; THENCE ON SAID NORTH LINE, SOUTH 88 DEGREES, 46 MINUTES, 30 SECONDS WEST, 785.92 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE OF SAID NORTH LINE, SOUTH 88 DEGREES, 46 MINUTES, 30 SECONDS WEST, 528.00 FEET; THENCE, NORTH 04 DEGREES, 42 MINUTES, 32 SECONDS WEST, 290.28 FEET; THENCE, NORTH 76 DEGREES, 54 MINUTES, 54 SECONDS EAST, 130.02 FEET; THENCE, NORTH 79 DEGREES, 42 MINUTES, 24 SECONDS EAST, 397.52 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A DELTA OF 20 DEGREES, 09 MINUTES, 16 SECONDS, AN ARC DISTANCE OF 70.35 FEET (NORTH 69 DEGREES, 37 MINUTES, 46 SECONDS EAST, 69.99 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 30 DEGREES, 26 MINUTES, 52 SECONDS WEST; THENCE, SOUTH 01 DEGREE, 17 MINUTES, 26 SECONDS WEST, 219.11 FEET; THENCE, SOUTH 08 DEGREES, 16 MINUTES, 25 SECONDS WEST, 185.72 FEET TO THE POINT OF BEGINNING.



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. 2019.

DIRECTOR OF EMERGENCY SERVICES

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 _____, 2019.

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 _____, 2019, 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., 2019.

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., 2019.

BY: _____ ATTEST: _____

TAX COLLECTOR

TAX IDENTIFICATION NUMBER – 29–3N–28–0000–0003–0070
TAX IDENTIFICATION NUMBER – 29–3N–28–0000–0003–0080
TAX IDENTIFICATION NUMBER – 29–3N–28–0000–0003–0090

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. 2019

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

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
FLORIDA CERTIFICATE NO. 5618

DATE

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 177.081 (7), AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET ACCORDING TO THE CHAPTER 177.081 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2019.

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"

SURVEYOR'S NOTES

- ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM LB 7039".
☒ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"x4" CONCRETE MONUMENT) FOUND WITH VARYING IDENTIFICATION INFORMATION (IDENTIFICATION SHOWN AT APPLICABLE CORNERS ON MAP SHEET).
☒ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 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.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 79°42'24" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE PARK DRIVE.
- THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP (FIRM) FOR NASSAU COUNTY, COMMUNITY PANEL NO. 12089C-0239-G, DATED 08/02/2017 AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). 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 HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- THE LOTS SHOWN HEREON MAY NOT BE FURTHER SUBDIVIDED WITHOUT APPROVAL FROM THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.
- THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "R-2 (PUD)".
- THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY „S„ AS SCALED FROM THE NASSAU COUNTY "STORM SURGE" MAP LOCATED ON THE NASSAU COUNTY PROPERTY APPRAISER'S GIS WEBSITE UNDER THE "PUBLIC SAFETY" SECTION (SCALED 08/01/2019).
- BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "R-2 & C-2 (PUD)", ARE AS FOLLOWS:
LOTS 1 THRU 9: HOUSE TYPE III
SIDE YARD SETBACK 10% LOT WIDTH
MAIN HOUSE SETBACK 16'
PORCH SETBACK 8'
UP TO 40% OF FACADE MAY BE ENCLOSED
GARAGE SETBACK 3' (FROM ALLEY PROPERTY LINE)
LOTS C1 THRU C7: HOUSE TYPE II
SIDE YARD SETBACK 10% LOT WIDTH
MAIN HOUSE SETBACK 10'
PORCH SETBACK 2'
GARAGE SETBACK 3' (FROM ALLEY PROPERTY LINE)

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT AP LAKESIDE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, (DEVELOPER) AND RIVERSIDE HOMES OF NORTH FLORIDA, INC., A FLORIDA CORPORATION (CO-OWNER) ARE THE LAWFUL OWNERS OF THE LAND DESCRIBED IN THE CAPTION HEREON KNOWN AS AMELIA PARK LAKESIDE, AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT IS MADE IN ACCORDANCE WITH SAID SURVEY AND IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS.

ALL UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH AND ITS SUCCESSORS. THE PRIVATE LANES ARE AND SHALL REMAIN PRIVATELY OWNED, AND ARE HEREBY DEDICATED TO AMELIA PARK NEIGHBORHOOD ASSOCIATION, INC. THE PRIVATE LANES ARE SUBJECT TO EASEMENT RIGHTS HEREBY GRANTED TO THE CITY OF FERNANDINA BEACH FOR POLICE, FIRE AND RESCUE VEHICLES, GARBAGE AND RECYCLE COLLECTION, WATER DISTRIBUTION AND SANITARY SEWER COLLECTION, AND TO FLORIDA PUBLIC UTILITIES (FPU) FOR ITS UNDERGROUND ELECTRIC SYSTEM, AND EASEMENTS RESERVED TO DEVELOPER FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, MAINTENANCE AND FOR THE BENEFIT OF COMPLYING WITH ITS DUTIES AND OBLIGATIONS AS THE DEVELOPER.

AN EASEMENT IS HERBY GRANTED OVER TRACT "F" TO FLORIDA PUBLIC UTILITIES, ITS SUCCESSORS OR ASSIGNS, FOR USE WITH ITS UNDERGROUND ELECTRIC SYSTEM

FLORIDA PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO FLORIDA PUBLIC UTILITIES, ITS SUCCESSORS OR ASSIGNS, FOR USE WITH ITS UNDERGROUND ELECTRIC SYSTEM.

ALL LOTS, TRACTS AND PRIVATE OR NON-DEDICATED EASEMENTS ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE EXCLUSIVE PROPERTY OF THE DEVELOPER, ITS SUCCESSORS AND GRANTEES. THE DEVELOPER MAY CONVEY CERTAIN NON-DEDICATED PROPERTIES TO A PROPERTY OWNERS' ASSOCIATION BY SEPARATE INSTRUMENT.

AP LAKESIDE, LLC (Developer)

WITNESS _____
PRINT OR TYPE NAME _____
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, MICHAEL ANTONPOULOS, 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., 2019

NOTARY PUBLIC _____ MY COMMISSION EXPIRES : _____
STATE OF _____

RIVERSIDE HOMES OF NORTH FLORIDA, INC. (Co-Owner)

WITNESS _____
PRINT OR TYPE NAME _____
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, MATTHEW A. ROBERTS, 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.

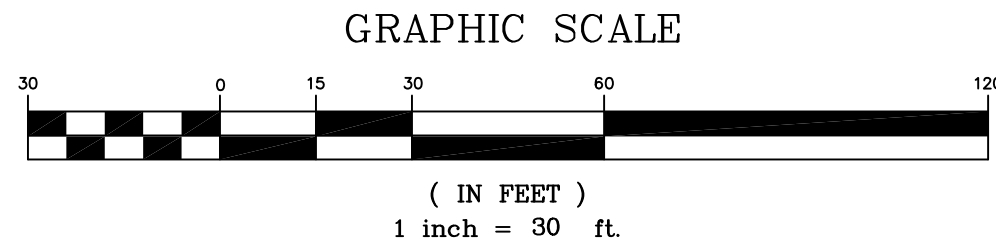
WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2019

NOTARY PUBLIC _____ MY COMMISSION EXPIRES : _____
STATE OF _____

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
L.B. = LICENSED BUSINESS
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.I. = POINT OF INTERSECTION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
R.P. = RADIUS POINT
C1 = CURVE LABEL
S.F. = SQUARE FOOTAGE
I.D. = IDENTIFICATION
(BR) = BEARING REFERENCE
S.S.E. = SANITARY SEWER EASEMENT
U.G.E.E. = UNDERGROUND ELECTRIC EASEMENT
F.P.U. = FLORIDA PUBLIC UTILITIES

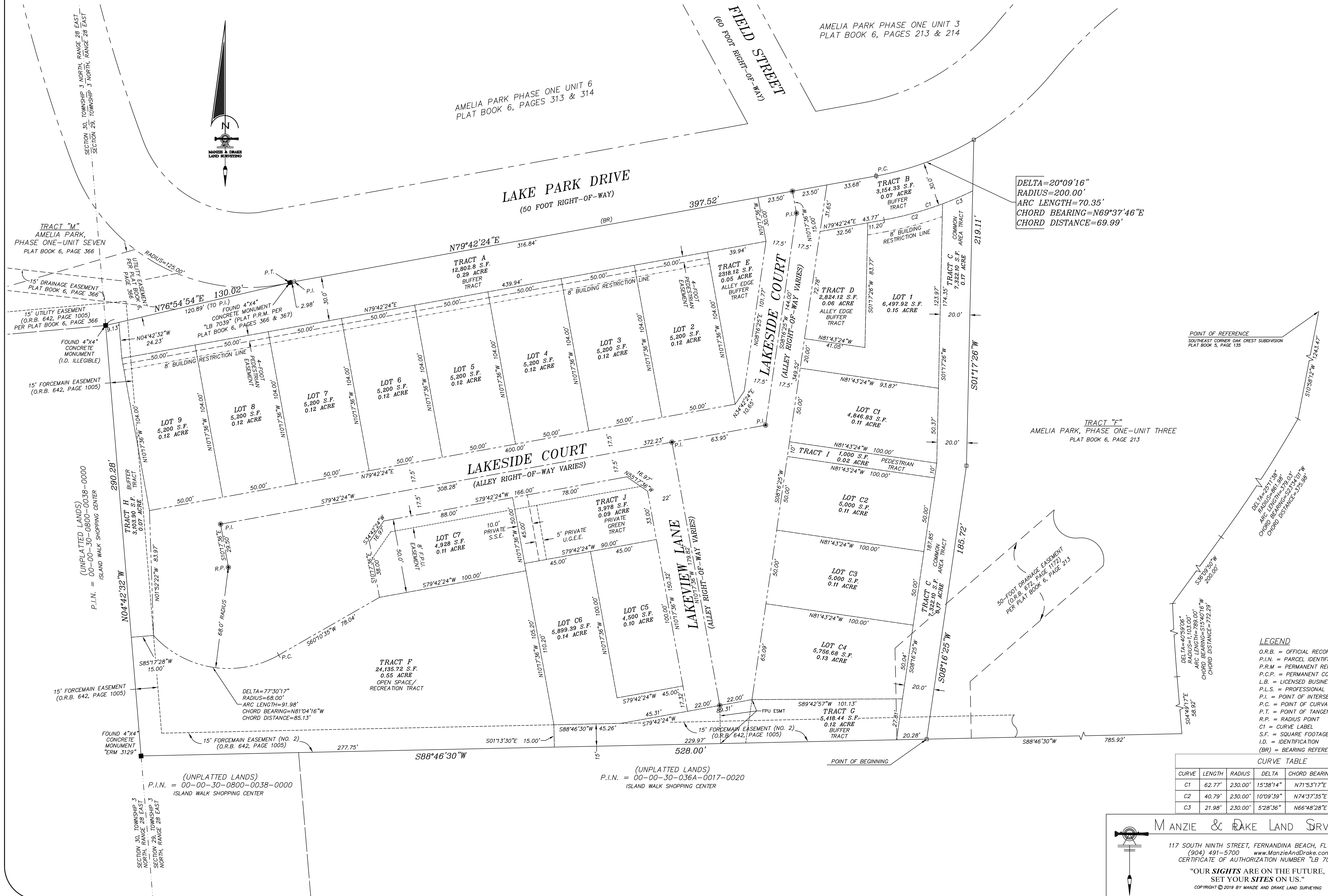




99 AMELIA PARK LAKESIDE 99

A PORTION OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

OFFICIAL RECORDS BOOK _____ PAGE _____
SHEET 2 OF 2 SHEETS



LEGEND
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
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R.P. = RADIUS POINT
C.T. = CURVE LABEL
S.F. = SQUARE FOOTAGE
I.D. = IDENTIFICATION
(BR) = BEARING REFERENCE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	62.77'	230.00'	15°38'14"	N71°53'17"E	62.58'
C2	40.79'	230.00'	10°09'39"	N74°37'35"E	40.73'
C3	21.98'	230.00'	5°28'36"	N66°48'28"E	21.98'

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."
COPYRIGHT © 2019 BY MANZIE AND DRAKE LAND SURVEYING



STAFF REPORT
PAB 2019-04 (Final Plat)
Planning Advisory Board Hearing
April 10, 2019

APPLICATION FOR FINAL PLAT
AMELIA PARK- LAKESIDE

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	AP Lakeside, LLC				
AGENT:	Michael Antonopoulos				
REQUESTED ACTION:	Final Plat				
LOCATION:	Lake Park Drive				
CURRENT LAND USE + ZONING:	Medium Density Residential (MDR) Land Use + General Commercial (GC) Medium Density Residential (R-2) zoning + General Commercial (C-2) zoning with Planned Unit Development (PUD) overlay as amended by Ordinance 2018-07 (July 3, 2018).				
EXISTING USES ON SITE:	Vacant Land/ Partially Cleared with active infrastructure installation and site preparation				
PROPERTY SIZE:	4.42 Acres Parcel ID #: 29-3N-28-0000-0003-0090 (EXHIBIT A- MAP)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Detached Homes	2000's	R-2	Medium Density Residential
	South	Island Walk Shopping Center	1990's	C-2	General Commercial
	East	Lake/ Stormwater Pond	N/A	R-2	Medium Density Residential
	West	Island Walk Shopping Center	N/A	C-2	General Commercial

*** 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:

The applicant is requesting approval of a Final Plat for 16 dwelling units on 9 tracts of land located on Lake Park Drive in the Amelia Park neighborhood. The property is located on the south side of Lake Park Drive. The property is surrounded by developed medium density residential uses (single-family homes) to its north and west with a large stormwater pond to the east.

The request is made to allow for development of the property in compliance with Amelia Park land development restrictions for nine (9) Type III single family homes and seven (7) Type II single family homes (**EXHIBIT B – SITE PLAN AND TRACT DESIGN**). The proposed development configuration would be developed at a parcel level density of 3.85 dwelling units per acre; however, density is applied as part of the entire Amelia Park PUD overlay. The existing PUD overlay (Resolution 92-31 adopted in 1992) allocates a maximum buildout for Amelia Park of 421 dwelling units. At the present time, a total of 387 units have either been developed or have approved development associated with the remaining properties. A balance of 34 dwelling units remains available under the provisions of the overall Amelia Park PUD overlay. The applicant seeks to develop 16 of the remaining units.

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 also confirms



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service capabilities. The City can serve this property as proposed and meet or exceed all required levels of service. As previously mentioned, the overall Amelia Park neighborhood was capable of achieving a total of 421 dwelling units. Approval of the preliminary plat will allow for build out of 403 dwelling units.

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 the City.

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

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	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-



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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.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time that the City adopted the Amelia Park PUD overlay. Impacts to the City's overall system would have been accounted for in the early phases of the neighborhoods development. Parcel level impact fees would be collected as each individual property develops to ensure that long term maintenance of the City's infrastructure is achieved.

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 16 dwelling units, staff estimates that approximately 153 Average Daily Trips (ADT) could be generated by this development; resulting in 16 average p.m. peak hour trips¹. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. The City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006. Each single family home will pay the established mobility fee at the time of building permit issuance.

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 5,600 gallons of water per day (16 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 12,880 gallons of wastewater per day (16 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities' director. The utilities' director indicates that plant capacity is available for the site and approval of connection to the City's systems are authorized under the Site Plan approval (SPR 2018-06).

As for solid waste and drainage, the City currently has services contracted with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary 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). Permits were issued from SJRWMD on August 28, 2018 and a compliance letter was issued for Site Plan approval (SPR 2018-06) by the City's TRC on October 11, 2018. The associated approval documents have been provided as part of the back up materials provided in this application for preliminary plat approval.

¹ ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 16 (~1 trip/ dwelling unit)



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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.**
 - 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 of the Land Development Code as contained in LDC Section 4.04.00. The Preliminary Plat was reviewed for technical completeness by the Technical Review Committee and a compliance was issued on October 11, 2018. Requirements for infrastructure improvements and landscape compliance are addressed in the applicant's site plan and engineering documents. The approved site plan has been provided as part of the back-up materials for the applicant's preliminary plat request.



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CONCLUSION:

The requested Final Plat for development of Amelia Park Lakeside is consistent with the City's Comprehensive Plan and the Land Development Code. The final plat document reflects the approval of the PUD overlay conditions as granted under Ordinance 2018-07 on July 3, 2018. Staff recommends approval of the Final Plat request.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2019-04 to the City Commission requesting that a Preliminary Plat for the Amelia Park Lakeside subdivision be **(approved or denied)** and that PAB case 2019-04, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

Kelly N. Gibson, AICP
Director

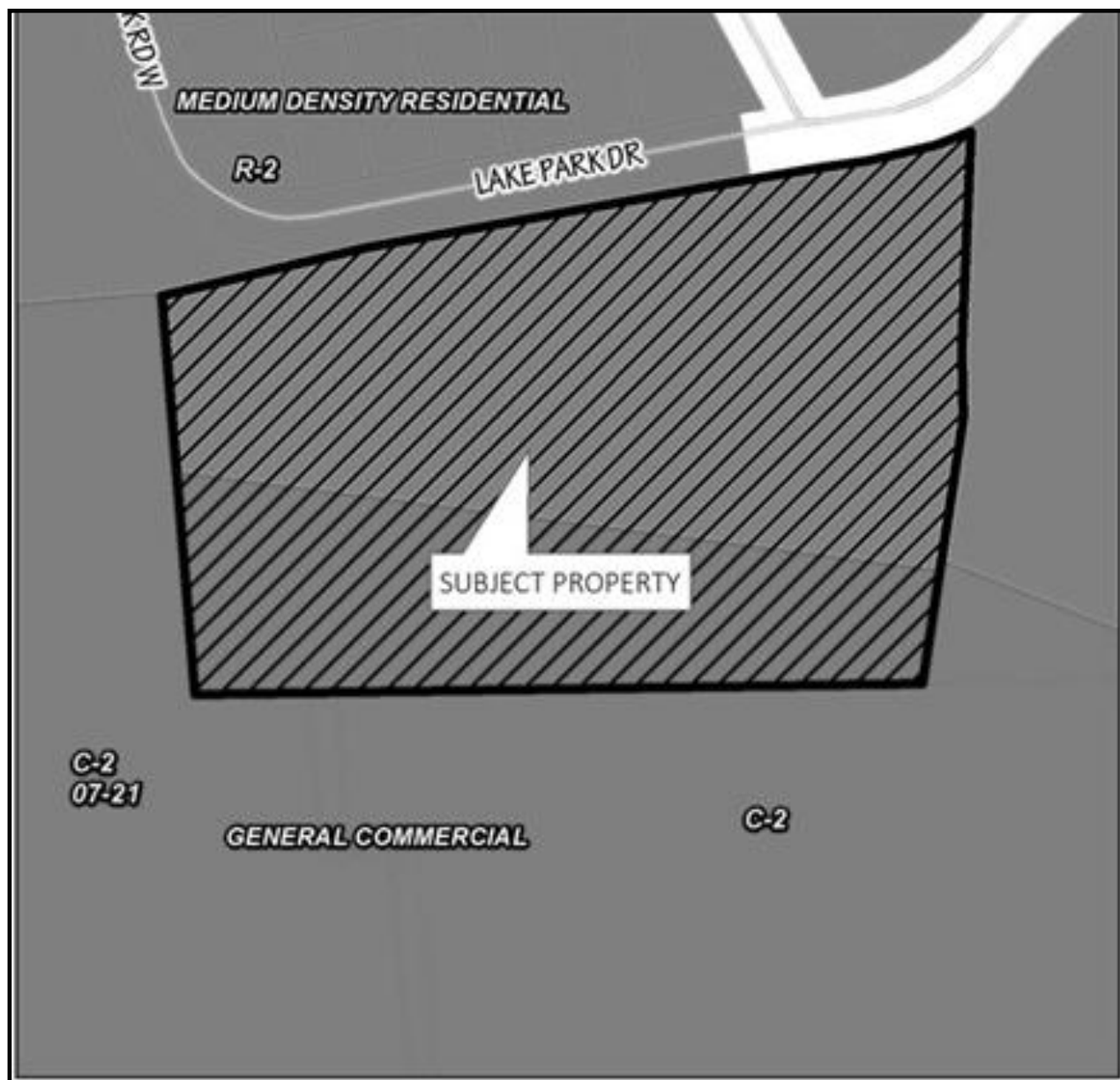
EXHIBIT A – MAP

EXHIBIT B – PUD APPROVED TRACTS AND HOUSING TYPES PER ORDINANCE 2018-07



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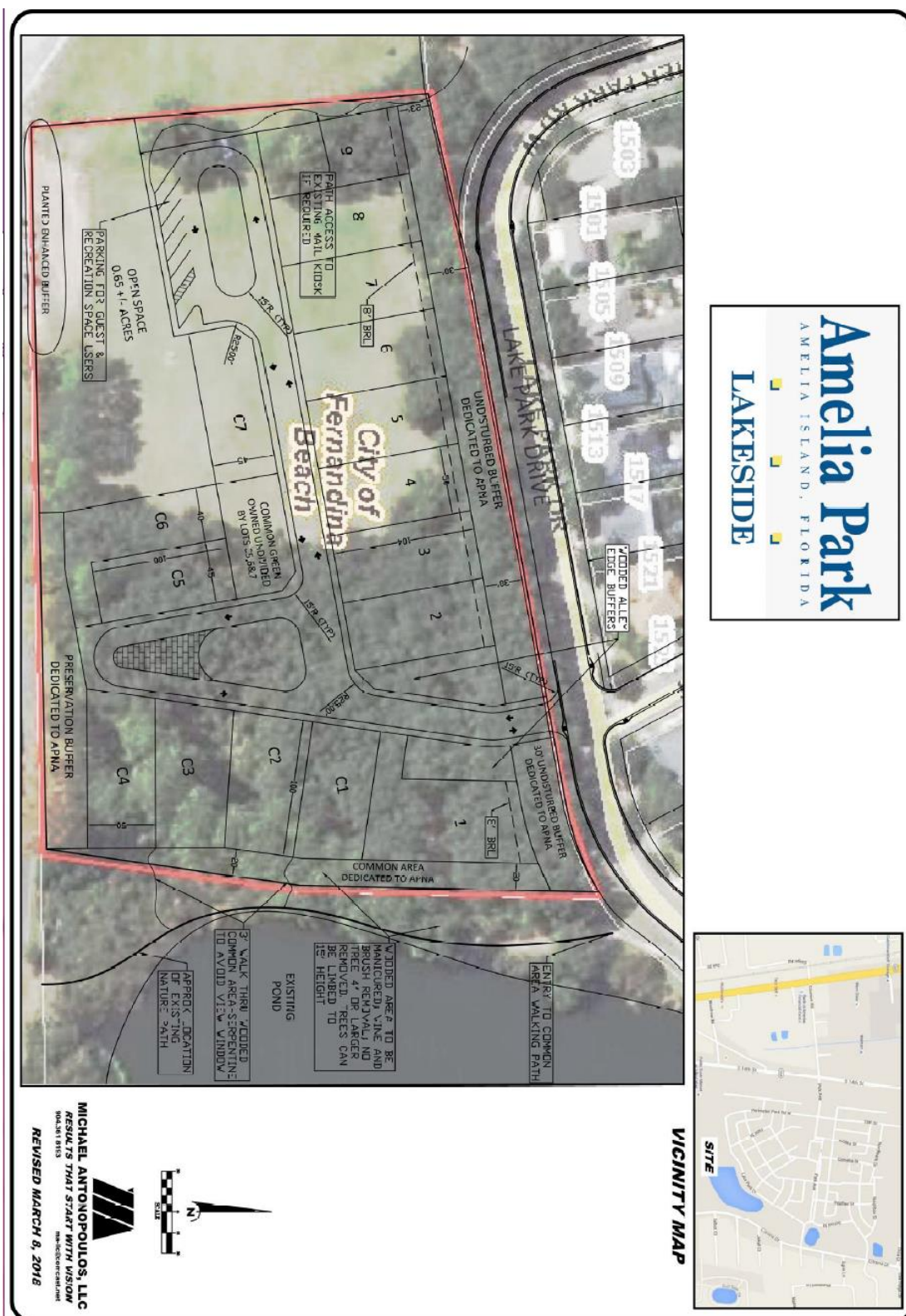
EXHIBIT A – MAP

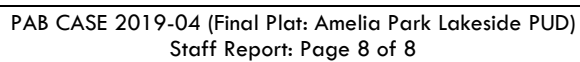
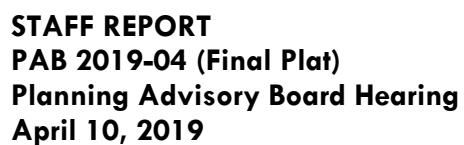




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EXHIBIT B – PUD APPROVED TRACTS AND HOUSING TYPES PER ORDINANCE 2018-07





ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CIVIC SPACE RESERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the applicant's amendment to the Amelia Park Planned Unit Development overlay regulatory plan as Case# 2018-01 at its Regular Meeting on March 14, 2018, and unanimously recommended approval of the requested change to allow development of sixteen single family home sites on 4.42 acres of land fronting Lake Park Drive and assigning the T1, T3, T4, and Civic Space Reservation transects on the subject property; and

WHEREAS, City Planning Staff found the applicant's request to be consistent with the intent of the Amelia Park development plan and existing overlay requirements; 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 27, 2017.

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 PUD amendment is located on Lake Park Drive and identified as Parcel ID 29-3N-28-0000-0003-0090, totaling approximately 4.42 acres, and is shown on the map, attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed Planned Unit Development Overlay as consistent with the assigned transects for Amelia Park and retains the existing Medium Density Residential/ R-2 and General Commercial (C-1) zoning district.

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

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

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



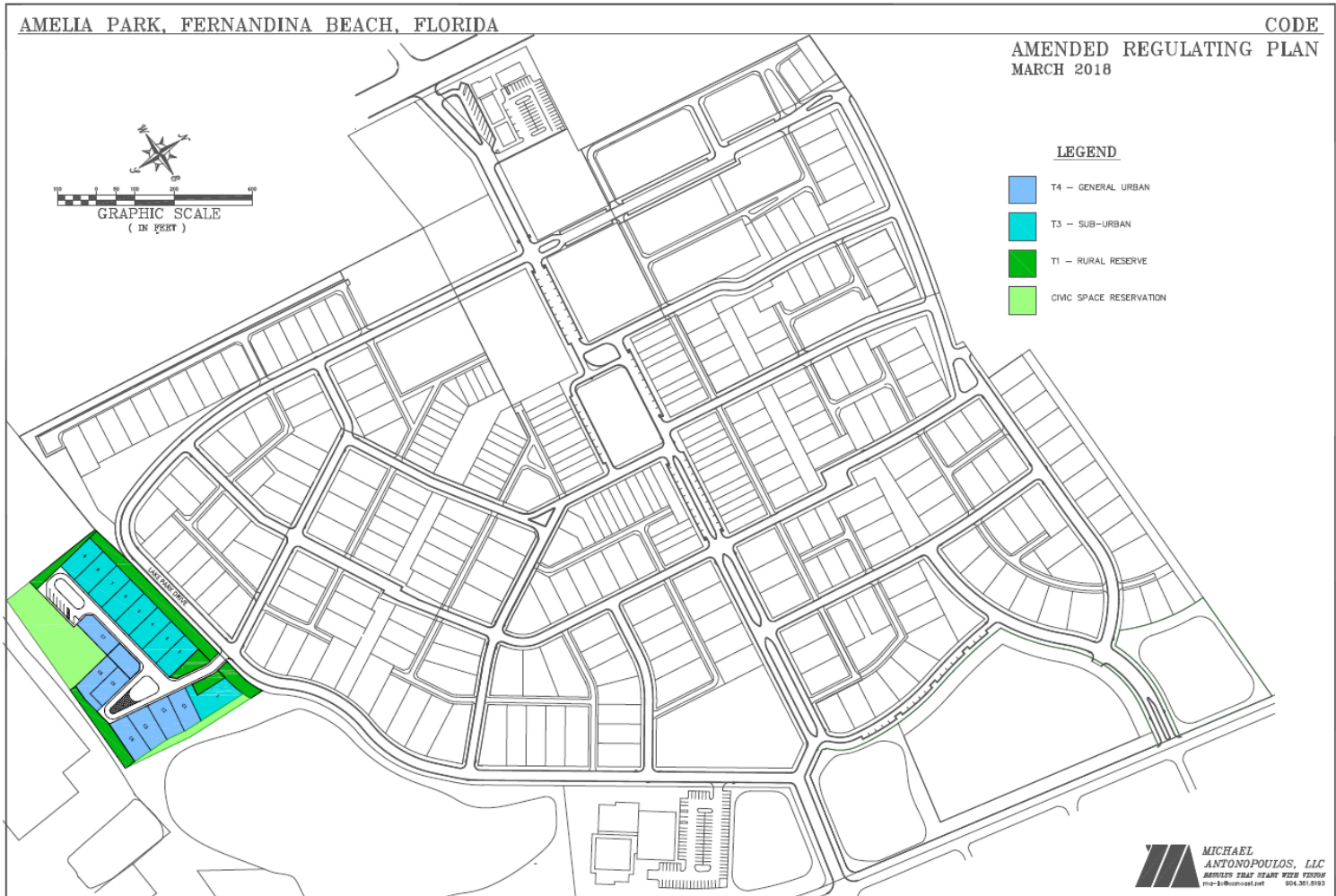
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

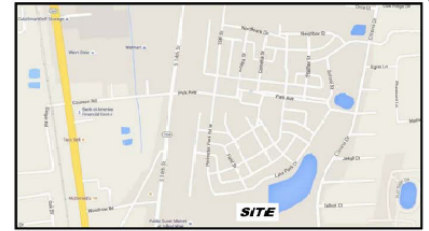
**ORDINANCE 2018-07
EXHIBIT "A"**

ZONING MAP CHANGE WITH PLANNED UNIT DEVELOPMENT OVERLAY CONSISTENT WITH AMELIA PARK TRANSECTS OF T4, T3, T1, AND CIVIC SPACE RESERVATION FOR AN APROXIMATELY 4.42 ACRE PARCEL IDENTIFIED AS 29-3N-28-0000-0003-0090 AND LOCATED ON LAKE PARK DRIVE.

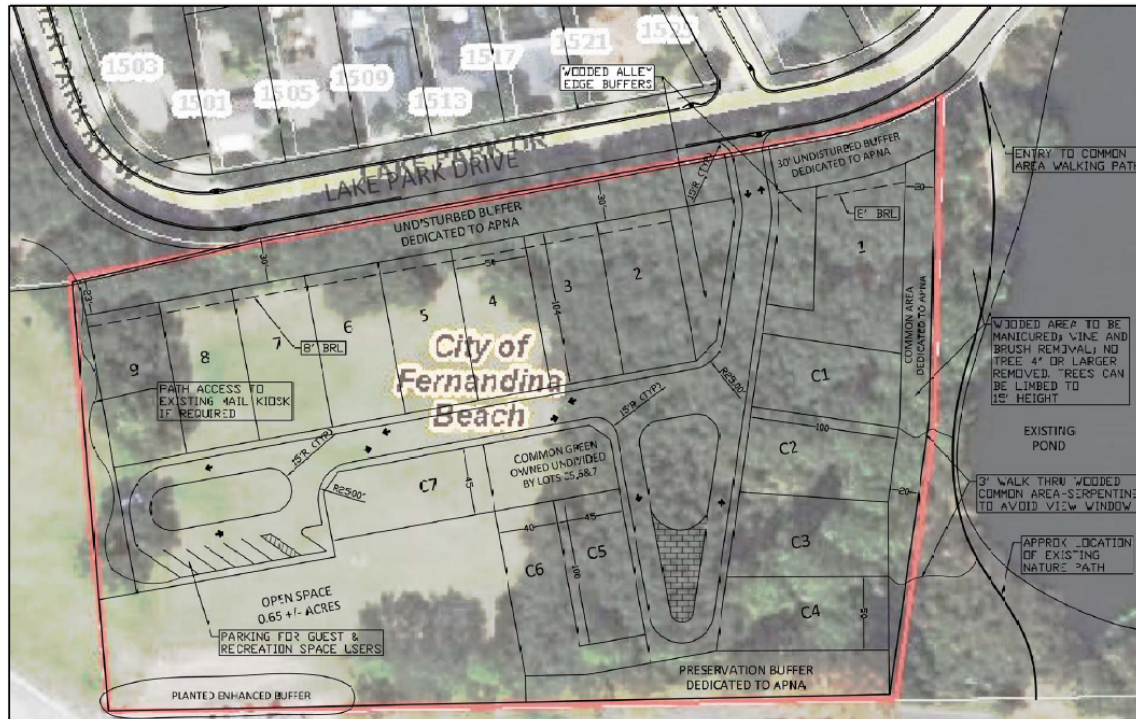
REGULATING PLAN



CONCEPT PLAN



VICINITY MAP



MICHAEL ANTONOPOULOS, LLC
RESULTS THAT START WITH VISION
904.361.8153 www.micantonopoullos.com
REVISED MARCH 8, 2018

WRITTEN DESCRIPTION

AMELIA PARK – LAKESIDE PUD WRITTEN DESCRIPTION REVISED MARCH 8, 2018 **PUD Written Description**

INTRODUCTION

The proposed Project is located on the south side of Lake Park Drive opposite Lots 1 through 7, Block 14, Unit 6 in Amelia Park. The Land Use designation for the Parcel is Medium Density Residential (MDR) according to the City's Land Use Map allowing up to eight (8) units per acre. The Zoning classification is RS-2 with the Amelia Park PUD overlay.

The Parcel is 4.42 acres and partially treed. The proposed project includes two types of single-family detached residential homes; Lots 1 through 9 as shown on the Site Plan meeting the criteria of House Type III under the existing PUD, and lots C1 through C7 meeting the criteria of House Type II under the existing PUD.

Total Site: 4.42 acres
Number of Lots: 16
Density: 3.62 U/Acre

Residential structures shall consist of detached single-family homes on platted lots. The setbacks shall follow the criteria set forth in the existing PUD for Home Types II and III, except as stipulated herein. The maximum building height for residential and accessory buildings shall be 35'.

The original version of the PUD approved in 1992 allowed a maximum of 421 dwelling units. A total of 387 residential units have been developed or approved in all other units of Amelia Park. A balance of 34 units remains available under the PUD, of which this application includes 16 units, less than half of those available, on the only remaining undeveloped/committed land in Amelia Park.

PARKING

Parking for a minimum of two vehicles shall be provided within the driveway or garage of each residential unit. Sufficient parking to serve a model home or sales office will be located either on an adjacent stabilized lot or in the alley parking spaces described below, until the model home/sales office has been sold or upon build-out of the residential units. Angled parking spaces will be located in the turn-around of the east bound lane of the alley serving Lots 2 through 9. One parking space and interconnecting sidewalks, if any, will comply with the requirements of the Americans with Disabilities Act.

STORMWATER

There are several existing retention ponds that serve Amelia Park. All stormwater runoff generated by the Project will be detained and treated in the existing ponds and will be subject to compliance with SJRWMD requirements. The existing storm water permit will be modified, if required, to address changes in the system to accommodate runoff from the proposed Project. The Amelia Park Neighborhood Association, Inc. (APNA) has agreed to cooperate with the Applicant in pursuing said permit, at no cost to APNA.

ACCESS

Vehicle access to all lots will be via a proposed two-way alley as shown on the Site Plan. The alley's connection to Lake Park Drive will align at its intersection with Field Street. A stop sign

will be provided at this new intersection. This alley terminates with a one-way loop. A one-way loop also serves Cottage Lots C2 through C6. The minimum right-of-way and pavement widths of the two-way alley are 30' and 20', respectively. Minimum pavement width for the one-way portions of the alleys is 14'. Minimum alley right-of-way returns are 15'. Lighting in the alley shall be kept to a minimum.

BUFFERS / OPEN SPACE

- a. A minimum of a 30' buffer will be preserved adjacent to Lake Park Drive. This buffer will taper to 23' from the western-most point of the property that is contiguous to Lake Park Drive at the northwest property corner. No sidewalks shall be allowed to be constructed in this buffer or in the adjacent Lake Park Drive right-of-way. A sidewalk is allowed in the front setback of lots 2 through 9, providing connectivity between these homes. To accommodate this sidewalk, the front yard setback of these lots is increased to 8'.
- b. A buffer will be provided along the property's eastern boundary. This buffer will be 20' wide from Lake Park Drive to the common property corner of Lots C2 and C3 at which point it tapers to 0' at the property's southeast corner.
- c. A wooded edge buffer will be preserved between the alley and Lots 1 and 2; shown on the Site Plan as "Wooded Alley Edge Buffers."
- d. A buffer will be preserved on the south property line adjacent to Lots C4 and C6, including the terminus of the alley.

All preserved buffers will remain wooded in their natural condition and shall be dedicated to APNA at no cost. Select clearing shall be allowed in the eastern property buffer (b) limited to removal of small trees (4" or smaller), vines, and noxious or invasive vegetation. Preserved trees may be limbed to a height not to exceed 15'. The select clearing shall be approved by the APNA landscape committee with the understanding that the objective is to provide a "filtered" view of the lake after completion of the select clearing. Two 3' wide paths, constructed of natural material such as shell, mulch or wood, connecting lots C1 through C4 to the existing nature walk on the adjacent APNA property shall be allowed. APNA shall not erect or construct any object or material on its property adjacent to the lake that will impede or detract from the lake views from Lot 1 or Lots C1 through C4.

A 0.65+/- acre open space tract will be dedicated to APNA at no cost. Allowable uses in this tract include children's playground, adult recreation activities or passive park. No activities are required. Landscaping shall be added to this tract to extend the natural buffer along the southern property boundary to the southwest corner. The landscape plan shall be mutually developed by the Applicant and the APNA landscape committee.

A common green adjacent to the front lot lines of Cottage Lots C5 through C7 will be dedicated to those lots in an undivided interest. This interest will attach to each of those lots and cannot be separated from ownership of those lots. The treed portion of this tract shall remain treed. Clearing of the treed portion of this tract shall be limited only pursuant to the City's Landscape Code. The tract may be used for individual gardens of any or all of the owners of the tract.

A buffer will be provided along the western property boundary as shown on the Site Plan. In the event a common mail box is not approved by the USPS within the boundaries of Amelia Park Lakeside, the existing mail kiosk located in Tract "M", Unit 7 of Amelia Park shall be modified to accommodate the additional homes at the expense of the Applicant, subject to the approval of the USPS. In such event, a path shall be provided in this western-most buffer as shown on the Site Plan.

Total open space includes the following areas as shown on the Site Plan:

Lake Park Buffer (Lots 2-9): 0.30+/- Acres

Lake Park Buffer (Lot 1): 0.08+/- Acres

Eastern Boundary Buffer: 0.13+/- Acres

Alley Edge Buffers: 0.11+/- Acres

Southern Boundary Buffer: 0.14+/- Acres

Common Green Lots (C5, C6, C7) 0.08+/- Acres

Open Space 0.65+/- Acres

Western Boundary Buffer: 0.07+/- Acres

TOTAL 1.56 Acres (35% of Total Site Area)

UTILITIES

Water and sewer service for the Lots will be provided by the City of Fernandina Beach. Details of the utility extensions will be provided on engineering drawings at the design and permitting phase of the approval process. All utilities (including electrical) will be installed underground. Irrigation shall be provided for all planted areas connected the existing APNA irrigation loop at no cost to APNA.

Tree removal and protection will be provided in accordance with the City of Fernandina Beach Land Development Code. Trees existing within the Project will be removed only as necessary to facilitate construction of internal drive aisles, building footprints, parking areas, drainage facilities and other Project infrastructure or due to disease or safety concerns.

The property shall be annexed into the APNA and be made subject to the Amelia Park Master Deed Restrictions as recorded in Official Records Book 842, Page 0056 et. Seq and the Amelia Park Declaration of Charter, Easement, Covenants, and Restrictions as recorded in Official Records Book 842, page 0066, et. Seq. all in the Public Records of Nassau County. The annexation shall occur after recordation of the record plat for the subject property and prior to any home construction on any of the Lots.

”AMELIA PARK LAKESIDE”

A PORTION OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

OFFICIAL RECORDS BOOK _____ PAGE _____
SHEET 1 OF 2 SHEETS

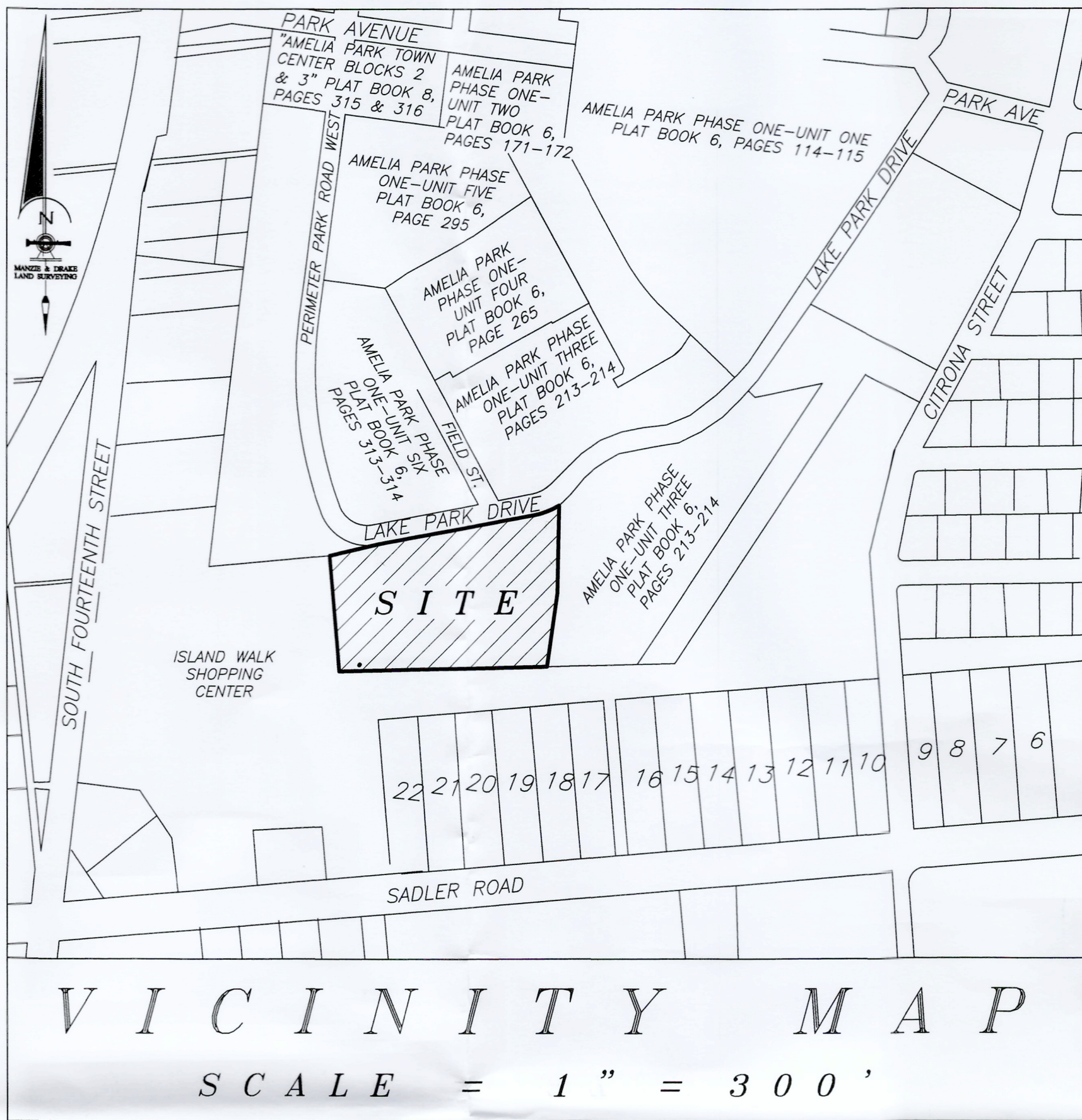
LEGAL DESCRIPTION (CAPTIONED LAND):

PORTIONS OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B:

A PARCEL OF LAND LYING IN AND BEING PART OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OAK CREST SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 135, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE; ON THE WESTERLY RIGHT OF WAY LINE OF CITRONA DRIVE (FORMERLY WILL HARDEE ROAD) A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED, SOUTH 10 DEGREES, 58 MINUTES, 12 SECONDS WEST, 1243.47 FEET TO A POINT OF CURVATURE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 861.98 FEET AND A DELTA OF 25 DEGREES, 11 MINUTES, 38 SECONDS, AN ARC DISTANCE OF 379.09 FEET (SOUTH 23 DEGREES 34 MINUTES, 01 SECOND WEST, 375.98 FEET, CHORD BEARING AND DISTANCE), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, SOUTH 36 DEGREES, 09 MINUTES 50 SECONDS WEST, 200.00 FEET TO A POINT OF CURVATURE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1103.00 FEET AND A DELTA OF 40 DEGREES, 59 MINUTES, 06 SECONDS, AN ARC DISTANCE OF 789.00 FEET (SOUTH 15 DEGREES, 40 MINUTES, 16 SECONDS WEST, 772.29 FEET, CHORD BEARING AND DISTANCE), TO THE POINT OF SAID CURVE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, SOUTH 04 DEGREES, 49 MINUTES, 17 SECONDS EAST, 58.92 FEET TO THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 29; THENCE ON SAID NORTH LINE, SOUTH 88 DEGREES, 46 MINUTES, 30 SECONDS WEST, 785.92 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE OF SAID NORTH LINE, SOUTH 88 DEGREES, 46 MINUTES, 30 SECONDS WEST, 528.00 FEET; THENCE, NORTH 04 DEGREES, 42 MINUTES, 32 SECONDS WEST, 290.28 FEET; THENCE, NORTH 76 DEGREES, 54 MINUTES, 54 SECONDS EAST, 130.02 FEET; THENCE, NORTH 79 DEGREES, 42 MINUTES, 24 SECONDS EAST, 397.52 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A DELTA OF 20 DEGREES, 09 MINUTES, 16 SECONDS, AN ARC DISTANCE OF 70.35 FEET (NORTH 69 DEGREES, 37 MINUTES, 46 SECONDS EAST, 69.99 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 30 DEGREES, 26 MINUTES, 52 SECONDS WEST; THENCE, SOUTH 01 DEGREE, 17 MINUTES, 26 SECONDS WEST, 219.11 FEET; THENCE, SOUTH 08 DEGREES, 16 MINUTES, 25 SECONDS WEST, 185.72 FEET TO THE POINT OF BEGINNING.



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

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 177.081 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 - 29-3N-28-0000-0003-0090

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

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
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 177.091 (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"

SURVEYOR'S NOTES

- 1.) ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM LB 7039".
☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"x4" CONCRETE MONUMENT) FOUND WITH VARYING IDENTIFICATION INFORMATION (IDENTIFICATION SHOWN AT APPLICABLE CORNERS ON MAP SHEET).
☒ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 2.) 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.
- 3.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 79°42'24" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE PARK DRIVE.
- 4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP (FIRM) FOR NASSAU COUNTY, COMMUNITY PANEL NO. 12089C-0239-G, DATED 08/02/2017 AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). 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.
- 5.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
- 6.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT."
- 7.) THE LOTS SHOWN HEREON MAY NOT BE FURTHER SUBDIVIDED WITHOUT APPROVAL FROM THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.
- 8.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "R-2 (PUD)".
- 9.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 5, AS SCALED FROM THE NASSAU COUNTY "STORM SURGE" MAP LOCATED ON THE NASSAU COUNTY PROPERTY APPRAISER'S GIS WEBSITE UNDER THE "PUBLIC SAFETY" SECTION (SCALED 08/01/2018).
- 10.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "R-2 & C-2 (PUD)", ARE AS FOLLOWS:
LOTS 1 THRU 9: HOUSE TYPE III
SIDE YARD SETBACK 10% LOT WIDTH
MAIN HOUSE SETBACK 16'
PORCH SETBACK 8'
UP TO 40% OF FACADE MAY BE ENCLOSED
GARAGE SETBACK 3' (FROM ALLEY PROPERTY LINE)
LOTS C1 THRU C7: HOUSE TYPE II
SIDE YARD SETBACK 10% LOT WIDTH
MAIN HOUSE SETBACK 10'
PORCH SETBACK 2'
GARAGE SETBACK 3' (FROM ALLEY PROPERTY LINE)

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT A.P. LAKESIDE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, (DEVELOPER) IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON KNOWN AS AMELIA PARK LAKESIDE, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT IS MADE IN ACCORDANCE WITH SAID SURVEY AND IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS.

ALL UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH AND ITS SUCCESSORS. THE PRIVATE LANES ARE AND SHALL REMAIN PRIVATELY OWNED, AND ARE HEREBY DEDICATED TO THE AMELIA PARK NEIGHBORHOOD ASSOCIATION, INC. THE PRIVATE LANES ARE SUBJECT TO EASEMENT RIGHTS HEREBY GRANTED TO THE CITY OF FERNANDINA BEACH FOR POLICE, FIRE AND RESCUE VEHICLES, GARBAGE AND RECYCLE COLLECTION, WATER DISTRIBUTION AND SANITARY SEWER COLLECTION, AND TO FLORIDA PUBLIC UTILITIES (FPU) FOR ITS UNDERGROUND ELECTRIC SYSTEM AND EASEMENTS RESERVED TO DEVELOPER FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, MAINTENANCE AND FOR THE BENEFIT OF COMPLYING WITH ITS DUTIES AND OBLIGATIONS AS THE DEVELOPER.

FLORIDA PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO FLORIDA PUBLIC UTILITIES, ITS SUCCESSORS OR ASSIGNS, FOR USE WITH ITS UNDERGROUND ELECTRIC SYSTEM.

ALL LOTS, TRACTS AND NON-DEDICATED EASEMENTS ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE EXCLUSIVE PROPERTY OF THE DEVELOPER, ITS SUCCESSORS AND GRANTEES. THE DEVELOPER MAY CONVEY CERTAIN NON-DEDICATED PROPERTIES TO A PROPERTY OWNERS' ASSOCIATION BY SEPARATE INSTRUMENT.

AP LAKESIDE, LLC

WITNESS _____

PRINT OR TYPE NAME MICHAEL ANTONOPOULOS, PRESIDENT
MCS DEVELOPMENT CORPORATION
ITS MANAGING MEMBER

WITNESS _____

PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

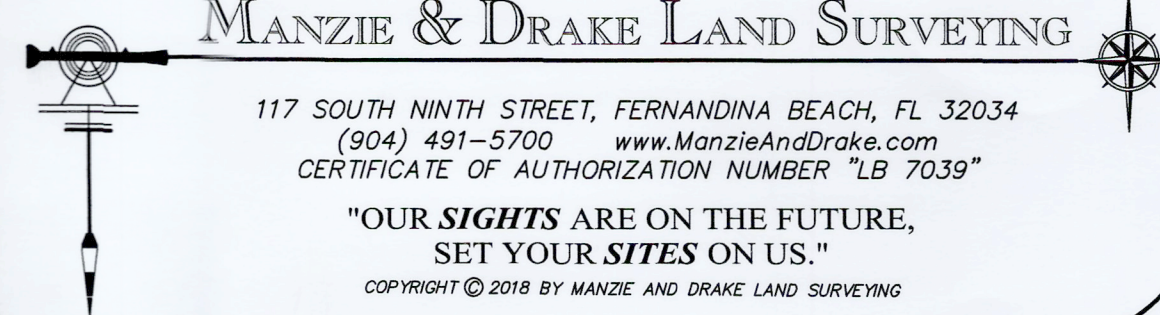
THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED 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 _____, A.D., 2018 AND THE STATE OF _____ THIS _____ DAY OF _____.

MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
L.B. = LICENSED BUSINESS
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.I. = POINT OF INTERSECTION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
R.P. = RADIUS POINT
C1 = CURVE LABEL
S.F. = SQUARE FOOTAGE
I.D. = IDENTIFICATION
(BR) = BEARING REFERENCE

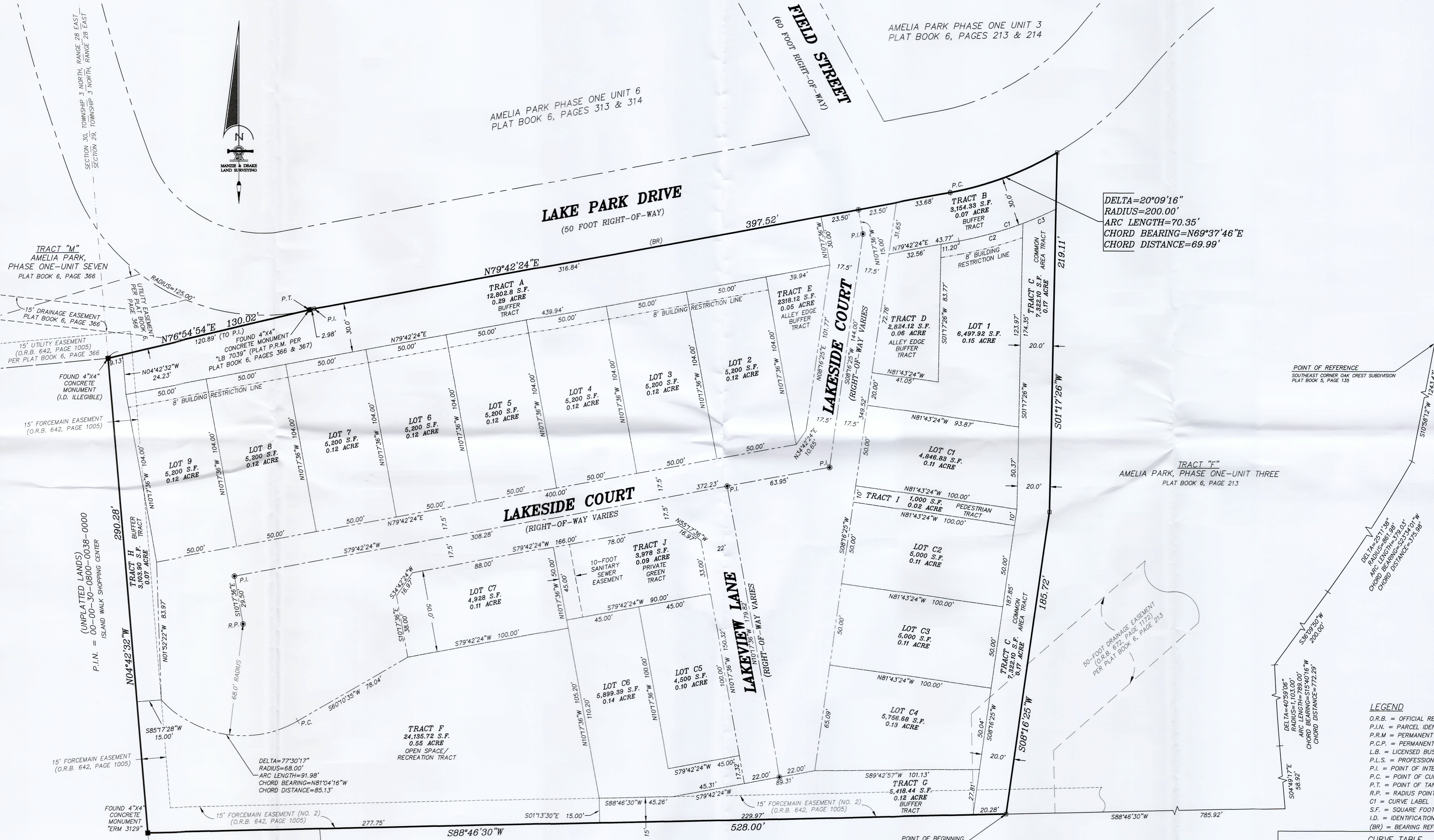
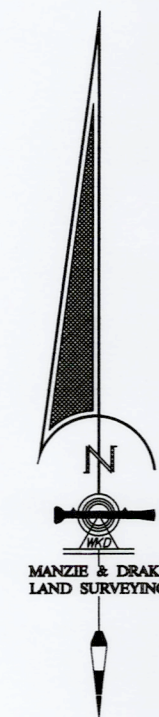
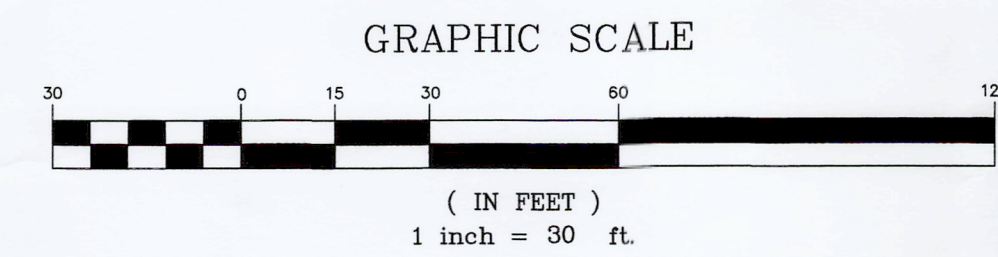


"AMELIA PARK LAKESIDE"

A PORTION OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

OFFICIAL RECORDS BOOK PAGE

SHEET 2 OF 2 SHEETS



LEGEND

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I.D. = IDENTIFICATION
(BR) = BEARING REFERENCE

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	62.77'	230.00'	15°38'14"	N71°53'17"E	62.58'
C2	40.79'	230.00'	10°09'39"	N74°37'35"E	40.73'
C3	21.98'	230.00'	5°28'36"	N66°48'28"E	21.98'

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."

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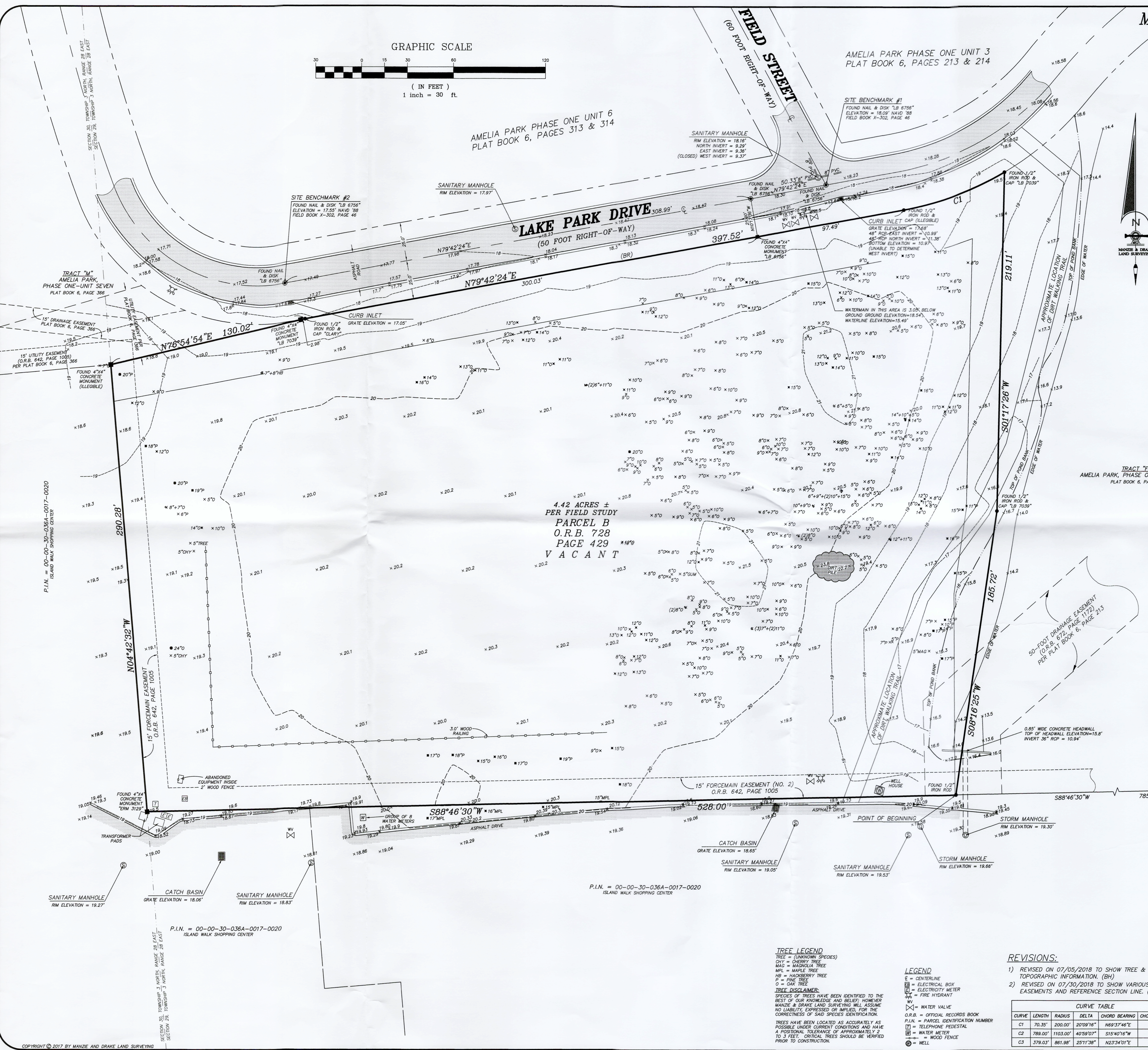
\\Computer\\c\\Civil 3D Projects\\20083 MCS\\20083-PLAT.dwg

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

PORTIONS OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B:
A PARCEL OF LAND LYING IN AND BEING PART OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OAK CREST SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 135, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE, ON THE WESTERLY RIGHT OF WAY LINE OF CITRONA DRIVE (FORMERLY WILL HARDEE ROAD) A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED, SOUTH 10 DEGREES, 58 MINUTES, 12 SECONDS WEST, 1243.47 FEET TO A POINT OF CURVATURE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 861.98 FEET AND A DELTA OF 25 DEGREES, 11 MINUTES, 38 SECONDS, AN ARC DISTANCE OF 379.09 FEET (SOUTH 23 DEGREES 34 MINUTES, 01 SECOND WEST, 375.98 FEET, CHORD BEARING AND DISTANCE), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, SOUTH 36 DEGREES, 09 MINUTES 50 SECONDS WEST, 200.00 FEET TO A POINT OF CURVATURE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1103.00 FEET AND A DELTA OF 40 DEGREES, 59 MINUTES, 06 SECONDS, AN ARC DISTANCE OF 789.00 FEET (SOUTH 15 DEGREES, 40 MINUTES, 16 SECONDS WEST, 772.29 FEET, CHORD BEARING AND DISTANCE), TO THE POINT OF SAID CURVE; THENCE, CONTINUE ON SAID RIGHT OF WAY LINE, SOUTH 04 DEGREES, 49 MINUTES, 17 SECONDS EAST, 58.92 FEET TO THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 29; THENCE ON SAID NORTH LINE, SOUTH 88 DEGREES, 46 MINUTES, 30 SECONDS WEST, 785.92 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE OF SAID NORTH LINE, SOUTH 88 DEGREES, 46 MINUTES, 30 SECONDS WEST, 528.00 FEET; THENCE, NORTH 04 DEGREES, 42 MINUTES, 32 SECONDS WEST, 290.28 FEET; THENCE, NORTH 76 DEGREES, 54 MINUTES, 54 SECONDS EAST, 130.02 FEET; THENCE, NORTH 79 DEGREES, 42 MINUTES, 24 SECONDS EAST, 397.52 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A DELTA OF 20 DEGREES, 09 MINUTES, 16 SECONDS, AN ARC DISTANCE OF 70.35 FEET (NORTH 69 DEGREES, 37 MINUTES, 46 SECONDS EAST, 69.99 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 30 DEGREES, 26 MINUTES, 52 SECONDS WEST; THENCE, SOUTH 01 DEGREE, 17 MINUTES, 26 SECONDS WEST, 219.11 FEET; THENCE, SOUTH 08 DEGREES, 16 MINUTES, 25 SECONDS WEST, 185.72 FEET TO THE POINT OF BEGINNING.



- SURVEY NOTES:**
- The "Legal Description" hereon is in accord with the description provided by the client.
 - Underground improvements were not located or shown.
 - Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
 - Bearings shown hereon are based on N79°42'24"E for the Southerly right-of-way line of Lake Park Drive. The bearing reference line is indicated as thus (BR).
 - "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 "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C-02396, Dated 08/02/2012. 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 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 - Site Benchmark is as shown hereon.
 - Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
 - The Reference Benchmark is a Found Nail & Disk located at the intersection of Park Avenue & Lake Park Drive. (Elevation = 20.12' NAVD '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.

REVISIONS:

- REVISED ON 07/05/2018 TO SHOW TREE & TOPOGRAPHIC INFORMATION. (BH)
- REVISED ON 07/30/2018 TO SHOW VARIOUS EASEMENTS AND REFERENCE SECTION LINE. (WKD)

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	70.35'	200.00'	20°09'16"	N69°37'46"E	68.99'
C2	789.00'	1103.00'	40°59'07"	S15°40'16"W	772.29'
C3	379.03'	861.98'	25°11'38"	N23°34'01"E	375.98'

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."

MICHAEL A. MANZIE, P.L.S. 4069

SCALE: 1"=30' JOB NO.: 20083 DATE: 09/07/17 CADD: BH
F.B. NO.: X-302 PAGE NO.: 45 FIELD CREW: SS FILE NO.: C-825

NOTICE: THESE CONDITIONS OF USE SHALL APPLY TO ALL USERS. DATA CONTAINED HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF CURRENT CONDITIONS AND/OR DIGITAL TRANSFER IS SOLELY THAT OF THE USER. THE SIGNED AND SEALED DOCUMENTS TAKE PRECEDENCE OVER ELECTRONICALLY STORED MEDIUM. THE FOLLOWING FORMAT AND TECHNIQUE ARE THE PROPERTY OF MICHAEL ANTONOPOULOS, LLC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR OTHERWISE USED WITHOUT THE WRITTEN CONSENT OF THE OWNER.

INDEX TO DRAWINGS

SHEET	DESCRIPTION
1	COVER
2	EXISTING SURVEY
3	HORIZONTAL CONTROL PLAN/NOTES
4	PAVING & DRAINAGE PLAN
5	WATER & SEWER PLAN
6	SEDIMENT CONTROL & TREE REMOVAL/PRESERVATION PLAN
PDD-1	PAVING & DRAINAGE DETAILS
WSD-1	SEWER DETAILS
WSD-2	WATER DETAILS
SCD-1	SEDIMENT CONTROL DETAILS & SPECIFICATIONS

GENERAL NOTES

1. All construction shall be performed in a good workmanship manner using methods that are consistent with industry standards; in accordance with the approved plans; and shall comply with all applicable City of Fernandina Beach (COFB) Subdivision and Land Development Regulations and Practices and required State or Federal permit approvals including but not limited to the Department of Environmental Protection and the St. Johns River Water Management District (SJRWMD).
2. The contractor(s) shall visit the site prior to submitting a work proposal to become familiar with existing, on-the-ground conditions of the project site. Existing conditions as reflected on the construction documents were compiled from best available information including, but not limited to, topographic surveys and "As-Built" drawings made available to the engineer. Boundary, tree and topographic survey information was provided by Manzie & Drake Surveyors, 904.481.5700.
3. The contractor shall schedule and hold pre-construction conferences as required by the various regulatory entities involved in the inspection and approval process. The contractor shall schedule all work and inspections with the inspectors for the various approving entities.
4. The contractor must call for utility locates prior to any construction and shall use extreme caution while working in areas of existing structures and utilities. The contractor shall make repairs and/or pay for any repairs required as a result of damage caused by its work.
5. Refer to the Water and Sewer Detail Sheets for instructions and conditions associated with said work. All utility work shall be accomplished in accordance with COFB Standard Details, Specifications and Construction requirements, latest by a Florida Certified Utility Contractor.
6. The contractor shall provide "As-Built" drawings for all construction as required by and acceptable to the the Engineer of Record and all entities responsible for final approval and acceptance of the work. No final payment will be certified or made until all "As-Built" are approved by the appropriate entities.
7. The contractor shall obtain any and all right-of-way or construction permits required by the local municipality and/or state.
8. The contractor shall comply with ALL NPDES sediment and erosion regulations including but not limited all monitoring and reporting requirements.
9. It is the intention of the Developer to maximize tree and understory preservation. Tree survey shows only trees that are 5" and larger. There are many trees less than 5" that are worthy of preservation in clusters. Trees shown on Tree Removal & Preservation Plan depicts trees in work areas that are to be preserved. Impacts to trees not affected by construction shall be avoided.



AP LAKESIDE, LLC



VICINITY MAP

NTS

JULY 2018

AUGUST, 2018

SEPTEMBER, 2018

GENERAL PROJECT INFORMATION

Property Appraiser Number (RE #)	29-3N-28-0000-0003-0090
Section/Township/Range	29 / 3 North / 28 East
Land Use	Med. Density Residential
Zoning Designation	R-2, PUD 2018-07, last amended
FIRM - Community - Panel	Panel 12089C 0239G, Dated 08/02/2017
Flood Zones	X
Vertical Datum Used for Project	NAVD 1988
Density	4.42 Acres, 16 Lots, 3.62 Units / Acre

PLAN APPROVAL

Date	
Date	

PLAN APPROVAL IS SUBJECT TO THE FOLLOWING NOTES AND CONDITIONS:



City of Fernandina Beach Site Plan Review		
	Approval	Signature
	Yes	No
Storm Water	✓	
Utilities	✓	
Fire	✓	
Planning	✓	
Building	✓	
Code Enforcement	✓	
Streets	✓	
Trees	✓	

MICHAEL ANTONOPOULOS, LLC
RESULTS THAT START WITH VISION
228 CLATTER BRIDGE ROAD
PONTE VEDRA, FLORIDA
904.361.8193 ma-llc@comcast.net
CERTIFICATE OF AUTHORIZATION #30138

MICHAEL ANTONOPOULOS, P.E., REG. NO. 92620

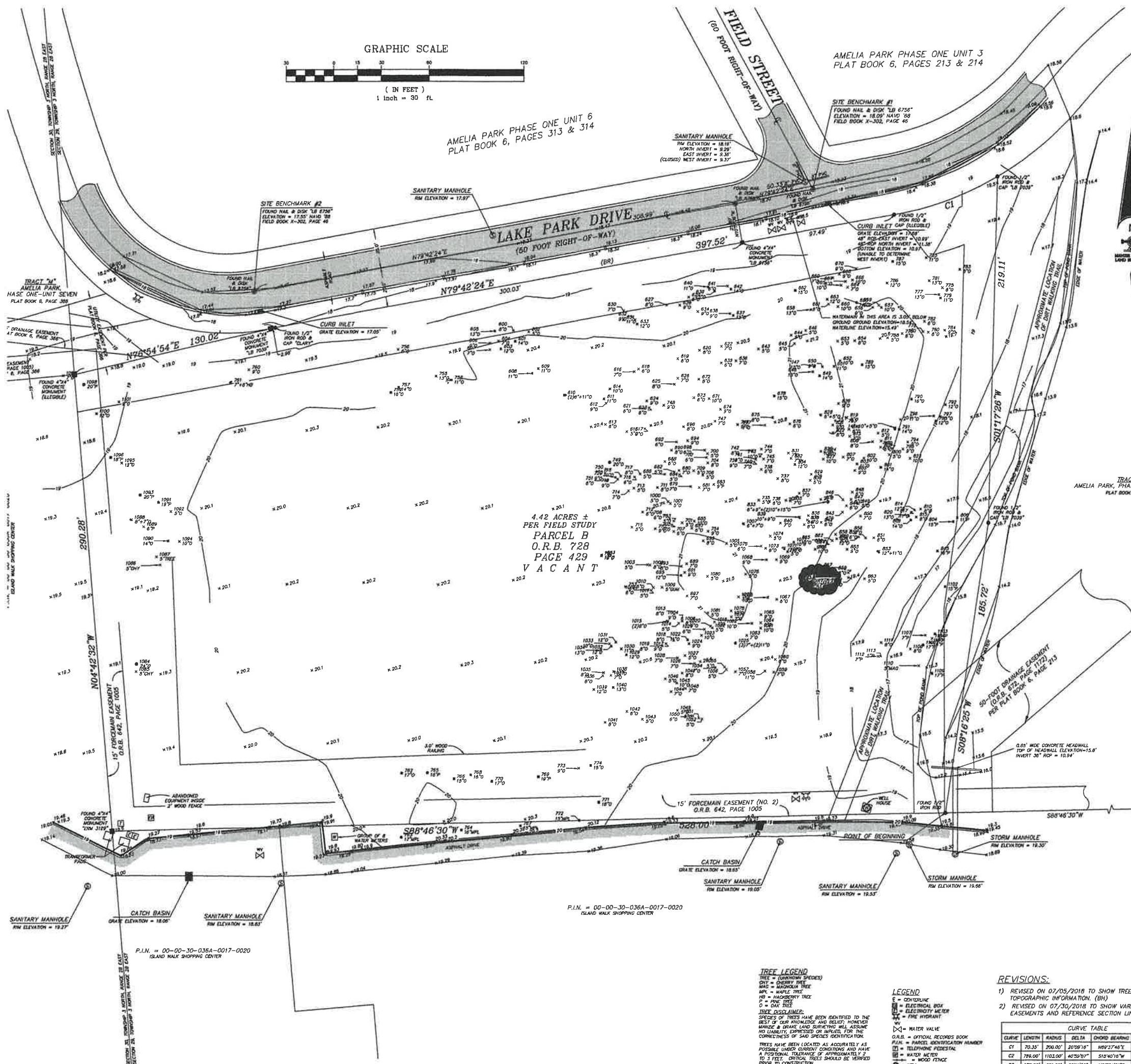
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City of Fernandina Beach Site Plan Review		
	Approval	Signature
	Yes No	
Storm Water	☒	<i>[Signature]</i>
Utilities	☒	<i>[Signature]</i>
Fire	☒	<i>[Signature]</i>
Planning	☒	<i>[Signature]</i>
Building	☒	<i>[Signature]</i>
Code Enforcement	☒	<i>[Signature]</i>
Streets	☒	<i>[Signature]</i>
Trees	☒	<i>[Signature]</i>

CERTIFIED TO:
MCS DEVELOPMENT CORPORATION

AMELIA PARK LAKESIDE

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MANZIE & DRAKE LAND SURVEY

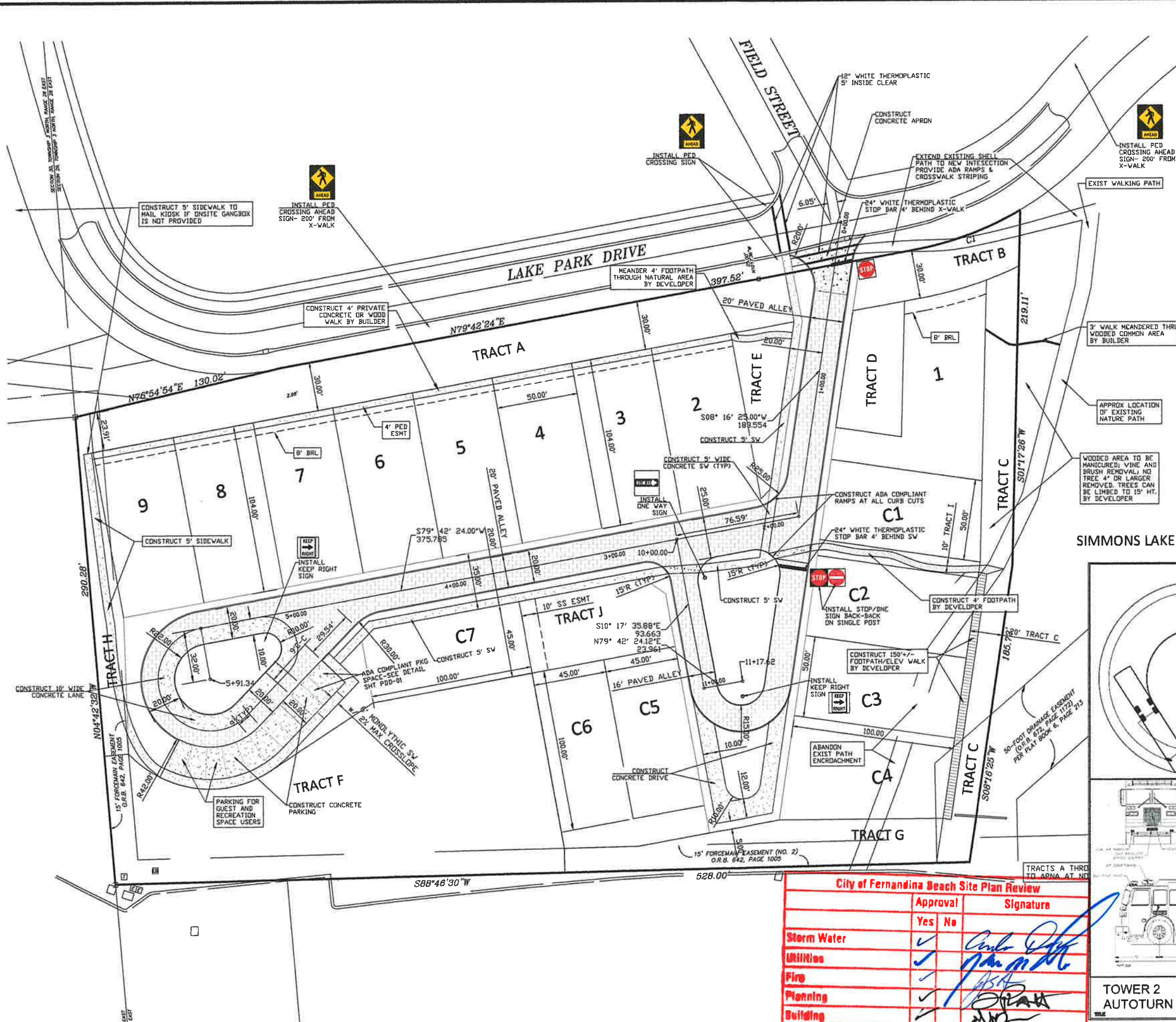
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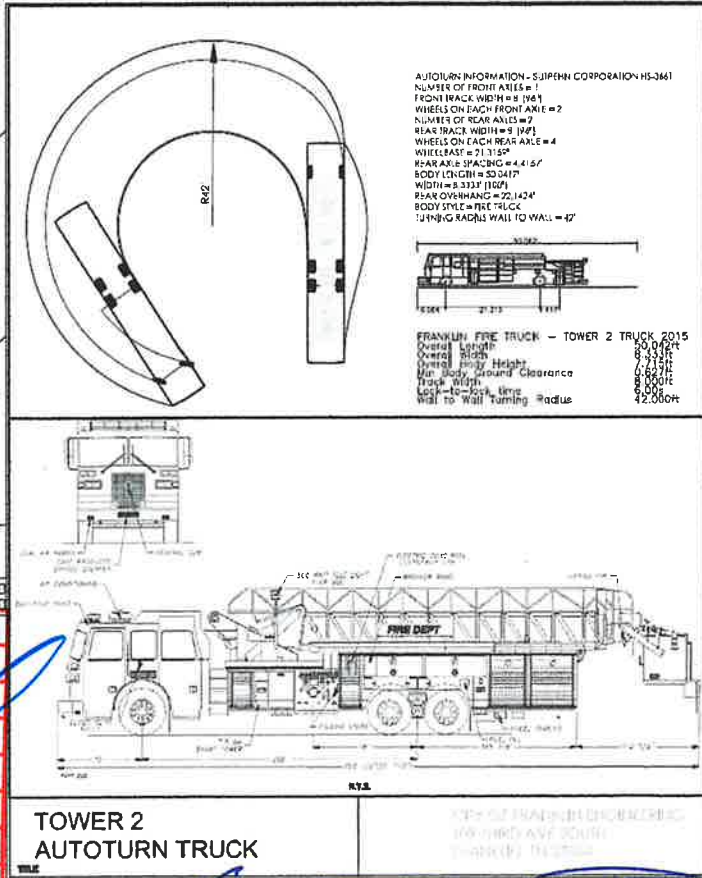


- LOTS 1 THRU 9: HOUSE TYPE III
- | | |
|-------------------------------------|---------------|
| MIN LOT WIDTH | 50' |
| SIDE YARD SETBACK | 10% LOT WIDTH |
| MAIN HOUSE SETBACK | 16' |
| PORCH SETBACK | 8' |
| UP TO 40% OF FACADE MAY BE ENCLOSED | |
| GARAGE SETBACK | 3' |
- LOTS C1 THRU C7: HOUSE TYPE II
- | | |
|--------------------|---------------|
| MIN LOT WIDTH | 40' |
| SIDE YARD SETBACK | 10% LOT WIDTH |
| MAIN HOUSE SETBACK | 10' |
| PORCH SETBACK | 2' |
| GARAGE SETBACK | 3' |

- TRACT A: PRESERVED UNDISTURBED WOODED BUFFER
TRACT B: PRESERVED UNDISTURBED WOODED BUFFER
TRACT C: COMMON WOODED AREA
TRACT D: WOODED ALLEY EDGE BUFFER
TRACT E: WOODED ALLEY EDGE BUFFER
TRACT F: OPEN SPACE
TRACT G: PRESERVED WOODED BUFFER
TRACT H: BUFFER
TRACT I: PEDESTRIAN TRACT
TRACT J: COMMON LOT GREEN

- NOTES:
- TRACTS A THRU H SHALL BE DEDICATED AT NO COST TO AMELIA PARK NEIGHBORHOOD ASSOCIATION, INC.
 - TRACT I SHALL BE OWNED BY LOTS OWNERS OF AMELIA PARK LAKESIDE.
 - TRACT J SHALL BE OWNED IN UNDIVIDED INTEREST BY THE OWNERS OF LOTS C5, C6 AND C7.

SIMMONS LAKE



City of Fernandina Beach Site Plan Review		
	Approval	Signature
	Yes	No
Storm Water	✓	
Utilities	✓	
Fire	✓	
Planning	✓	
Building	✓	
Code Enforcement	✓	
Streets	✓	

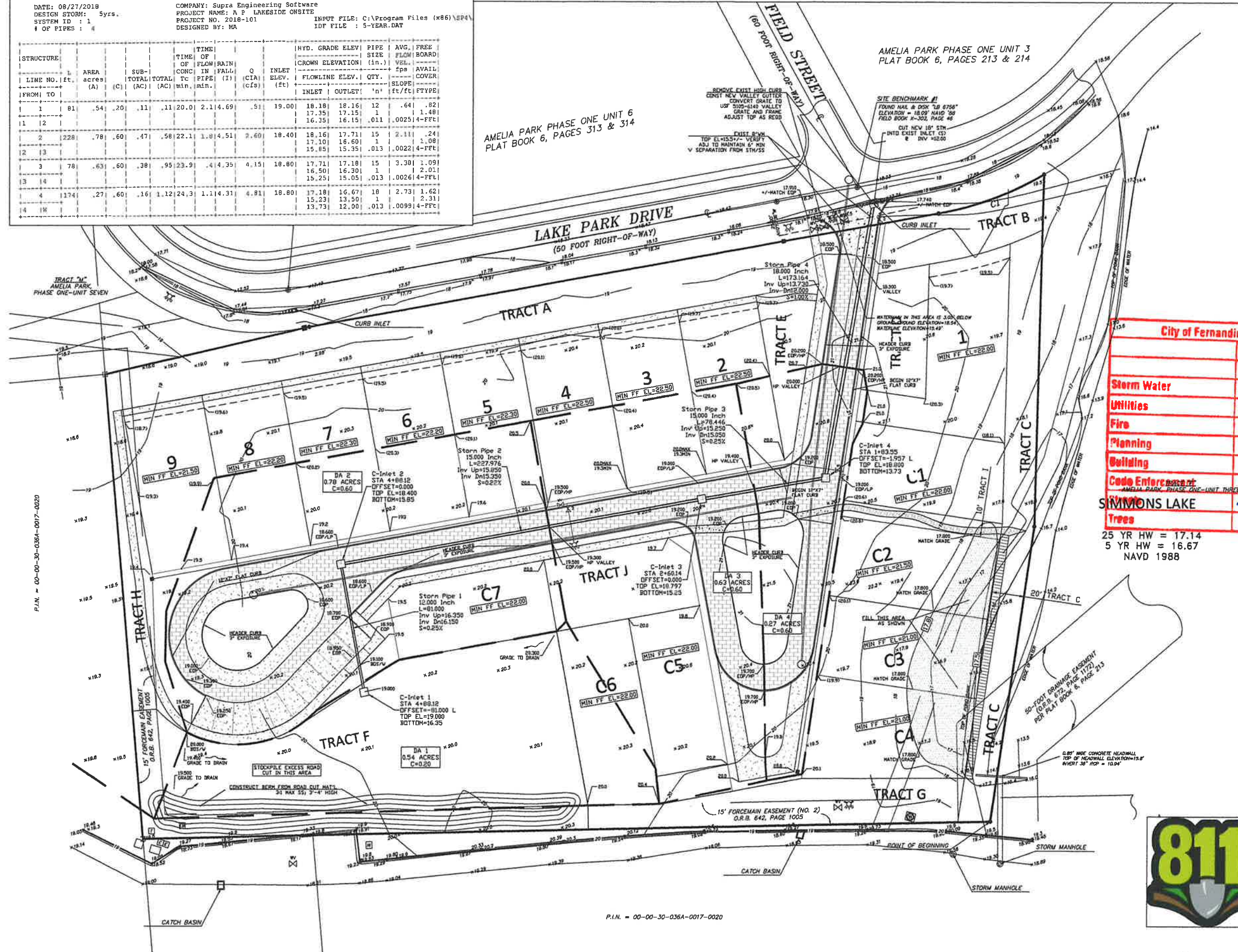
MICHAEL ANTONOPOULOS, P.E. #32520

Supra-4 (V5.20) - Storm Sewer Design and Analysis
(c) Copyright 1987-99, Kato T. Dee, P.E.

COMPANY: Supra Engineering Software
PROJECT NAME: A F LAKESIDE ONSITE
PROJECT NO. 2018-101
DESIGNED BY: MA

INPUT FILE: C:\Program Files (x86)\SP4\
IDF FILE : 5-YEAR.DAT

STRUCTURE	LINE NO.	ft.	AREA (A)	SUB- TOTAL (C)	TOTAL (C)	TIME OF CONC Tc	TIME OF FLOW PIPE	RAIN IN FALL (I)	Q (CFS)	INLET ELEV. (ft)	HYD. GRADE ELEV	PIPE SIZE	AVG. FREE		
											CROWN ELEVATION	(in.)	VEL.	BOARD	
FROM	TO										FLOWLINE ELEV.	QTY.	SPS	AVAIL	
											INLET	OUTLET	n	COVER	
1	81	.54	.20	.11	.11	20.0	2.1	4.69	.5	19.00	18.18	18.16	12	.64	.82
											17.35	17.15	1	1.48	
											16.35	16.15	.011	.0025	4-FF
2	228	.78	.60	.47	.58	22.1	1.8	4.51	2.60	18.40	18.16	17.71	15	2.11	.24
											17.10	16.60	1	1.08	
											15.85	15.35	.013	.0022	4-FF
3	78	.63	.60	.38	.95	23.9	4	4.35	4.15	18.80	17.71	17.18	15	1.33	1.05
											16.50	16.30	1	2.02	
											15.25	15.05	.013	.0026	4-FF
4	174	.27	.60	.16	1.12	24.3	1.1	4.31	4.81	18.80	17.18	16.67	18	2.73	1.62
											15.23	15.50	1	2.31	
											13.73	12.00	.013	.0099	4-FF



**Know what's below.
Call before you dig.**

MICHAEL ANTONOPOULOS, P.E. #32520

MICHAEL ANTONPOULOS, LLC
RESULTS THAT START WITH VISION
228 CLATTER BRIDGE ROAD • PONTE VEDRA, FL 32081

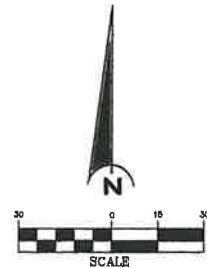
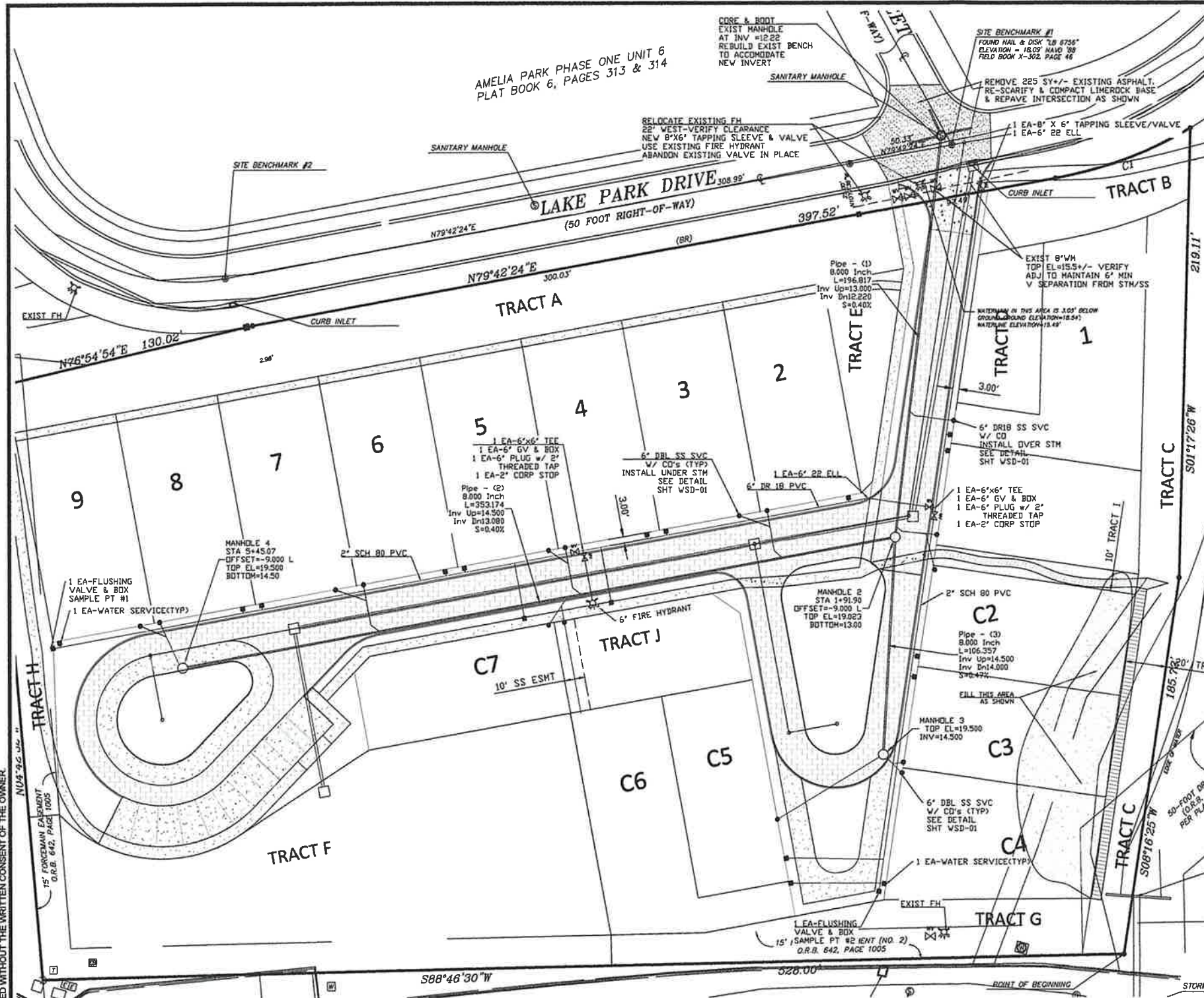
AMELIA PARK LAKESIDE

PAVING & DRAINAGE PLAN

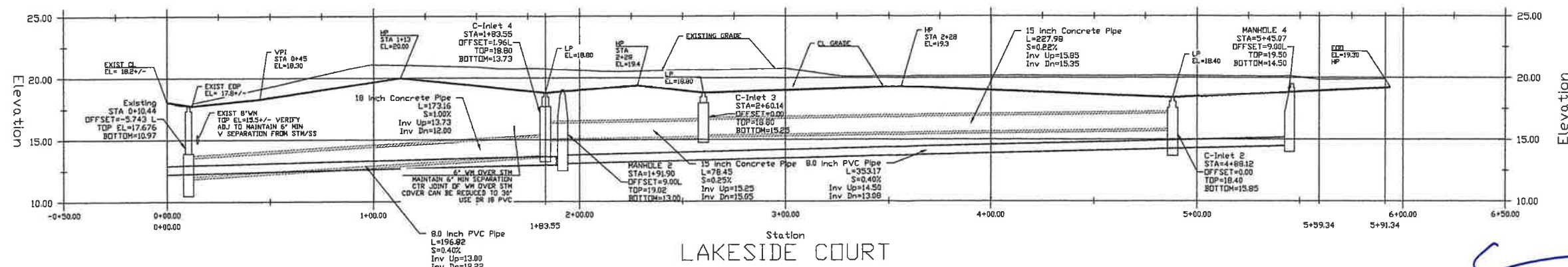
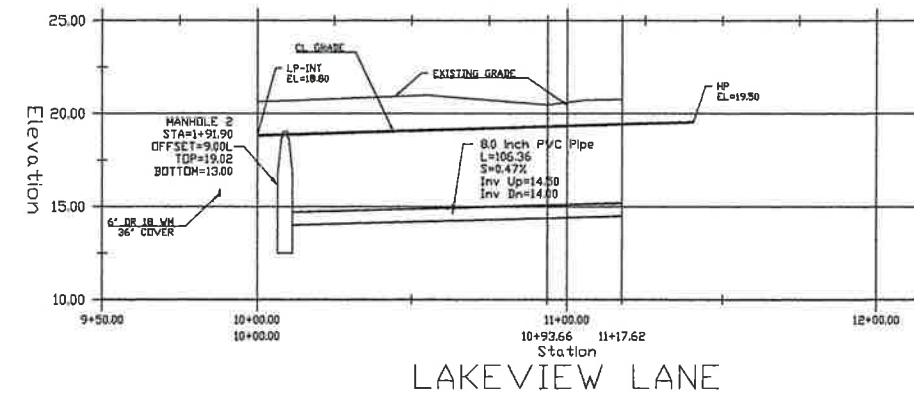
SHEET No.

4
JULY 2018

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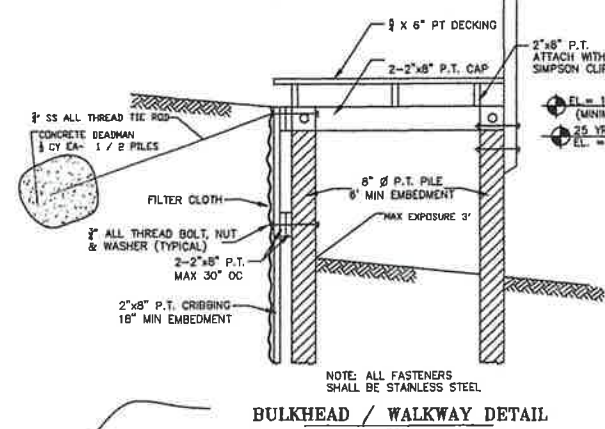
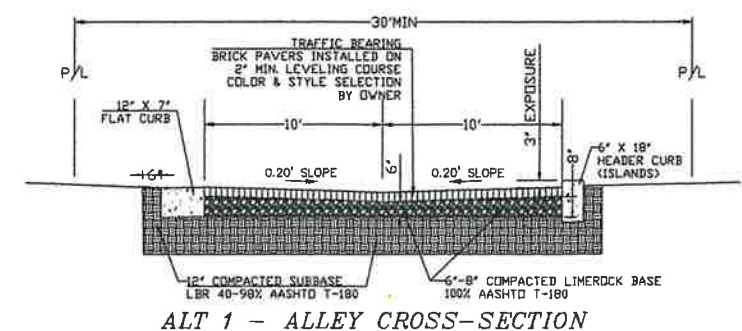
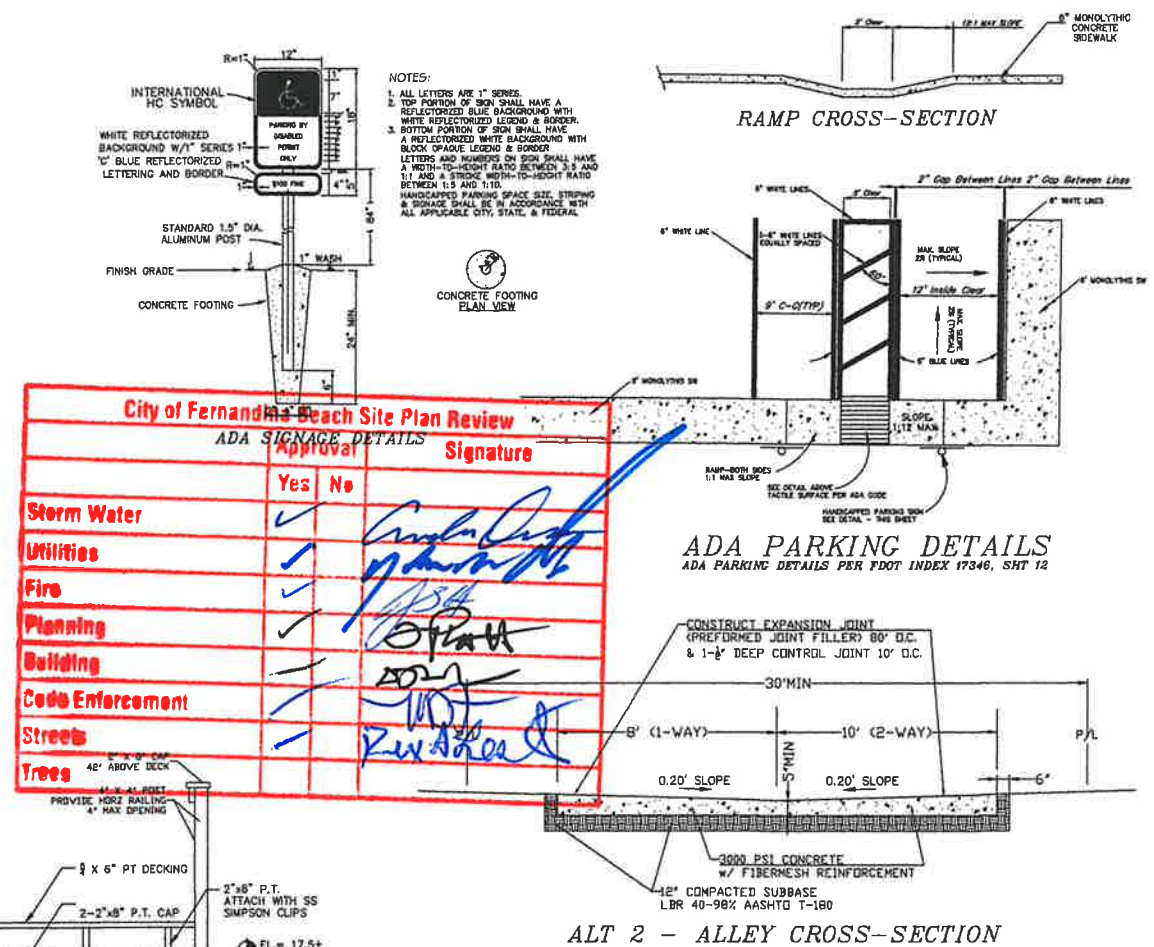
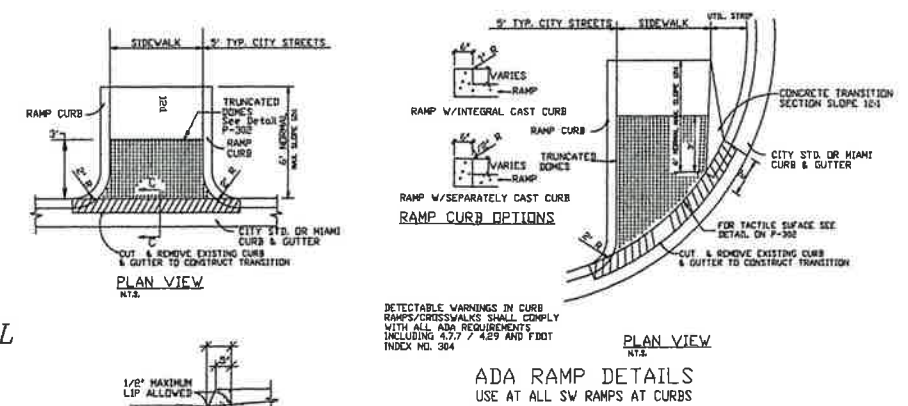
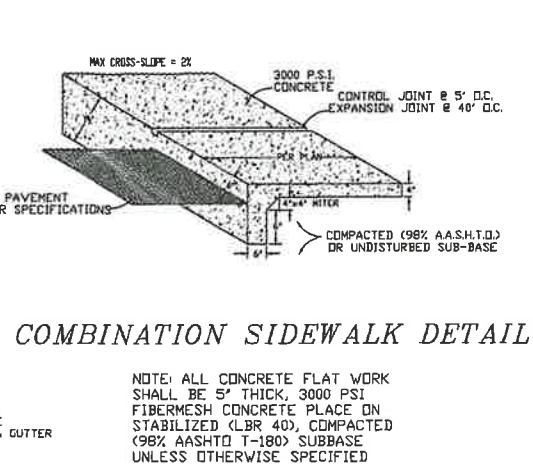
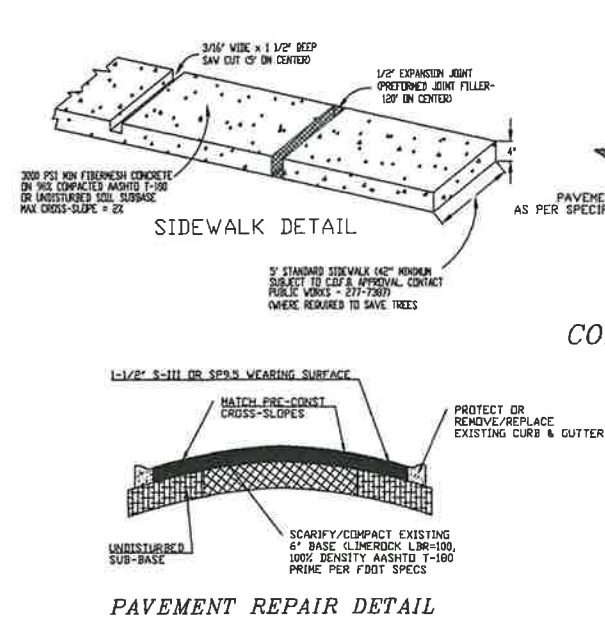
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Storm Water	✓	
Utilities	✓	
Fire	✓	
Planning	✓	
Building	✓	
Code Enforcement	✓	
Streets	✓	
Trees	✓	



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TRACT	LOCATION	DESCRIPTION	REMOVED	SAVED
635	Tract E	7'0"	7	
637	Tract E	12'0"	12	
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1212</				



CLOSE LOCAL ROADS DURING SS/STM CONSTRUCTION
IN LAKE PARK DRIVE, ALL EXISTING HOMES
HAVE ACCESS VIA ALTERNATE ALLEY ACCESS POINTS
LOCAL TRAFFIC AND EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED
CONTACT REX LESTER AT 904-753-0417 AT LEAST 72 HOURS PRIOR TO CLOSURE

SIGN
'ROAD CLOSED'
'LOCAL TRAFFIC ONLY'

SIGN
"ROAD CLOSED"
"LOCAL TRAFFIC ONLY"

NOTICE: THESE CONDITIONS OF USE SHALL APPLY TO ALL USERS. DATA CONTAINED HEREIN MAY BE SUBJECT TO A CHECK WITHOUT NOTICE OR OBLIGATION TO THE USER. THE USER'S JURISDICTION OF ORIGIN AND/OR DIGITAL TRANSFER IS SOLELY THAT OF THE USER. THE SIGNATURE, SEAL AND/OR DOCUMENTS TAKE PRECEDENCE OVER MAGNETIC OR ELECTRONICALLY STORED MEDIUM. THE FOLLOWING FORMAT AND TECHNIQUES ARE THE PROPERTY OF MICHAEL ANTONPOULOS, LLC. NO PART THEREOF SHALL BE GIVEN, DISCLOSED TO OTHERS OR OTHERWISE USED WITHOUT THE WRITTEN CONSENT OF THE OWNER.

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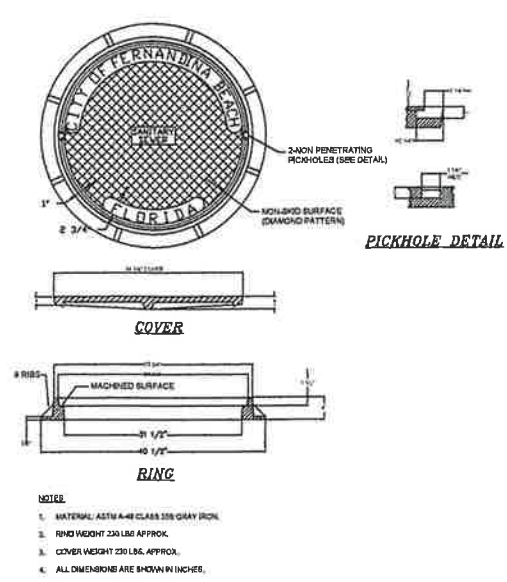
AMELIA PARK LAKESIDE

PAVING & DRAINAGE DETAILS

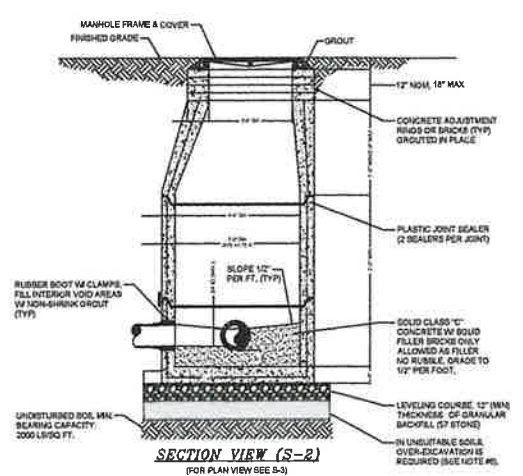
SHEET NO.
RDD-0
JULY 2018

MICHAEL ANTONOPOULOS, P.E. #32520

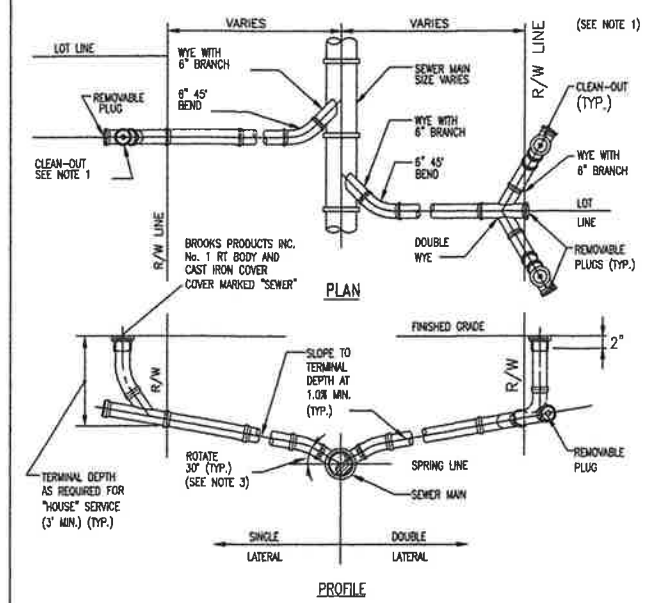
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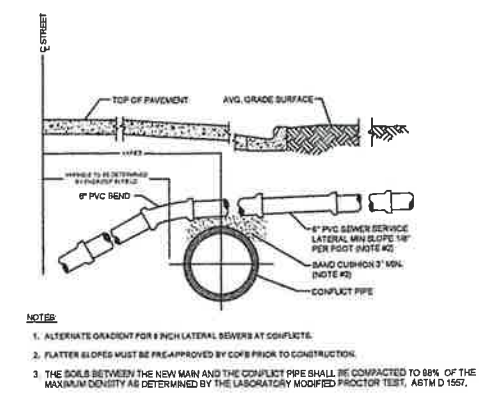
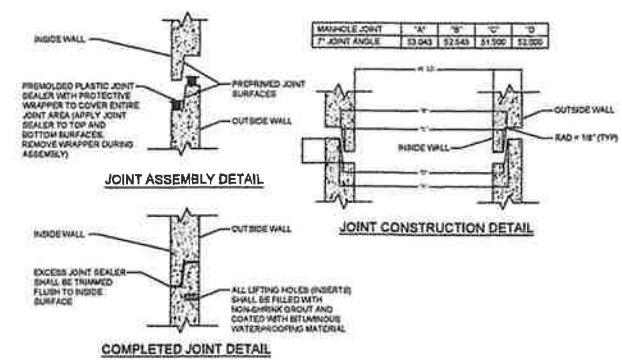
SANITARY SEWER MANHOLE FRAME AND COVER



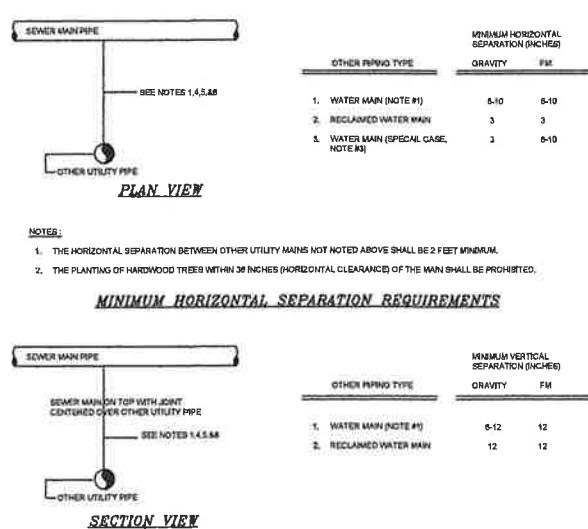
SANITARY SEWER TYPE "A" MANHOLE
8"-21" SEWERS



HOUSE LATERAL - PLAN VIEW



HOUSE LATERAL OVER CONFLICT PIPE



SEPARATION REQUIREMENTS FOR SEWER MAINS

- WATER MAIN AND NON-WATER MAIN SEPARATION REQUIREMENTS - NOTES:**
1. IT IS REQUIRED THAT "WATER MAINS" BE INSTALLED, CLEANED, DISINFECTED AND HAVE A SATISFACTORY BACTERIOLOGICAL SURVEY PERFORMED IN ACCORDANCE WITH THE LATEST APPLICABLE AWWA STANDARDS, CHAPTER 62-055, F.A.C. AND LATEST JEA WATER AND SEWER STANDARDS. FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; FIRE HYDRANT LEADS; AND SERVICE LINES THAT HAVE AN INSIDE DIAMETER OF THREE (3) INCHES OR GREATER. IN ADDITION, THE PHRASE "RECLAIMED WATER" REFERS TO THE WATER REGULATED UNDER PART II OF CHAPTER 62-010, F.A.C.
 2. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE (3) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER.
 3. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX (6) FEET, AND PREFERABLY TEN (10) FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS MAY BE REDUCED TO THREE (3) FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX (6) INCHES ABOVE THE TOP OF THE SEWER (SPECIAL CASE).
 4. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX (6) INCHES, AND PREFERABLY TWELVE (12) INCHES, ABOVE OR AT LEAST TWELVE (12) INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 5. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST TWELVE (12) INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 6. AT THE UTILITY CROSSINGS DESCRIBED IN NOTES 4 AND 5 ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE (3) FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER, AND AT LEAST SIX (6) FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINE CONVEYING RECLAIMED WATER.
 7. NEW OR RELOCATED FIRE HYDRANTS SHALL BE LOCATED SO THAT THE HYDRANTS ARE AT LEAST THREE (3) FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER; AT LEAST THREE (3) FEET, AND PREFERABLY TEN (10) FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX (6) FEET, AND PREFERABLY TEN (10) FEET, FROM ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER OR WASTEWATER FORCE MAIN.
 8. WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM DISTANCE FROM JOINTS IN THE OTHER PIPELINE, THE CONTRACTOR SHALL CONSULT THE DESIGN ENGINEER TO OBTAIN APPROVAL OF ANY ALTERNATIVE CONSTRUCTION METHODS, PRIOR TO CONSTRUCTION.

NOTES ON UTILITY SEPARATION
REQUIREMENTS - SEWER

SEWER REQUIREMENTS & NOTES

1. GRAVITY SEWER LINES SHALL BE PVC PIPE, SDR 26 (GREEN), CONFORMING TO ASTM D-3034-74 UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL SEWER FITTINGS TO BE SDR 26 HEAVY WALL.
3. THE END OF ALL SANITARY SEWER SERVICE CONNECTIONS SHALL BE 36" TO 60" DEEP. DEVIATIONS SHALL BE NOTED ON THE AS-BUILT PLANS.
4. PIPE INFILTRATION SHALL NOT EXCEED 200 GPD PER INCH DIAMETER PER MILE.
5. ALL 8" OR LARGER SANITARY SEWER LINES SHALL BE CLEANED AND TELEVIEWED BY THE CITY OF FERNANDINA BEACH. THE CONTRACTOR SHALL PAY THE CITY FOR THESE SERVICES ACCORDING TO THEIR CURRENT RATE SCHEDULE.

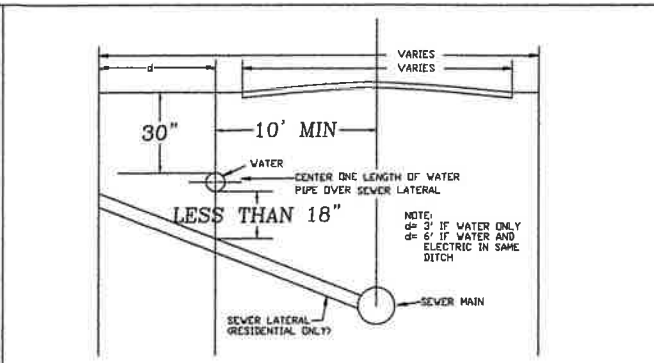
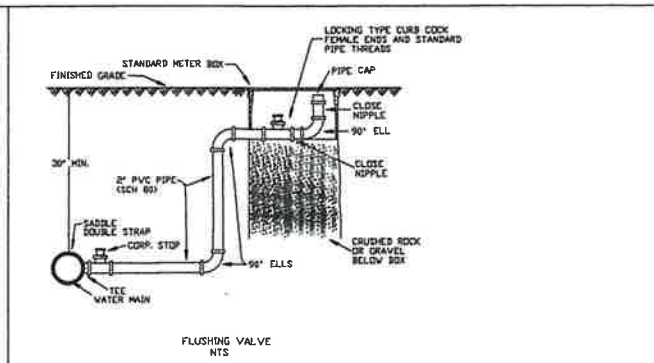
City of Fernandina Beach Site Plan Review		
	Approval	
	Yes	No
Storm Water	☒	☐
Utilities	☒	☐
Fire	☒	☐
Planning	☒	☐
Building	☒	☐
Code Enforcement	☒	☐
Streets	☒	☐
Trees	☒	☐

MICHAEL ANTONOPOULOS, P.E. #32520

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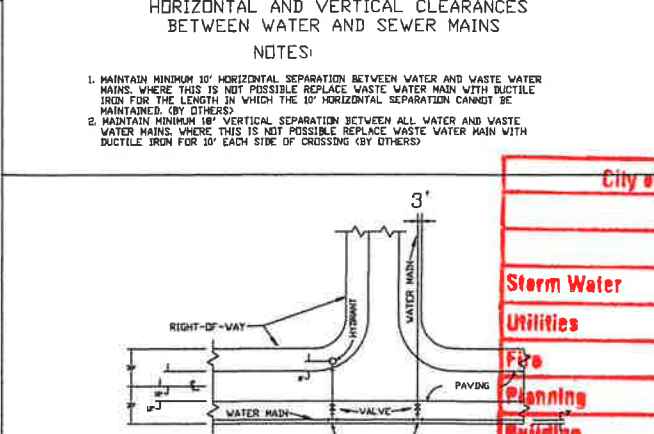
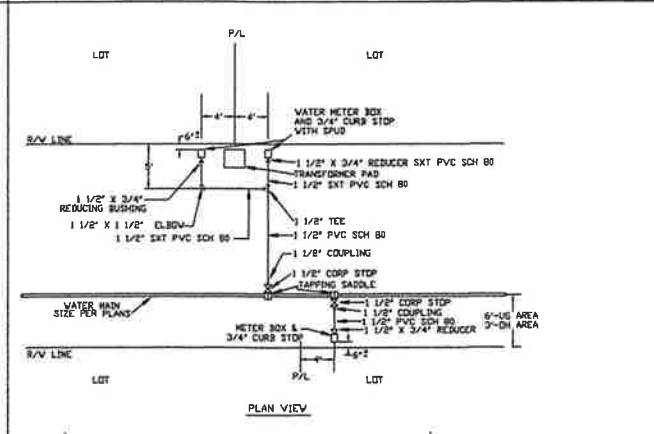
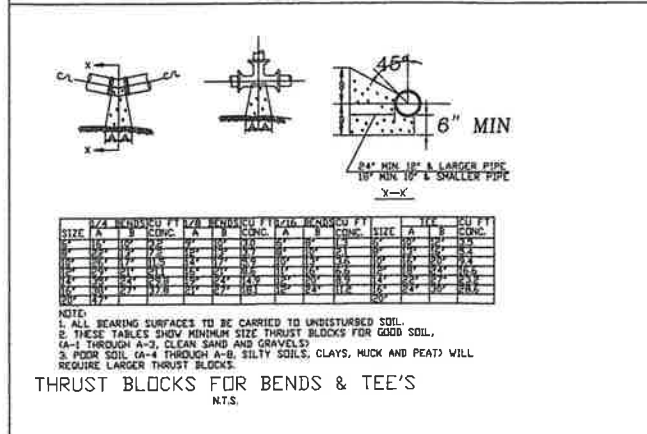
AMELIA PARK LAKESIDE

**SEWER
DETAILS**



MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING										FEET
PIPE SIZE	1 1/4	2	1/2	45	90	TEE	VALVE	CLP	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



City of Fernandina Beach Site Plan Review			FINGER-HOLE
	Approval	Signature	
	Yes	No	
Storm Water			
Utilities	✓		<i>John A. [Signature]</i>
Fire	✓		
Planning	✓		<i>[Signature]</i>
Building	✓		<i>[Signature]</i>
Code Enforcement	✓		<i>[Signature]</i>
Streets	✓		<i>[Signature]</i>
Trees			

TOUCH READ COVER FOR E-1

TEST COCK #1

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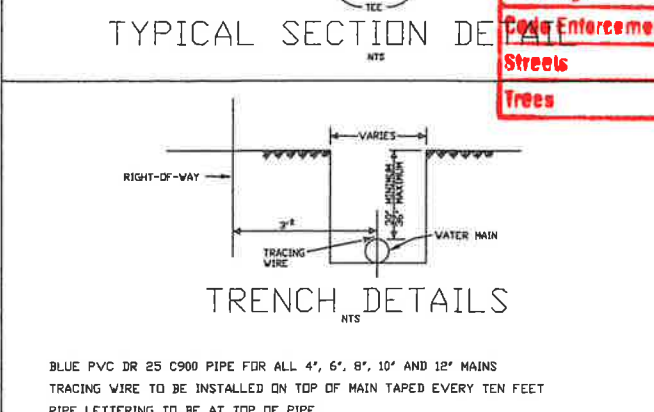
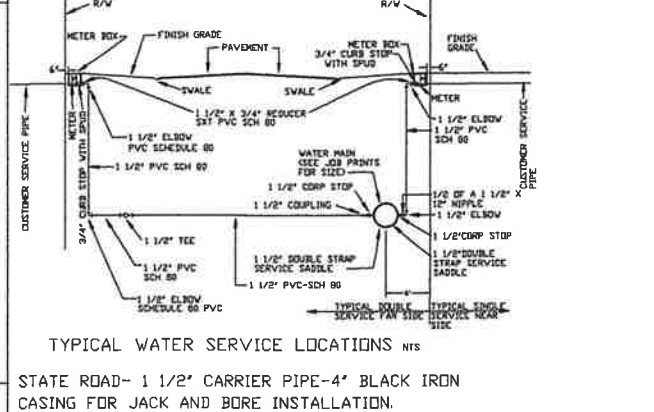
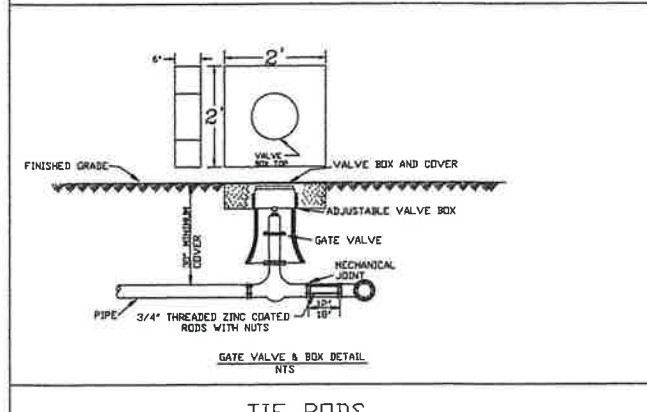
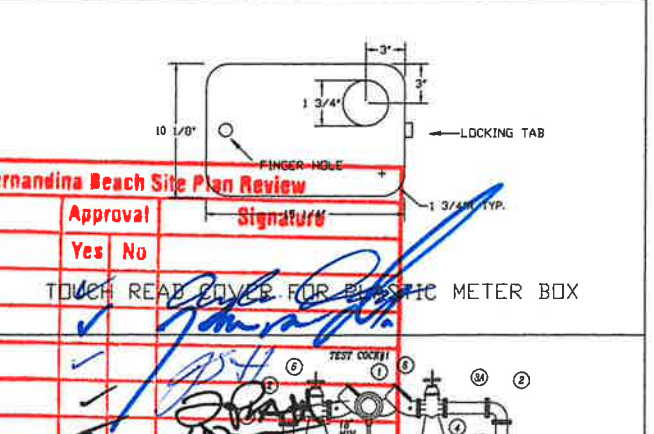
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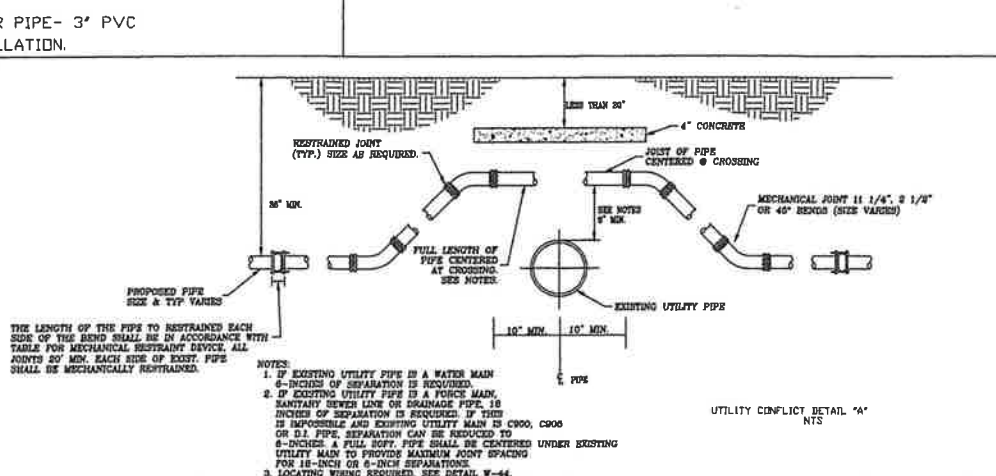
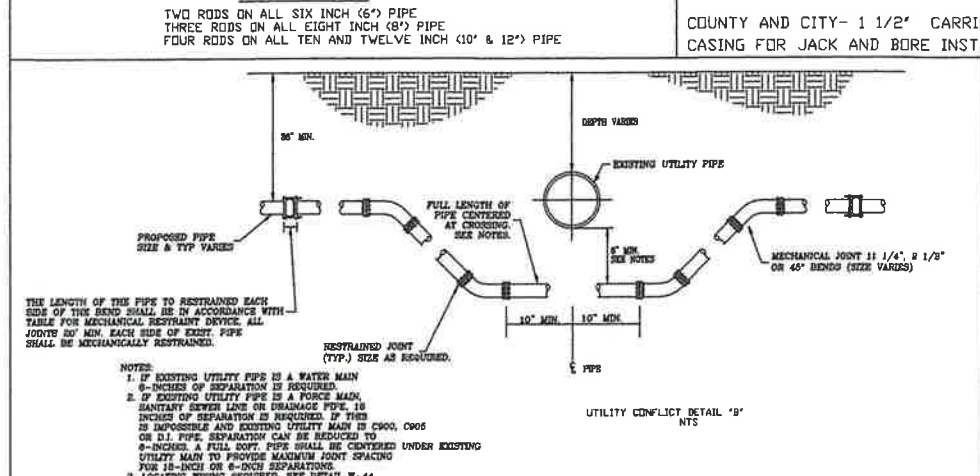
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M A T E R I A L S		
ITEM	QUANTITY	DESCRIPTION
1	1	2.5"-10" VALVE, DOUBLE CHECK OR REDUCED PRESSURE
2	1	2.5" BEND, 90°
3	2	2.5"-10" D.I.P. (40' LONG) F-F
3A	1	2.5"-10" D.I.P. (24' LONG) F-F (TOP)
4	3	2.5"-10" FLANGE, D.I.P.
5	2	2.5"-10" VALVE, GATE, D.I. F-F, OSY (RESILIENT SEAT)
6	1	THROAT PILE/CONCRETE FOUNDATION
7	2	THROAT BLOCK
8	1	WIDEN PIPE/CONCRETE VALVES 36" AND LARGER SIZES

<u>LARGE WATER SERVICE</u>	<u>FIRE LINE SERVICES</u>
DOUBLE CHECK AND REDUCED PRESSURE BACKFLOW PROTECTION	DOUBLE CHECK AND REDUCED PRESSURE WITH WATER PROTECTION AND FLOW DETECTOR ASSEMBLY
SINGLE SERVICE: 8" - 10"	
<u>BACKFLOW PREVENTER</u>	



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 AWWA C900-DR25 PIPE NSF CERTIFIED ALL WATER SERVICES WILL CONSTRUCTED WITH WHITE PVC SCHEDULE 80 PIPE. BLUE SPRAY PAINT WILL BE APPLIED TO THE TOP SURFACE WITH #10 COPPER UF TRACE WIRE. JOINT RESTRAINERS MAY BE USED IN PLACE OF THRUST BLOCKS ON C900, DR25 PIPE. WITH APPROVAL OF THE CITY UTILITIES DEPARTMENT.

	WATER SPECIFICATIONS	
	SCALE: NTS DATE: 2/5/08 DRAWN BY: YLT REVIEWED BY: JMN DATE: 2/20/18	CITY OF FERNANDINA BEACH FERNANDINA BEACH, FLORIDA 32033
		DRAWING # WD-1

NOTICE: THESE CONDITIONS OF USE SHALL APPLY TO ALL USERS. DATA CONTAINED HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION. RESPONSIBILITY FOR THE ACCURACY OF CURRENT CONDITIONS AND/OR DIGITAL TRANSFERS IS SOLELY THAT OF THE USER. THE SIGNED AND SEALED DOCUMENTS TAKE PRECEDENCE OVER MAGNETIC OR ELECTRONICALLY STORED MEDIUM. THE FOLLOWING FORMAT AND TECHNIQUES ARE THE PROPERTY OF MICHAEL ANTONOPPOULOS, LLC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR OTHERWISE USED WITHOUT THE WRITTEN CONSENT OF THE OWNER.

MICHAEL ANTONOPOULOS, LLC
RESULTS THAT START WITH VISION

AMELIA PARK LAKESIDE

WATER DETAILS

SHEET 1
WSD-
JULY 20

MICHAEL ANTONOPOULOS, P.E. #32520

SPECIFICATIONS FOR THE STORMWATER POLLUTION AND EROSION/SEDIMENT CONTROL PLAN

GENERAL

1. All pond construction, clearing, grubbing, and other soil disturbing activity shall be completed in accordance with EPA Publication No. 832-R-92-005 (latest), "Stormwater Management for Construction Activities" and all stormwater/environmental permits issued for construction of the project. The contractor shall obtain copies of all such permits prior to commencing construction and keep copies of those permits on site at all times.

2. The contractor shall take all measures to minimize erosion and sediment transport including, but not limited to, filter fabric barriers (silt screens), straw (hay) bale barriers, inlet sediment filters, sediment basins, etc. All such controls shall be constructed in accordance with the details shown herein.

3. The contractor shall minimize the disturbed area of work whenever possible.

Stockpiles and disturbed portions of the site where construction activity ceases for 21 consecutive days shall be temporarily stabilized with seed and mulch or some other method of stabilization approved by the engineer no later than the end of said 21 day period. Seeding and mulching shall be per local specifications.

Disturbed portions of the site where construction activity is completed shall be permanently stabilized in accordance with the instructions on the plans and/or local specifications.

4. The contractor shall avoid point source discharges. If such a discharge is necessary, the contractor shall take all necessary precautions to minimize erosion and sediment transport.

CONSTRUCTION PRACTICES (see details herein)

1. Straw bale barrier -- straw bale barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:

- where the maximum slope behind the barrier is 33 percent;
- in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres;
- where effectiveness is required for less than 3 months;
- every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.

2. Filter fabric barrier -- filter fabric barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:

- where the maximum slope behind the barrier is 33 percent;
- in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.

3. Brush barrier with filter fabric -- brush barrier may be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

4. Temporary diversion dike -- temporary diversion dikes may be used to divert runoff through a sediment-trapping facility.

5. Temporary sediment basin -- a sediment basin is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations:

- the sediment trap may be constructed either independently or in conjunction with a temporary diversion dike.
- Level spreader -- a level spreader may be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader can be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.

7. Surface roughening -- surface roughening may be used to reduce erosion and provide sediment trapping for the following conditions:

- for slopes steeper than 3:1, surface roughening will consist of either stair-step grading, grooving, furrowing or tracking if they are to be stabilized with vegetation;
- areas with grades less steep than 3:1 should have the soil surface lightly roughened and loose to a depth of 2 to 4 inches;
- areas which have been graded and will not be stabilized immediately may be roughened to reduce runoff velocity until seeding takes place.

8. Stockpiling Material -- no excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.

9. Inlet Protection -- inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that may contribute sediment to the inlet.

10. Temporary Seeding -- areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grading treatment within 21 days shall be seeded with a quick-growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.

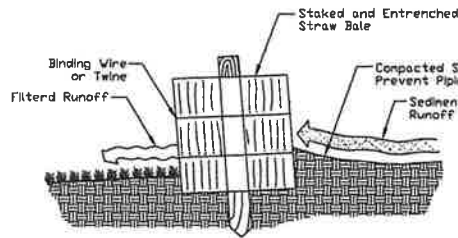
11. Temporary Seeding and Mulching -- slopes steeper than 6:1 that fall within the category established in Paragraph 10 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch.

12. Temporary Grassing -- the seeded or seeded and mulched area(s) shall be rolled and watered or hydramulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.

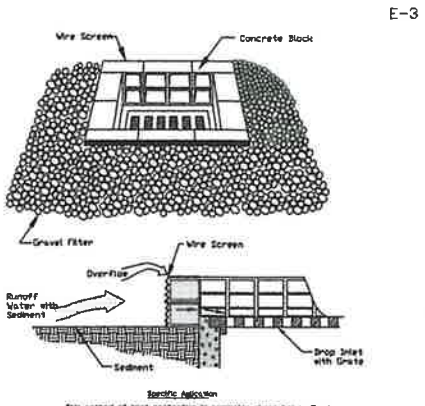
13. Temporary Regrassing -- if, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.

14. Maintenance -- all features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

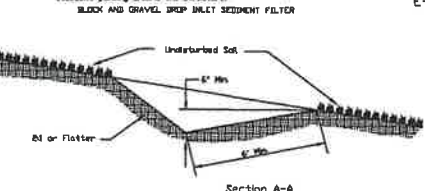
15. Permanent Seeding -- all areas which have been disturbed by construction will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.



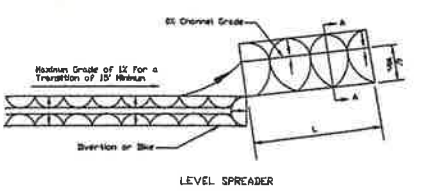
CROSS-SECTION OF A PROPERLY INSTALLED STRAW BALE



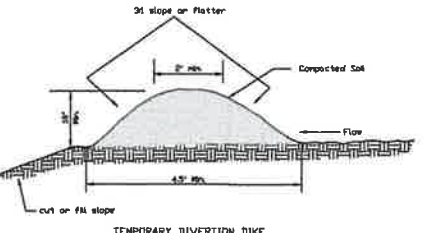
CONSTRUCTION OF A FILTER BARRIER



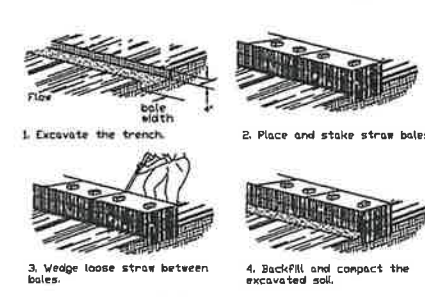
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY



LEVEL SPREADER



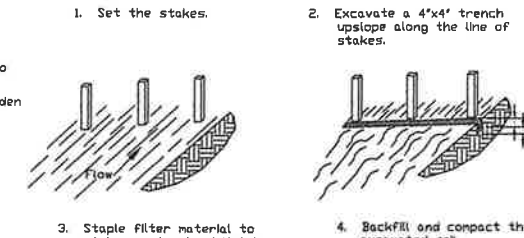
TEMPORARY DIVERSION DIKE



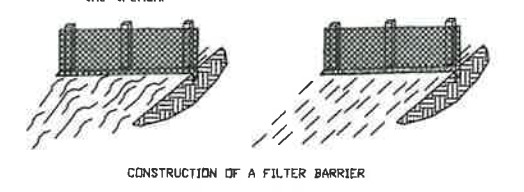
CONSTRUCTION OF A STRAW BALE BARRIER



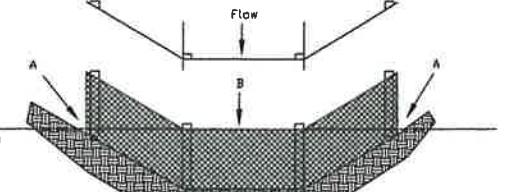
PROPER PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY



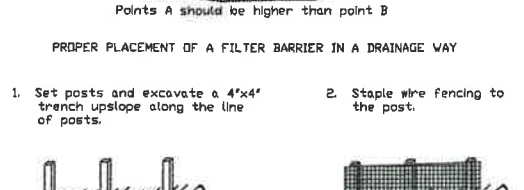
CONSTRUCTION OF A FILTER BARRIER



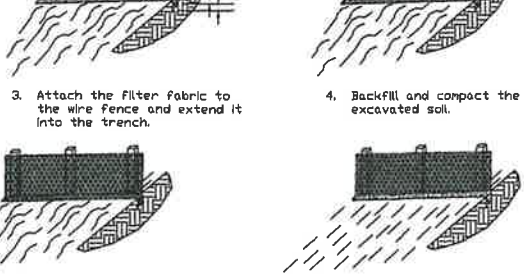
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY



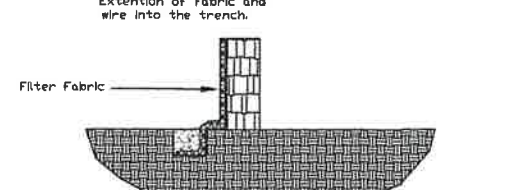
LEVEL SPREADER



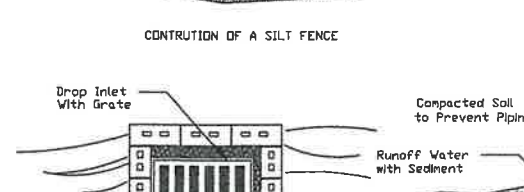
TEMPORARY DIVERSION DIKE



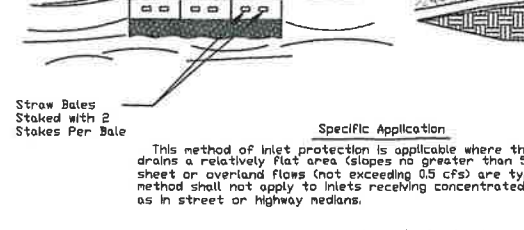
CONSTRUCTION OF A STRAW BALE BARRIER



PROPER PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY



CONSTRUCTION OF A STRAW BALE DROP INLET SEDIMENT FILTER



PROPER PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY

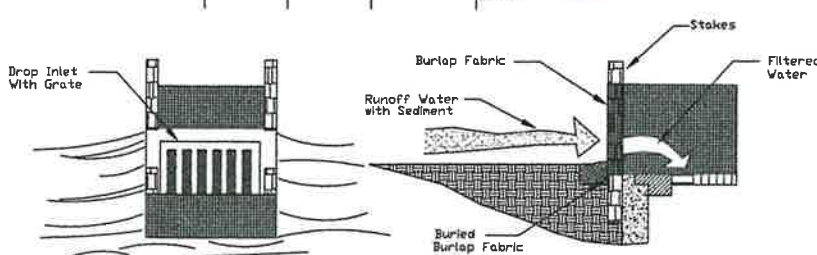
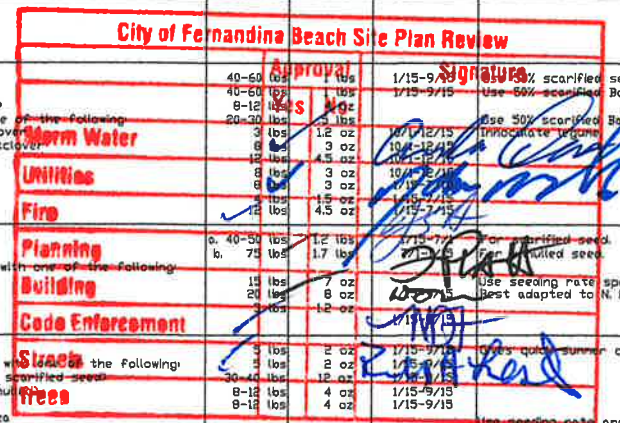
TABLE 1.65 A
TEMPORARY SEEDING PLANT MATERIALS

Common Name (Botanical Name)	Seeding Rate Acre	1000 ft ²	Planting Dates	Comments
OATS (Avena sativa)	3 Bu (125 lbs)	3 lbs	October- February	Will not tolerate flooding, high water table soils.
RYE (Secale cereale)	3 Bu (170 lbs)	4 lbs	October- February	Tolerates cold and drought.
WHEAT (Triticum sp)	3 Bu (120 lbs)	3 lbs	October- February	
ANNUAL RYEGRASS (Lolium multiflorum)	60 lbs	1.5 lbs	October- January	Volunteers may return.
CRIMSON CLOVER (Trifolium incarnatum)	25 lbs	9 oz	October- December	Annual winter legume. Inoculate seed at 5 times recommended rate. Does poorly on dry sands, will not tolerate flooding.
RED CLOVER (Trifolium pratense)	15 lbs	6 oz	October- December	Annual winter legume. Inoculate seed at 5 times recommended rate. Grows best on moist soils, will not tolerate flooding. Easily hurt by drought.
WHITE CLOVER (Trifolium repens)	6 lbs	2.5 lbs	October- December	Annual winter legume. Inoculate seed at 5 times recommended rate. Grows best on moist-wet soils, tolerates some flooding.
ANNUAL SWEETCLOVER (Melilotus alba)	15 lbs	6 oz	October- December	Annual winter legume. Inoculate seed at 3-5 times recommended rate. Grows well on both flatwoods and upland soils. Will not tolerate flooding.
ARROWLEAF CLOVER (Trifolium vesiculosum)	15 lbs	6 oz	November- December	Annual winter legume. Inoculate seed at 3-5 times recommended rate. Grows on soils too wet for crimson, tolerates some flooding. Use scarified seeds.
LUARNE CLOVER (Lupinus sp.)	60 lbs	1.5 lbs	October- December	Annual winter legume. Inoculate seed at 3 times recommended rate. Susceptible to freeze damage at time of emergence. Use scarified seed.
ALFALFA (Medicago sativa)	22 lbs	8 oz	October- December	Short lived perennial. Some drought resistance. Grows best on well-drained, fertile soils. Will not tolerate wet soils.
AUSTRALIAN WINTER PEAS	45 lbs	1 oz	October- December	Grows best on well-drained soils with high clay content.
HAIRY VETCH (Vicia villosa)	25 lbs	9 oz	October- December	Grows best on well-drained, loamy soils.
ALYCECLOVER (Alysicarpus vaginalis)	15 lbs	6 oz	March- July	Warm season annual legume. Grows best on well-drained sandy soils.
COMMON LESPEDEZA (Lespedeza striata)	30 lbs	11 oz	February- July	Warm season annual. Needs inoculation on eroded soils. Grows best on sandy loams. Fairly drought resistant.
HAIRY INDIGO (Indigofera hirsuta)	8 lbs (120 lbs)	3 oz	February- July	
JOINT VETCH (Aeschynomene americana)	8 lbs	3 oz	February- August	Warm season annual legume. Most suitable of summer legumes for use in low, wet areas.
MILLET (Setaria sp)	30 lbs	11 oz	February- August	Warm season annual. Does not tolerate flooding. Grows best in fertile, moist soils. Pearl and Browntop are good varieties to use.
SESBANIA (Sesban macrocarpa)	30 lbs	11 oz	February- July	Warm season annual legume. Does well under extremely wet conditions.
SURGHAM-SUNDAGRASS HYBRID	30 lbs	11 oz	February- July	Warm season annual. Rapid grower. Tolerates dryer soils than millet. Grows best on well-drained soils. Can also use Sudagrass alone.
WEEDING LOVEGRASS (Eragrostis curvula)	5 lbs	2 oz	February- August	Short-lived perennial, 2-3 years. Tolerates hot, dry slopes and acid, infertile soils.

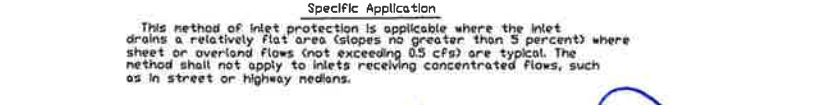
Usually mixture of the above plant materials are better than a single plant alone. Each of the legumes discussed above can be grown in mixture with annual ryegrass and/or the small grains. In a two-crop mixture cut the seeding rate of each crop to one-half of the recommended planting rate when grown alone. Similarly three plant types in a mixture requires approximately one-third of the normal seeding rate for each plant. In a three plant mixture containing a single legume, the legume should be planted at one-half of the pure stand seeding rate.

TABLE 1.66 A
SEEDING MIXTURE, RATES AND DATES

Site Conditions	Seeding Mixtures	Seeding Rate Per Acre	Seeding Dates Per 1000 Ft ²	Comments
High Maintenance Lawns	See Table 1.67A			
General Use	1. Bahiagrass 2. Bahiagrass (Hulled) 3. Bahiagrass with one of the following: Southern White Clover Annual White Sweetclover Crimson Clover Arrowleaf Clover Alyce Clover Hairy Indigo Aeschynomene	40-60 lbs 40-60 lbs 8-12 lbs 20-30 lbs 3 lbs 3 lbs 3 lbs 3 lbs 3 lbs 3 lbs	1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15	Use 50% scarified seed. Use 50% scarified Bahia seed. Inoculate legume. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed.
Slopes	1. Sericea lespedeza 2. Sericea lespedeza with one of the following: Bahiagrass Tall Fescue Weeping Lovegrass	6, 40-50 lbs 6, 75 lbs 15 lbs 20 lbs 30 lbs	1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15	Use 50% scarified seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed.
DROUGHTY AREAS	1. Weeping Lovegrass 2. Weeping Lovegrass with one of the following: a. Bahiagrass (50% scarified seed) b. Bermudagrass (50% scarified seed) c. Hairy Indigo d. Sericea lespedeza	3 lbs 3 lbs 30-40 lbs 8-12 lbs 8-12 lbs	1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15 1/15-9/15	Use 50% scarified seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed. Use 50% scarified Bahia seed.



CONSTRUCTION OF A BURLAP DROP INLET SEDIMENT FILTER



PROPER PLACEMENT OF A BURLAP BARRIER IN A DRAINAGE WAY

NOTICE: THESE CONDITIONS OF USE SHALL APPLY TO ALL USERS. DATA CONTAINED HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION. THE SIGNED AND SEALED DOCUMENTS TAKE PRECEDENCE OVER MAGNETIC OR ELECTRONICALLY STORED MEDIUM. THE FOLLOWING FORMAT AND TECHNIQUES ARE THE PROPERTY OF MICHAEL ANTONOPOULOS, LLC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR OTHERWISE USED WITHOUT THE WRITTEN CONSENT OF THE OWNER.

MICHAEL ANTONOPOULOS, LLC
RESULTS THAT START WITH VISION
228 CLATTER BRIDGE ROAD - PONTE VEDRA, FL 32081

AMELIA PARK LAKESIDE

SEDIMENT CONTROL
DETAILS/SPECIFICATIONS

SHEET No.
SC-01
JULY 2018

MICHAEL ANTONOPOULOS, P.E. #32520



October 11, 2018

Michael Antonopoulos
228 Clatter Bridge Road
Ponte Vedra, FL 32081

Re: SPR 2018-06 Amelia Park Lakeside, Lake Park Drive

Based on findings from the Technical Review Committee (TRC) and their review of the plans dated September 24, 2018 the site plan for the above referenced project is hereby approved. This compliance letter serves as your technical review approval.

At this point, your project will move forward under the coordination of the City's Planning Streets, Stormwater and Utilities Departments for securing necessary site and construction permits.

If you have any further questions, please do not hesitate to contact me at 904.310.3140.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Platt", is written over a horizontal line.

Jacob M. Platt

CC: File
CDD
Kelly N. Gibson, AICP, Planning Manager

MEMORANDUM

To: City of Fernandina Beach Commissioners,
Dale Martin, City Manager,
Tammi Bach, City Attorney, and
Caroline Best, City Clerk

 From: Miriam R. Hill, ESQ., agent for The YMCA of Florida's First Coast,
Inc. (the "Applicant")

Re: Supplemental pleading for June 5, 2018 Quasi-Judicial Hearing
Item 8.1, first reading (rehearing) of Ordinance 2018-07 (the
"Ordinance") affecting 4.42 acres of land fronting Lake Park Drive in
Amelia Park (the "Parcel")

Date: June 19, 2018

At the City Commission meeting on June 5, 2018, during rehearing of first reading of Ordinance 2018-07, two Commissioners opposed the Ordinance, and each cited evidence which is inapposite to the consideration of the Ordinance. This memo is the Applicant's rebuttal to those statements.

The first opposing argument was by Commissioner Ross, who cited as legal authority for his position three policies of the Comprehensive Plan. The other opposing vote was from Mayor Miller, and was based upon testimony of an Amelia Park resident that the Realtor who sold him his property made certain representations regarding the future uses of the Parcel. Because the second argument is more readily disposed of, we address that argument first.

Florida law requires decisions in quasi-judicial hearings to be based upon evidence which is both "competent and substantial." *Yonge v. Askew*, 293 So.2d 395 (Fla. App., 1974). In other words, relied upon evidence must be relevant and verifiable. §90.401, F.S.; *Sims v. Brown*, 574 So.2d 131, 134 (Fla. 1991), stating, "to be legally relevant, evidence must pass the tests of materiality (bearing on a fact to be proved), competency (being testified to by one in a position to know), and legal relevancy (having a tendency to make the fact more or less probable) and must not be excluded for other countervailing reasons." See also *DeGroot v. Sheffield*, 95 So.2d 912, 916 (Fla.1957) (citations omitted), noting that, "in employing the

adjective 'competent' to modify the word 'substantial,' we are aware of the familiar rule that in administrative proceedings the formalities in the introduction of testimony common to the courts of justice are not strictly employed. *We are of the view, however, that the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached.* To this extent the "substantial" evidence should also be 'competent'" (emphasis added).

Testimony presented regarding a Realtor's alleged statements as to the future uses of the Parcel is not relevant, verifiable evidence upon which this Commission should affirm or deny the requested PUD amendment. See §§90.607, 90.801, 90.802 F.S., (Florida Rules of Evidence excluding hearsay testimony). Even if the testimony was admissible, it is not relevant to an analysis of the Ordinance because it was not authorized by the Developer or Owner of the Parcel. Appellate Courts have held that in quasi-judicial hearings, "[only] relevant fact-based statements, whether expert or not, are to be considered." *Metro Dade County v. Blumenthal*, 675 So.2d 598 (Fla. 3d DCA 1995), at 607; Evidence must be "based on something more than mere probabilities, guesses, whims, or caprices, but rather ... [support] a reasonable foundation for the conclusion reached." *Dep't of Highway Safety & Motor Vehicles v. Trimble*, 821 So.2d 1084, 1086-87 (Fla. 1st DCA 2002).

While it is indeed troubling to hear testimony that unauthorized representations may have been made to purchasers, the Commission should remember that this testimony is being presented to challenge the otherwise valid zoning rights of the property owner.

What *is* relevant to this analysis are the verifiable representations made by the Developer regarding the Parcel. The Applicant is the owner of the property and is represented (as Agent) by the original Developer, Joel E. Embry.

Attached to this memo is an affidavit authenticating copies of marketing materials (Exhibit A and Exhibit B) *that were authorized* to be provided to prospective home purchasers. The materials contain depictions of site plans for Amelia Park, including the Parcel. Below each of the depictions is a statement that depictions are for illustrative purposes only and subject to revision. The Affiant attests that all marketing materials authorized to be provided to home purchasers contained similar language. It is noteworthy that preliminary PUD renderings on record prior to any residential sales in Amelia Park depicted 37 on-street parking spaces along Lake Park Drive and a clear-cut baseball field on the Parcel—a far

more intense permissible use than that currently being proposed (*see* Fernandina Beach Ordinances 92-31 at 52 and 97-129 at 19).

The balance of this memo addresses legal arguments made by Commissioner Ross.

At the June 5 City Commission meeting, Commissioner Ross read a prepared statement in opposition to Ordinance 2018-07 and cited, as legal authority for his position, Policy 6.03.03, Objective 6.05 and Policy 6.06.04 of the City's Comprehensive Plan. Commissioner Ross stated that these subsections of the Comprehensive Plan were the only legal requirements which the proposed Ordinance 2018-07 did not meet. As discussed in detail below, the cited policies do not apply to the Parcel because the policies pertain to, respectively, publicly owned land, land designated as open space on the FLUM, and land available for acquisition by the City. Because the Applicant has otherwise complied with the PUD process and requirements of law, Ordinance 2018-07 should be approved.

- I. Public Recreation Land Policy Not Applicable.** Commissioner Ross quoted Comprehensive Plan Policy 6.03.03 which states: "the City shall have a no net loss policy for recreation facilities." The entirety of section of 6.03 of the Comprehensive Plan pertains to *public* parks. The section is entitled: "OBJECTIVE 6.03. PARKS AND RECREATION *FACILITY MANAGEMENT*" (emphasis added). Section 6.01.01 incorporates, by reference, the 2015 Parks and Recreation Masterplan into the Comprehensive Plan. The Parks and Recreation Masterplan does not include private lands in its definitions of Parks and Recreation facilities. *See* Fernandina Beach Parks and Recreation Masterplan 2015 Section 2.3 at p. 22, referring to YMCA and other private and state-owned facilities, and stating that the city prefers to provide public parks and recreation facilities through City-owned facilities. *See* also City of Fernandina Beach Comprehensive Plan Policy 6.02.06, and Fernandina Beach 2015 Parks and Recreation Masterplan at page 37, stating that calculation of [12 acres] of parks land [to every 1,000 City residents] is using *City-owned parks and recreation land* (emphasis added).

The policies of Section 6.03 of the Comprehensive Plan apply to land managed by the City. Included in the requirements of Policy 6.03 is a policy regarding the amount of fertilizer to be utilized by the parks maintenance department (Policy 6.03.07), the use of native plants in park plantings (Policy 6.03.06), and the use of energy efficient vehicles by the

Parks and Recreation vehicle fleet (Policy 6.03.09). Application of this section to private land would result in a ludicrous—and in this case, unlawful—result.

The Parcel is private land, owned and operated by a private nonprofit. Since its inclusion in the PUD in 1992, the parcel is and has been private and has continuously been maintained by private entities. Because the parcel is private land, it is not subject to the no-net-loss policy within the Public Parks section of the Comprehensive Plan. As presented to the Board at the April 17 and June 5 Commission meetings, the requested amendment actually results in a *net increase* of preserved open space and passive park space available to the neighborhood, because now-private land will be assigned greenspace transects for the first time and passive park space and buffers will be deeded to the Amelia Park Neighborhood Association (“APNA”) as part of the development agreement between the Developer and the APNA (*see* proposed Ordinance 2018-07, at 3 and 6).

- II. Open Space not Designated or Required by FLUM.** Objective 6.05 was the second provision of the Comprehensive Plan cited by Commissioner Ross. Section 6.05 contains provisions pertinent to both public and private land, and land designated open space on the FLUM. Objective 6.05 states:

“Open spaces shall be protected within urbanized areas for their aesthetic, health, environmental, and economic benefits. The City shall continue to maintain standards *in its land development regulations* for the provision and maintenance of open space in the community, including in private developments and publicly owned lands” (emphasis added).

The Parcel is private land and was never assigned an open space designation on the FLUM. It is not subject to any land development regulations which require it to be open space. Other land within the PUD has been assigned conservation transects, preserve transects, and the like. See Amendment to Amelia Park PUD dated September 5, 2006, Fernandina Beach CU 2006-45 at page 4 “Regulating Plan” assigning Rural Preserve, Rural Reserve, and Civic Space Preservation Transects. The regulatory process for transect assignment requires that the current owner consent to the City assigning such a designation, and the Parcel owner has not so consented.

Not only does the requested amendment not violate any open space LDC or zoning requirement, it actually results in a net increase in preserve space on the parcel and in Amelia Park as a whole, as has been presented at the April 17 and June 5 Commission meetings. Accordingly, Policy 6.05 does not prohibit approval of the Ordinance.

- III. Parcel not Available for Sale.** Policy 6.06.04 is the last Comprehensive Plan policy cited in Commissioner Ross' statement in opposition. The subsection cited by the Commissioner appears in Section 6.06, which pertains to City acquisition of land for public parks and recreation space and is appropriately entitled, "Land Acquisition." The main heading of this policy states: The City shall maintain a program to continually evaluate the *potential purchase of land* for parks, recreation, conservation, and open space needs, and *shall identify and map potential land for acquisition as recreation or open space*" (emphasis added). Commissioner Ross cited section 6.06.04, and read only the first sentence of the section. If read in its entirety, it is clear that the subsection is a policy to be applied to lands acquired by the City. Policy 06.06.04 states:

Whenever possible, recreational sites should be established with active and passive uses to provide both recreational facilities and to ensure preservation or conservation of environmentally sensitive lands. The City shall identify those recreational sites containing environmentally sensitive lands and limit those portions to passive use recreation only; where it is determined that passive recreational use of these lands would not endanger the public health, safety, welfare, or environment.

The parcel in question is privately owned and under contract for sale and is therefore not available for purchase by the City. Impact Fees levied on Amelia Park development to date are substantial, have been paid in full and are required to be fully accounted for by the City. *See* F.S. §163.31801(b). Such amounts include parks and recreation fees which may be used by the City to purchase available land pursuant to Policy 6.06.07.

Because the above-cited evidence in opposition does not apply to the analysis of the Ordinance, we request it be excluded and a finding be made that the requested amendment complies in all material respects with the provisions of the Comprehensive Plan, the Land Development Code, and PUD.

The Amelia Park PUD is both a form of development and a regulatory process. The regulatory process of the PUD is the process undertaken by the City in assigning and approving zoning, density and uses and considering factors which affect property values and public health, safety and welfare (*See* F.S. §§163.3202, 163.3231; Fernandina Beach Ordinance 92-31, at 1-2; City of Fernandina Beach Charter Section 7 (a)(4); *see also* "Planning Implementation Tools, Planned Unit Development," Center for Land Use Education (Nov 2005) *avail at* ftp.wi.gov/DOA/public/comprehensiveplans/ImplementationToolkit/Documents/PUD.pdf).

The Amelia Park PUD, as it has been amended from time to time since its establishment in 1992, allows for a total of 421 residential units (Fernandina Beach Resolution 97-129 at 2). The units were approved after extensive consideration of level of service standards for traffic, fire rescue, police, sewer, water, and waste removal, among others (*See generally*, Fernandina Beach Resolutions 92-31, 97-129, and Fernandina Beach Resolution 2006-45). The total units approved under the PUD is not changing; of the 421 units that the PUD allows, only 387 units have been built or begun. The amendment utilizes 16 of the 34 remaining units. Because the 16 units have already been approved, the current analysis does not include level of service impacts.

The Amelia Park PUD provides for a mix of passive and active uses and more green space and preserve land in relation to residential land than is required by the City's Land Development Code. *See* Fernandina Beach Land Development Code Section 4.03.01 (I)(7) requiring twenty percent nonresidential use as compared with the approximately thirty percent nonresidential use in the Amelia Park PUD.

The creation of the PUD did not vacate the underlying zoning of R-2 and C-1; without further use restrictions through the PUD process, the zoning reverts to the underlying zoning. The requested use is essentially a down-zoning from the current zoning on the site. As noted in the Staff presentation at the June 5 commission meeting, the Parcel is currently zoned R-2 and C-1 and no use transect was ever applied under the PUD (*see, inter alia*, Fernandina Beach Resolutions 92-31, 97-129 and Fernandina Beach Resolution 2006-45).

See Fernandina Beach Resolution 97-129 II 1.(b):

It is agreed and understood that the remaining development of this PUD must be accomplished in accordance with the final development plan to be approved by the CITY in accordance with

such laws, ordinances and regulations as may be in effect at the time of such final development plan approval. *Notwithstanding the foregoing, the parties herein acknowledge that this PUD was adopted by the CITY by Resolution 92-31 as a conditional use which may be abandoned, returning the undeveloped portion of the land to the existing zoning classifications* (emphasis added).

The developer has in all respects complied with the requirements of the 1992 PUD. The proposed amendment would not raise health, safety and welfare concerns. To the contrary, even opponents of the proposed Ordinance acknowledge that Amelia Park is a net contributor to the City in terms of revenues raised and services utilized.

As Commissioner Ross stated, the analysis from the City's perspective is rather narrow. The question is whether the proposed amendment complies with the Comprehensive Plan and Land Development Code. The answer to that question is yes.

Because the Applicant has met the legal requirements of the PUD, the Comprehensive Plan and the Land Development Code, we respectfully request that you make findings of fact consistent with the foregoing and vote for passage of Ordinance 2018-07 on July 3.



CITY OF FERNANDINA BEACH
DEPARTMENT OF PLANNING & CONSERVATION
204 ASH STREET, FERNANDINA BEACH FL. 32034

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To follow the case visit the City's website at
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O'KEEFE JOHN W
1 HARRISON CREEK RD
FERNANDINA BEACH FL 32034



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AP LAKESIDE LLC
228 CLATTER BRIDGE RD
PONTE VEDRA FL 32081



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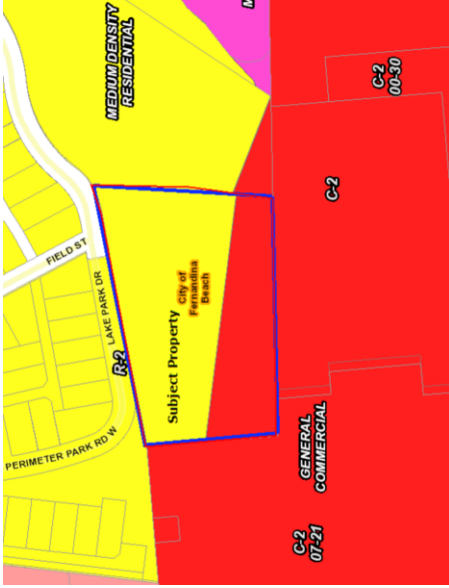
ROBERTS PATTY D
1509 LAKE PARK DRIVE
FERNANDINA BEACH FL 32034

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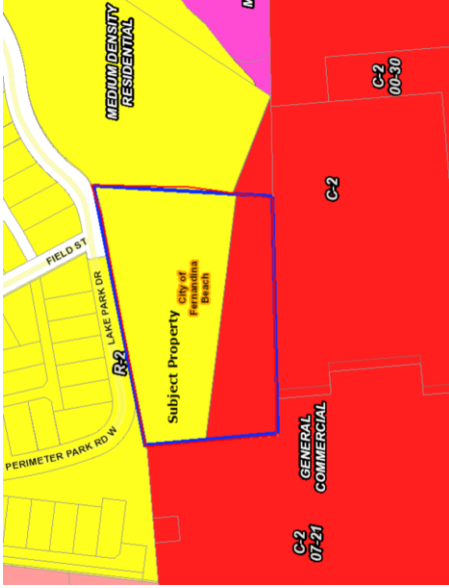


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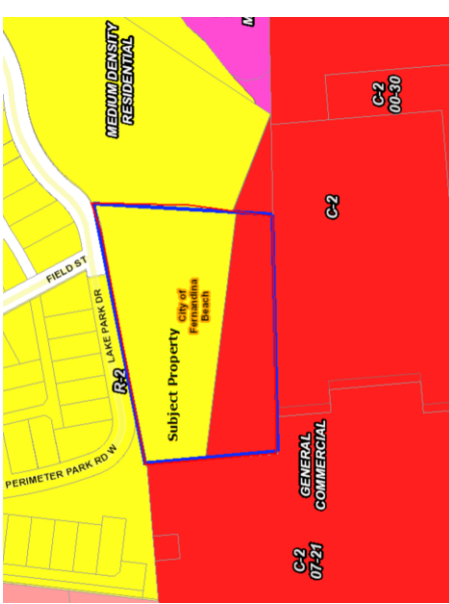


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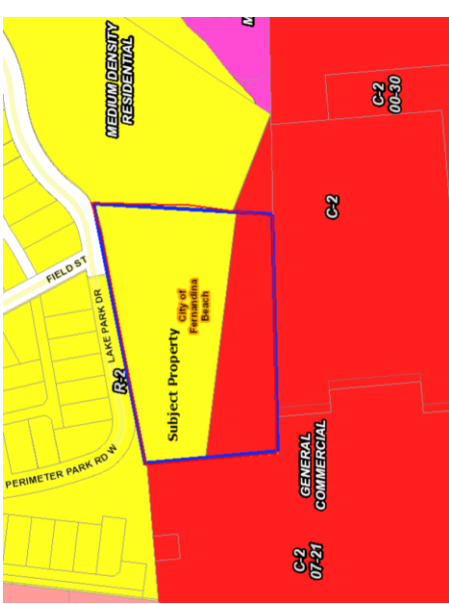


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GILTMIER MICHELE D
1512 GARDENIA STREET
FERNANDINA BEACH FL 32034



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WHITEHEAD CONNY RAY & FRANCES
1517 LAKE PARK DRIVE
FERNANDINA BEACH FL 32034



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HERZOG JANE A
1521 LAKE PARK DR
FERNANDINA BEACH FL 32034



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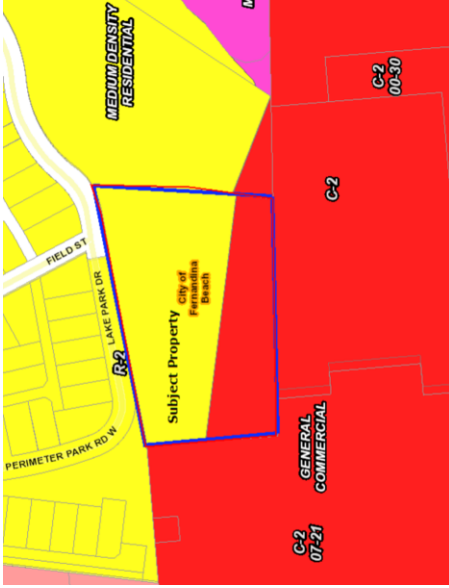
WASHBURN KATHLEEN
1609 LAKE PARK DRIVE
FERNANDINA BEACH FL 32034

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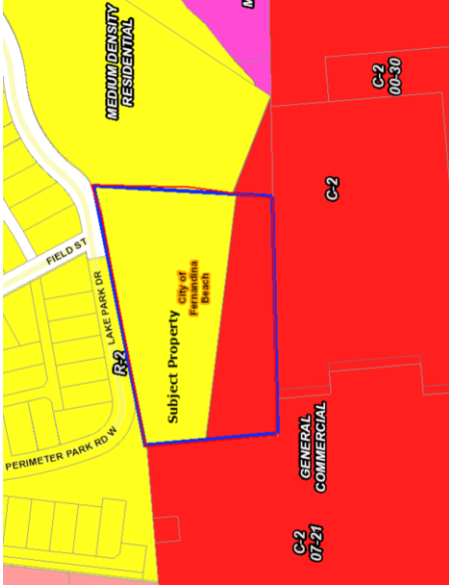


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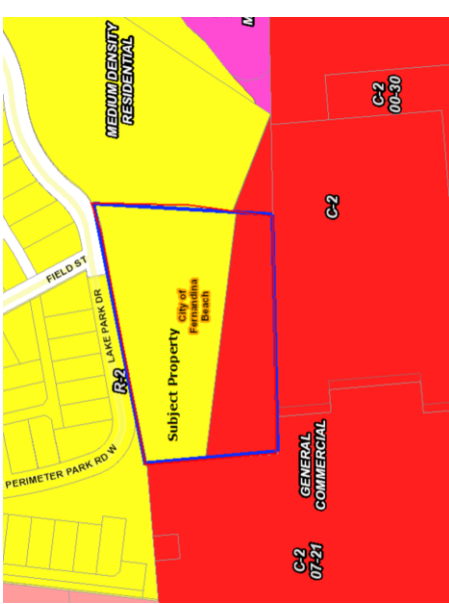


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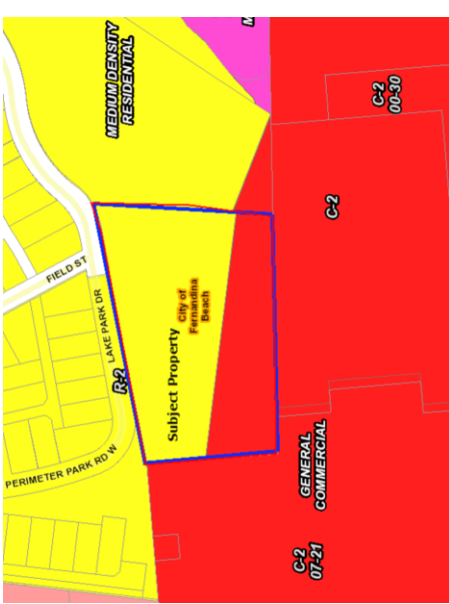


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CRAWFORD RICHARD A & KIMBERLY
1613 LAKE PARK DRIVE
FERNANDINA BEACH FL 32034



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CRENSHAW PAMELA H
1708 FIELD ST
FERNANDINA BEACH FL 32034



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204 ASH STREET, FERNANDINA BEACH FL. 32034

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A public hearing has been scheduled to consider an application for a Final Plat- Amelia Park Lakeside of 16 dwelling units within the Amelia Park planned unit development (PUD) (PAB Case# 2019-04).

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Planning Advisory Board**

**at 5:00 PM on Wednesday, April 10, 2019
in the City Commission Chambers located
at 204 Ash Street, Fernandina Beach, Florida.**

Property information may be located at
www.nassauflpa.com.

To follow the case visit the City's website at
www.fbi.fl.us or call (904) 310-3480.

WAAS BETTY T L/E
1712 FIELD STREET
FERNANDINA BEACH FL 32034



CITY OF FERNANDINA BEACH
DEPARTMENT OF PLANNING & CONSERVATION
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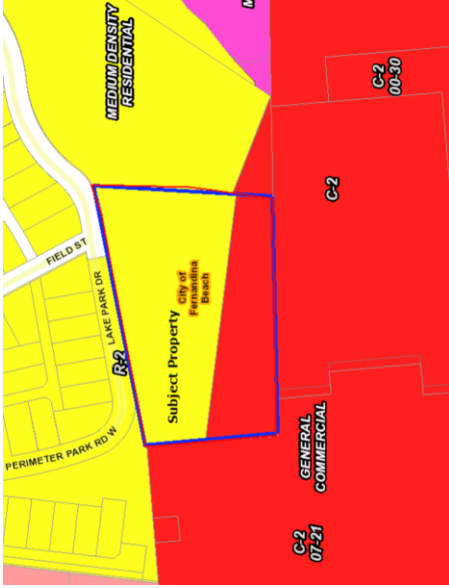
MASON JOHN W & PATRICIA C
1717 GEDES LN
FERNANDINA BEACH FL 32034

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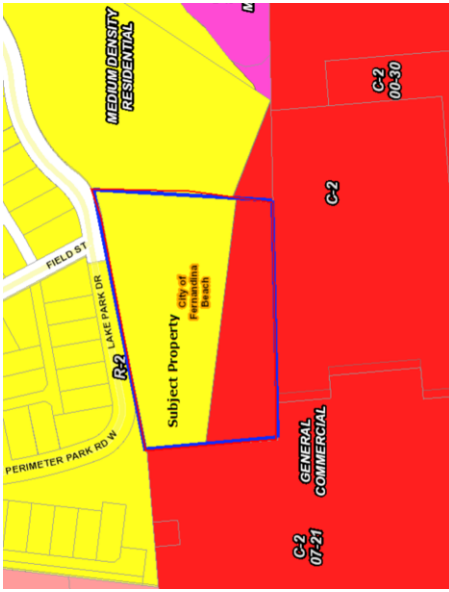


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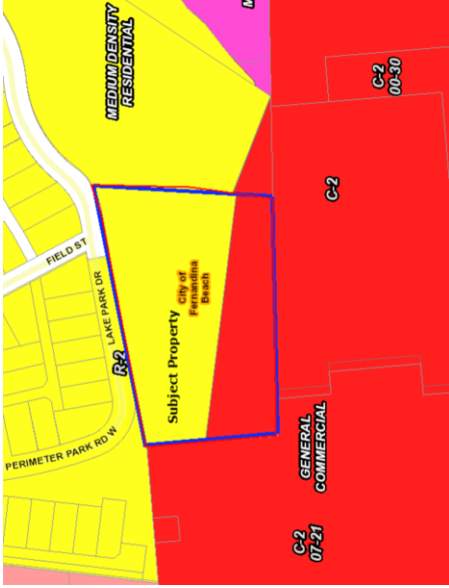


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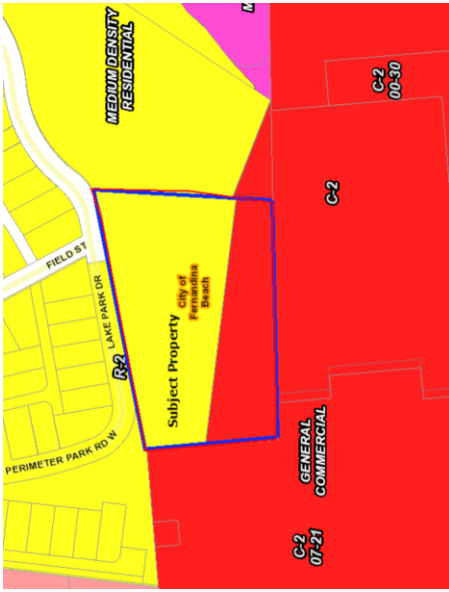


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TURADAWN M
1717 LAKE PARK DR
FERNANDINA BEACH FL 32034



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RYAN NANCY ANN
1766 FIELD STREET
FERNANDINA BEACH FL 32034



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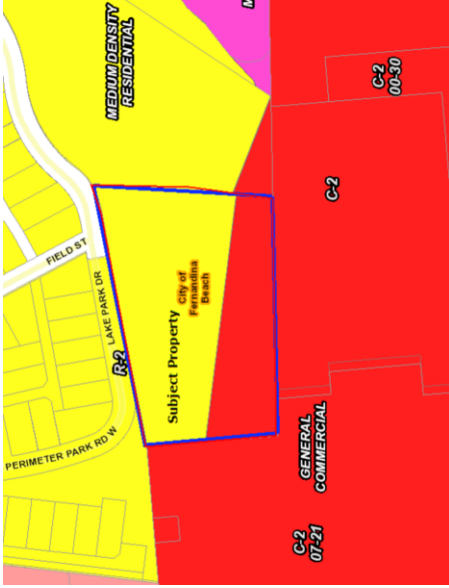
MULLINS JUDITH ANN
1845 HOMETOWN DR
FERNANDINA BEACH FL 32034

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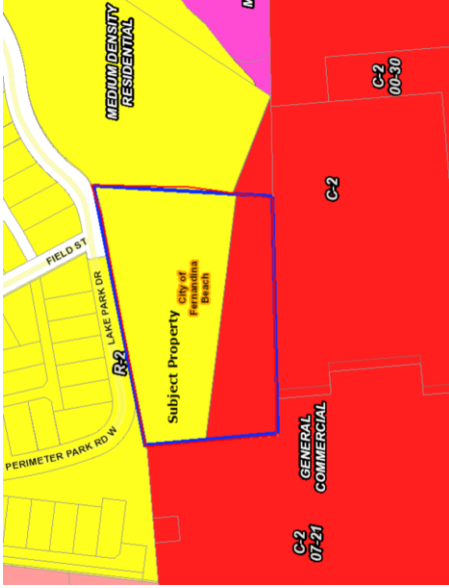


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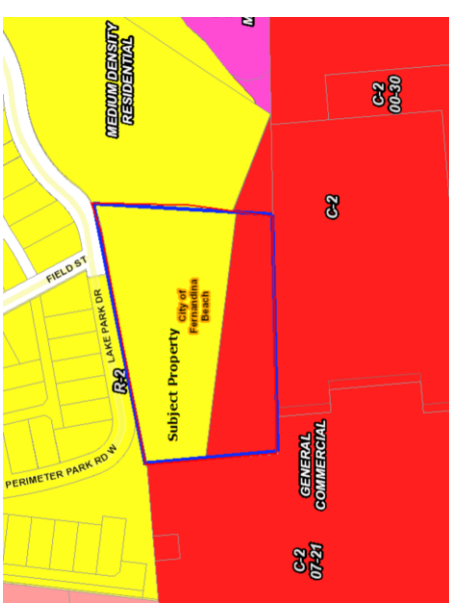


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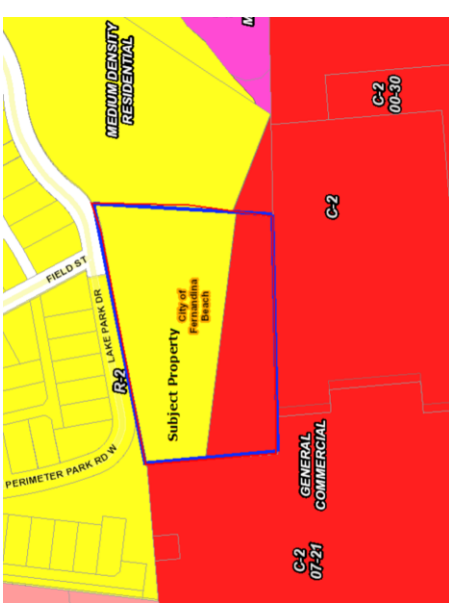


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RUARK MARY W REVOCABLE TRUST
1877 FLOYD STREET
FERNANDINA BEACH FL 32034



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DONINI JOSEPH V L/E
1900 PERIMETER PARK RD W
FERNANDINA BEACH FL 32034



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GUANDOLO GREGORY J & SALLY J
1904 PERIMETER PARK ROAD
FERNANDINA BEACH FL 32034



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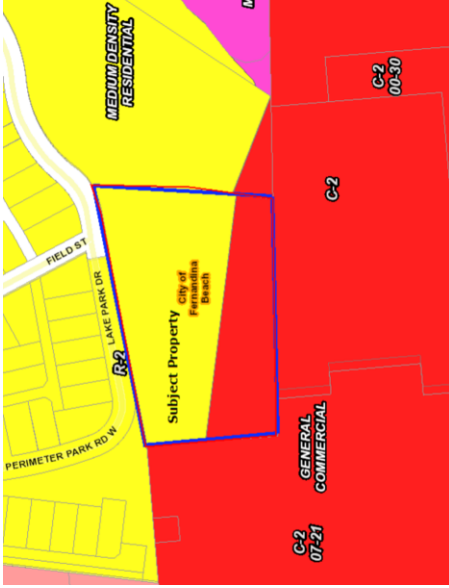
SCHOENING DAVID A & JENNIFER L
1905 FIELD STREET
FERNANDINA BEACH FL 32034

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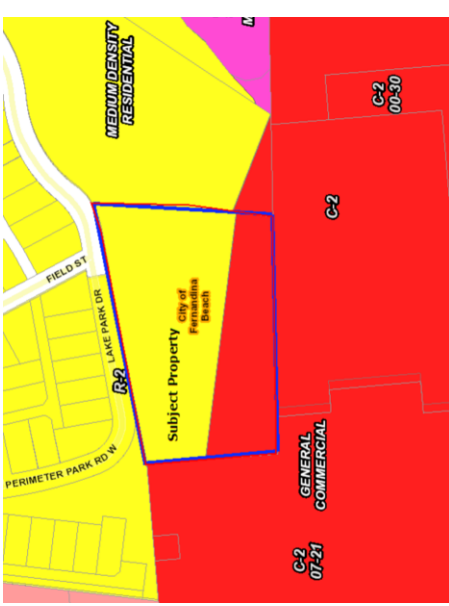


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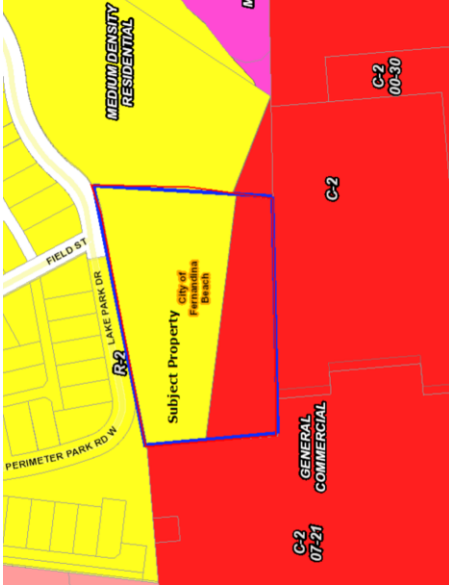


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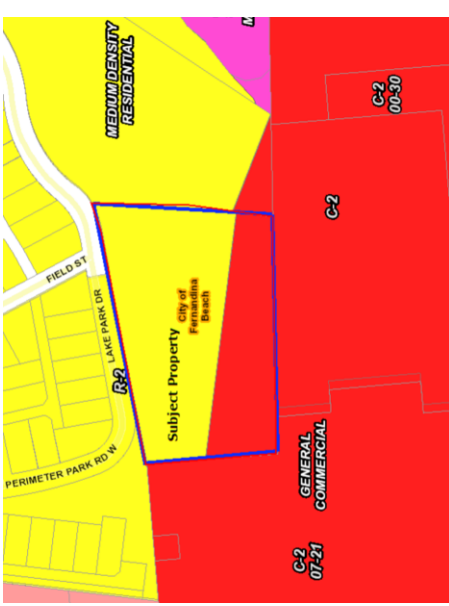


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WOLESHTIN SHAUNT & JANALLE K
1905 PERIMETER PARK RD W
FERNANDINA BEACH FL 32034



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MUTHERSBAUGH JEFFREY E & MARYAN
1913 PERIMETER PARK RD W
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NEDELICU BOGDAN & DANA
1917 PERIMETER PARK RD
FERNANDINA BEACH FL 32034



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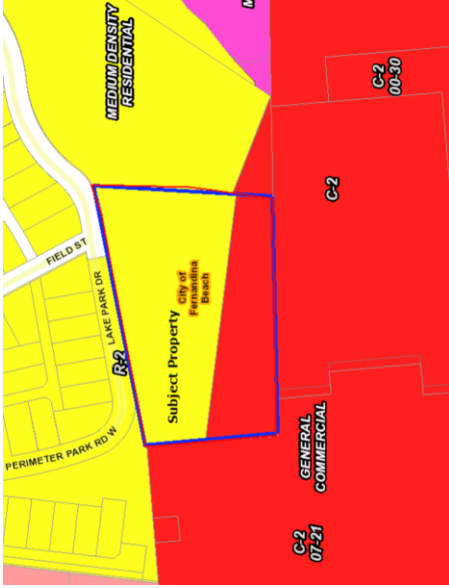
ROBKEN LLP
1947 CITRONA DRIVE
FERNANDINA BEACH FL 32034

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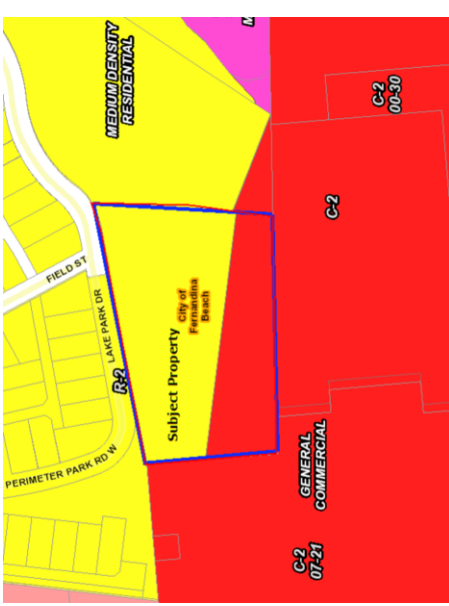


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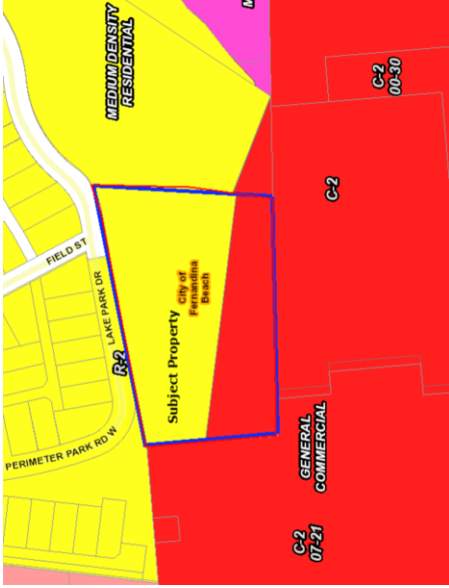


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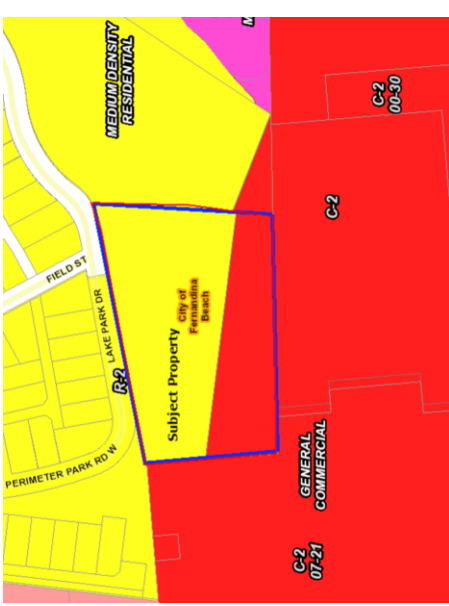


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DEPARTMENT OF PLANNING & CONSERVATION
204 ASH STREET, FERNANDINA BEACH FL. 32034

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Property information may be located at www.nassauflpa.com.

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1000 HIGHWAY 98 EAST CORP
10800 NW 106TH ST # 6
MEDLEY FL 33178



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AITKEN JOHN W TRUSTEE &
AITKEN BARBARA M TRUSTEE, AITKEN
LIVING TRUSTAITKEN LIVING TRUST
AITKEN LIVING TRUST
1601 LAKE PARK DR
FERNANDINA BEACH FL 32034

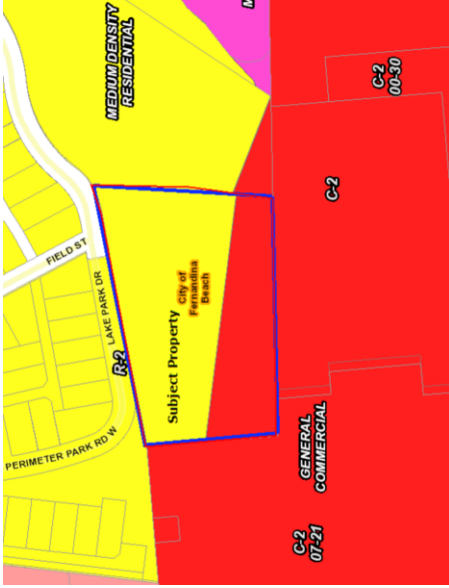
SEAVIEW CUSTOM HOMES LLC
9471 BAYMEADOWS ROAD SUITE
#103SUITE #103
SUITE #103
JACKSONVILLE FL 32256

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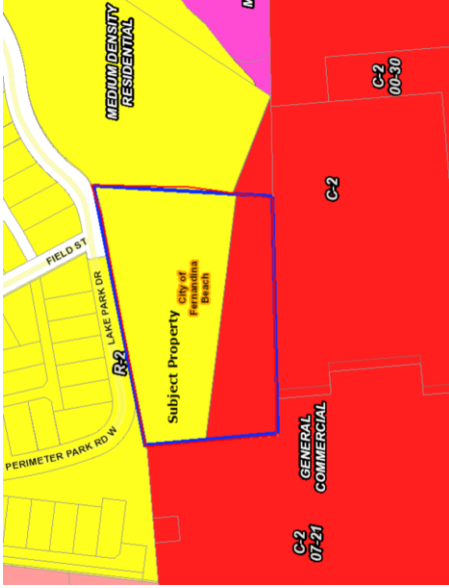


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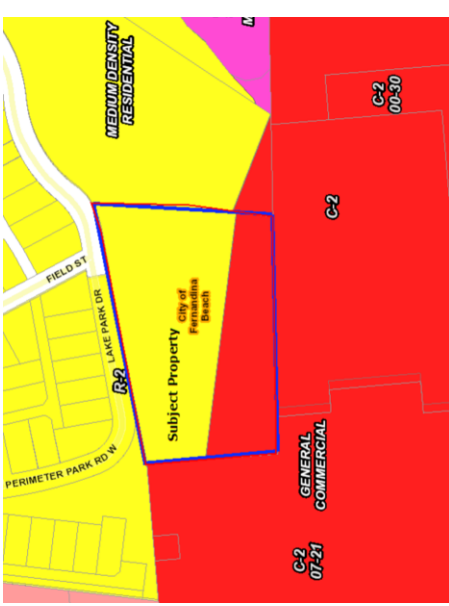


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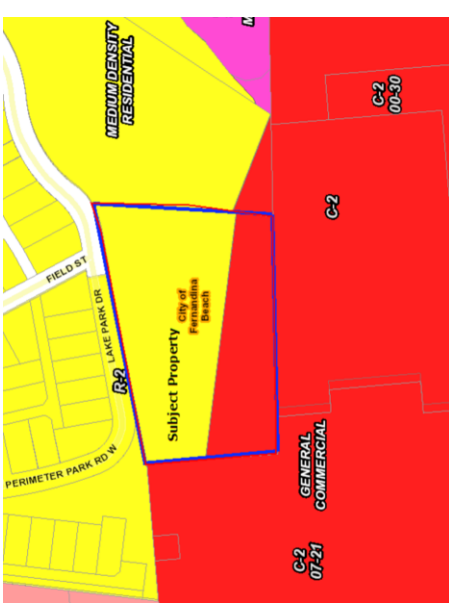


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AMELIA PARK NEIGHBORHOOD
ASSOCIATION INC C/O AMELIA ISLAND
MANAGEMENT C/O AMELIA ISLAND
MANAGEMENT
C/O AMELIA ISLAND MANAGEMENT
5440 FIRST COAST HIGHWAY
FERNANDINA BEACH FL 32034



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SPICER MICHAEL W &
BECK CAROL L (H&W) 1417 SADLER
ROAD #2731417 SADLER ROAD #273
1417 SADLER ROAD #273
FERNANDINA BEACH FL 32034



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ISLAND WALK STATION LLC
C/O PHILLIPS EDISON & CO 11501
NORTH LAKE DRIVE 11501 NORTH LAKE DR
11501 NORTH LAKE DR
CINCINNATI OH 45249



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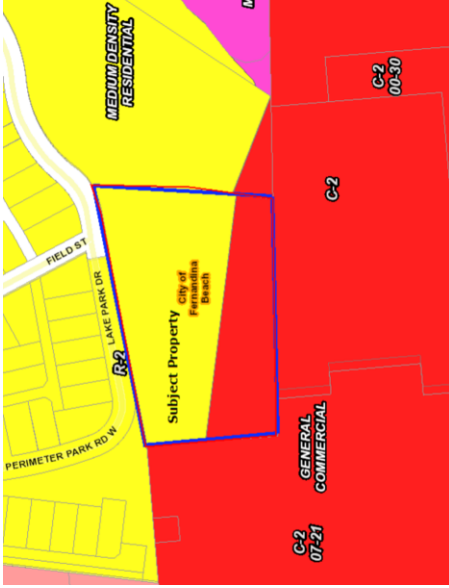
BUCKLEY ROBERT B TRUST &
CANNON HOPE TRUST (T/W) 1525 LAKE
PARK DRIVE 1525 LAKE PARK DR
1525 LAKE PARK DR
FERNANDINA BEACH FL 32034

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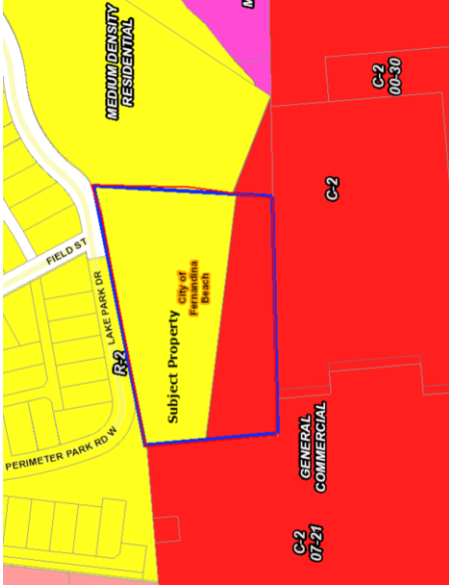


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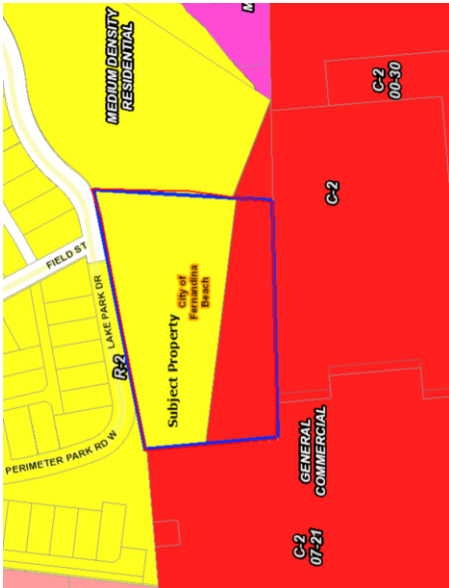


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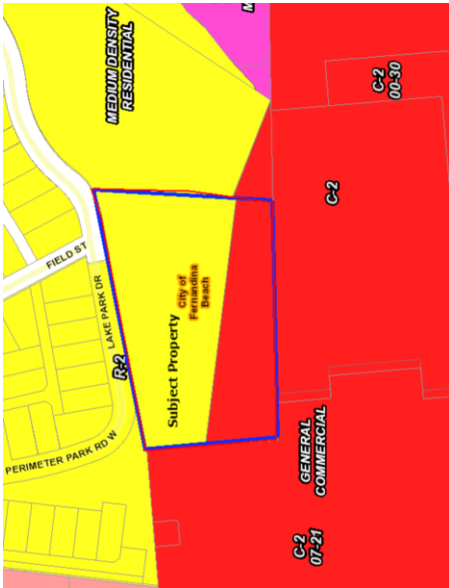


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BERRY JIMMY F & LINDA J
CO-TRUSTEES OF JIMMY F & LINDA
BERRY REVOCABLE LIVING
TRUSTS
BERRY REVOCABLE LIVING TRUSTS
1513 LAKE PARK DRIVE
FERNANDINA BEACH FL 32034



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RIVERSIDE HOMES OF NORTH
FLORIDA INC 12276 SAN JOSE BLVD STE
1201
12012276 SAN JOSE BLVD STE 120
12276 SAN JOSE BLVD STE 120
JACKSONVILLE FL 32236



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DUFFY ROBERT P &
FOSHEE-DUFFY MARCIA L 1501 LAKE
PARKE DR 1501 LAKE PARKE DR
1501 LAKE PARKE DR
FERNANDINA BEACH FL 32034



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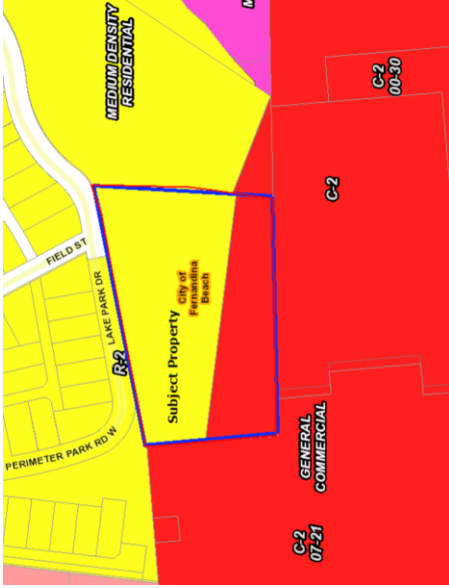
GLASSBRENNER RICHARD L/E &
GLASSBRENNER PATRICIA(H&W)/E
1516 GARDENIA ST 1516 GARDENIA ST
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FERNANDINA BEACH FL 32034

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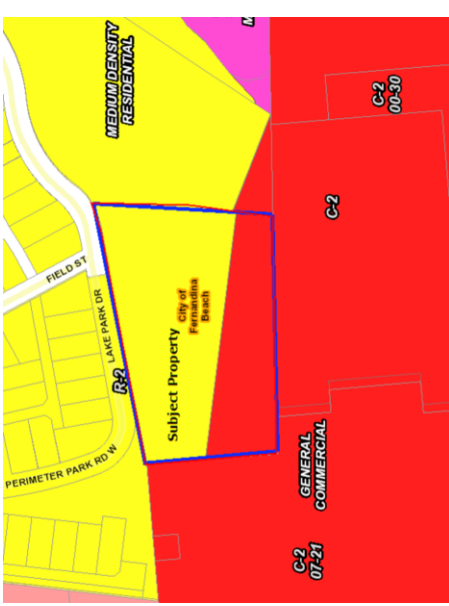


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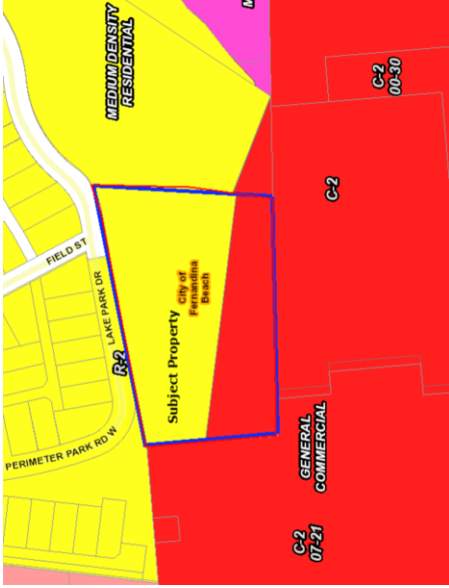


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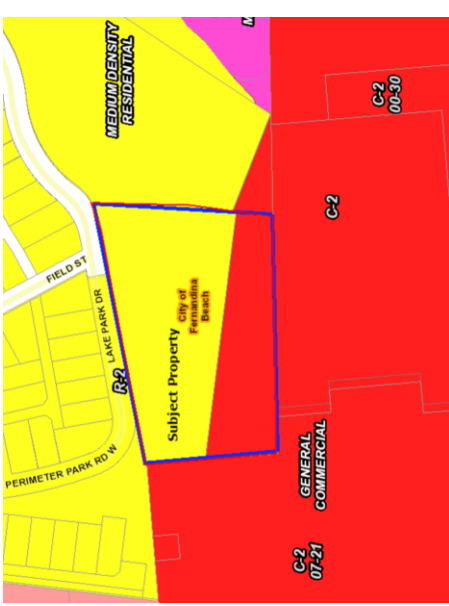


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Property information may be located at
www.nassauflpa.com.

To follow the case visit the City's website at
www.fbi.fl.us or call (904) 310-3480.

SNOWDEN BARBARA L/E
MICHAEL J G & LAURAL JOMANT C/O
PO BOX 17229C/O PO BOX 17229
C/O PO BOX 17229
FERNANDINA BEACH FL 32035

EGMONT PROFESSIONAL PARK
PROPERTY OWNERS ASSOC INC &
AMELIA PARK NEIGHBORHOOD
ASSOC
AMELIA PARK NEIGHBORHOOD
ASSOC
AMELIA PARK NEIGHBORHOOD ASSOC
PO BOX 1987
YULEE FL 320411987



CITY OF FERNANDINA BEACH
DEPARTMENT OF PLANNING & CONSERVATION
204 ASH STREET, FERNANDINA BEACH FL. 32034

NOTICE OF PUBLIC HEARING

A public hearing has been scheduled to consider an application for a Final Plat- Amelia Park Lakeside of 16 dwelling units within the Amelia Park planned unit development (PUD) (PAB Case# 2019-04).

The case will be heard by the Planning Advisory Board

**at 5:00 PM on Wednesday, April 10, 2019
in the City Commission Chambers located
at 204 Ash Street, Fernandina Beach, Florida.**

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POLING JOYCE B TRUSTEE
OF JBP TRUST 2656 E 2ND STREET 2656 E
2ND STREET
2656 E 2ND STREET
BLOOMINGTON IN 47401

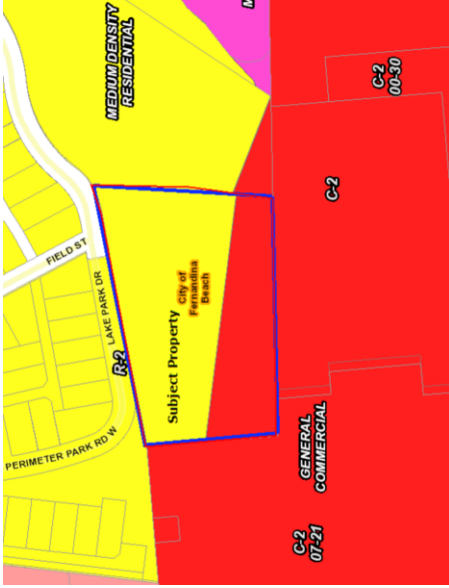
KAUFMAN MARK A & DONNA PAZ
TRUSTEES OF MARK A & DONNA P
KAUFMAN LIVING REVOCABLE
TRUST
KAUFMAN LIVING REVOCABLE
TRUST
KAUFMAN LIVING REVOCABLE TRUST
1716 RUSKIN LANE
FERNANDINA BEACH FL 32034

NOTICE OF PUBLIC HEARING

The subject property considered at this hearing is located on the south side of Lake Park Drive. The property may be identified by Parcel ID Number: 29-3N-28-0000-0003-0090. The identified property totals approximately 4.42 acres of land.

Following the PAB hearing, the City Commission will consider a resolution to approve the Final Plat request at a scheduled and noticed regular meeting 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 hearing should contact 310-3100, TTY 711, (TTY number for all City offices) 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, they 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.

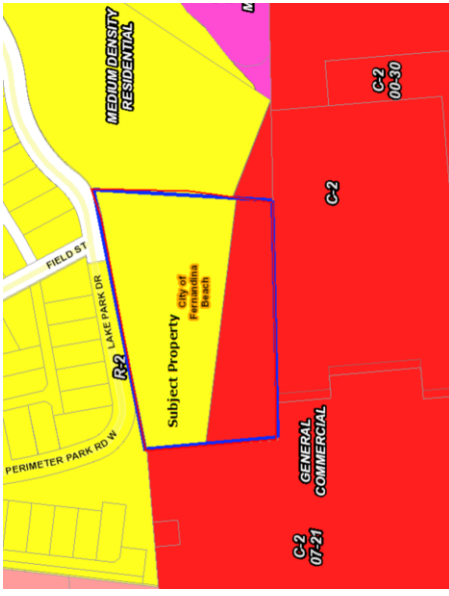


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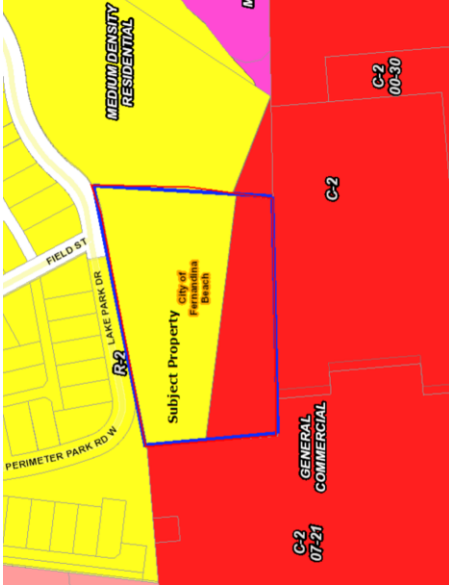


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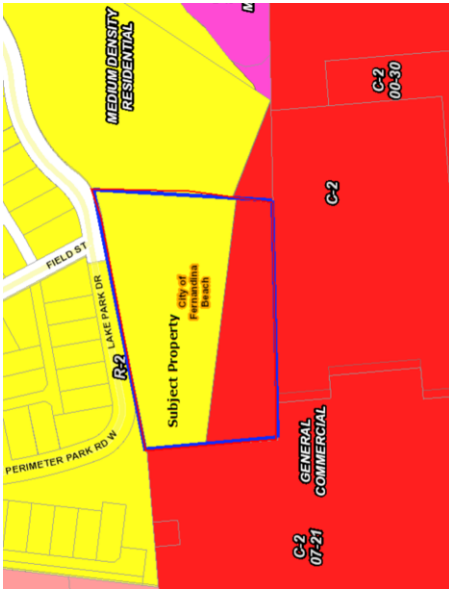


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**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
APRIL 10, 2019**

1. CALL TO ORDER – 5:00PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Wayne Peterson
Richard Clark
Donna Lewis (Alt 1)*

*Frank Santry (Chair)
Greg Roland – arrived at 5:12
Jenny Schaffer (Alt 2)*

MEMBERS ABSENT:

Mark Bennett

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

In Member Bennett and Member Roland's absence, Chair Santry seated both alternates as voting members, noting that Member Roland would likely arrive late, at which point, Member Lewis (Alternate 1) would remain seated.

2. APPROVAL OF MINUTES

2.1 March 13, 2019 Regular Meeting

ACTION TAKEN: There being no objections, Chair Santry approved the minutes as presented.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE (LDC) AMENDMENT - ACCESSORY DWELLING UNITS FOR RENT - ORDINANCE 2018-40 AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 1.07.00 (DEFINITIONS); 2.03.02 (TABLE OF LAND USES); 5.01.03 (ACCESSORY STRUCTURES); 5.01.04 (ACCESSORY DWELLING UNITS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to address requirements for accessory dwelling units.*

Roland approve as amended by staff second lewis

Chair Santry passed the gavel to Member Roland in order to make an amendment to the motion.

Santry proposed amendments. **LISTEN TO TAPE** ask Kelly amend to read per the citys comp plan policy detached accessor permiss in all residential 1.06.05

Santry amendment motion, second lewis

Eliminate permissible use in I-W.....ask Kelly??? Amend table, footnotes

4. NEW BUSINESS

- 4.1 **FINAL PLAT APPROVAL - AMELIA PARK LAKESIDE - RESOLUTION 2019-__APPROVING FINAL PLAT, PAB CASE 2019-04 TITLED “AMELIA PARK LAKESIDE”; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled “Amelia Park Lakeside” as a final plat.***

Miriam Hill, representative to the applicant, was present and provided information and details specific to the request.

Robert Duffy, 1501 Lake Park Drive, resident of Amelia Park, stated that he does not have any objections to the plat as presented but presented several questions.

Michael Antonopoulos, developer of the property, 228 Clatter Bridge Road, provided answers to Mr. Duffy’s questions and made clarifications for the record. He remained at the podium to respond to questions from the Board.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to recommend approval of PAB case number 2019-04 to the City Commission requesting that a Final Plat for the Amelia Park Lakeside subdivision be approved and that PAB case 2019-04, as presented, is sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

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

Member Peterson:	Nay
Member Lewis:	Aye
Member Clark:	Aye
Member Roland:	Aye
Chair Santry:	Nay

Motion passed.

- 4.2 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-05): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY THE REFERENCE DOCUMENT SPECIFIC TO AIRPORT DESIGN STANDARDS AS CONTAINED SECTION 4.02.03 AIRPORT ARCHITECTURE AND BUILDING DESIGN STANDARDS FOR DEVELOPMENT ON THE AIRPORT.**

Nathan Coil,

Clark motion to postpone, second roland.
Motion passed by unanimous voice vote.

Item postponed to the May 8th regular meeting.

- 4.3 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-06): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY REQUIREMENTS FOR TELECOMMUNICATION FACILITIES WITHIN SECTION 7.01.02 FACILITIES IN PUBLIC RIGHTS-OF-WAY AND SECTION 6.01.00 TELECOMMUNICATION FACILITIES LOCATED OUTSIDE OF PUBLIC RIGHTS-OF-WAY.**

Postponed to may 8

- 4.4 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Jon Lasserre, 960185 Gateway Blvd, spoke against the proposed amendments.

Jon Cotner, 1627 Atlantic Ave, suggested that passing the amendments would have huge implications.

James Pozzetta, architect, 103 S. 18th Street, echoed Mr. Cotners remarks, and spoke against the amendments.

Doug Rosell, 524 Tarpon Ave, spoke in support of the height limit.

The Board agreed to schedule a workshop to further discuss the proposed amendments.
Lewis motion to schedule workshop for 4.4 and 4.5, second clark.

- 4.5 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-08): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR MEASUREMENT OF BUILDING HEIGHT FROM APPROVED FINISHED GRADE TO AVERAGE NATURAL GRADE IN SECTION 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AND REFERENCES FOR CALCULATION OF BUILDING HEIGHT AS CONTAINED IN SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND 8.01.02 (D) AMELIA RIVER WATERFRONT CRA.

To schedule workshop.

- 4.6 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-09): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.01.04 REMOVAL AND VACANCIES OF BOARD MEMBERS TO LIMIT MEMBER ABSENCES TO NO GREATER THAN TWO CONSECUTIVE REGULAR BOARD MEETINGS AND SETTING AN AUTOMATIC VACATION OF THE MEMBER'S SEAT.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland to approve

Santry amend to add phrase at beginning of each A, B, & C to read 'except as provided in LDC 9.02.02,' and D

- 4.7 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-10): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS SPECIFIC TO AUTOMATED TELLER MACHINES BY AMENDING SECTION 1.07.00 ADDING ACRONYMS AND DEFINITIONS, ESTABLISHING STANDARDS WITHIN THE HISTORIC DISTRICT OVERLAY IN SECTION 8.01.01 AND THE CERTIFICATE OF APPROVAL MATRIX CONTAINED IN SECTION 8.03.03 AND MODIFYING SECTION 6.03.02 REFERENCE TO "AUTOMATED TELLER MACHINES."

Approved as presented
First Roland, second Clark

DRAFT

5. BOARD BUSINESS

Chair Santry updated the Board on his discussion with City Manager Martin regarding the need for as built surveys and funding to acquire additional staff in order to enforce construction is built according to plans as approved.

6. STAFF REPORT

- 1. Upcoming EAR Workshops: - Tuesday, April 23
Thursday, April 25
Monday, April 29
Tuesday, April 30**

2. Update on FLUM Amendments

Ms. Gibson provided an update.

7. PUBLIC COMMENT

8. ADJOURNMENT – 8:32

Samantha Rogic, Recording Secretary

Frank Santry, Chair

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-85
Option to Purchase Agreement Amendment - The Episcopal Church of the Diocese of Florida, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-85

SYNOPSIS: In January 2019, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of 2 parcels of vacant land totaling 1.58 and 5.5 acres east of North 11th Street and South of Dade Street.

On March 5, 2019, the City Commission approved the Option to Purchase Agreement with The Episcopal Church in the Diocese of Florida, Inc. for 5.5 acres. The property owner, The Episcopal Church in the Diocese of Florida, Inc., has asked for an amendment to the Option to Purchase Agreement to change the property name from "Bishop John Freeman Young and Samuel Johnson Howard Park" to "Bishop John Freeman Young Park".

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-85.

Tammi E. Bach, City Attorney 5/3/2019

Dale Martin, City Manager 5/10/2019

Date: May 01, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE OPTION TO PURCHASE AGREEMENT WITH THE EPISCOPAL CHURCH IN THE DIOCESE OF FLORIDA, INC. FOR ONE PARCEL OF VACANT LAND EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET FOR THE PURPOSE OF CHANGING THE PERPETUAL NAMING RIGHTS PROVISION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in January 2019, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of 2 parcels of vacant land totaling 1.58 and 5.5 acres east of North 11th Street and South of Dade Street; and

WHEREAS, on March 5, 2019, the City Commission approved the Option to Purchase Agreement with St. Peter's Episcopal Church for 5.5 acres; and

WHEREAS, the property owner, St. Peter's Episcopal Church has asked for an amendment to the Option to Purchase Agreement to change the property name from "Bishop John Freeman Young and Samuel Johnson Howard Park" to "Bishop John Freeman Young Park".

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 requested amendment to the Option to Purchase Agreement with The Episcopal Church in the Diocese in Florida, Inc., attached hereto as Exhibit "A", and the City Commission agrees to name the property, "Bishop John Freeman Young Park."

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute both Option Agreements, after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 21st day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

LAW OFFICES

FOERSTER, ISAAC AND YERKES, P.A.

2468 ATLANTIC BOULEVARD
JACKSONVILLE, FLORIDA 32207

EMINENT DOMAIN TRIAL PRACTICE
PERSONAL INJURY AND
WRONGFUL DEATH TRIAL PRACTICE

DAVID W. FOERSTER
dfoerster@fiyattorneys.com

FRED C. ISAAC
fisaac@fiyattorneys.com

ROBERT S. YERKES
ryerkes@fiyattorneys.com

TELEPHONE
(904) 396-1900

OR
(904) 346-3160

TOLL FREE
1-888-655-8281

FACSIMILE
(904) 348-0921

E-MAIL
FIY@FIYATTORNEYS.COM

April 17, 2019

Marc Hudson
Land Protection Director
2038 Gilmore Street
Jacksonville, Florida 32204

Re: Option Agreement for Sale and Purchase between The Episcopal Church
in the Diocese of Florida, Inc. and the City of Fernandina Beach

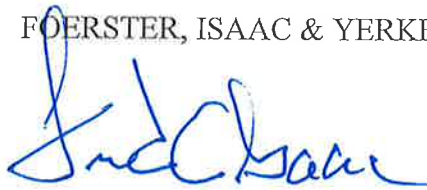
Dear Mark:

Enclosed is an Option Agreement for Sale and Purchase, which has been duly executed by Bishop Howard. Please note Paragraph 23, which includes a Perpetual Naming provision. The Agreement is identical to the one you last sent me except Paragraph 23.

We would appreciate it very much if you would send us a copy of your most recent appraisal on this property. Should you have any questions, do not hesitate to call.

Very truly yours,

FOERSTER, ISAAC & YERKES, P.A.



Fred C. Isaac

FCI/laf
Enclosure

OPTION AGREEMENT FOR SALE AND PURCHASE

Jacksonville
GH

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is dated and effective as of 3 April, 2019 (the "Effective Date"), by and between The Episcopal Church in the Diocese of Florida, Inc., having an address of 325 Market Street, ~~Fernandina Beach~~, FL 32202 (the "Seller"), and the City of Fernandina Beach, having an address of 204 Ash Street, Fernandina Beach, FL 32034 (the "Purchaser").

WHEREAS, Seller is the owner of certain real property located in Fernandina Beach, Nassau County, Florida more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property"); and

WHEREAS, the execution of this document by the City Manager was approved by a majority vote of the Commission of the City of Florida on March 5, 2019, as per resolution #2019-44 attached as Exhibit C;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to receive from Seller, and Seller is willing to grant to Purchaser, the option to purchase all right, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the Option Payment (as hereafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Grant of Option. For a period of six (6) months (as the same may be extended from time to time by written agreement of the parties, the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the date which is six calendar months after the Effective Date, Seller hereby grants to Purchaser the exclusive, assignable right and option to purchase the Property (the "Option"), in accordance with the provisions of this Agreement. Purchaser may, in its sole discretion, exercise the Option at any time during the Option Period by providing Seller with notice in accordance with paragraph 13 (the "Option Exercise Date"). In the event that Purchaser fails to exercise the Option during the Option Period, this Agreement shall terminate without further action of the parties, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).
2. Option Payment. In consideration of Seller agreeing to grant the Option, Purchaser shall make a non-refundable payment of One Hundred and No/100 Dollars (\$100.00) in certified

funds made payable to the order of Seller or by wire transfer to Seller (the "Option Payment") within ten (10) days of the Effective Date.

3. Purchase Price. Subject to credits, adjustments and prorations in this Contract, the total purchase price for the Property is THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000.00). The Purchase Price shall be paid by Buyer to Seller in the following manner: At Closing (as hereafter defined), Purchaser shall pay the Purchase Price in certified funds made payable to the order of Seller or by wire transfer to Seller, subject to (a) adjustments as provided in paragraph 8 and (b) credit for application of the Option Payment.

4. Environmental Site Assessment. Within ninety (90) days of the Option Exercise Date or at any time prior thereto (the "Inspection Period"), Purchaser shall obtain, at its sole cost and expense, and forthwith provide to seller, an environmental site assessment of the Property ("ESA") to determine the existence and extent, if any, of any Hazardous Materials (as hereafter defined) on or affecting the Property, and shall provide Seller with a true and correct copy of the ESA. In the event that the ESA confirms the presence of Hazardous Materials, either Seller or Purchaser may, in its sole discretion, terminate this Agreement for environmental matters by providing written notice to the other party prior to the expiration of the Inspection Period or within thirty (30) days of the Purchaser's delivery of the ESA to Seller, whichever occurs first (the "ESA Notice Period"), in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).

As used herein, "Hazardous Materials" means any hazardous waste, hazardous substance, or hazardous material, as defined under any Environmental Law, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. As used herein, "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, material containing or producing polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now in effect.



5. Survey and Title. During the Inspection Period or at any time prior thereto, Purchaser shall obtain, at its sole cost and expense, and upon receipt of same shall forthwith provide Seller with true and correct copies of an ALTA survey of the Property from a certified professional surveyor licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Survey") and upon receipt of same shall forthwith provide Seller, and an ALTA title insurance commitment relative to the Property for an owner's policy of title insurance, including copies of all documents identified as Schedule B exceptions (the "Title Commitment"), from a title insurance company licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Title Company") and upon receipt of same shall forthwith provide Seller. If the Survey or Title Commitment discloses any matter(s) including, without limitation, defects in title which are not acceptable to Purchaser, in its sole discretion (The "Title Objection(s)"), Purchaser shall provide Seller with written notice of such Title Objection(s) prior to the expiration of the Inspection Period or within thirty (30) days of the receipt of the Title Commitment by Buyer, whichever occurs first, and Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion correction of such Title Objection(s) within thirty (30) days of the delivery of the Title Objections to Seller (the "Title Objection Cure Period"). Notwithstanding any provisions of this Agreement to the contrary, diligent efforts on the part of the Seller, at its option, shall not include the filing of a lawsuit to cure any such objections. If, despite diligent efforts, Seller is unable to remove the Title Objection(s) within the Title Objection Cure Period, Purchaser, in its sole discretion, may elect to: (a) accept the Survey and Title Commitment in their their-current state, with a reduction in the Purchase Price in an amount mutually agreed upon by the parties; (b) accept the Survey and Title Commitment in their then-current state, with no reduction in the Purchase Price; (c) extend the Objection Cure Period to a date or dates designated by Purchaser, during which time Seller shall continue to use diligent efforts to remove the Title Objection(s); or (d) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Without limitation of the foregoing, the parties acknowledge and agree that any encroachments, severances or reservations of oil, gas or other minerals, or oil, gas or other mineral leases affecting the Property shall be deemed Title Objections, and that the lien of general real estate taxes for the then-current tax fiscal year as of the Closing shall not constitute a Title Objection.

6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place only after the later of the expiration of (a) the Inspection Period, or (b) the Title Option Cure Period (if applicable and as extended from time to time), and prior to the expiration of six (6) months from the effective date. Notwithstanding, should this transaction not close by April 15, 2020, either party may terminate this Agreement by providing written notice as set forth in paragraph 13. At Purchaser's sole option, the Closing shall occur by mail through the delivery



of documents and items pursuant to escrow instructions that are consistent with this Agreement, or in the offices of the Title Company.

7. Closing Documents. The following shall collectively be referred to as the "Closing Documents."

- (a) At Closing, Seller shall execute and deliver:
 - (i) A Quitclaim Deed.
 - (ii) An affidavit against mechanics' liens and against parties in possession, and such other documents as may be required by the Title Company in order to remove standard ALTA title policy exceptions and issue an owner's policy of title insurance insuring marketable title to the Property to Purchaser.
 - (iii) Such authorizations, consents, and/or resolutions as may be required to demonstrate Seller's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (iv) A settlement statement.
 - (v) Such other documents, if any, necessary to close in accordance with the terms of this Agreement and fully and completely comply with all applicable laws, customs, practices and standards in the State of Florida.
- (b) At Closing, Purchaser shall execute and deliver:
 - (i) Such authorizations, consents, and/or resolutions as may be required to demonstrate Purchaser's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (ii) A settlement statement.
 - (iii) Purchaser's Acknowledgment Certificate Attached as Exhibit B.

8. Closing Costs; Real Estate Taxes. At Closing, Purchaser will pay documentary revenue stamp taxes, the cost of recording the Deed and any other recordable instruments. At Closing, real estate taxes and assessments will be prorated between the parties for the period for which such taxes are assessed, regardless of when payable, and any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal



year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties, each of which is true and correct as of the Effective Date and shall be true and correct at Closing, and all of which shall survive the Closing or earlier termination or expiration of this Agreement. Seller shall defend, hold harmless, and indemnify the Purchaser Parties from and against any and all Claims resulting from a breach of any of the following representations and warranties.

- (a) Broker. Seller has dealt a broker, finder, or other person in connection with the sale or negotiation of the sale and will be responsible for any commissions resulting from the sale of the Property to Purchaser. Seller shall indemnify and hold the Purchaser harmless from and against any losses, damages, costs or expenses incurred by Purchaser due to a breach of the foregoing warranty by Seller.

10. Purchaser's Representations and Warranties. Purchaser has waived or conducted all inspections, investigations and tests necessary to evaluate the Property and accepts title to the Property AS IS, WHERE IS, WITH ALL FAULTS. This provision shall survive closing.

11. Risk of Loss; Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of Closing and represents and warrants that the Property shall be in the same or essentially the same condition at Closing as it is in as of the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event that the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, in its sole discretion, to terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). In the event that the Property contains any abandoned personal property, refuse, garbage, junk, rubbish, trash and/or debris (collectively, "Refuse") as of the Effective Date, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion removal of all Refuse from the Property prior to the expiration of the Inspection Period. If, despite diligent efforts, Seller is unable to remove the Refuse from the Property prior to the Closing, Purchaser, in its sole discretion, may elect to: (a) extend the amount of time Seller has to remove the Debris from the Property; (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of



this Agreement); or (c) deduct the expense necessary to remove the Refuse from Seller's sale proceeds at Closing.

12. Right to Enter Property. Seller agrees that, from and after the Effective Date, Purchaser and its agents, following twenty-four (24) hours' prior notice to Seller in accordance with paragraph 13, shall have the right to enter the Property for all lawful purposes related to this Agreement including, without limitation, performing inspections of the Property relating to Purchaser's due diligence in connection with this Agreement.

13. Assignment. This Agreement and/or the right to be named as the grantee on the Deed may be assigned by Purchaser, in its sole discretion, in which event Purchaser will provide notice of such assignment to Seller in accordance with paragraph 13. Seller may not assign this Agreement without the prior written consent of Purchaser.

14. Notice. All notices, demands or other communications given hereunder shall be in writing to the addresses set forth below, and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date) or (b) by electronic mail, provided that delivery thereof can reasonably be demonstrated to have been made and received:

If to Seller:

The Rt. Rev. Samuel Johnson Howard
The Episcopal Diocese
325 N. Market Street
Jacksonville, Florida 32202

Fred C. Isaac, Esquire
Foerster, Isaac & Yerkes, P.A.
2468 Atlantic Boulevard
Jacksonville, Florida 32207
Email: fisaac@fiyattorneys.com

If to Purchaser:

City of Fernandina Beach
Dale Martin, City Manager
204 Ash Street
Fernandina Beach, FL 32034
Email: dmartin@cofb.com

Actual knowledge may obviate the need to formally give or receive notice if actual knowledge can be demonstrated by conduct or communications. Each party may change its notice address by providing notice of the new address to the other party.



15. Default. In the event that Seller defaults in the performance of any of its obligations hereunder, Purchaser, in its sole discretion, may elect to: (a) waive such default and proceed to Closing; (b) seek equitable relief to enforce specific performance of Seller's obligations hereunder; or (c) terminate this Agreement and retain any and all rights and remedies that survive termination or expiration hereunder.
16. Time. Time is of the essence with respect to each and every provision of this Agreement.
17. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.
18. Binding Effect. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.
19. Entire Agreement. This Agreement, together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property contained in Exhibit A is based on publicly-available Nassau County assessor records, and shall be replaced in the Closing Documents by the legal description of the Property in the Survey and Title Commitment, as approved by Purchaser, without the necessity of the parties' written amendment to this Agreement.
20. Nonwaiver. Purchaser's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment of any rights or remedies that Purchaser may have for any preceding or succeeding breach, default, or nonperformance by Seller of any provision hereof.
21. Agreement Effective. This Agreement and any modifications, amendments or alterations hereto shall not be effective or binding upon either of the parties unless and until executed by both Seller and Purchaser.
22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed to be an original. All of such counterparts shall, when duly executed, together constitute one and the same Agreement. Facsimile and electronic signatures

and a scanned PDF of the executed signature page shall have the same force and effect as executed originals.

23. Perpetual Naming. It is hereby agreed between the parties that the property shall be named the "Bishop ~~John Freeman Young and Samuel Johnson Howard (Young-Howard)~~ Park" in perpetuity.

24. Business Days. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next-occurring business day.

25. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflicts of laws rules or principles.

26. Survival. The terms of the following paragraphs of this Agreement shall survive the Closing and any termination or expiration of this Agreement: 3, 4, 5, 8, 9, and 14 through 24.

THIS IS A LEGALLY BINDING CONTRACT.
PLEASE CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.

WITNESSES AS TO SELLER:

Allison DeFoor
Print Name: Allison DeFoor
Vickie A. Hasken
Print Name: Vickie A. Hasken

THE EPISCOPAL CHURCH IN THE
DIOCESE OF FLORIDA, INC.

SA Howard
Name of Authorized Signatory
Date Signed By Seller: 4/15/19

WITNESSES AS TO PURCHASER:

Print Name: _____

Print Name: _____

CITY OF FERNANDINA BEACH

By: _____
Name: Dale Martin
Title: President
Date Signed by Purchaser: _____

APPROVED AS TO FORM AND LEGALITY:

SEB
CITY ATTORNEY

State of Florida)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

State of Florida)
)ss.
County of Duval)

The foregoing instrument was acknowledged before me this 15th day of April, 2019, by Samuel Johnson Howard, to me personally known, who, being by me duly sworn, did say that he is the Bishop & President of The Episcopal Church in the Diocese of Florida, Inc., a Florida municipal corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

WITNESS my hand and official seal as of the day and year first above written.

Lisa Frenzel

Notary Public
Name: Lisa Frenzel
My commission expires: 12/16/2022



Please affix stamp in area designated above

EXHIBIT A

THE PROPERTY

0 N. 11th Street., Fernandina Beach, Nassau County, FL Assessor ID
Nos. 00-00-31-1800-0217-0010

[TO BE REPLACED IN CLOSING DOCUMENTS BY SURVEYED LEGAL DESCRIPTION]

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a vertical line and a horizontal stroke.

EXHIBIT B
PURCHASER'S ACKNOWLEDGMENT
CERTIFICATE

THIS CERTIFICATE AND AGREEMENT (Agreement), is made as of this ___ date of March, 2019 by CITY OF FERNANDINA BEACH, FERNANDINA BEACH, FLORIDA, (Purchaser), to and for the benefit of THE EPISCOPAL CHURCH IN THE DIOCESE OF FLORIDA, INC., A Florida Not For Profit Corporation (Seller).

RECITALS

Seller, as seller, and Purchaser, as purchaser, are parties to an Option Agreement for Sale and Purchase (Option Agreement) dated with an effective date of _____, which provides for the sale of certain real property (the Property) located in Nassau County, Florida as legally described therein. Any initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Option Agreement; and

The Option Agreement requires *inter alia*, that as a condition precedent to Sellers obligations under the Option Agreement, Purchaser shall execute and deliver this Agreement to Seller at Closing.

NOW, THEREFORE, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser hereby certifies and agrees as follows:

1. Purchaser acknowledges that, prior to the date hereof:

Purchaser has conducted (or has waived its right to conduct) all such inspections, investigations, tests, analysis, appraisals and evaluations of the Property (including those for Hazardous Materials) as Purchaser considers necessary or appropriate (all of such inspections, investigations, tests, analyses, appraisals and evaluations being herein collectively called (the *Investigations*)); and

Purchaser has conducted (or has waived its right to conduct) zoning and land use status of the Property and has determined it to be suitable for its use.

Seller has made available to Purchaser and otherwise allowed Purchaser access to the Property and has permitted Purchaser to go upon the Property to make such inspections, investigations, conduct its own survey, drill into the soil and water table.

Purchaser has reviewed, examined and evaluated all inspections or investigations initiated by Purchaser and the results of the investigations to the extent it deems necessary or appropriate with the assistance of such experts as Purchaser deemed appropriate. Purchaser acknowledges and agrees that it (i) is familiar with the physical condition of

the Property, (ii) has completed its due diligence with respect to the Property and the Documents to its satisfaction, and, is acquiring the Property based exclusively upon its own investigations and inspections of the Property and Purchaser's investigation and experts.

2. Purchaser acknowledges and agrees that the Property is being sold, and Purchaser hereby accepts possession of the Property on the date hereof, (AS IS, WHERE IS, WITH ALL FAULTS), with no right of setoff or reduction in the Purchase Price. Purchaser specifically acknowledges that Purchaser is not relying on (and Seller and each of the other Seller Parties does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, expressed, implied, statutory or otherwise from Seller as to:

(1) the physical condition of the Property; (2) the presence or absence, location or scope of any Hazardous Materials in, at, about, or under the Property; and (3) the ability of the Purchaser to obtain any and all necessary government approvals or permits or zoning for Purchaser's intended use and development of the Property.

3. Any reports or work required by Purchaser are the sole responsibility of Purchaser, and Purchaser agrees that there is no obligation on the part of Seller to make any changes or alterations to the Property except for Seller's Work, or to cure any violations of Law or to comply with requirements of any insurer.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Buyer has executed this Agreement as of the date first set forth herein above.

CITY OF FERNANDINA BEACH,
FLORIDA

Witness

By: _____

Witness

Its: _____

Exhibit C

RESOLUTION 2019-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TWO OPTION AGREEMENTS FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET FOR THE PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in January 2019, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of two parcels of vacant land totaling 1.58 and 5.5 acres east of North 11th Street and South of Dade Street; and

WHEREAS, the NFLT has sent offer letters to the property owners who own each of the parcels; and

WHEREAS, the Option Agreements for Sale and Purchase for each of the parcels provide that the City and NFLT have six months to exercise the option(s) to buy.

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

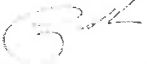
SECTION 1. The City Commission hereby approves the Option Agreement for Sale and Purchase with the Episcopal Diocese, attached hereto as Exhibit "1," and the Option Agreement for Sale and Purchase with Mr. Floyd, attached hereto as Exhibit "2".

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute both Option Agreements, after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of March, 2019.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

RESOLUTION 2019-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TWO OPTION AGREEMENTS FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET FOR THE PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in January 2019, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of two parcels of vacant land totaling 1.58 and 5.5 acres east of North 11th Street and South of Dade Street; and

WHEREAS, the NFLT has sent offer letters to the property owners who own each of the parcels; and

WHEREAS, the Option Agreements for Sale and Purchase for each of the parcels provide that the City and NFLT have six months to exercise the option(s) to buy.

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

SECTION 1. The City Commission hereby approves the Option Agreement for Sale and Purchase with the Episcopal Diocese, attached hereto as Exhibit "1," and the Option Agreement for Sale and Purchase with Mr. Floyd, attached hereto as Exhibit "2".

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute both Option Agreements, after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of March, 2019.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-86
Franchise Agreement - Amelia Historic Tours, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-86

SYNOPSIS: Kevin McCarthy of Amelia Historic Tours, LLC requests a non-exclusive franchise with the City for operating up to eight vans for sightseeing tours in the City. Mr. McCarthy is making this proposal, and City staff and Charter Officers have not negotiated the terms of this proposed agreement.

The proposed agreement is similar to the Amelia Island Trolleys franchise. The initial term of this franchise is proposed to be five years with an annual review by the City Manager and three 5-year renewal options if the franchisee is in good standing with the City, for a total of twenty years. The annual franchise fee is \$1,250 which can be increased in year 3 up to 1% annually or CPI, whichever is greater.

The main drop off/pick up point for this sightseeing business is proposed to be City Hall, 204 Ash Street. The routes and rates are attached as exhibits to the proposed franchise agreement.

FISCAL IMPACT: The City will receive \$1,250 per year in franchise fees which will be deposited into the General Fund Franchise Fee - Other account, 001 32390.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-86.

Tammi E. Bach, City Attorney	5/3/2019
Dale Martin, City Manager	5/14/2019
Pauline Testagrose, Comptroller	5/14/2019

Date: May 01, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA HISTORIC TOURS, LLC FOR A SIGHTSEEING BUSINESS USING VANS FOR TOURS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kevin McCarthy of Amelia Historic Tours, LLC requests a franchise with the City for operating up to eight vans with fewer than eleven passengers (each) for sightseeing tours in the City; and

WHEREAS, the initial term of the franchise is proposed to be five years with an annual review by the City Manager and three 5-year renewal options if the franchisee is in good standing with the City; and

WHEREAS, the City Commission believes it is in the best interest of the City to enter into this Non-Exclusive Franchise Agreement with Amelia Historic Tours, LLC.

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 Non-Exclusive Franchise Agreement with Amelia Historic Tours, LLC, attached hereto as Exhibit "A".

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute the Non-Exclusive Franchise Agreement, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 21st day of May, 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 2019-86

EXHIBIT A **NON-EXCLUSIVE FRANCHISE AGREEMENT**

This Franchise Agreement (“the Agreement”) is entered into this ____ day of _____, 2019, by and between the City of Fernandina Beach (the “City”), a municipal corporation organized and existing under the laws of Florida, and Amelia Historic Tours, LLC, (“the Grantee”) 2220 Florida Avenue, Fernandina Beach, FL 32034.

Whereas, the City of Fernandina Beach has the ability to permit use of its streets for commercial purposes on a non-exclusive basis, based on the terms and conditions set forth in City Code Chapter 86, Article V; and

Whereas, the City desires to allow the Grantee to operate a van to provide sightseeing and transportation along certain streets within the City limits of Fernandina Beach to residents and visitors to the City and believes that the issuance of a Franchise Agreement is in the best interests of the City.

I. Definitions.

For the purpose of this Agreement, the following terms, words, and derivations shall have the meaning given in section 86.180 of the City Code. The word "shall" is always mandatory and not merely discretionary.

II. Grant of Franchise

Pursuant to City Code Chapter 86, Article V, Amelia Historic Tours, LLC. is hereby granted a non-exclusive franchise for the operation of a sightseeing motor vehicle while carrying passengers within the City limits of the City of Fernandina Beach.

III. Franchise Term

The Franchise Term shall be effective for a period of five (5) years from the date of approval subject to an annual review by the City Manager and shall be renewable every five (5) years up to a total of twenty (20) years.

IV. Findings in Support of Franchise Agreement.

A. The city commission, at a duly noticed public hearing, has heard from the public and entered findings based upon the requirements of City Code Section 86-180 through 86-198. Based on those findings, the City Commission grants the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property as designated herein by the city commission in said city, for the term set forth herein.

V. Specifics of Non-Exclusive Franchise

A. Seating capacity and appearance approvals.

1. Approved Vehicles.

a. It shall be unlawful for a Grantee to operate any sightseeing motor vehicle, in the City, the appearance and design of which has not been approved by the City Commission of the City. It shall also be unlawful for a Grantee to operate any sightseeing motor vehicle in the City, the passenger seating capacity of which has not been approved by the City Manager.

b. No sightseeing motor vehicle shall carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry external writings or signs in a manner to be approved by the City Manager which identifies each vehicle and the franchise holder.

B. Fleet size limitations and vehicle permit tag issuance.

1. The Grantee shall operate no more than eight (8) vehicles upon the public streets of the City at one (1) time.

2. Upon the effective date of this Agreement, the City shall issue to a Grantee eight (8) sightseeing motor vehicle permit tags. The sightseeing motor vehicle permit tags shall be in form and substance approved by the City Manager and shall be issued without charge. All original sightseeing motor vehicle permits shall be valid for the entire term of this franchise agreement.

3. Each sightseeing motor vehicle being operated on the public streets of the City shall conspicuously display a sightseeing motor vehicle permit tag on the rear of the vehicle or on the rear of the last trailer of the vehicle. The City will provide an annual tags or stickers to Grantee.

4. It shall be unlawful for a Grantee to operate upon the public streets of the City, at any one time, more sightseeing motor vehicles than are authorized by the Grantee's franchise agreement, the City Code, and the City Commission. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle permit tag as required herein. Grantee is hereby authorized to employ luxury SUVs and passenger vans as sightseeing motor vehicles as evidenced in Exhibit 4.

C. Approval of Fares; Posting of fares; prohibition of street solicitation.

1. The Grantee may charge such maximum rates of fare for passengers using the Grantee's services as are set forth in the attached Exhibit 1. Such rates may be increased at the discretion of the Grantee. The Grantee may increase such rate without City Manager approval only once per year in an amount not to exceed ten percent (10%). All other increases in fare shall be approved by the City Manager, which approval shall not be unreasonably withheld.

2. Street solicitation by Grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business, and oral communication made from a motor vehicle to passersby on the streets. Notwithstanding the foregoing, pamphlets

and other printed material utilized at the business location and/or the Chamber of Commerce or other physical location where consent has been provided by the Property Owner shall be allowed.

D. Public stations or pick up/drop off points.

1. It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place on municipal property within the City other than at the public stations or pick up/drop off points designated herein in Exhibit 2. Vans shall not be permitted to stop at any designated location for more than five (5) minutes unless the stop is a designated loading zone in which the time shall be no more than fifteen (15) minutes unless a longer time is allowed as a part of an approved plan by the City Manager. This restriction shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on privately owned property, with the written permission of the property owner. The City Manager's Office reserves the right to request copies of letters from private property owners within the City of Fernandina Beach which grant permission to stop on their property to load and/or off-load passengers.

2. During approved operating hours and in compliance with the use of the public right-of-way, Grantee agrees that said vans will stop in the public right-of-way only for traffic signals and traffic controls and only at locations where signs are posted designating van stops/loading zones.

3. Where van stops and/or loading zones are used by a single transportation service company/grantee, the Grantee shall provide signage to the City for installation. Size, message and color of signs and related materials shall receive prior approval from the City Manager's Office. Grantee shall be responsible for providing additional signs at the single service stops should they become missing.

4. The Grantee may request a change in public stations through the City Manager's office with thirty (30) days written notification. Such request shall be evaluated and accepted or approved by the City Manager.

E. Compliance with safety standards.

1. All sightseeing motor vehicles operated and maintained by Grantee shall, at all times, meet the safety standards and requirements established by the State of Florida and the City as may be enacted from time to time. The Grantee shall make said sightseeing motor vehicles available at reasonable times upon the request of the Grantor for inspection by representatives of the City. At a minimum, the City shall have the right to inspect each sightseeing motor vehicle on an annual basis, or at any time for cause.

2. No alcoholic beverages may be sold or consumed, and no live music shall be performed on scheduled vans within the City limits. In addition, loud speakers or amplifiers shall be kept at a minimum noise level so as not to disturb the general public.

F. Driver qualifications.

All sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida driver's license. All vehicles operated by Grantee under this Agreement shall not hold more than fifteen (15) passengers. It shall be the Grantee's sole responsibility to assure that all drivers are in fit condition, properly licensed, that all drivers and other employees are properly performing their duties in a safe and courteous manner.

G. City approval of routes.

The Grantee's regular tour routes are set forth in Exhibit 3 and are hereby approved. Modifications of tour routes may be approved by the City Manager. Such routes may be revised from time to time by the City Manager who is authorized to consent to such changes so long as the routes do not make frequent or undue use of residential side streets within the City nor tend to overcrowd commercial locations and areas of traffic congestion. Deviation from approved routes or schedules by the Grantee without express permission by the City Manager may result in suspension or termination of the Agreement. Any permanent modification of the proposed routes shall be subject to the City Commission's approval. Routes for special tours and charters require approval by the City Manager. Requests for special tour and charter routes shall be made on an individual basis and shall be submitted in writing with reasonable prior notice. If such request for route approval is not acted upon within five (5) business days of such request, the same shall be deemed approved.

VI. Insurance.

It shall be unlawful for a Grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the City until Grantee shall have first procured and filed with the City, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the City, Grantee shall produce adequate proof that Grantee is in compliance with all insurance requirements of this section.

A. Certificate of Insurance

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

1. The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
2. Statement that the insurer will mail notice to the City and a copy to Grantee at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
3. Certificate of Insurance shall be in the form as approved by the City, naming the City as additional insured, contain a Waiver of Subrogation in favor of the City, and such Certificate shall clearly state all the coverage required in this Section;

4. If requested by the City, Grantee shall furnish complete copies of all insurance policies, forms and endorsements; and

5. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Grantee obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

Grantee shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. Grantee 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 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, Grantee shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected.

C. Liability Insurance

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

1. Commercial General Liability:

- a. Minimum Coverage is \$1,000,000 per occurrence;
- b. Coverage shall include premises, fleet operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
- c. 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 coverage.

2. Commercial Automobile Liability:

- a. Minimum Coverage is \$1,000,000 per occurrence
- b. 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.

D. Indemnification.

The parties recognize that Grantee is an independent contractor. Grantee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Grantee, its officers, employees, agents, and representatives. Grantee'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 Grantee against the City, and Grantee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

VII. Franchise fee.

The franchise fee paid by Grantee to the City shall be one thousand two hundred fifty dollars (\$1,250.00) to cover administrative costs associated with this Agreement. After the second anniversary of the effective date of this Agreement, and each year thereafter, the City shall increase the franchise fee at a rate of one percent (1%) or the Consumer Price Index (CPI) - All Urban Consumers South Urban Region- All Items (base year 1982-84=100), as published by the United States Department of Labor-Bureau of Labor Statistics, whichever is greater, on an annual basis. Such CPI increase will be computed each year based on the twelve-month (12 mo.) percent change of the July index and any change will be implemented and effective on the anniversary of each applicable year.

VIII. Insurance and bonding companies.

All insurance policies and surety bonds which are required of the Grantee shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the City Attorney. Such approval shall not be unreasonably denied. Bonds and current certification of all insurance coverage shall be on file at all times with the City Finance Director. Any renewal certificates of insurance policies shall be filed with the city finance director at least ten (10) days prior to the expiration date of the original policy or policies.

IX. Grantees subject to City's police power.

A Grantee shall, at all times during the life of this Agreement be subject to all lawful exercise of the police power of the City. The City and Grantee may agree to such other reasonable regulations as the City shall hereafter by ordinance provide.

X. Termination of franchise rights "for cause"; restriction on transfer.

A. In the event a Grantee, his successors or assigns:

1. Violates or fails to promptly perform all of the provisions of this Agreement; or
2. Violates or fails to promptly perform all of the provisions of this Agreement, including but not limited to the failure to pay required fees, or provide required insurance; or
3. Is found to be in substantial violation by the City Commission; or
4. Voluntarily or involuntarily becomes bankrupt; or
5. Voluntarily or involuntarily has a receiver appointed; or
6. Has its assets sold at sheriff's sale or any other judicial sale; or
7. Involuntarily assigns, transfers, or encumbers any rights or privileges contained in this Agreement; or
8. Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the City Commission; or
9. Knowingly files false financial statements with the City; or
10. Willfully fails to file the required financial information with the City;

If Grantee, its successors or assigns, after written notice, fails to cure such action/inaction within sixty (60) days of written notice, the rights, permits and privileges granted to Grantee, or its successors or assigns by this Agreement, may be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and this Agreement may be forfeited, terminated and cancelled for any other reason authorized by the laws of the State of Florida, or provision of this Agreement.

B. In the event of the proposed sale or transfer of twenty-five (25) percent or more of the outstanding stock or assets of Grantee to a party who is not an existing Member of Amelia Historic Tours, LLC, as of the effective date of this Agreement, the Grantee shall furnish prior written notice of such sale or transfer to the City of the names and addresses of the persons or entities offering to acquire such stock or assets. A public hearing shall be held within thirty (30) days of receipt of such written notice, at which time the City Commission shall hold a public hearing to determine whether or not to approve the sale or transfer. Such approval shall not be unreasonably withheld. Such proposed transfer shall not be effective without City Commission approval which shall not be unreasonably withheld.

XI. Performance evaluation.

A. From time to time during the term of this Agreement the City Manager may evaluate the Grantee's performance based upon the following categories:

1. Compliance with the terms and conditions of this Agreement;
2. Responsiveness to customer complaints;
3. Safety;
4. Cleanliness, condition and appearance of sightseeing motor vehicles.

B. After each such evaluation, an evaluation report specifically addressing each area of concern shall be provided to the Grantee. Unless Grantee objects to the items contained in the evaluation, within five (5) days of receipt of the report, the Grantee shall take immediate action to address any issues raised in the report. If necessary, the City may conduct a follow-up review to assure that the Grantee is adequately serving the public and complying with the report.

C. In the event that the Grantor receives a confirmed complaint (as hereinafter defined), Grantor shall provide Grantee with written notice of said confirmed complaint. If Grantor receives three confirmed complaints against Grantee in any six month time period, Grantor's notice to Grantee of the third confirmed complaint shall state the same and Grantee's franchise shall be suspended for two (2) days. If Grantor receives four confirmed complaints against Grantee in any six month time period, Grantor's notice to Grantee of the fourth confirmed complaint shall state the same and the City Commission shall hold a public hearing to consider the revocation of the franchise which revocation may be in the sole and exclusive discretion of the City Commission.

For purposes of this Agreement, a "confirmed complaint" shall mean either (i) a complaint received and validated by Grantor that Grantee has violated a provision of this Agreement or (ii) a warning or citation issue by a local law enforcement agency. A log of complaints with respect to Grantee shall be maintained by the City Manager, which log shall include action taken by the Grantor.

XII. Penalties for violation.

Any violation of the provisions of this Agreement shall be punishable as provided in section 1-12 of this Code, to the extent applicable. Each day any violation shall continue shall constitute a separate offense.

XIII. Effective date of franchise agreement.

This Agreement shall become effective on the date of approval by the City Commission.

XIV. Appeals.

Any requests by the Franchisee which are designated to the City Manager to approve may be appealed to the City Commission if the City Manager denies the request.

XV. MISCELLANEOUS

A. All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein or an alternative address provided by Grantee to the City Manager.

For the Grantor:

City of Fernandina Beach
c/o City Manager
204 Ash Street
Fernandina Beach, FL 32034

With a copy to the City Attorney at the same address.

For the Grantee:

Amelia Historic Tours, LLC
c/o Kevin McCarthy
2220 Florida Avenue
Fernandina Beach, FL 32034

B. Venue for any and all state causes of action relating to this Agreement shall be the Circuit Court for the Fourth Judicial Circuit in Nassau County, Florida. Venue for any federal causes of action shall be the United States District Court, Middle District of Florida, Jacksonville Division. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

This _____ day of _____, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Dale L. Martin
City Manager

APPROVED AS TO FORM AND
LEGALITY:

Tammi Bach
City Attorney

WITNESSES:

GRANTEE
AMELIA HISTORIC TOURS, LLC

Signature

Printed Name

Signature

Printed Name

By: Kevin McCarthy
Authorized Member

EXHIBIT 1

VAN FRANCHISE
FARES

Eight Flags Tour.....	\$25.00
Fort Clinch Tour (includes admission fee to the Fort).....	\$30.00
American Beach Tour (includes admission fee into museum).....	\$30.00
Kingsley Plantation Tour.....	\$30.00
Charter/Special Event.....	(priced on individual basis)

EXHIBIT 2

AUTHORIZED VAN
PICK UP AND DROP OFF POINTS

204 Ash Street

St. Michael Catholic Church

Dee Dee Bartels Boat Ramp

American Beach Museum

Burney Park/American Beach

Kingsley Planation

EXHIBIT 3

AUTHORIZED VAN ROUTE

Eight Flags Tour

The Eight Flags Tour will depart from the curbside of 204 Ash Street, Fernandina Beach, FL 32034.

Route:

1. St. Michael Catholic Church
2. Westrock
3. Fernandina Plaza Historic State Park
4. Bosque Bello
5. Dee Dee Bartles Boat Ramp
6. McClure's Hill Historic Site
7. Egan's Creek
8. Drop off at 204 Ash Street, curbside

American Beach Tour

The American Beach Tour will depart from the curbside of 204 Ash Street, Fernandina Beach, FL 32034.

Route:

1. Travel down Fletcher Avenue
2. Turn left on Amelia Island Parkway
3. Stop at American Beach Museum
4. Stop at Burney Park
5. Drop off at 204 Ash Street, curbside

Fort Clinch Tour

The Fort Clinch Tour will depart from the curbside of 204 Ash Street, Fernandina Beach, FL 32034.

Route:

1. Fort Clinch
2. Drop off at 204 Ash Street, curbside

Kingsley Plantation

The Kingsley Plantation Tour will depart from the curbside of 204 Ash Street, Fernandina Beach, FL 32034.

Route:

1. Kingsley Plantation
2. Drop off at 204 Ash Street, curbside

EXHIBIT 4

SIGHTSEEING MOTOR VEHICLES

2019 TRAVERSE



EDGE

SE | SEL | TITANIUM | ST



2019



2019 **TRANSIT**

PASSENGER VAN | CARGO VAN



EXPEDITION + MAX

XLT | LIMITED | PLATINUM



2019



2018 Chrysler Pacifica
Smart innovation dedicated
to uncompromised versatility.



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-11
Land Development Code Amendment - Board Member Vacancies and Removals

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-11 at First Reading.

SYNOPSIS: The City Commission has direction action to refine the board member removal and vacancy process. This Ordinance serves to make revisions in the Land Development code as it relates to board member vacancy and removals.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-11 at First Reading.

Dale Martin, City Manager 5/10/2019

Tammi E. Bach, City Attorney 5/14/2019

Handwritten signature of Kelly Gibson, AICP, in black ink.

Date: April 29, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2019-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE (LDC) SECTION 9.01.04 (REMOVALS AND VACANCIES OF BOARD MEMBERS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment to refine its standards for board member removals and vacancies; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006 which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, April 10, 2019, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on March 29, 2019.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Section 9.01.04 (Removals and Vacancies) for Board Members.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon adoption.

ENACTED this 21st day of May, 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 2019-11
EXHIBIT “A”

9.01.04 Removal and Vacancies

- A. Except as provided by Section 9.02.02. ~~When~~ a position on a board or commission becomes vacant before the end of the term, an alternate member shall fill the vacancy.
- B. Except as provided by Section 9.02.02. ~~When~~ no alternate member is available to fill a vacancy, the City Commission shall appoint a member to fill the vacancy for the duration of the term.
- C. Except as provided by Section 9.02.02. ~~When~~ the unexpired term is two (2) months or less, the City Commission may appoint a new member to fill the unexpired term and the following full term.
- D. A member who moves outside the City or no longer meets eligibility requirements for membership shall be considered removed immediately without further action needed by the City Commission. Any member who has three (3) ~~unexcused~~ absences at the board's regular meetings in one (1) calendar year or two (2) absences at consecutive regular meetings shall automatically be considered to have vacated their seat on that board. ~~be subject to removal. An excused absence shall be granted if the board member notifies City Staff at least 24 hours in advance of the regularly scheduled board meeting or the board member is absent due to illness, family or work-related emergency, mandated court appearance, or observance of a religious holiday.~~

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ N/A TYPE: _____

APPLICATION #: _____

CASE #: 2019-09 _____

BOARD MEETING DATE: APRIL 10, 2019**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:** CITY OF FERNANDINA BEACH, FLORIDAMailing Address: 204 ASH STREET FERNANDINA BEACH, FLORIDA 32034Telephone: 904-310-3100

Fax: _____

Email: DMARTIN@FBFL.ORG**Agent Name:** _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

PROPERTY INFORMATIONStreet Address: N/A

Parcel Identification Number(s): _____

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: _____

Existing Zoning Classification: _____

Existing Future Land Use Classification: _____

Previous Planning/Zoning Approvals: _____

Description of Request:

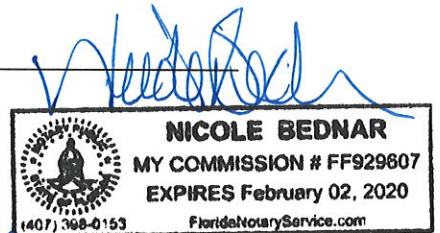
LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-09): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.01.04 REMOVAL AND VACANCIES OF BOARD MEMBERS TO LIMIT MEMBER ABSENCES TO NO GREATER THAN TWO CONSECUTIVE REGULAR BOARD MEETINGS AND SETTING AN AUTOMATIC VACATION OF THE MEMBER'S SEAT.

SIGNATURE/NOTARY

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

4/3/19
Date

[Signature]
Signature of Applicant



STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 3rd day of April, 2019.

[Signature]
Notary Public: Signature

Nicole Bednar
Printed Name

Feb. 2, 2020
My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
APRIL 10, 2019**

1. CALL TO ORDER – 5:00PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Wayne Peterson
Richard Clark
Donna Lewis (Alt 1)*

*Frank Santry (Chair)
Greg Roland – arrived at 5:12
Jenny Schaffer (Alt 2)*

MEMBERS ABSENT:

Mark Bennett

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

In Member Bennett and Member Roland's absence, Chair Santry seated both alternates as voting members, noting that Member Roland would likely arrive late, at which point, Member Lewis (Alternate 1) would remain seated.

2. APPROVAL OF MINUTES

2.1 March 13, 2019 Regular Meeting

ACTION TAKEN: There being no objections, Chair Santry approved the minutes as presented.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE (LDC) AMENDMENT - ACCESSORY DWELLING UNITS FOR RENT - ORDINANCE 2018-40 AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 1.07.00 (DEFINITIONS); 2.03.02 (TABLE OF LAND USES); 5.01.03 (ACCESSORY STRUCTURES); 5.01.04 (ACCESSORY DWELLING UNITS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to address requirements for accessory dwelling units.*

Roland approve as amended by staff second lewis

Chair Santry passed the gavel to Member Roland in order to make an amendment to the motion.

Santry proposed amendments. **LISTEN TO TAPE** ask Kelly amend to read per the citys comp plan policy detached accessor permiss in all residential 1.06.05

Santry amendment motion, second lewis

Eliminate permissible use in I-W.....ask Kelly??? Amend table, footnotes

4. NEW BUSINESS

- 4.1 **FINAL PLAT APPROVAL - AMELIA PARK LAKESIDE - RESOLUTION 2019-__APPROVING FINAL PLAT, PAB CASE 2019-04 TITLED “AMELIA PARK LAKESIDE”; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled “Amelia Park Lakeside” as a final plat.***

Miriam Hill, representative to the applicant, was present and provided information and details specific to the request.

Robert Duffy, 1501 Lake Park Drive, resident of Amelia Park, stated that he does not have any objections to the plat as presented but presented several questions.

Michael Antonopoulos, developer of the property, 228 Clatter Bridge Road, provided answers to Mr. Duffy’s questions and made clarifications for the record. He remained at the podium to respond to questions from the Board.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to recommend approval of PAB case number 2019-04 to the City Commission requesting that a Final Plat for the Amelia Park Lakeside subdivision be approved and that PAB case 2019-04, as presented, is sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

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

Member Peterson:	Nay
Member Lewis:	Aye
Member Clark:	Aye
Member Roland:	Aye
Chair Santry:	Nay

Motion passed.

- 4.2 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-05): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY THE REFERENCE DOCUMENT SPECIFIC TO AIRPORT DESIGN STANDARDS AS CONTAINED SECTION 4.02.03 AIRPORT ARCHITECTURE AND BUILDING DESIGN STANDARDS FOR DEVELOPMENT ON THE AIRPORT.**

Nathan Coil,

Clark motion to postpone, second roland.
Motion passed by unanimous voice vote.

Item postponed to the May 8th regular meeting.

- 4.3 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-06): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY REQUIREMENTS FOR TELECOMMUNICATION FACILITIES WITHIN SECTION 7.01.02 FACILITIES IN PUBLIC RIGHTS-OF-WAY AND SECTION 6.01.00 TELECOMMUNICATION FACILITIES LOCATED OUTSIDE OF PUBLIC RIGHTS-OF-WAY.**

Postponed to may 8

- 4.4 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Jon Lasserre, 960185 Gateway Blvd, spoke against the proposed amendments.

Jon Cotner, 1627 Atlantic Ave, suggested that passing the amendments would have huge implications.

James Pozzetta, architect, 103 S. 18th Street, echoed Mr. Cotners remarks, and spoke against the amendments.

Doug Rosell, 524 Tarpon Ave, spoke in support of the height limit.

The Board agreed to schedule a workshop to further discuss the proposed amendments.
Lewis motion to schedule workshop for 4.4 and 4.5, second clark.

- 4.5 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-08): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR MEASUREMENT OF BUILDING HEIGHT FROM APPROVED FINISHED GRADE TO AVERAGE NATURAL GRADE IN SECTION 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AND REFERENCES FOR CALCULATION OF BUILDING HEIGHT AS CONTAINED IN SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND 8.01.02 (D) AMELIA RIVER WATERFRONT CRA.

To schedule workshop.

- 4.6 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-09): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.01.04 REMOVAL AND VACANCIES OF BOARD MEMBERS TO LIMIT MEMBER ABSENCES TO NO GREATER THAN TWO CONSECUTIVE REGULAR BOARD MEETINGS AND SETTING AN AUTOMATIC VACATION OF THE MEMBER'S SEAT.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland to approve

Santry amend to add phrase at beginning of each A, B, & C to read 'except as provided in LDC 9.02.02,' and D

- 4.7 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-10): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS SPECIFIC TO AUTOMATED TELLER MACHINES BY AMENDING SECTION 1.07.00 ADDING ACRONYMS AND DEFINITIONS, ESTABLISHING STANDARDS WITHIN THE HISTORIC DISTRICT OVERLAY IN SECTION 8.01.01 AND THE CERTIFICATE OF APPROVAL MATRIX CONTAINED IN SECTION 8.03.03 AND MODIFYING SECTION 6.03.02 REFERENCE TO "AUTOMATED TELLER MACHINES."

Approved as presented
First Roland, second Clark

DRAFT

5. BOARD BUSINESS

Chair Santry updated the Board on his discussion with City Manager Martin regarding the need for as built surveys and funding to acquire additional staff in order to enforce construction is built according to plans as approved.

6. STAFF REPORT

- 1. Upcoming EAR Workshops: - Tuesday, April 23
Thursday, April 25
Monday, April 29
Tuesday, April 30**

2. Update on FLUM Amendments

Ms. Gibson provided an update.

7. PUBLIC COMMENT

8. ADJOURNMENT – 8:32

Samantha Rogic, Recording Secretary

Frank Santry, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-12
Land Development Code Amendment - Automated Teller Machines

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-12 at First Reading.

SYNOPSIS: Attached is an Ordinance directing standards for Automated Teller Machines (ATM's) within the Historic District.

For purposes of clarifying the permissible standards for locating Automated Teller Machines (ATM's) within the historic districts, staff has prepared an Ordinance to direct the criteria for approval and its process. This was developed in working with the Historic District Council.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-12 at First Reading.

Dale Martin, City Manager 5/10/2019

Tammi E. Bach, City Attorney 5/14/2019



Date: April 29, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2019-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE (LDC) SECTIONS 1.07.00 (ACRONYMS AND DEFINITIONS), 8.01.01 (F) ADDING STANDARDS FOR AUTOMATIC TELLER MACHINES IN THE HISTORIC DISTRICTS, SECTION 8.03.03 (B) CERTIFICATE OF APPROVAL MATRIX, AND SECTION 6.03.00 PERMISSIBLE AND PROHIBITED USES WITHIN COMMERCE PARKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment to define Automated Teller Machines and their standards for locating within the City's historic districts; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006 which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, April 10, 2019, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on March 29, 2019.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Section 1.00.07 (Acronyms and Definitions), Section 8.01.01(F) ATM standards in historic districts, 8.03.03(B) Certificate of Approval Matrix, and Section 6.03.00 permissible and prohibited uses within commerce parks.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon adoption.

ENACTED this 21st day of May, 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 2019-12
EXHIBIT “A”

1.07.00 ACRONYMS AND DEFINITIONS

A. Acronyms

ATM Automated Teller Machine

B. Glossary of terms

Automatic Teller Machine (ATM) means an unstaffed, mechanized consumer banking device that is generally available at all hours.

8.01.01 HISTORIC DISTRICT OVERLAYS

F. Automatic Teller Machines, or ATMs, are generally incompatible with the character of the Historic District and their placement should be carefully considered prior to undergoing any rehabilitation project. The installation of ATMs can disrupt the streetscape by replacing historic character defining open storefronts with solid panels or by causing irreversible damage to historic materials. For these reasons, every effort should be made to install an ATM on the interior of a building. If an ATM cannot be located on the interior, they should be installed in a manner that is reversible and does not damage or obscure a character-defining feature of the building. ATMs should be installed on the sides and rears of buildings whenever possible. Freestanding ATM enclosures are not permitted.

Table 8.03.03 (B). Certificate of Approval Matrix

ACTION	CONTRIBUTING		NON-CONTRIBUTING	
	STAFF	HDC	STAFF	HDC
ACCESSORY DWELLINGS		X		X
ADDITIONS				
1. Not visible from the street AND 20% or less of the existing building's square footage		X	X	
2. All other additions		X		X
AUTOMATED TELLER MACHINES (ATMs)		X		X
CANVAS AWNINGS	X		X	
CARPORTS (ADDITION OR ENCLOSURE)		X	X	
CHANGES TO BOARD-APPROVED PLANS		X		X
DECK, PATIOS, PERGOLAS				
1. With a structure		X	X	
2. Without a structure		X	X	

6.03.00 Permissible and Prohibited Uses within Commerce Parks

A. The following uses are permissible within a commerce park:

1. Wholesale or warehouse establishments, including distribution centers;
2. Aircraft hangars and related aviation uses and activities;
3. Research facilities, including experimental laboratories, and industrial engineering and analysis facilities;
4. Printing, publishing, lithographic, and similar facilities;
5. Light manufacturing, such as processing, packaging, and light assembly of products from previously manufactured materials;

6. Business service establishments, such as linen supply, freight movers, communication services, and business machine services; and
 7. Accessory services to support the commerce park, such as express shipping, telephone exchange, branch bank or **automated** teller machines, and employee cafeteria or dining hall.
- B. The following uses are prohibited within a commerce park:
1. Heavy industrial activities, such as metal fabrication, dry cleaning, and furniture stripping and refinishing;
 2. Activities which use, store, process, or produce hazardous wastes; and
 3. Industrial, office, or business uses which interfere in the operation of the Fernandina Beach Municipal Airport.

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ N/A TYPE: _____

APPLICATION #: _____

CASE #: 2019-10 _____

BOARD MEETING DATE: APRIL 10, 2019**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 INFORMATIONOwner Name: CITY OF FERNANDINA BEACH, FLORIDAMailing Address: 204 ASH STREET FERNANDINA BEACH, FLORIDA 32034Telephone: 904-310-3100

Fax: _____

Email: DMARTIN@FBFL.ORG

Agent Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

PROPERTY INFORMATIONStreet Address: N/A

Parcel Identification Number(s): _____

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: _____

Existing Zoning Classification: _____

Existing Future Land Use Classification: _____

Previous Planning/Zoning Approvals: _____

Description of Request:

LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-10): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS SPECIFIC TO AUTOMATED TELLER MACHINES BY AMENDING SECTION 1.07.00 ADDING ACRONYMS AND DEFINITIONS, ESTABLISHING STANDARDS WITHIN THE HISTORIC DISTRICT OVERLAY IN SECTION 8.01.01 AND THE CERTIFICATE OF APPROVAL MATRIX CONTAINED IN SECTION 8.03.03 AND MODIFYING SECTION 6.03.02 REFERENCE TO "AUTOMATED TELLER MACHINES."

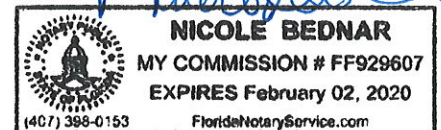
SIGNATURE/NOTARY

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

4/3/19
Date

Dale Martin
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss



Subscribed and sworn to before me this 3rd day of April, 2019.

Nicole Bednar
Notary Public: Signature

Nicole Bednar
Printed Name

Feb. 2, 2020
My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____

Proposed Amendments to the Land Development Code to Address Automated Teller Machines (ATMs) in the Historic District Overlays

1.07.00 ACRONYMS AND DEFINITIONS

A. Acronyms

ATM Automated Teller Machine

B. Glossary of terms

Automatic Teller Machine (ATM) means an unstaffed, mechanized consumer banking device that is generally available at all hours.

8.01.01 HISTORIC DISTRICT OVERLAYS

- F. Automatic Teller Machines, or ATMs, are generally incompatible with the character of the Historic District and their placement should be carefully considered prior to undergoing any rehabilitation project. The installation of ATMs can disrupt the streetscape by replacing historic character defining open storefronts with solid panels or by causing irreversible damage to historic materials. For these reasons, every effort should be made to install an ATM on the interior of a building. If an ATM cannot be located on the interior, they should be installed in a manner that is reversible and does not damage or obscure a character-defining feature of the building. ATMs should be installed on the sides and rears of buildings whenever possible. Freestanding ATM enclosures are not permitted.

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ACCESSORY DWELLINGS		X		X
ADDITIONS				
1. Not visible from the street AND 20% or less of the existing building's square footage		X	X	
2. All other additions		X		X
<u>AUTOMATED TELLER MACHINES (ATMs)</u>		<u>X</u>		<u>X</u>
CANVAS AWNINGS	X		X	
CARPORTS (ADDITION OR ENCLOSURE)		X	X	
CHANGES TO BOARD-APPROVED PLANS		X		X
DECK, PATIOS, PERGOLAS				
1. With a structure		X	X	
2. Without a structure		X	X	

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- Research facilities, including experimental laboratories, and industrial engineering and analysis facilities;
- Printing, publishing, lithographic, and similar facilities;
- Light manufacturing, such as processing, packaging, and light assembly of products from previously manufactured materials;

**Proposed Amendments to the Land Development Code to Address Automated Teller
Machines (ATMs) in the Historic District Overlays**

6. Business service establishments, such as linen supply, freight movers, communication services, and business machine services; and
 7. Accessory services to support the commerce park, such as express shipping, telephone exchange, branch bank or automated teller machines, and employee cafeteria or dining hall.
- B. The following uses are prohibited within a commerce park:
1. Heavy industrial activities, such as metal fabrication, dry cleaning, and furniture stripping and refinishing;
 2. Activities which use, store, process, or produce hazardous wastes; and
 3. Industrial, office, or business uses which interfere in the operation of the Fernandina Beach Municipal Airport.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-13
Land Development Code Amendment - Triplex and Multi-Family Residential Uses

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-13 at First Reading.

SYNOPSIS: Attached is an Ordinance requesting triplex and multi-family residential uses be made permissible in LDC Section 2.03.02 for the MU-8 zoning district. At present, these uses are permissible as subject to supplemental standards with no supplemental standards in place. Additional design standards for the MU-8 district are directed by LDC Section 4.03.03 for all development.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-13 at First Reading.

Dale Martin, City Manager 5/13/2019

Tammi E. Bach, City Attorney 5/14/2019



Date: April 29, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2019-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE (LDC) SECTIONS 2.03.02 (TABLE OF LAND USES), TO MAKE PERMISSIBLE TRIPLEX AND MULTI-FAMILY RESIDENTIAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment to Section 2.03.02, Table of Land Uses to modify Tri-plex and Multi-family residential use from subject to supplemental standards (S) to permissible (P); and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006 which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, April 24, 2019, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on April 12, 2019.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Section 2.03.02 Table of Land Use, specific to MU-8 for Triplex and Multi-family residential uses.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon adoption.

ENACTED this 21st day of May, 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

2.03.01 Table of Land Uses

Table 2.03.02. Table of Land Uses

ZONING DISTRICTS																					
I – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PL-1	CON	REC
PRINCIPAL LAND USES:																					
such as Billiard Parlors, Bowling Alleys, Game Rooms, and Skating Rinks																					
Railroad Facilities														P	P		P	P			
Religious Facilities	S		S	S	S	S	S	S	S	P	P	P	P				P	P			
Research, Education, and Development Facilities										P		P		P	P	P	P	P			
Residential Uses:																					
Single-Family	P	P	P	P	P	P	P	P	P	P			P					P Note 2			
Duplex					P	P			P	P			P								
Triplex					P	P			P	P			S								
Multi-Family						P				P			S								
Group Residential (see Note 3)						S			S	S			S								
Resort Rental			Note 1		Note 1	P															
Restaurant, With or Without Drive- Through Window *Note 5									P	P	P	P	P	P	P		P	P			
Retail Stores								P	P	P	P	P	P	P	P	P	P	P			
Schools, Elementary, Junior, or Senior High	S	S	S	S	S	S			S	P									P		
Scooter and Moped Rentals										P	S	P	S	P							
Seasonal Sales *Note 4									P	P	P	P	P	P	P		P	P			

APPLICATION FOR LAND DEVELOPMENT CODE TEXT AMENDMENTS

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach
AGENT:	Self
REQUESTED ACTION:	Land Development Code Text Amendments: • 6.02.32 Supplemental standards for Tri-plex and Multi-family Uses in MU-8 zoning district • 2.03.02 Table of Land Uses making Tri-plex subject to supplemental standards for the MU-8 zoning district

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

SUMMARY OF REQUEST:

Amending LDC Section 6.02.32 Supplemental Standards for Tri-plex and Multi-family Uses within the MU-8 zoning district as follows:

6.02.32 Triplex and Multifamily Uses

- A. Triplex and Multi-Family Dwellings are allowable in the C-3 **and MU-8** zoning district subject to the standards of the C-3 **and MU-8** zoning districts and additional standards defined herein.
- B. Triplex and Multi-Family Dwellings located within the Historic District or the CRA shall comply with the standards of those District Overlays.
- C. Off-street parking shall be provided as follows and located to the side, rear, center, or under of the principal structure(s):
 1. Two (2) spaces per dwelling unit over 1,250 sq. ft.
 2. One and one half (1.5) spaces for dwelling units 1001 -1250 sq. ft.
 3. One (1) space per dwelling unit 1,000 sq. ft. or under.
- D. Off Street Parking Required: Off-street parking requirements are subject to the following additional standards:
 1. For adaptive reuse and new construction of Triplex or Multi-family dwellings off-street parking may be met in off-site parking areas.
 2. The off-site parking area must be located within **4,000 600** feet walking distance of the structures' nearest dwelling entrance. A pedestrian connection providing a safe, well lighted walking environment shall be required.
 3. No more than two (2) off-site non-illuminated signs shall be allowed in order to designate or direct use of off-site parking spaces. Signs are exempt from permitting requirements and are limited to four (4) square feet and no taller than eight (8) feet.

4. Off-site parking must be located on property under the same ownership as the principal property [or the association of common owners], or if not under the same ownership, the off-site property for parking must be encumbered by an agreement to which the City must be a party, supplying the off-site parking for so long as it is satisfying the parking requirement of the principal use. The agreement must require the signature of the City Manager, and it may not be terminated or amended except in writing, meeting these same requirements, to which the City must be a party and the City Manager must be a signatory. Any agreement must be in a form acceptable to the City Attorney and recorded with the Nassau County Clerk of Courts. A copy of the recorded agreement shall be submitted to the City Attorney and City Manager within ten (10) days of its recording.
5. Fee In Lieu: Triplex or Multi-Family dwellings in the Central Business District, exclusive of the Amelia River Waterfront Community Redevelopment Area, may satisfy the requirements of off-street parking in the manner established in subsection (D) 1-4. Alternatively, it may satisfy the requirement in whole or in part by paying a fee in lieu of providing the required parking.
 - a. The fee shall be set annually by the City commission and shall be based on the average cost of acquiring land for and constructing a parking space in a parking structure in the City plus the present value of the cost of maintaining the space for so long as it is satisfying the parking requirement of the principal use. The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the Central Business District, not in the Amelia River Waterfront CRA.
6. Where possible, parking lots shall be designed to utilize existing curb cuts.
- E. Exterior lighting: All exterior lighting on the development site shall be directed and shielded to avoid direct illumination of a lot zoned or used for residential purposes.
- F. Street Lights: Street and common area lighting meeting City standards and provided at the developer's or property owner's expense. Decorative lighting is preferred. Lighting required for safety shall be located to avoid obstruction between the light fixtures and the area to be illuminated. All street lights installed shall be in accordance with the Illuminating Engineer Society of North America recommended values based on the pavement classification.
- G. Dumpsters or other Sanitary Facilities: All triplex and multi-family residential development must provide sanitary facilities that are either fully incorporated inside the multi-family structure or, if located outside, screened from the public rights-of-way and adjacent residentially used or zoned properties as consistent with LDC Section 5.01.07 requirements.
- H. Buffers: Triplex and multi-family development shall comply with buffer requirements set forth in LDC Section 4.05.12.
- I. Accessory Uses: Accessory uses are permissible in compliance with LDC Section 2.03.03 and subject to development standards in LDC Section 5.01.00.
- J. Signage: All permanent signage must comply with standards set forth in LDC Section 5.03.00 for the C-3 and MU-8 zoning districts and may be further

April 24, 2019

regulated by design requirements set by the historic district overlay LDC Section 8.01.03.

- K. Architectural Articulation for New Construction **in the C-3 and MU-8 zoning districts**: A building's exterior walls shall be articulated using material, architectural elements, arrangement of openings, design of horizontal and vertical planes, and changes in height to provide substantial massing variations. Long, monotonous roof planes and uninterrupted expanses of blank wall are not allowed along street frontages. Articulated roof forms and wall opening shall be used to add visual interest and contribute to a pedestrian scale.
1. Where solid walls are required by building code, the wall shall be articulated and divided into distinct modules, through the use of projections and recesses (i.e. setbacks, reveals, belt courses, awnings, arcades, porches, etc.) within the building envelope or projecting from upper floors.
 2. Commercial buildings and buildings with ground floor commercial uses shall have a ceiling height minimum of twelve (12) feet for the ground floor.
 3. Entryways. Doorways, windows, storefronts, and other openings in the facades of buildings shall be placed and proportioned to reflect pedestrian scale and movement and to encourage visual interest at the street level. The use of functional and decorative elements, including weather protection features (i.e. colonnades, arcades, canopies, etc.), signage, and architectural detailing, shall be used to create human scale on a building's principal façade. Elements shall be integral to the architecture of the building, designed so as not to appear to be "tacked on" to the building façade.

Rationale: LDC Section 2.03.02 references supplemental standards for the allowance of Multi-family residential use within the MU-8 zoning district, however no standards were provided. The request utilizes standards drafted and approved in December 2018 for use within the C-3 zoning district and applies them to the MU-8 district. Modifies pedestrian connection distance connection to be consistent with off site parking standards provided in LDC Section 7.01.04 (B).

2.03.01 Table of Land Uses

Table 2.03.02. Table of Land Uses

ZONING DISTRICTS																					
- Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PI-1	CON	REC
PRINCIPAL LAND USES:																					
such as Billiard Parlors, Bowling Alleys, Game Rooms, and Skating Rinks																					
Railroad Facilities														P	P		P	P			
Religious Facilities	S		S	S	S	S	S	S	S	P	P	P	P								
Research, Education, and Development Facilities										P		P		P	P	P	P	P			
Residential Uses:																					
Single-Family	P	P	P	P	P	P	P	P	P	P			P					P Note 2			
Duplex					P	P			P	P			P								
Triplex					P	P			P	P			S								
Multi-Family						P				S			S								
Group Residential (see Note 3)						S			S	S			S								
Resort Rental			Note 1		Note 1	P															
Restaurant, With or Without Drive- Through Window *Note 5									P	P	P	P	P	P	P		P	P			
Retail Stores								P	P	P	P	P	P	P	P	P	P	P			
Schools, Elementary, Junior, or Senior High	S	S	S	S	S	S			S	P									P		
Scooter and Moped Rentals										P	S	P	S	P							
Seasonal Sales *Note 4									P	P	P	P	P	P	P		P	P			



**MINUTES
PLANNING ADVISORY BOARD
SPECIAL MEETING
APRIL 24, 2019**

1. CALL TO ORDER – 5:00PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Wayne Peterson
Jenny Schaffer (Alt 2)
Mark Bennett*

*Frank Santry (Chair)
Greg Roland (arrived at 5:02)*

MEMBERS ABSENT:

*Richard Clark
Donna Lewis (Alt 1)*

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

In Member Clark's absence, Alternate Member Schaffer was seated as a voting Member.

2. NEW BUSINESS

- 2.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-11): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 6.02.32 PROVIDING SUPPLEMENTAL STANDARDS FOR MULTIFAMILY DEVELOPMENT WITHIN THE 8TH STREET MIXED USE (MU-8) ZONING DISTRICT.

No members of the public wished to speak.

In order to make an amendment to the requested action, Chair Santry passed the gavel to Vice Chair Bennett.

ACTION TAKEN: A motion was made by Member Santry, seconded by Member Roland, to amend the requested action, that all changes on pages 1, 2, 3, & 4 be eliminated and that the designations in Table 2.03.02 for triplex and multi-family be changed to P, and that that be the only change made in the 4 pages of the LDC.

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

Vote upon passage of the requested action as amended was taken by ayes and nays and being all ayes, carried.

- 2.2 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-12): CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTIONS 7.01.01 (ACCESS AND DRIVEWAY DESIGN REQUIREMENTS) AND 7.01.02 (STREETS AND RIGHTS OF WAY).

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Bennett, to table PAB Case# 2019-12 to the May 8, 2109 regular PAB meeting.

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

Postponed to May 8, 2019 regular PAB meeting.

3. **BOARD BUSINESS**

Chair Santry raised the issue of whether a PUD could modify use restrictions of the FLUM map.

4. **STAFF REPORT**

1. **Update on FLUM Amendments and Discussion of Preliminary Analysis**

Ms. Gibson provided an update. The Board discussed in length.

2. **Upcoming EAR Workshops:** **Tuesday, April 23**
 Thursday, April 25
 Monday, April 29
 Tuesday, April 30

5. **PUBLIC COMMENT**

6. **ADJOURNMENT – 6:08 PM**

Samantha Rogic, Recording Secretary

Frank Santry, Chair

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 5/10/2019

Date: March 27, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

City Commissioner Meeting 21 May 2019

City Commissioner Discussion Items

Item 11.1 Land Conservation

Currently a referendum election shall be required for sale of recreation land [See below]. It appears no such ordinance exists for conservation land.

Discuss whether to direct staff to prepare an Ordinance to require a referendum for sale of conservation land.

Additionally, discuss whether to amend the Comprehensive Plan to require voter referendum for both Recreation and Conservation Land.

Finally, discuss whether to amend the Ordinances to require a super majority of City Commissioners to refer a sale of land for referendum.

City Ordinances

Sec. 10A. - Referendum required for sale of city-owned recreational facilities and land.

(1)

A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2)

"Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

(Ord. No. [2016-11](#), § 4, 7-5-16)

Editor's note— Ord. No. [2016-11](#), [§ 4](#), adopted July 5, 2016, election of Nov. 8, 2016, amended [§ 10A](#), in effect repealing and reenacting said section as set out herein. Former [§ 10A](#) pertained to additional powers; conveyance of swimming pools, golf courses, other recreational facilities and derived from Laws of Fla., ch. 59-1278, [§ 4](#); Ord. No. 668, [§ 1](#), adopted Aug. 7, 1984; Ord. No. 793, [§ 1](#), adopted Apr. 5, 1988; and Ord. No. 91-17, [§ 1](#), adopted Sept. 17, 1991.

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 5/10/2019

Date: March 27, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Future Land Use Map (FLUM) and Zoning Map Corrections

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Establish a project plan to correct approximately seventy errors between the Future Land Use Map (FLUM) and the Zoning map.

Recommendations/considerations:

1. In build out situations, the FLUM should be modified to agree with existing zoning.
2. For open spaces, where possible, the Zoning map should be modified to align with the FLUM while recognizing private property rights.
3. Consider the City purchasing parcels for conservation.

This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 4/25/2019

Dale Martin, City Manager 5/10/2019



Date: April 25, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Congestion Charging

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Florida Department of Transportation (FDOT) has agreed to do an initial two part assessment "Congestion Charging" feasibility. Firstly from a legal standpoint as to whether a charge can be assessed on an existing state road (as opposed to new construction levying a toll). Secondly, whether revenues from a charge can be distributed locally instead of entering into FDOT general finds. Provided both these issues are favorably viewed, a discussion on how to proceed will be required, whether the State is taking the lead as a pilot program, or whether city and county providing a grassroots initiative.

This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 5/1/2019
Dale Martin, City Manager 5/10/2019

Submitted By: Caroline Best
 Caroline Best, City Clerk

Date: May 01, 2019

COMMISSION ACTION:

CONGESTION CHARGING FEASIBILITY STUDY ACTION ITEMS

sharing the burden, shaping the future

- Goal
 - Identify feasibility of Congestion Charging as a means to manage traffic congestion on island and to share the burden of infrastructure funding (presently borne by island residents) with island visitors
- Study Parameters
 - Identify stakeholders in implementing the program (e.g. FDOT, City, County, NE Florida Transportation Planning Organization, possible concessioner)
 - Describe available technologies to execute the program
 - Quantify present, near term, and long term incoming trafficking patterns in terms of total number of vehicles per day per calendar year, peak periods, areas of congestion/concern (e.g. Fletcher Ave and beach parking)
 - Project estimate of how many of the total vehicles are from island residents, island employees, commercial, and visitors
 - Conduct cost/benefit analysis of expected revenue in terms of charge per vehicle during selected periods of time (e.g. 7AM to 5PM daily May through September and 7AM to 5PM weekend and holidays October through April) for present, near, and far terms.
 - Examine exemption impact by vehicle ownership (residents, employees, commercial) on revenues and propose management procedures to implement full and/or partial exemptions by category. Additionally, examine possibility of annual pass system (i.e. SunPass)
 - Estimate impacts, both positive and negative, of proposed charges on curtailing congestion and for managing island quality of life
 - Examine feasibility of tie-in to public transit (tag line , "Ride to the Beach")
 - Propose division of revenues for road maintenance, parking, roadway beautification projects
 - Identify concession responsibilities in administering and maintaining the program
- Study Lead
 - FDOT has agreed to do an initial two part assessment of the proposal. Firstly from a legal standpoint as to whether a charge can be assessed on an existing state road (as opposed to new construction levying a toll). Secondly, whether revenues from a charge can be distributed locally instead of entering into FDOT general finds. Provided both these issues are favorably viewed, a discussion on how to proceed will be required, whether State taking the lead as a pilot program, or whether city and county providing a grassroots initiative.

SHARING THE BURDEN WHILE SHAPING THE FUTURE

- The future of explosive population growth and traffic congestion has arrived on Amelia Island
- Numerous governmental studies conclude that south Florida like growth in Nassau County will continue in near and far terms
- Island infrastructure and unique sense of place are under assault
- Lack of funding and limited management tools hampers local government's ability to mitigate detrimental effects of this onslaught of visitors
- Congestion Charging is a new tool to both access new revenues and to manage road and parking congestion/maintenance issues
- Congestion Charging shifts some of the burden of infrastructure funding from the shoulders of island residents to those of island visitors
- Congestion Charging gives city planners a tool to lessen traffic during peak periods
- Congestion Charging is a fee system that charges drivers to access the designated charging area during designated times
- Congestion Charging is a concession based system that operates similar to SunPass that allows planners to flexibly manage who is charged, how much, and when
- Congestion Charging is a system that is immediately available
- Congestion Charging revenues can be shared between county and city should the charging area affect both entities
- Congestion Charging revenues can be applied to maintaining beach parking and access, city parking, traffic control, road maintenance, and island beautification along roadways
- The system will use an electronic eye to capture license numbers coming on island at the bridges. A once per calendar day charge will be assessed to the vehicle entering the island. Island residents and other designated individuals (like employees of island businesses, taxis, trucks, etc) will received a 100% discount. Registration for

discount can be done at time of vehicle registration. The amount of charge needs to be determined, as well as the hours/days the charge will apply. The concession will manage the system and billing. The amount of revenue and its division between concession, city, and county needs to be determined.