



***AMENDED AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 16, 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 Bernard Thompson of New Zion Missionary Baptist Church.

4. PRESENTATIONS

4.1 **PRESENTATION – OCEAN HIGHWAY AND PORT AUTHORITY** – *A representative of the Ocean Highway and Port Authority (OHPA) will present the annual Payment In Lieu of Taxes (PILOT) payment to the City Commission for Fiscal Year 2018/2019.*

4.2 **PRESENTATION - FLORIDA INLAND NAVIGATION DISTRICT (FIND)** - *FIND Commissioner Mr. Lynn Williams will present a check in the amount of \$351,389 for marina dredging and marina repair which represents a 50% cost share.*

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

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

6. CONSENT AGENDA

6.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - April 2, 2019; and City Commission Regular Meeting - April 16, 2019.*

7. RESOLUTIONS

7.1 **CHANGE ORDER APPROVAL - CLOUD 9 SERVICES, INC. DBA FENDER MARINE CONSTRUCTION** - **RESOLUTION 2019-112 APPROVING CHANGE ORDER #11 WITH CLOUD 9 SERVICES, INC. DBA FENDER MARINE CONSTRUCTION RELATED TO THE SOUTHERN ATTENUATOR PROJECT AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves Change Order #11 with Cloud 9 Services, Inc. (Fender Marine Construction) related to the Southern Attenuator Project at the Fernandina Beach Harbor Marina and authorizes increasing the total project cost to \$6,287,054.13.*

- 7.2 **AIRPORT T-HANGAR AND ROW HANGAR WAITING LIST POLICY - RESOLUTION 2019-113** ADOPTING AN AIRPORT T-HANGAR AND ROW HANGAR WAITING LIST POLICY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Adopts a policy for administration of the airport's existing T-Hangar and Row Hangar waiting list.*
- 7.3 **AWARD OF BID #19-05 - THOMAS MAY CONSTRUCTION COMPANY, INC. - RESOLUTION 2019-114** AUTHORIZING THE AWARD OF BID #19-05 TO THOMAS MAY CONSTRUCTION COMPANY, INC. FOR DEMOLITION OF OFFICE SPACE, REHABILITATION OF HANGAR D, AND REMOVAL OF MODULAR TRAILER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the award of Bid #19-05 to Thomas May Construction Company, Inc. in the amount of \$131,350.*
- 7.4 **SOLE SOURCE VENDOR APPROVAL - PRECISION SIDEWALK SAFETY - RESOLUTION 2019-115** APPROVING PRECISION SIDEWALK SAFETY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Precision Sidewalk Safety as a sole source vendor for the removal of sidewalk trip hazards in an amount not to exceed \$40,000.*
- 7.5 **PERSONNEL POLICY MANUAL AMENDMENT- RESOLUTION 2019-116** RESTATING AND AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves and adopts the restated and amended Personnel Policy Manual.*
- 7.6 **OPTION AGREEMENT FOR SALE AND PURCHASE - 526 CITRONA DRIVE - RESOLUTION 2019-117** APPROVING AN OPTION AGREEMENT FOR SALE AND PURCHASE OF A PARCEL OF LAND AT 526 CITRONA DRIVE FOR THE PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Option Agreement for Sale and Purchase to acquire land for conservation.*
- 7.7 ***VEHICLE PURCHASE APPROVAL/BUDGET AMENDMENT – POLICE DEPARTMENT – RESOLUTION 2019-118** APPROVING THE PURCHASE OF A VEHICLE AND EQUIPMENT FOR THE POLICE DEPARTMENT FOR FISCAL YEAR 2018/2019; APPROVING AMENDMENTS TO THE POLICE DEPARTMENT FUND BUDGET FOR FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of a 2019 Ford Police Utility Vehicle and all related equipment for the Police Department in Fiscal Year 2018/2019. Also approves a transfer of \$32,000 to Police Machinery and Equipment account from: Police Repair & Maintenance Buildings account (\$14,000); Police Full-Time Salaries account (\$9,000); and Police Part-Time Salaries account (\$9,000).*

8. ORDINANCES - FIRST READING

- 8.1 **LAND DEVELOPMENT CODE AMENDMENT - TELECOMMUNICATION FACILITIES - ORDINANCE 2019-17** AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 7.01.02 (STREETS AND RIGHTS-OF-WAY); AND 6.01.00 (WIRELESS TELECOMMUNICATIONS FACILITIES NOT LOCATED IN CITY RIGHTS OF WAY); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to wireless telecommunications facilities.*

- 8.2 **LAND DEVELOPMENT CODE AMENDMENT - RIGHTS-OF-WAY STANDARDS - ORDINANCE 2019-18 AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 7.01.00 (ACCESS AND DRIVEWAY DESIGN REQUIREMENTS); AND 7.01.01 (STREETS AND RIGHTS-OF-WAY); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends the Land Development Code specific to Rights-of-Way Standards.*

9. BOARD APPOINTMENT

- 9.1 **BOARD OF ADJUSTMENT** - *one appointment.*

10. CITY COMMISSION DISCUSSION

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

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
 Ocean Highway and Port Authority

ITEM TYPE: Presentation

REQUESTED ACTION: Presentation

SYNOPSIS: A representative of the Ocean Highway and Port Authority (OHPA) will present the annual PILOT (payment in lieu of taxes) payment for Fiscal Year 2018/2019 to the City Commission.

FISCAL IMPACT: Upon receipt, monies will deposited into the appropriate account.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 7/2/2019

Date: November 08, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Florida Inland Navigation District (FIND)

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: FIND Commissioner Mr. Lynn Williams will present a check in the amount of \$351,389 for Marina dredging and Marina repair which represents a 50% cost share.

FISCAL IMPACT: Upon receipt, monies will be deposited into the appropriate account(s).

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 7/2/2019


Date: June 06, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

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 June 2019.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 7/9/2019

Dale Martin, City Manager 7/9/2019

Date: April 19, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

June 2019

Overall: Nine months of the fiscal year 2018/2019 represents 75.0% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of June. 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 75.0% mark at 88.2% of the annual budget primarily due to the timing of property tax receipts and Licenses and Permits. For the month of June 100.7% or \$12.8M has been received for property taxes. General Fund revenues exceeded expenses on a year to date bases by just over \$4.0 million. Specific revenue sources we are tracking are detailed below.

	18/19 Budget	June 19 YTD \$	June 19 YTD %	June 18 YTD \$	June 18 YTD %	
Local Option Gas Tax	393,321	238,438	60.6%	187,092	77.0%	
Small County Surtax (one cent sales tax)	1,978,258	1,334,257	67.4%	1,204,318	68.0%	
Half Cent Sales Tax	889,256	655,199	73.7%	629,761	73.7%	
Franchise Fees	1,440,000	987,391	68.6%	1,001,194	71.5%	
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 75.0% 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 Funds 150 Utility Tax and 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)

Revenues exceed expenses in the Capital Improvements Fund. There are capital commitments in the Capital Improvements Fund (300) for beach monitoring, dredging, and new playground equipment and surfacing at both MLK the Atlantic Rec Center. 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 \$4,575 lower this June year to date compared to June 2018. In June, both margins on Pro Shop Sales and F&B Sales are lower than the budgeted ratio.

Airport: (420)

Revenues exceeded expenses for the month of June. 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. Revenue for Sewer Fees were \$24,447 or .6% higher than last June year to date.

Water: (460)

Revenue exceed expenses for the month. Revenue from Water Fees were \$77,337 or 2.6% higher than last June year to date.

Stormwater: (470)

Expenses exceed revenue year to date.

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 JUNE 30, 2019**

75.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 12,753,306	\$ 12,840,266	\$ 86,960	100.7%
Sales /Use/Fuel Taxes	2,596,579	1,572,695	(1,023,884)	60.6%
Franchise Fees	1,460,000	1,004,840	(455,160)	68.8%
Licenses/Permits	1,601,825	1,423,743	(178,082)	88.9%
Intergovernmental	1,514,375	1,195,138	(319,237)	78.9%
Charges for Services	1,348,943	1,028,379	(320,564)	76.2%
Fines and Forfeitures	23,700	21,199	(2,501)	89.4%
Other	175,058	179,724	4,666	102.7%
Subtotal	21,473,786	19,265,985	(2,207,801)	89.7%
Transfers/Reimbursements				
Utility Tax	1,800,000	1,350,000	(450,000)	75.0%
Sanitation	36,000	27,000	(9,000)	75.0%
Wastewater	360,000	270,000	(90,000)	75.0%
Water	180,000	135,000	(45,000)	75.0%
Fleet	15,000	11,250	(3,750)	75.0%
Total Revenues (excluding cash balance)	23,864,786	21,059,235	(2,805,551)	88.2%
EXPENDITURES:				
City Commission	334,373	217,332	117,041	65.0%
City Clerk	513,348	367,135	146,213	71.5%
City Manager	488,757	353,850	134,907	72.4%
Finance	789,868	589,341	200,527	74.6%
Information and Technology	813,609	402,750	410,859	49.5%
Human Resources	375,806	254,624	121,182	67.8%
City Attorney	352,708	226,708	126,000	64.3%
Planning	637,393	444,601	192,792	69.8%
Facility Maintenance	620,929	454,076	166,853	73.1%
Police	5,875,077	4,084,952	1,790,125	69.5%
Fire	4,290,900	2,981,402	1,309,498	69.5%
Fire Ocean Rescue	328,687	122,619	206,068	37.3%
Building / Permitting	1,159,808	561,828	597,980	48.4%
Code Enforcement	221,251	146,927	74,324	66.4%
Streets	2,377,841	1,628,114	749,727	68.5%
Downtown	84,791	49,303	35,488	58.1%
Public Assistance	58,500	24,716	33,784	42.2%
Library	14,361	6,215	8,146	43.3%
Recreation	1,100,766	680,312	420,454	61.8%
Parks	393,734	143,840	249,894	36.5%
Peck	305,363	193,448	111,915	63.4%
MLK Center	201,908	137,577	64,331	68.1%
Youth	284,561	195,130	89,431	68.6%
Aquatics	342,195	222,004	120,191	64.9%
Non-Departmental	263,183	214,534	48,649	81.5%
Contingency	0	0	-	
Transfers				
Debt Service	423,720	317,790	105,930	75.0%
Capital Improvements	1,600,000	1,252,500	347,500	78.3%
Golf	220,000	165,000	55,000	75.0%
Cemetery	11,300	8,475	2,825	75.0%
Marina	300,000	225,000	75,000	75.0%
Subtotal	24,784,737	16,672,100	8,112,636	67.3%
Encumbrances - All Departments		310,241	(310,241)	
Reserves	4,454,213	-	4,454,213	
Reserves - Restricted	2,258,800	-	2,258,800	
Total Expenditures (including Encumbrances)	31,497,750	16,982,342	14,515,408	53.9%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURE:	(7,632,964)	4,076,893	11,709,857	
Fund Balance, October 1, 2018 (Cash Balance)				
Unrestricted	5,342,964	5,342,964	-	
Restricted Building	2,290,000	2,290,000	-	
Fund Balance, June 30, 2019	\$ -	\$ 11,709,857	\$ 11,709,857	

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

75.0%

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	181,680	107,080	243.5%
125 Tree Trust	0	18,590	18,590	74360000.0%
126 Historic Distric (HDC)	0	3,010	3,010	12040000.0%
130 CDBG - Economic Development	101,181	2,245	(98,936)	2.2%
145 Wastewater Impact Fees	1,105,200	981,303	(123,897)	88.8%
146 Water Impact Fees	449,400	406,518	(42,882)	90.5%
150 Utility Tax	2,010,000	1,339,677	(670,323)	66.7%
160 Local Law Enforcement Block Grant	-	-	-	0.0%
170 Cemetery	1,288,500	183,461	(1,105,039)	14.2%
180 Community Redevelopment Area	20,000	-	(20,000)	0.0%
190 Law Enforcement Recovery	219,200	96,562	(122,638)	44.1%
Total Revenues	\$ 5,270,242	\$ 3,213,186	\$ (2,057,056)	61.0%
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	375,000	730,200	33.9%
146 Water Impact Fees	449,400	255,000	194,400	56.7%
150 Utility Tax	2,010,000	1,350,000	660,000	67.2%
160 Local Law Enforcement Block Grant	-	-	0	0.0%
170 Cemetery	1,288,500	129,785	1,158,715	10.1%
180 Community Redevelopment Area	20,000	-	20,000	0.0%
190 Law Enforcement Recovery	219,200	121,574	97,626	55.5%
Total Expenditures	\$ 5,270,242	\$ 2,292,680	\$ 2,977,562	43.5%

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 JUNE 30, 2019**

75.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 5,481,700	\$ 2,186,982	\$ (3,294,718)	39.9%
	Expenses				
	General Government	\$ 800,871	\$ 312,970	487,901	39.1%
	Police	-	-	-	0.0%
	Fire	-	-	-	0.0%
	Streets	730,829	327,061	403,768	44.8%
	Recreation	3,070,000	1,109,222	1,960,778	36.1%
	Parks	253,000	29,710	223,290	11.7%
	Peck	325,000	245,549	79,451	75.6%
	MLK	152,000	38,733	113,267	25.5%
	Aquatics	80,000	79	79,921	0.1%
	Subtotal	5,411,700	2,063,324	3,348,376	38.1%
	Net Revenues(Expenses)	\$ 70,000	\$ 123,658	\$ (53,658)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,708,000	\$ 10,197	\$ (1,697,803)	0.6%
	Admin	943,374	105,442	(837,932)	11.2%
	Police	250,272	41,094	(209,178)	16.4%
	Fire	864,289	77,285	(787,004)	8.9%
	Sanitation	-	-	-	0.0%
	Recreation	3,136,965	489,122	(2,647,843)	15.6%
	Subtotal	6,902,900	723,140	(6,179,760)	10.5%
	Expenses				
	Admin	\$ 2,444,574	\$ 1,348	\$ 2,443,226	0.1%
	Police	250,972	-	\$ 250,972	0.0%
	Fire	865,489	8,602	\$ 856,887	1.0%
	Recreation	3,341,865	109,370	\$ 3,232,495	3.3%
	Subtotal	6,902,900	119,321	6,783,579	1.7%
	Net Revenues(Expenses)	\$ -	\$ 603,819	\$ 603,819	0.0%
330	Wastewater Improvement				
	Revenues	\$ 3,488,400	\$ 1,127,658	\$ (2,360,742)	32.3%
	Expenses	3,488,400	-	3,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 1,127,658	\$ 1,127,658	0.0%

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

75.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,446,262	\$ 1,025,527	\$ (420,735)	70.9%
Operating Expense*	1,498,859	1,075,305	423,554	71.7%
Operating Income (Loss)	(52,597)	(49,778)	2,819	94.6%
Non Operating Income (Expense) & Transfers	125,990	223,188	97,198	177.1%
Change in Net Position	\$ 73,393	\$ 173,410	\$ 100,017	236.3%
Airport Fund 420				
Operating Revenues	\$ 865,679	\$ 670,644	\$ (195,035)	77.5%
Operating Expense*	544,286	368,213	176,073	67.7%
Operating Income (Loss)	321,393	302,431	(18,962)	94.1%
Non Operating Income (Expense) & Transfers	265,168	205,874	(59,294)	77.6%
Change in Net Position	\$ 586,561	\$ 508,306	\$ (78,255)	86.7%
Sanitation Fund 440				
Operating Revenues	\$ 2,400,000	\$ 1,797,313	\$ (602,687)	74.9%
Operating Expense*	2,397,395	1,538,081	859,314	64.2%
Operating Income (Loss)	2,605	259,233	256,628	9951.4%
Non Operating Income (Expense) & Transfers	19,000	(11,740)	(30,740)	-61.8%
Change in Net Position	\$ 21,605	\$ 247,493	\$ 225,888	1145.5%
Wastewater Fund 450				
Operating Revenues	\$ 5,870,988	\$ 4,374,318	\$ (1,496,670)	74.5%
Operating Expense*	2,619,299	1,780,045	839,254	68.0%
Operating Income (Loss)	3,251,689	2,594,273	(657,416)	79.8%
Non Operating Income (Expense) & Transfers	(2,852,583)	(2,065,366)	787,217	72.4%
Change in Net Position	\$ 399,106	\$ 528,907	\$ 129,801	132.5%
Water Fund 460				
Operating Revenues	\$ 4,228,137	\$ 3,129,185	\$ (1,098,952)	74.0%
Operating Expense*	2,450,246	1,489,199	961,047	60.8%
Operating Income (Loss)	1,777,891	1,639,985	(137,906)	92.2%
Non Operating Income (Expense) & Transfers	(1,050,549)	(783,485)	267,064	74.6%
Change in Net Position	\$ 727,342	\$ 856,500	\$ 129,158	117.8%
Stormwater Fund 470				
Operating Revenues	\$ 815,000	\$ 644,541	\$ (170,459)	79.1%
Operating Expense*	674,675	481,314	193,361	71.3%
Operating Income (Loss)	140,325	163,227	22,902	116.3%
Non Operating Income (Expense) & Transfers	685,000	-	(685,000)	0.0%
Change in Net Position	\$ 825,325	\$ 163,227	\$ (662,098)	19.8%
Marina Fund 480				
Operating Revenues	\$ 480,125	\$ 99,667	\$ (380,458)	20.8%
Operating Expense*	1,006,652	418,217	588,435	41.5%
Operating Income (Loss)	(526,527)	(318,550)	207,977	60.5%
Non Operating Income (Expense) & Transfers	11,882,112	4,589,661	(7,292,451)	38.6%
Change in Net Position	\$ 11,355,585	\$ 4,271,111	\$ (7,084,474)	37.6%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 69,327	\$ 5,326	\$ 64,001	7.7%
Airport Fund 420	612,038	225,570	386,468	36.9%
Sanitation Fund 440	100,000	98,886	1,114	98.9%
Wastewater Fund 450	1,189,000	513,239	675,761	43.2%
Water Fund 460	648,000	81,965	566,035	12.6%
Stormwater Fund 470	910,395	191,341	719,054	21.0%
Marina Fund 480	11,686,550	3,520,034	8,166,516	30.1%
Total Enterprise Funds	\$ 15,215,310	\$ 4,636,360	\$ 10,578,950	30.5%

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

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	1,091,024.57	1,080,631.43	10,393.14	164,999.97		7,309.33	168,083.78
Airport (420)	895,450.94	593,782.36	301,668.58			18,932.39	282,736.19
Sanitation (440)	1,812,573.56	1,636,966.36	175,607.20		(27,000.00)		148,607.20
Wastewater (450)	4,466,389.05	2,293,284.44	2,173,104.61		(2,157,437.25)		15,667.36
Water (460)	3,154,111.60	1,571,164.07	1,582,947.53	450,000.00	(1,258,311.78)		774,635.75
Storm Water Management (470)	644,540.65	672,654.60	(28,113.95)				(28,113.95)
Marina (480)	4,652,791.42	3,938,250.99	714,540.43	225,000.00		188,462.88	751,077.55

*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

7/1/2019

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
190		30	27,592.93	
98		60	6,896.90 *	
71		90	6,543.04 *	
53		120	15,044.22 *	
-		150	- *	
-				
-				
-		Total	\$ 56,077.09	

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

-	Closed accts. from IMS	320 accts. w/delinquent balances	\$ 47,830.23
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Utility Billings in Collections

<u>Year based on final billing date</u>	<u># of Accounts Transferred</u>	<u>Amt of \$ Transferred</u>	<u>Amt of \$ Recovered by CCI</u>	<u>Amt of \$ Recovered by UB</u>	<u>Total \$ Recovered</u>	<u>% recovered</u>
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	1,646.60	5,914.23		27.48%
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		17.93%
2018 (thru June)	68	22,350.50	809.44	156.61		4.32%
		\$ 76,492.05	\$ 3,863.28	\$ 9,438.75	\$ 13,302.03	17.39%

Recovered to date \$ (13,302.03)

Balance currently at CCI \$ 63,190.02

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
8		30	6,507.80	(Amelia Island Aviation - acct closed)
6		60	5,968.84	\$ -
4		90	5,782.65	\$ -
0		120	-	\$ -
0		150+	-	\$ 8,758.77
8		Sub Total	\$ 18,259.29	\$ 8,758.77
				\$ 27,018.06

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
14	ALL Customers			\$8,890
		30		
		60		
		90		
		120		
1		150+	880.88	
			880.88	
				30
				60
				30+60
David Johnson	In Collections			150
Total				

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
3		30	491.22	
0		60	-	
0		90	-	
0		120+	-	
3		Sub Total	\$ 491.22	

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
001 31240	-12,753,306.00	-12,753,306.00	-12,840,266.34	-212,944.14	0.00	86,960.34	100.7%
	-393,321.00	-393,321.00	-238,437.55	-39,677.45	0.00	-154,883.45	60.6%*
001 31251		STATE/FIRE INSURANCE TAX					
001 31252	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%*
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%*
001 31260		SMALL COUNTY SURTAX					
001 31610	-1,978,258.00	-1,978,258.00	-1,334,257.10	-145,448.29	0.00	-644,000.90	67.4%*
001 31620	-145,000.00	-145,000.00	-128,382.13	-3,877.30	0.00	-16,617.87	88.5%*
	-3,750.00	-3,750.00	-346.54	0.00	0.00	-3,403.46	9.2%*
001 31630		LOCAL BUSINESS TAX - OTHER FEES					
001 31640	0.00	0.00	-320.25	-157.50	0.00	320.25	100.0%
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%*
001 32200		BUILDING PERMITS					
001 32201	-655,000.00	-655,000.00	-594,944.75	-59,235.00	0.00	-60,055.25	90.8%*
	0.00	0.00	-5,832.50	0.00	0.00	5,832.50	100.0%
001 32202		BLDING PERMIT-CONSTRUCTION PL					
001 32203	-300,000.00	-300,000.00	-244,396.45	-24,158.00	0.00	-55,603.55	81.5%*
	-7,500.00	-7,500.00	-5,508.50	-368.00	0.00	-1,991.50	73.4%*
001 32204		BUILDING PERMIT-DRIVEWAY					
001 32206	-6,000.00	-6,000.00	-4,550.00	-420.00	0.00	-1,450.00	75.8%*
	-5,000.00	-5,000.00	-4,660.00	0.00	0.00	-340.00	93.2%*
001 32207		BLDING PERMIT-REINSPECTION FEE					
001 32210	-3,500.00	-3,500.00	-1,470.00	-490.00	0.00	-2,030.00	42.0%*
	-25,000.00	-25,000.00	-29,877.50	0.00	0.00	4,877.50	119.5%
001 32211		BUILDING PERMIT-FENCING					
001 32218	-5,000.00	-5,000.00	-1,050.00	0.00	0.00	-3,950.00	21.0%*
	-25,000.00	-25,000.00	-10,507.00	-456.00	0.00	-14,493.00	42.0%*
001 32219		TREE TRUST FUND RESERVE					
	-25,000.00	-25,000.00	-6,382.50	0.00	0.00	-18,617.50	25.5%*

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FOR 2019 09

	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	-987,391.14	-105,379.27	0.00	-452,608.86	68.6%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-17,448.94	-2,431.36	0.00	-2,551.06	87.2%*
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	-30,125.00	-4,900.00	0.00	12,125.00	167.4%
001 32903		SIGN PERMITS					
	-4,500.00	-4,500.00	-2,698.00	-384.00	0.00	-1,802.00	60.0%*
001 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-74,874.00	-3,890.00	0.00	14,874.00	124.8%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-6,525.00	-300.00	0.00	-1,975.00	76.8%*
001 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-15,040.00	-1,440.00	0.00	1,040.00	107.4%
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,575.00	-225.00	0.00	-4,425.00	26.3%*
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	-36,436.00	-2,196.00	0.00	1,436.00	104.1%
001 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-33,254.00	-913.00	0.00	8,254.00	133.0%
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	-2,700.00	-600.00	0.00	-100.00	96.4%*
001 32917		BOA APP FEES-RESIDENTIAL					
	-10,400.00	-10,400.00	-7,050.00	0.00	0.00	-3,350.00	67.8%*
001 32918		ZONING CERTIFICATION FEE					
	-3,925.00	-3,925.00	-1,925.00	-100.00	0.00	-2,000.00	49.0%*
001 32920		CDD COPIES MADE FEE					
	-2,600.00	-2,600.00	-230.71	0.00	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	-12,800.00	-3,000.00	0.00	-24,400.00	34.4%*
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	-250.00	-250.00	0.00	-500.00	33.3%*
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	-2,000.00	-800.00	0.00	-1,200.00	62.5%*
001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-19,891.05	-2,581.47	0.00	17,891.05	994.6%
001 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-3,963.45	-2,008.25	0.00	2,963.45	396.3%
001 32981		SPECIAL EVENT PERMITS					
	-3,500.00	-3,500.00	-6,453.00	-50.00	0.00	2,953.00	184.4%
001 32982		SPECIAL BANNER PERMITS					
	-1,500.00	-1,500.00	-1,725.00	-350.00	0.00	225.00	115.0%
001 32992		FIRE MARSHALL'S FEES					
	-30,000.00	-30,000.00	-80,373.75	-590.90	0.00	50,373.75	267.9%
001 32995		ADDRESS ASSIGNMENT					
	-1,500.00	-1,500.00	-680.00	0.00	0.00	-820.00	45.3%*
001 33120		FEMA GRANT					
	0.00	0.00	-114,770.85	-33,501.96	0.00	114,770.85	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	-655,199.41	-81,564.58	0.00	-234,056.59	73.7%*
001 33420		FEMA STATE					
	0.00	0.00	-18,885.75	-5,350.93	0.00	18,885.75	100.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-227,319.00	-227,319.00	-167,786.93	-18,643.00	0.00	-59,532.07	73.8%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-587.61	-23.50	0.00	-212.39	73.5%*
001 33515		ALCOHOLIC BEV LICENSE					
	-25,000.00	-25,000.00	-22,405.86	0.00	0.00	-2,594.14	89.6%*
001 33522		FIREFIGHTERS' SUPPLEMENT					
	-10,000.00	-10,000.00	-8,370.00	-5,640.00	0.00	-1,630.00	83.7%*
001 33720		SCHOOL RESOURCE OFFICER					
	-250,000.00	-250,000.00	-196,177.09	-31,707.37	0.00	-53,822.91	78.5%*
001 33721		DEA REIMBURSEMENT					
	-12,000.00	-12,000.00	-10,954.56	0.00	0.00	-1,045.44	91.3%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,000.00	-118,000.00	-41,844.31	0.00	0.00	-76,155.69	35.5%*
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	-335,363.68	-37,850.14	0.00	-115,579.32	74.4%*
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	-3,376.80	-3,376.80	0.00	-2,623.20	56.3%*
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-124,999.86	-13,166.00	0.00	-35,000.14	78.1%*
001 34701		TRUST ACTIVITIES TAXABLE					
	-20,000.00	-20,000.00	-27,640.87	-2,969.41	0.00	7,640.87	138.2%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-17,276.98	-984.00	0.00	7,276.98	172.8%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,262.50	-257.00	0.00	3,262.50	100.0%
001 34704		RENTALS NON-TAXABLE					
	-15,000.00	-15,000.00	-4,630.00	-495.00	0.00	-10,370.00	30.9%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-750.36	-50.00	0.00	250.36	150.1%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-9,190.80	-3,885.84	0.00	-4,309.20	68.1%*
001 34720		RENTALS					
	-9,000.00	-9,000.00	-7,845.00	-160.00	0.00	-1,155.00	87.2%*
001 34721		PECK RENTS					
	-11,000.00	-11,000.00	-3,844.74	-293.72	0.00	-7,155.26	35.0%*
001 34722		PECK RENTS NON-TAXABLE					
	-35,000.00	-35,000.00	-21,401.03	-2,471.44	0.00	-13,598.97	61.1%*
001 34723		PECK TRUST TAXABLE					
	-6,000.00	-6,000.00	-7,197.39	-742.17	0.00	1,197.39	120.0%
001 34724		PECK TRUST NON-TAXABLE					
	-40,000.00	-40,000.00	-32,491.50	-2,699.00	0.00	-7,508.50	81.2%*
001 34725		MLK RENTS					
	-4,000.00	-4,000.00	-5,156.00	-1,026.00	0.00	1,156.00	128.9%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,776.50	-316.00	0.00	1,776.50	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-11,000.00	-11,000.00	-16,345.00	-2,690.00	0.00	5,345.00	148.6%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-19,250.50	-824.00	0.00	2,250.50	113.2%
001 34731		YOUTH CAMPS					
	-255,000.00	-255,000.00	-210,002.16	-37,738.65	0.00	-44,997.84	82.4%*
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	-835.40	0.00	0.00	835.40	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34741		AQUATICS TRUST NON-TAXABLE					
	-115,000.00	-115,000.00	-87,915.00	-13,400.00	0.00	-27,085.00	76.4%*
001 34742		SWIMMING POOLS					
	-52,000.00	-52,000.00	-44,685.54	-10,481.44	0.00	-7,314.46	85.9%*
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-621.23	0.00	0.00	621.23	100.0%
001 34745		GREENWAY					
	0.00	0.00	-235.00	0.00	0.00	235.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-441.00	-6.00	0.00	441.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-10,500.00	-10,500.00	-6,738.69	-1,308.55	0.00	-3,761.31	64.2%*
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-12,065.00	-1,404.00	0.00	1,065.00	109.7%
001 35120		POLICE EDUCATION					
	-1,300.00	-1,300.00	-1,065.58	-157.64	0.00	-234.42	82.0%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-900.00	-900.00	-1,330.15	-107.85	0.00	430.15	147.8%
001 36110		INTEREST					
	-50,000.00	-50,000.00	-70,814.97	-10,384.62	0.00	20,814.97	141.6%
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	-17,058.41	-1,983.75	0.00	-6,741.59	71.7%*
001 36990		OTHER REVENUE					
	-15,000.00	-15,000.00	-42,919.72	-3,829.73	0.00	27,919.72	286.1%
001 36993		DONATIONS/CONTRIBUTIONS					
	0.00	0.00	-63.00	0.00	0.00	63.00	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-76.00	-8.00	0.00	-24.00	76.0%*
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	-1,350,000.00	-150,000.00	0.00	-450,000.00	75.0%*
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-27,000.00	-3,000.00	0.00	-9,000.00	75.0%*
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-270,000.00	-30,000.00	0.00	-90,000.00	75.0%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-135,000.00	-15,000.00	0.00	-45,000.00	75.0%*
001 38251		FROM FLEET					
	-15,000.00	-15,000.00	-11,250.00	-1,250.00	0.00	-3,750.00	75.0%*
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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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38911	CASH BAL FORWARD REST'D					
-2,290,000.00	-2,290,000.00	0.00	0.00	0.00	-2,290,000.00	.0%*
TOTAL GENERAL FUND						
-31,464,636.00	-31,464,636.00	-21,025,312.18	-1,150,369.02	0.00	-10,439,323.82	66.8%
TOTAL REVENUES						
-31,464,636.00	-31,464,636.00	-21,025,312.18	-1,150,369.02	0.00	-10,439,323.82	
0012200 FIRE						
0012200 36993	DONATIONS/CONTRIBUTIONS					
-7,000.00	-33,113.78	-33,922.41	-26,795.50	0.00	808.63	102.4%
TOTAL FIRE						
-7,000.00	-33,113.78	-33,922.41	-26,795.50	0.00	808.63	102.4%
TOTAL REVENUES						
-7,000.00	-33,113.78	-33,922.41	-26,795.50	0.00	808.63	
GRAND TOTAL						
-31,471,636.00	-31,497,749.78	-21,059,234.59	-1,177,164.52	0.00	-10,438,515.19	66.9%
** END OF REPORT - Generated by Susan Carless **						

Revenue	Amount	% Used
Revised Budget	(\$31,497,749.78)	66.9%
Less: Cash Balance Forward		
38910	5,342,964.00	
38911	<u>2,290,000.00</u>	
Revised Budget excluding Cash	(\$23,864,785.78)	
YTD Actual Revenue	(\$21,059,234.59)	88.2%

Revised Budget excluding Cash	(\$23,864,785.78)
Less: YTD Expenditures	<u>16,672,100.36</u>
Net (Revenues) Expenditures	(\$ 7,192,685.42)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
333,373.00	334,373.00	217,332.40	13,896.16	0.00	117,040.60	65.0%
0011200 CITY CLERK						
514,348.00	513,348.00	367,135.09	31,180.28	0.00	146,212.91	71.5%
0011210 CITY MANAGER						
534,107.00	488,757.00	353,850.05	38,121.17	2,265.00	132,641.95	72.9%
0011300 FINANCE						
764,488.00	789,868.00	589,340.92	49,516.65	29,602.00	170,925.08	78.4%
0011310 INFORMATION TECHNOLOGY						
670,489.00	813,609.00	402,750.40	41,856.71	173,376.75	237,481.85	70.8%
0011350 HUMAN RESOURCES						
375,806.00	375,806.00	254,623.95	26,936.85	0.00	121,182.05	67.8%
0011400 CITY ATTORNEY						
352,708.00	352,708.00	226,707.55	24,992.44	0.00	126,000.45	64.3%
0011500 PLANNING						
640,393.00	637,393.00	444,600.77	55,187.26	9,617.24	183,174.99	71.3%
0011910 NON DEPARTMENTAL						
267,183.00	263,183.00	214,533.57	18,846.61	0.00	48,649.43	81.5%
0011930 FACILITIES MAINTENANCE						
620,929.00	620,929.00	454,076.02	52,900.66	0.00	166,852.98	73.1%
0012100 POLICE						
5,879,077.00	5,875,077.00	4,084,951.93	409,665.88	12,136.47	1,777,988.60	69.7%
0012200 FIRE						
4,267,286.00	4,290,899.78	2,981,401.61	307,533.99	63,415.78	1,246,082.39	71.0%
0012201 FIRE OCEAN RESCUE						
328,687.00	328,687.00	122,618.98	52,300.64	0.00	206,068.02	37.3%
0012400 BUILDING / PERMITTING						
1,159,808.00	1,159,808.00	561,827.65	67,724.39	0.00	597,980.35	48.4%
0012420 CODE ENFORCEMENT						
221,251.00	221,251.00	146,926.84	14,943.66	0.00	74,324.16	66.4%
0014100 STREETS						
2,332,491.00	2,377,841.00	1,628,113.84	193,880.82	19,828.15	729,899.01	69.3%
0015200 DOWNTOWN						
84,791.00	84,791.00	49,302.61	3,610.74	0.00	35,488.39	58.1%
0015640 PUBLIC ASSISTANCE						
58,500.00	58,500.00	24,715.55	4,922.00	0.00	33,784.45	42.2%
0017100 LIBRARY						
14,361.00	14,361.00	6,214.54	455.50	0.00	8,146.46	43.3%
0017200 RECREATION						
1,105,681.00	1,100,766.00	680,311.88	78,207.58	0.00	420,454.12	61.8%
0017210 PARKS						
323,734.00	393,734.00	143,839.57	18,589.59	0.00	249,894.43	36.5%
0017220 PECK						
305,363.00	305,363.00	193,448.26	27,693.16	0.00	111,914.74	63.4%



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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	137,576.80	20,091.63	0.00	64,331.20	68.1%
0017230 YOUTH	284,561.00	284,561.00	195,130.27	33,558.03	0.00	89,430.73	68.6%
0017240 AQUATICS	342,280.00	342,195.00	222,004.28	23,105.20	0.00	120,190.72	64.9%
0018100 INTERFUND TRANSFERS OUT	2,625,020.00	2,555,020.00	1,968,765.03	218,751.67	0.00	586,254.97	77.1%
0018200 CONTINGENCIES	150,000.00	0.00	0.00	0.00	0.00	0.00	.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	31,497,749.78	16,672,100.36	1,828,469.27	310,241.39	14,515,408.03	53.9%

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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 35120	SEIZED CONTRABAND					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 36110	INTEREST					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 36990	OTHER REVENUE					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 36992	GAIN ON SALE OF ASSET					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 38910	CASH BALANCE FORWARD					
	-2,161.00 -2,161.00	0.00	0.00	0.00	-2,161.00	.0%*
100 54000	TRAINING/TRAVEL					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 55200	OPERATING SUPPLIES					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 56200	BUILDING					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 56400	MACH/EQUIP					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
100 56401	EQUIP-NON CAPITAL					
	0.00 0.00	0.00	0.00	0.00	0.00	.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 33400		STATE GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 35110		FINES/FORFEITURES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 35120		SEIZED CONTRABAND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 35121		SEIZED CONTRABAND					
	-15,000.00	-15,000.00	-171,744.25	-6,134.31	0.00	156,744.25	1145.0%
110 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-9,936.01	-3,851.01	0.00	9,936.01	100.0%
110 38910		CASH BALANCE FORWARD					
	-59,600.00	-59,600.00	0.00	0.00	0.00	-59,600.00	.0%*
110 54000		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 54900		MISC EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 55200		OPERATING SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 55210		UNIFORMS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	-120,359.46	-9,985.32	9,200.39	111,159.07	100.0%
TOTAL REVENUES							
	-74,600.00	-74,600.00	-181,680.26	-9,985.32	0.00	107,080.26	
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	-120,359.46	-9,985.32	9,200.39	111,159.07	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	-18,590.00	-7,760.00	0.00	18,590.00	100.0%
125 38910		CASH BALANCE FORWARD					
	0.00	0.00	-108,617.36	0.00	0.00	108,617.36	100.0%
125 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-127,207.36	-7,760.00	0.00	127,207.36	100.0%
TOTAL REVENUES							
	0.00	0.00	-127,207.36	-7,760.00	0.00	127,207.36	
	0.00	0.00	-127,207.36	-7,760.00	0.00	127,207.36	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	-3,010.00	-1,270.00	0.00	3,010.00	100.0%
126 32931		HDC VARIANCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
126 36999		HDC TRUST FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	-6,790.00	-1,270.00	0.00	6,790.00	100.0%
TOTAL REVENUES							
	0.00	0.00	-6,790.00	-1,270.00	0.00	6,790.00	
GRAND TOTAL							
	0.00	0.00	-6,790.00	-1,270.00	0.00	6,790.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 33110		CDBG FEDERAL GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 36110		INTEREST					
	0.00	0.00	-2,245.16	-252.28	0.00	2,245.16	100.0%
130 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 38910		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%*
130 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	.0%
130 59990		RESERVE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CDBG ECON DEV							
	0.00	0.00	-2,245.16	-252.28	0.00	2,245.16	100.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	-2,245.16	-252.28	0.00	-98,935.84	
		TOTAL EXPENSES					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	
		GRAND TOTAL					
	0.00	0.00	-2,245.16	-252.28	0.00	2,245.16	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	.00*
145 36310		IMPACT FEES- INCORPORATED AREA					
	-438,669.00	-438,669.00	-964,460.22	-11,906.73	0.00	525,791.22	219.9%
145 36311		IMPACT FEES- UNINCORPORATED					
	-29,012.00	-29,012.00	-16,842.43	0.00	0.00	-12,169.57	58.1%*
145 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	375,000.03	41,666.67	0.00	124,999.97	75.0%
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	-606,302.62	29,759.94	0.00	606,302.62	100.0%
TOTAL REVENUES							
	-1,105,200.00	-1,105,200.00	-981,302.65	-11,906.73	0.00	-123,897.35	
TOTAL EXPENSES							
	1,105,200.00	1,105,200.00	375,000.03	41,666.67	0.00	730,199.97	
GRAND TOTAL							
	0.00	0.00	-606,302.62	29,759.94	0.00	606,302.62	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-181,251.00	-181,251.00	-396,928.04	-4,737.46	0.00	215,677.04	219.0%
146 36311		IMPACT FEES- UNINCORPORATED					
	-11,988.00	-11,988.00	-9,590.00	0.00	0.00	-2,398.00	80.0%*
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	254,999.97	28,333.33	0.00	85,000.03	75.0%
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	-151,518.07	23,595.87	0.00	151,518.07	100.0%
TOTAL REVENUES							
	-449,400.00	-449,400.00	-406,518.04	-4,737.46	0.00	-42,881.96	
TOTAL EXPENSES							
	449,400.00	449,400.00	254,999.97	28,333.33	0.00	194,400.03	
GRAND TOTAL							
	0.00	0.00	-151,518.07	23,595.87	0.00	151,518.07	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	-518,046.61	-42,772.70	0.00	-182,329.39	74.0%*
150 31420		TELEPHONE MUNICIPAL TAX					
	-661,624.00	-661,624.00	-494,941.88	-50,218.87	0.00	-166,682.12	74.8%*
150 31430		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-234,652.27	-30,294.38	0.00	-65,347.73	78.2%*
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-92,031.69	-9,809.89	0.00	-17,968.31	83.7%*
150 36110		INTEREST					
	0.00	0.00	-4.55	-0.51	0.00	4.55	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	1,350,000.00	150,000.00	0.00	450,000.00	75.0%
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	10,323.00	16,903.65	0.00	-10,323.00	100.0%
TOTAL REVENUES							
	-2,010,000.00	-2,010,000.00	-1,339,677.00	-133,096.35	0.00	-670,323.00	
TOTAL EXPENSES							
	2,010,000.00	2,010,000.00	1,350,000.00	150,000.00	0.00	660,000.00	
GRAND TOTAL							
	0.00	0.00	10,323.00	16,903.65	0.00	-10,323.00	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
160 LOCAL LAW ENFORC BLOCK							
160 36110	INTEREST						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 38910	CASH BALANCE FORWARD						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 55200	OPERATING SUPPLIES						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 56400	EQUIPMENT						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 56401	EQUIP-NON CAPITAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 59990	RESERVE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL LOCAL LAW ENFORC BLOCK							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
GRAND TOTAL							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,500.00	-3,500.00	-2,640.00	-400.00	0.00	-860.00	75.4%*
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,000.00	-160.00	0.00	-200.00	90.9%*
170 34570		PERPETUAL CARE					
	-50,750.00	-50,750.00	-53,534.01	-1,404.44	0.00	2,784.01	105.5%
170 34580		SALE OF LOTS					
	-94,250.00	-94,250.00	-98,093.02	-2,608.24	0.00	3,843.02	104.1%
170 34585		GRAVE OPENINGS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-9,925.08	-843.33	0.00	-74.92	99.3%*
170 36120		UNREALIZED GAIN					
	0.00	0.00	-8,793.97	-2,430.59	0.00	8,793.97	100.0%
170 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-8,475.03	-941.67	0.00	-2,824.97	75.0%*
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	52,565.44	5,707.20	0.00	20,846.56	71.6%
170 51300		SEASONAL/TEMPORARY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	3,649.87	393.97	0.00	2,119.13	63.3%
170 52200		RETIREMENT					
	22,611.00	22,611.00	16,761.18	1,766.38	0.00	5,849.82	74.1%
170 52300		HEALTH INSUR					
	26,722.00	26,722.00	20,034.00	2,226.00	0.00	6,688.00	75.0%
170 52301		LIFE INSUR					
	379.00	379.00	317.25	35.25	0.00	61.75	83.7%

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 52400		WORKERS' COMP					
	4,261.00	4,261.00	3,195.72	355.08	0.00	1,065.28	75.0%
170 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 53200		AUDITING					
	2,265.00	2,265.00	1,510.00	0.00	0.00	755.00	66.7%
170 53400		CONTRACTUAL					
	15,864.00	15,739.00	9,545.48	86.95	0.00	6,193.52	60.6%
170 54000		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	722.56	92.32	0.00	2,877.44	20.1%
170 54310		UTILITIES-WATER & WASTEWATER					
	850.00	850.00	379.84	0.00	0.00	470.16	44.7%
170 54500		INSURANCE					
	3,015.00	3,015.00	2,261.25	251.25	0.00	753.75	75.0%
170 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	14,441.48	42.26	0.00	5,558.52	72.2%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	982.19	34.50	0.00	1,017.81	49.1%
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	577.27	0.00	0.00	1,422.73	28.9%
170 55210		UNIFORMS					
	450.00	575.00	574.98	0.00	0.00	0.02	100.0%
170 55230		GAS/OIL					
	2,500.00	2,500.00	1,823.00	234.59	0.00	677.00	72.9%
170 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 59990		RESERVE					
	5,802.00	5,802.00	0.00	0.00	0.00	5,802.00	.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
170 59997							
	1,091,000.00	RESERVE REST'D FOR CEMETERY 1,091,000.00	0.00	0.00	0.00	1,091,000.00	.0%
TOTAL CEMETERY	0.00	0.00	-53,676.53	2,437.48	0.00	53,676.53	100.0%
	TOTAL REVENUES -1,288,500.00	-1,288,500.00	-183,461.11	-8,788.27	0.00	-1,105,038.89	
	TOTAL EXPENSES 1,288,500.00	1,288,500.00	129,784.58	11,225.75	0.00	1,158,715.42	
	GRAND TOTAL 0.00	0.00	-53,676.53	2,437.48	0.00	53,676.53	100.0%

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FOR 2019 09

	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 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.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 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
180 54000		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
180 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
180 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 33400		STATE GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-127,644.00	-127,644.00	-95,739.57	-17,813.28	0.00	-31,904.43	75.0%*
190 35910		UNCLAIMED/ABANDONED CASH					
	0.00	0.00	-810.46	0.00	0.00	810.46	100.0%
190 36110		INTEREST					
	0.00	0.00	-11.78	-11.78	0.00	11.78	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 36993		DONATIONS/CONTRIBUTIONS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 38910		CASH BALANCE FORWARD					
	-91,556.00	-91,556.00	0.00	0.00	0.00	-91,556.00	.0%*
190 53400		CONTRACTUAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	11,500.00	718.00	0.00	0.00	10,782.00	6.2%
190 54100		COMM - PHONE/FAX/ALARM					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 54101		COMMUNICATIONS-CELLULAR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 54104		COMMUNICATIONS-MOBILE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 54620		R/M EQUIPMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 54921		UNDERCOVER					
	7,500.00	7,500.00	4,000.00	0.00	0.00	3,500.00	53.3%
190 55200		OPERATING SUPPLIES					
	40,000.00	40,000.00	34,928.93	1,273.50	0.00	5,071.07	87.3%
190 56400		MACH/EQUIP					
	87,000.00	87,000.00	69,132.44	0.00	16,062.98	1,804.58	97.9%
190 56401		EQUIP-NON CAPITAL					
	22,500.00	22,500.00	12,795.00	4,265.00	0.00	9,705.00	56.9%
190 59990		RESERVE					
	50,700.00	50,700.00	0.00	0.00	0.00	50,700.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	25,012.56	-12,286.56	16,062.98	-41,075.54	100.0%
TOTAL REVENUES							
	-219,200.00	-219,200.00	-96,561.81	-17,825.06	0.00	-122,638.19	
TOTAL EXPENSES							
	219,200.00	219,200.00	121,574.37	5,538.50	16,062.98	81,562.65	



FOR 2019 09

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL 0.00	0.00	25,012.56	-12,286.56	16,062.98	-41,075.54	100.0%
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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
220 38101		FROM GENERAL FUND					
	-423,720.00	-423,720.00	-317,790.00	-35,310.00	0.00	-105,930.00	75.0%*
220 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	0.00	0.00	0.00	100.0%
220 57200		INTEREST					
	28,698.00	28,698.00	28,697.61	0.00	0.00	0.39	100.0%
220 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	105,907.61	-35,310.00	0.00	-105,907.61	100.0%
TOTAL REVENUES							
	-428,162.00	-428,162.00	-317,790.00	-35,310.00	0.00	-110,372.00	
TOTAL EXPENSES							
	428,162.00	428,162.00	423,697.61	0.00	0.00	4,464.39	
GRAND TOTAL							
	0.00	0.00	105,907.61	-35,310.00	0.00	-105,907.61	100.0%

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FOR 2019 09

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE						
230 36110	INTEREST					
	0.00	0.00	0.00	0.00	0.00	.0%
230 38140	FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-375,000.03	-41,666.67	0.00	-124,999.97 75.0%*
230 38141	FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-254,999.97	-28,333.33	0.00	-85,000.03 75.0%*
230 38145	FROM WASTEWATER					
	-416,583.00	-416,583.00	-312,437.25	-34,715.25	0.00	-104,145.75 75.0%*
230 38146	FROM WATER					
	-1,497,749.00	-1,497,749.00	-1,123,311.78	-124,812.42	0.00	-374,437.22 75.0%*
230 38410	LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00 .0%
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 57300	FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00 .0%
230 59900	CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00 .0%
230 59990	RESERVE					
	249,900.00	249,900.00	0.00	0.00	0.00	249,900.00 .0%
TOTAL UTILITY DEBT SERVICE						
	0.00	0.00	-1,441,545.41	-229,527.67	0.00	1,441,545.41 100.0%
TOTAL REVENUES						
	-3,004,232.00	-3,004,232.00	-2,065,749.03	-229,527.67	0.00	-938,482.97
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	-1,441,545.41	-229,527.67	0.00	1,441,545.41 100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 31240		LOCAL OPTION GAS TAX					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 31260		SMALL COUNTY SURTAX					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33140		FEDERAL HOMELAND SECURITY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33323		FDOT GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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 33410		FIND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33438		FRDAP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-86,435.73	-9,603.97	0.00	-38,564.27	69.1%*
300 33710		COUNTY GRANT					
	-1,030,960.00	-1,030,960.00	-101,552.25	-16,603.00	0.00	-929,407.75	9.9%*
300 36110		INTEREST					
	-3,000.00	-3,000.00	-5,691.04	-626.82	0.00	2,691.04	189.7%
300 36600		FOL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 36997		TDC REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38101		FROM GENERAL FUND					
	-1,670,000.00	-1,600,000.00	-1,252,500.03	-139,166.67	0.00	-347,499.97	78.3%*
300 38131		FROM CAPITAL EXPANSION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38152		FROM UB					
	-10,700.00	-10,700.00	-8,025.03	-891.67	0.00	-2,674.97	75.0%*
300 38400		OTHER FINANCING SOURCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38910		CASH BALANCE FORWARD					
	-928,000.00	-928,000.00	0.00	0.00	0.00	-928,000.00	.0%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 38911		CASH BAL FORWARD REST'D					
	-600,000.00	-600,000.00	0.00	0.00	0.00	-600,000.00	.0%*
300 59600		OTHER FINANCING SOURCES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
	TOTAL CAPITAL IMPROVEMENT						
	-5,481,700.00	-5,411,700.00	-2,186,981.93	-166,892.13	0.00	-3,224,718.07	40.4%
	TOTAL REVENUES						
	-5,481,700.00	-5,411,700.00	-2,186,981.93	-166,892.13	0.00	-3,224,718.07	
3001000 GENERAL GOVERNMENT							
3001000 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3001000 56247		ANIMAL RESCUE CENTER					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3001000 56366		RAILROAD DEPOT REHAB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3001000 56410		SOFTWARE					
	100,000.00	100,000.00	65,796.17	0.00	0.00	34,203.83	65.8%
3001000 57100		PRINCIPAL					
	673,842.00	673,842.00	231,020.64	0.00	0.00	442,821.36	34.3%
3001000 57200		INTEREST					
	25,173.00	25,173.00	15,523.13	0.00	0.00	9,649.87	61.7%
3001000 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3001000 57310		BOND EXPENSE					
	700.00	700.00	630.00	0.00	0.00	70.00	90.0%
3001000 59520		TRANSFER TO UB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3001000 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	312,969.94	0.00	0.00	487,901.06	39.1%
	TOTAL EXPENSES						
	805,200.00	800,871.00	312,969.94	0.00	0.00	487,901.06	
3002100 CAP IMP POLICE							
3002100 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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3002100 CAP IMP POLICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3002100 56400	EQUIPMENT						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP POLICE	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3002200 CAP IMP FIRE							
3002200 56400	MACH/EQUIP						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP FIRE	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3004100 CAP IMP STREETS							
3004100 56300	IMPROVEMENTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3004100 56310	SIDEWALKS-CAPITALIZED						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3004100 56311	SIDEWALKS-GENL/MISC						
	130,000.00	130,000.00	86,456.84	8,890.79	0.00	43,543.16	66.5%
3004100 56312	STREET STRIPING						
	36,500.00	41,632.00	41,631.25	1,706.50	0.00	0.75	100.0%
3004100 56320	STREET PAVNG/RESURFACING-CAPIT						
	400,000.00	394,868.00	34,809.73	6,882.73	0.00	360,058.27	8.8%
3004100 56321	STREET RESURFACING/GENERAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3004100 56367	ALACHUA PROJECT						
	0.00	0.00	0.00	0.00	0.00	0.00	.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%
3004100 56500	INFRASTRUCTURE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP STREETS	726,500.00	730,829.00	327,061.39	17,480.02	0.00	403,767.61	44.8%
TOTAL EXPENSES	726,500.00	730,829.00	327,061.39	17,480.02	0.00	403,767.61	

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3007200 CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 CAP IMP REC							
3007200 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3007200 56300		IMPROVEMENTS					
	125,000.00	125,000.00	107,235.08	-78.99	0.00	17,764.92	85.8%
3007200 56315		DUNE WALKOVERS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3007200 56327		BEACH MONITORING/REPORTING					
	150,000.00	150,000.00	2,400.00	2,400.00	117,600.00	30,000.00	80.0%
3007200 56328		DREDGING-MARINA					
	1,100,000.00	1,100,000.00	988,790.53	3,106.00	28,113.63	83,095.84	92.4%
3007200 56331		BEACH RENOUR / ENGINEERING					
	35,000.00	35,000.00	10,796.00	7,565.00	19,204.00	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 56340		ARTIFICIAL REEF					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3007200 56360		TENNIS COURT IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3007200 56365		DOWNTOWN WATERFRONT PARKS					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
3007200 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP REC							
	3,070,000.00	3,070,000.00	1,109,221.61	12,992.01	164,917.63	1,795,860.76	41.5%
TOTAL EXPENSES							
	3,070,000.00	3,070,000.00	1,109,221.61	12,992.01	164,917.63	1,795,860.76	
3007210 PARKS IMPROVEMENTS							
3007210 56300		IMPROVEMENTS					
	345,000.00	253,000.00	29,710.14	0.00	104,276.16	119,013.70	53.0%
3007210 56300 19036		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL PARKS IMPROVEMENTS							
	345,000.00	253,000.00	29,710.14	0.00	104,276.16	119,013.70	53.0%
TOTAL EXPENSES							
	345,000.00	253,000.00	29,710.14	0.00	104,276.16	119,013.70	



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3007220 CAP IMP PECK	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007220 CAP IMP PECK							
3007220 56300	IMPROVEMENTS						
	325,000.00	325,000.00	245,548.90	31,636.32	0.00	79,451.10	75.6%
TOTAL CAP IMP PECK	325,000.00	325,000.00	245,548.90	31,636.32	0.00	79,451.10	75.6%
	TOTAL EXPENSES						
	325,000.00	325,000.00	245,548.90	31,636.32	0.00	79,451.10	
3007225 MLK CENTER							
3007225 56300	IMPROVEMENTS						
	130,000.00	152,000.00	38,732.80	16,836.80	112,864.64	402.56	99.7%
TOTAL MLK CENTER	130,000.00	152,000.00	38,732.80	16,836.80	112,864.64	402.56	99.7%
	TOTAL EXPENSES						
	130,000.00	152,000.00	38,732.80	16,836.80	112,864.64	402.56	
3007400 CAP IMP AQUATICS							
3007400 56300	IMPROVEMENTS						
	80,000.00	80,000.00	78.99	78.99	72,000.00	7,921.01	90.1%
TOTAL CAP IMP AQUATICS	80,000.00	80,000.00	78.99	78.99	72,000.00	7,921.01	90.1%
	TOTAL EXPENSES						
	80,000.00	80,000.00	78.99	78.99	72,000.00	7,921.01	
GRAND TOTAL	0.00	0.00	-123,658.16	-87,867.99	454,058.43	-330,400.27	100.0%

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Revenues	(\$2,186,982)
Expenses	\$2,063,324
Net	(\$ 123,658)

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00	0.00	0.00	0.00	0.00	.0%
310 33440	OTHER GRANT					
	-200,000.00	-200,000.00	0.00	0.00	-200,000.00	.0%*
310 36110	INTEREST					
	-8,000.00	-8,000.00	-10,196.88	-1,123.09	0.00	2,196.88 127.5%
310 38410	LOAN PROCEEDS					
	-1,500,000.00	-1,500,000.00	0.00	0.00	0.00	-1,500,000.00 .0%*
TOTAL CAPITAL EXPANSION						
	-1,708,000.00	-1,708,000.00	-10,196.88	-1,123.09	0.00	-1,697,803.12 .6%
TOTAL REVENUES						
	-1,708,000.00	-1,708,000.00	-10,196.88	-1,123.09	0.00	-1,697,803.12
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-250,000.00	-250,000.00	-105,442.34	-10,549.08	0.00	-144,557.66 42.2%*
3101000 38910	CASH BALANCE FORWARD					
	-693,374.00	-693,374.00	0.00	0.00	0.00	-693,374.00 .0%*
3101000 56200	BUILDING					
	1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00 .0%
3101000 56368	MAIN STREET IMPROVEMENTS					
	0.00	182,000.00	0.00	0.00	182,000.00	0.00 100.0%
3101000 56400	MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00 .0%
3101000 56401	EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00 .0%
3101000 56500	INFRASTRUCTURE					
	100,000.00	100,000.00	1,348.00	0.00	1,802.00	96,850.00 3.2%
3101000 59100	TRANSFER TO GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00 .0%
3101000 59990	RESERVE					
	844,574.00	662,574.00	0.00	0.00	0.00	662,574.00 .0%
TOTAL CAP EXP ADMIN						
	1,501,200.00	1,501,200.00	-104,094.34	-10,549.08	183,802.00	1,421,492.34 5.3%
TOTAL REVENUES						
	-943,374.00	-943,374.00	-105,442.34	-10,549.08	0.00	-837,931.66
TOTAL EXPENSES						
	2,444,574.00	2,444,574.00	1,348.00	0.00	183,802.00	2,259,424.00

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3102100 CAP EXP POLICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102100 CAP EXP POLICE							
3102100 32421	IMPACT FEES POLICE						
	-93,750.00	-93,750.00	-41,093.97	-5,448.80	0.00	-52,656.03	43.8%*
3102100 38910	CASH BALANCE FORWARD						
	-156,522.00	-156,522.00	0.00	0.00	0.00	-156,522.00	.0%*
3102100 55200	OPERATING SUPPLIES						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102100 56200	BUILDING						
	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
3102100 56400	MACH/EQUIP						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102100 56401	EQUIP-NON CAPITAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.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	-41,093.97	-5,448.80	0.00	41,793.97	-5870.6%
TOTAL REVENUES							
	-250,272.00	-250,272.00	-41,093.97	-5,448.80	0.00	-209,178.03	
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	-77,285.43	-8,249.77	0.00	-110,214.57	41.2%*
3102200 38910	CASH BALANCE FORWARD						
	-676,789.00	-676,789.00	0.00	0.00	0.00	-676,789.00	.0%*
3102200 56200	BUILDING						
	0.00	250,000.00	8,602.25	8,602.25	142,397.75	99,000.00	60.4%
3102200 56400	MACH/EQUIP						
	250,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3102200 56401	EQUIP-NON CAPITAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102200 57100	PRINCIPAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102200 57200	INTEREST						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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	-68,683.18	352.48	142,397.75	-72,514.57	6142.9%
	TOTAL REVENUES						
	-864,289.00	-864,289.00	-77,285.43	-8,249.77	0.00	-787,003.57	
	TOTAL EXPENSES						
	865,489.00	865,489.00	8,602.25	8,602.25	142,397.75	714,489.00	
3104400 CAP EXP SANITATION							
3104400 32440	IMPACT FEES SANITATION						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3104400 38910	CASH BALANCE FORWARD						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3104400 56400	MACH/EQUIP						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3104400 59990	RESERVE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP EXP SANITATION	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,000,000.00	-1,000,000.00	-489,121.82	-62,490.89	0.00	-510,878.18	48.9%*
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%
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	25,745.00	0.00	85,659.00	36,596.00	75.3%
3107200 56300	IMPROVEMENTS						
	756,000.00	786,000.00	69,454.02	27,300.00	121,647.40	594,898.58	24.3%
3107200 56315	DUNE WALKOVERS						
	0.00	30,000.00	2,400.00	0.00	8,350.00	19,250.00	35.8%



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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 56365	DOWNTOWN WATERFRONT PARKS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 56400	MACH/EQUIP						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 56401	EQUIP-NON CAPITAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.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	-379,751.37	-35,190.89	219,656.40	364,994.97	-78.1%
TOTAL REVENUES	-3,136,965.00	-3,136,965.00	-489,121.82	-62,490.89	0.00	-2,647,843.18	
TOTAL EXPENSES	3,341,865.00	3,341,865.00	109,370.45	27,300.00	219,656.40	3,012,838.15	
GRAND TOTAL	0.00	0.00	-603,819.74	-51,959.38	545,856.15	57,963.59	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	-1,752.15	-339.23	0.00	1,752.15	100.0%
330 36120	UNREALIZED GAIN						
	0.00	0.00	-905.79	-848.74	0.00	905.79	100.0%
330 38145	FROM WASTEWATER						
	-1,500,000.00	-1,500,000.00	-1,125,000.00	-125,000.00	0.00	-375,000.00	75.0%*
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	-1,127,657.94	-126,187.97	0.00	1,127,657.94	100.0%
TOTAL REVENUES							
	-4,988,400.00	-4,988,400.00	-1,127,657.94	-126,187.97	0.00	-3,860,742.06	
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	-1,127,657.94	-126,187.97	0.00	1,127,657.94	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	-232,997.97	-13,777.52	0.00	-74,829.03	75.7%*
410 34711		SURCHARGE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34713		GOLF CARTS					
	-461,725.00	-461,725.00	-355,705.68	-37,415.67	0.00	-106,019.32	77.0%*
410 34714		RANGE FEES					
	-49,445.00	-49,445.00	-30,049.33	-2,421.71	0.00	-19,395.67	60.8%*
410 34715		PRO SHOP SALES					
	-81,237.00	-81,237.00	-48,071.51	-5,658.43	0.00	-33,165.49	59.2%*
410 34716		SNACK BAR SALES					
	-355,117.00	-355,117.00	-253,465.80	-24,303.56	0.00	-101,651.20	71.4%*
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	-1,425.00	285.00	0.00	-2,075.00	40.7%*
410 34733		MEMBERSHIPS					
	-144,941.00	-144,941.00	-103,811.55	-1,583.00	0.00	-41,129.45	71.6%*
410 34743		RANGE FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34745		PRO SHOP SALES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34750		SNACK BAR SALES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36120		UNREALIZED GAIN					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36200		DISCOUNTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36990		OTHER REVENUE					
	-22,700.00	-22,700.00	-61,946.59	-1,600.68	0.00	39,246.59	272.9%
410 36992		GAIN ON SALE OF ASSET					
	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
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-164,999.97	-18,333.33	0.00	-55,000.03	75.0%*
410 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 38411		LOAN FORGIVENESS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 38910		CASH BALANCE FORWARD					
	893,162.00	893,162.00	0.00	0.00	0.00	893,162.00	.0%
410 51200		SALARIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 51400		OVERTIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52100		FICA					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52200		RETIREMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52300		HEALTH INSUR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52301		LIFE INSUR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	658.53	73.17	0.00	219.47	75.0%
410 52400		WORKERS' COMP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 53100		PROFESSIONAL SERVICES					
	0.00	11,000.00	0.00	0.00	10,925.00	75.00	99.3%
410 53200		AUDITING					
	6,975.00	6,975.00	5,226.28	0.00	0.00	1,748.72	74.9%
410 53400		CONTRACTUAL					
	666,118.00	655,716.00	489,412.16	54,232.80	0.00	166,303.84	74.6%
410 54000		TRAINING/TRAVEL					
	0.00	5,800.00	5,833.88	607.51	0.00	-33.88	100.6%*
410 54100		COMM - PHONE/FAX/ALARM					
	1,620.00	1,620.00	256.95	51.84	0.00	1,363.05	15.9%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	229.01	-51.84	0.00	2,290.99	9.1%
410 54103		COMMUNICATIONS-INTERNET					
	6,000.00	6,000.00	5,082.22	391.35	0.00	917.78	84.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54200		POSTAGE					
	120.00	270.00	226.20	16.00	0.00	43.80	83.8%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	49,845.93	7,356.13	0.00	14,354.07	77.6%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,600.00	9,600.00	1,770.70	829.19	0.00	7,829.30	18.4%
410 54320		UTILITIES-PROPANE/OTHER					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54400		RENTALS/LEASES					
	3,996.00	3,996.00	2,422.54	364.97	0.00	1,573.46	60.6%
410 54500		INSURANCE					
	99,372.00	99,372.00	55,276.38	5,980.29	0.00	44,095.62	55.6%
410 54610		R/M BLDG & GROUNDS					
	4,200.00	7,700.00	5,674.48	555.13	0.00	2,025.52	73.7%
410 54620		R/M EQUIPMENT					
	29,700.00	39,700.00	36,376.05	2,803.17	0.00	3,323.95	91.6%
410 54630		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54640		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54800		PROMOTIONAL					
	28,050.00	28,050.00	22,909.47	1,903.00	0.00	5,140.53	81.7%
410 54900		MISC EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 55100		OFFICE SUPPLIES					
	2,940.00	2,790.00	579.29	0.00	0.00	2,210.71	20.8%
410 55200		OPERATING SUPPLIES					
	207,406.00	192,779.00	138,719.64	7,420.76	0.00	54,059.36	72.0%
410 55210		UNIFORMS					
	6,200.00	6,200.00	4,078.77	418.36	0.00	2,121.23	65.8%
410 55220		JANITORIAL SUPPLIES					
	0.00	402.00	401.80	0.00	0.00	0.20	100.0%
410 55230		GAS/OIL					
	35,000.00	35,000.00	22,479.19	2,521.96	0.00	12,520.81	64.2%
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	30,605.54	3,463.12	0.00	20,307.46	60.1%
410 55550		F&B COST OF SALES					
	151,467.00	151,467.00	127,977.95	14,048.59	0.00	23,489.05	84.5%
410 55555		F&B PERSONNEL COSTS					
	109,766.00	109,766.00	67,038.66	8,424.70	0.00	42,727.34	61.1%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 56300		IMPROVEMENTS					
	0.00	5,327.00	5,326.28	0.00	0.00	0.72	100.0%
410 56400		MACH/EQUIP					
	75,000.00	64,000.00	0.00	0.00	59,180.00	4,820.00	92.5%
410 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	7,309.33	321.27	0.00	1,718.67	81.0%
410 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59100		TRANSFER TO GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59990		RESERVE					
	-889,096.00	-889,096.00	0.00	0.00	0.00	-889,096.00	.0%*
TOTAL GOLF							
	0.00	0.00	-168,083.78	6,352.57	70,105.00	97,978.78	100.0%
TOTAL REVENUES							
	-795,800.00	-795,800.00	-1,256,024.54	-105,378.90	0.00	460,224.54	
TOTAL EXPENSES							
	795,800.00	795,800.00	1,087,940.76	111,731.47	70,105.00	-362,245.76	
GRAND TOTAL							
	0.00	0.00	-168,083.78	6,352.57	70,105.00	97,978.78	100.0%

** END OF REPORT - Generated by Susan Carless **

Golf	Budget		June YTD	
Pro Shop Sales	81,237.00		48,071.51	
Cost of Good Sold	<u>50,913.00</u>		<u>30,605.54</u>	
Profit/(Loss)	30,324.00	59.6%	17,465.97	57.07%
F&B Sales	355,117.00		253,465.80	
Cost of Good Sold	<u>261,233.00</u>		<u>195,016.61</u>	
Profit/(Loss)	93,884.00	35.9%	58,449.19	29.97%

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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	0.00	0.00	14,777.93	100.0%
420 33220		FAA GRANT					
	-293,000.00	-293,000.00	-167,642.40	0.00	0.00	-125,357.60	57.2%*
420 33323		FDOT GRANT					
	-87,000.00	-87,000.00	-39,923.54	-39,923.54	0.00	-47,076.46	45.9%*
420 33420		FEMA STATE					
	0.00	0.00	-2,462.99	0.00	0.00	2,462.99	100.0%
420 33440		OTHER GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-650.00	0.00	0.00	650.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-2,557.62	-260.00	0.00	2,557.62	100.0%
420 34970		FUEL SALES					
	-20,000.00	-20,000.00	-25,113.20	-2,569.92	0.00	5,113.20	125.6%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-68,439.00	-68,439.00	-57,789.00	-6,421.00	0.00	-10,650.00	84.4%*
420 34972		BUILDING LEASE					
	0.00	0.00	-3,137.84	-427.23	0.00	3,137.84	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-152,957.96	-18,384.06	0.00	-53,002.04	74.3%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-24,554.20	-2,682.85	0.00	-12,550.80	66.2%*
420 34975		RENT/LEASE PAYMENTS					
	-321,192.00	-321,192.00	-203,256.30	-21,303.21	0.00	-117,935.70	63.3%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-31,862.22	0.00	0.00	-35,154.78	47.5%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-45,967.48	-4,497.46	0.00	-4,298.52	91.4%*
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-7,157.51	-1,720.00	0.00	7,157.51	100.0%
420 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36990		OTHER REVENUE					
	-95,700.00	-95,700.00	-112,262.12	-915.00	0.00	16,562.12	117.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	-3,144.80	0.00	0.00	1,140.80	156.9%
420 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36993		DONATIONS/CONTRIBUTIONS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-233.83	0.00	0.00	233.83	100.0%
420 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	87,573.80	9,509.60	0.00	34,636.20	71.7%
420 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 51400		OVERTIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 52100		FICA					
	9,349.00	9,349.00	6,045.97	652.63	0.00	3,303.03	64.7%
420 52200		RETIREMENT					
	36,594.00	36,594.00	27,924.20	2,943.22	0.00	8,669.80	76.3%
420 52300		HEALTH INSUR					
	29,701.00	29,701.00	22,236.97	2,473.94	0.00	7,464.03	74.9%
420 52301		LIFE INSUR					
	605.00	605.00	524.52	58.28	0.00	80.48	86.7%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,316.97	146.33	0.00	439.03	75.0%
420 52400		WORKERS' COMP					
	2,150.00	2,150.00	1,612.53	179.17	0.00	537.47	75.0%
420 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	28,000.00	27,590.19	2,695.00	0.00	409.81	98.5%
420 53200		AUDITING					
	6,795.00	6,795.00	4,530.00	0.00	0.00	2,265.00	66.7%
420 53400		CONTRACTUAL					
	47,440.00	47,440.00	32,054.89	1,439.90	814.00	14,571.11	69.3%
420 53910		HOUSING ALLOWANCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	1,266.86	445.00	0.00	1,733.14	42.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54100		COMM - PHONE/FAX/ALARM					
	1,920.00	1,920.00	1,335.64	155.52	0.00	584.36	69.6%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,053.47	107.29	0.00	946.53	52.7%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	2,148.50	185.50	0.00	3,601.50	37.4%
420 54200		POSTAGE					
	150.00	150.00	7.98	7.98	0.00	142.02	5.3%
420 54300		UTILITIES ELECTRIC					
	45,000.00	40,000.00	24,577.54	2,669.91	0.00	15,422.46	61.4%
420 54310		UTILITIES-WATER & WASTEWATER					
	14,504.00	14,504.00	7,922.83	649.15	0.00	6,581.17	54.6%
420 54400		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 54500		INSURANCE					
	45,052.00	45,052.00	33,788.97	3,754.33	0.00	11,263.03	75.0%
420 54610		R/M BLDG & GROUNDS					
	108,000.00	103,600.00	55,920.81	2,675.04	1,000.00	46,679.19	54.9%
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	6,000.00	5,735.00	82.50	0.00	265.00	95.6%
420 54640		R/M VEHICLES-PARTS					
	4,000.00	6,400.00	6,299.03	45.08	0.00	100.97	98.4%
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%
420 54902		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	5,474.97	608.33	0.00	1,825.03	75.0%
420 55100		OFFICE SUPPLIES					
	6,300.00	8,300.00	4,554.82	130.69	0.00	3,745.18	54.9%
420 55200		OPERATING SUPPLIES					
	735.00	735.00	769.75	39.85	0.00	-34.75	104.7%*
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	3,137.47	246.07	0.00	4,862.53	39.2%
420 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 55300		ROAD MATERIALS					
	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
420 55400		BOOKS/SUBS/DUES					
	725.00	725.00	655.00	50.00	0.00	70.00	90.3%
420 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56300		IMPROVEMENTS					
	583,950.00	611,038.00	225,569.61	0.00	0.00	385,468.39	36.9%
420 56301		NON CAP IMPROVEMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57000		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.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 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 59100		TRANSFER TO GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 59990		RESERVE					
	44,515.00	17,427.00	0.00	0.00	0.00	17,427.00	.0%
TOTAL AIRPORT	0.00	0.00	-282,736.19	-67,153.96	1,814.00	280,922.19	100.0%
		TOTAL REVENUES					
	-1,288,583.00	-1,288,583.00	-895,450.94	-99,104.27	0.00	-393,132.06	
		TOTAL EXPENSES					
	1,288,583.00	1,288,583.00	612,714.75	31,950.31	1,814.00	674,054.25	
		GRAND TOTAL					
	0.00	0.00	-282,736.19	-67,153.96	1,814.00	280,922.19	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 33120		FEMA GRANT					
	0.00	0.00	LY \$1,792,207.39	0.00	0.00	0.00	.0%
440 34340		GARBAGE FEES					
	-2,400,000.00	-2,400,000.00	-1,797,313.48	-200,841.74	0.00	-602,686.52	74.9%*
440 36110		INTEREST					
	0.00	0.00	-1,881.26	-207.20	0.00	1,881.26	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-13,378.82	-2,062.57	0.00	-5,621.18	70.4%*
440 38910		CASH BALANCE FORWARD					
	-128,400.00	-128,400.00	0.00	0.00	0.00	-128,400.00	.0%*
440 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 53200		AUDITING					
	6,795.00	6,795.00	4,530.00	0.00	0.00	2,265.00	66.7%
440 53400		CONTRACTUAL					
	100,000.00	99,556.00	90,801.74	3,682.06	0.00	8,754.26	91.2%
440 53440		SANITATION SERVICES EXPENSE					
	2,181,600.00	2,181,600.00	1,361,180.34	190,054.62	0.00	820,419.66	62.4%
440 53444		RECYCLING SERVICES					
	15,000.00	15,000.00	10,125.00	1,125.00	0.00	4,875.00	67.5%
440 54000		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54100		COMM - PHONE/FAX/ALARM					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54103		COMMUNICATIONS-INTERNET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54200		POSTAGE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54300		UTILITIES ELECTRIC					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54500		INSURANCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54610		R/M BLDG & GROUNDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54620		R/M EQUIPMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	69,000.03	7,666.67	0.00	22,999.97	75.0%

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 55100		OFFICE SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55200		OPERATING SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55210		UNIFORMS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55220		JANITORIAL SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55230		GAS/OIL					
	1,000.00	1,444.00	1,443.62	0.00	0.00	0.38	100.0%
440 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55300		ROAD MATERIALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55644		NON PROFIT KNB					
	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	100.0%
440 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 56401		NON CAP EQUIP					
	0.00	100,000.00	98,885.63	49,158.32	0.00	1,114.37	98.9%
440 57100		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	27,000.00	3,000.00	0.00	9,000.00	75.0%
440 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	-148,607.20	52,575.16	0.00	148,607.20	100.0%
TOTAL REVENUES							
	-2,547,400.00	-2,547,400.00	-1,812,573.56	-203,111.51	0.00	-734,826.44	
TOTAL EXPENSES							
	2,547,400.00	2,547,400.00	1,663,966.36	255,686.67	0.00	883,433.64	
GRAND TOTAL							
	0.00	0.00	-148,607.20	52,575.16	0.00	148,607.20	100.0%

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
450 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 34345		WASTEWATER CHARGES	LY \$4.285.468.90				
	-5,830,988.00	-5,830,988.00	-4,309,916.04	-499,731.84	0.00	-1,521,071.96	73.9%*
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-33,247.80	-3,312.00	0.00	-1,752.20	95.0%*
450 34535		WASTEWATER TAP FEES					
	-5,000.00	-5,000.00	-24,874.88	-1,000.00	0.00	19,874.88	497.5%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	0.00	0.00	-6,279.10	-850.00	0.00	6,279.10	100.0%
450 36110		INTEREST					
	-24,000.00	-24,000.00	-74,644.44	-10,285.57	0.00	50,644.44	311.0%
450 36120		UNREALIZED GAIN					
	0.00	0.00	-905.79	-848.74	0.00	905.79	100.0%
450 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36990		OTHER REVENUE					
	0.00	0.00	-300.00	-150.00	0.00	300.00	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-16,221.00	0.00	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	414,128.54	60,455.34	0.00	157,183.46	72.5%
450 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 51350		PART-TIME					
	31,356.00	31,356.00	12,396.29	1,418.24	0.00	18,959.71	39.5%
450 51400		OVERTIME					
	100,000.00	100,000.00	64,983.76	7,907.16	0.00	35,016.24	65.0%
450 52100		FICA					
	53,754.00	53,754.00	34,555.19	5,070.64	0.00	19,198.81	64.3%
450 52200		RETIREMENT					
	179,522.00	179,522.00	123,037.18	14,006.74	0.00	56,484.82	68.5%
450 52300		HEALTH INSUR					
	170,315.00	170,315.00	126,545.18	11,809.29	0.00	43,769.82	74.3%

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 52301		LIFE INSUR					
	2,850.00	2,850.00	2,294.74	215.73	0.00	555.26	80.5%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	11,520.72	1,280.08	0.00	3,840.28	75.0%
450 52400		WORKERS' COMP					
	15,897.00	15,897.00	11,922.75	1,324.75	0.00	3,974.25	75.0%
450 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 53200		AUDITING					
	14,345.00	14,345.00	9,563.36	0.00	0.00	4,781.64	66.7%
450 53400		CONTRACTUAL					
	250,800.00	250,800.00	136,365.52	29,189.67	6,835.28	107,599.20	57.1%
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	550.02	69.12	0.00	2,149.98	20.4%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	1,755.30	181.41	0.00	644.70	73.1%
450 54103		COMMUNICATIONS-INTERNET					
	3,335.00	3,335.00	2,801.40	282.58	0.00	533.60	84.0%
450 54200		POSTAGE					
	3,000.00	3,000.00	495.51	88.39	0.00	2,504.49	16.5%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	129,685.35	13,929.27	0.00	60,314.65	68.3%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	9,969.48	582.75	0.00	21,317.52	31.9%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54400		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 54500		INSURANCE					
	75,945.00	75,945.00	56,958.75	6,328.75	0.00	18,986.25	75.0%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	5,581.85	2,077.43	0.00	14,418.15	27.9%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	64,151.64	6,879.94	32,947.00	12,901.36	88.3%
450 54630		R/M VEHICLES-LABOR					
	25,000.00	25,000.00	19,530.50	4,750.00	0.00	5,469.50	78.1%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	29,574.48	9,237.74	0.00	10,425.52	73.9%
450 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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FOR 2019 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54910		BILLING COSTS					
	175,000.00	175,000.00	131,249.97	14,583.33	0.00	43,750.03	75.0%
450 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	144,749.97	16,083.33	0.00	48,250.03	75.0%
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	168,597.09	7,577.84	0.00	26,272.91	86.5%
450 55210		UNIFORMS					
	5,575.00	5,575.00	4,228.49	272.93	0.00	1,346.51	75.8%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	1,131.53	0.00	0.00	368.47	75.4%
450 55230		GAS/OIL					
	35,000.00	35,000.00	16,215.84	2,270.83	0.00	18,784.16	46.3%
450 55240		CHEMICALS					
	70,000.00	70,000.00	31,882.48	5,446.16	0.00	38,117.52	45.5%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	5,764.26	2,000.00	1,980.75	254.99	96.8%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	1,224.00	0.00	0.00	676.00	64.4%
450 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 56300		IMPROVEMENTS					
	820,000.00	820,000.00	347,017.05	122,423.48	271,416.70	201,566.25	75.4%
450 56400		MACH/EQUIP					
	345,000.00	345,000.00	160,807.06	19,153.06	80,501.21	103,691.73	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 57000		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57100		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	270,000.00	30,000.00	0.00	90,000.00	75.0%
450 59230		TRANSFER TO UTIL ACQ DS					
	416,583.00	416,583.00	312,437.25	34,715.25	0.00	104,145.75	75.0%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,125,000.00	125,000.00	0.00	375,000.00	75.0%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	450,000.00	50,000.00	0.00	150,000.00	75.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	-15,667.36	90,433.08	393,680.94	-378,013.58	100.0%
	TOTAL REVENUES						
	-11,638,500.00	-11,638,500.00	-4,466,389.05	-516,178.15	0.00	-7,172,110.95	
	TOTAL EXPENSES						
	11,638,500.00	11,638,500.00	4,450,721.69	606,611.23	393,680.94	6,794,097.37	
	GRAND TOTAL						
	0.00	0.00	-15,667.36	90,433.08	393,680.94	-378,013.58	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
460 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 33420		FEMA STATE					
	0.00	0.00	LY \$2,981,628.71 0.00	0.00	0.00	0.00	.0%
460 34346		WATER CHARGES					
	-4,110,237.00	-4,110,237.00	-3,058,965.41	-399,814.92	0.00	-1,051,271.59	74.4%*
460 34610		WATER TAP CHARGES					
	-24,000.00	-24,000.00	-35,250.00	-1,250.00	0.00	11,250.00	146.9%
460 34620		WATER METER INSTALLATION FEES					
	-18,900.00	-18,900.00	-28,490.59	-365.00	0.00	9,590.59	150.7%
460 34621		WATER NONPAY RECONNECT FEE					
	-60,000.00	-60,000.00	-338.65	0.00	0.00	-59,661.35	.6%*
460 34634		WATER OVERPAYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 34910		MISCELLANEOUS FEES					
	-15,000.00	-15,000.00	-6,140.00	-100.00	0.00	-8,860.00	40.9%*
460 36110		INTEREST					
	-2,800.00	-2,800.00	-1,805.14	-349.47	0.00	-994.86	64.5%*
460 36120		UNREALIZED GAIN					
	0.00	0.00	-933.21	-874.46	0.00	933.21	100.0%
460 36310		IMPACT FEES- INCORPORATED AREA					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36323		EXTENSION CHARGES					
	-8,400.00	-8,400.00	-15,750.00	-500.00	0.00	7,350.00	187.5%
460 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36995		LATE FEES					
	-16,000.00	-16,000.00	-6,338.60	-2,743.35	0.00	-9,661.40	39.6%*
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-450,000.00	-50,000.00	0.00	-150,000.00	75.0%*
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%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 51200		SALARIES					
	526,280.00	524,699.41	335,745.35	39,268.87	0.00	188,954.06	64.0%
460 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 51300		SEASONAL/TEMPORARY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 51350		PART-TIME					
	0.00	1,580.59	1,580.59	0.00	0.00	0.00	100.0%
460 51400		OVERTIME					
	95,000.00	95,000.00	67,939.45	6,929.99	0.00	27,060.55	71.5%
460 52100		FICA					
	47,528.00	47,528.00	29,651.96	3,379.97	0.00	17,876.04	62.4%
460 52200		RETIREMENT					
	199,712.00	199,712.00	129,276.42	14,006.32	0.00	70,435.58	64.7%
460 52300		HEALTH INSUR					
	129,651.00	129,651.00	94,046.61	11,231.35	0.00	35,604.39	72.5%
460 52301		LIFE INSUR					
	2,997.00	2,997.00	1,924.55	224.19	0.00	1,072.45	64.2%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	10,862.28	1,206.92	0.00	3,620.72	75.0%
460 52400		WORKERS' COMP					
	16,818.00	16,818.00	12,613.50	1,401.50	0.00	4,204.50	75.0%
460 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 53200		AUDITING					
	9,815.00	9,815.00	6,543.36	0.00	0.00	3,271.64	66.7%
460 53400		CONTRACTUAL					
	149,899.00	149,899.00	48,337.37	10,964.26	0.00	101,561.63	32.2%
460 54000		TRAINING/TRAVEL					
	14,420.00	14,420.00	8,711.03	1,136.30	0.00	5,708.97	60.4%
460 54100		COMM - PHONE/FAX/ALARM					
	2,111.00	2,111.00	715.50	89.90	0.00	1,395.50	33.9%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	3,050.09	490.37	0.00	1,949.91	61.0%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,706.22	268.20	0.00	2,543.78	51.5%
460 54200		POSTAGE					
	1,825.00	1,825.00	197.97	0.00	0.00	1,627.03	10.8%
460 54300		UTILITIES ELECTRIC					
	250,000.00	250,000.00	166,840.72	25,099.26	0.00	83,159.28	66.7%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,300.00	2,300.00	561.44	70.18	0.00	1,738.56	24.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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	9,683.19	1,075.91	0.00	3,374.81	74.2%
460 54500		INSURANCE					
	32,214.00	32,214.00	24,160.50	2,684.50	0.00	8,053.50	75.0%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	2,982.42	422.64	0.00	17.58	99.4%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	35,735.99	2,623.52	0.00	244,264.01	12.8%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	6,556.25	909.00	0.00	5,443.75	54.6%
460 54640		R/M VEHICLES-PARTS					
	18,000.00	18,000.00	17,667.22	8,111.66	0.00	332.78	98.2%
460 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 54800		PROMOTIONAL					
	5,000.00	5,000.00	4,450.03	0.00	0.00	549.97	89.0%
460 54902		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 54910		BILLING COSTS					
	175,000.00	175,000.00	131,249.97	14,583.33	0.00	43,750.03	75.0%
460 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	144,749.97	16,083.33	0.00	48,250.03	75.0%
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	148,293.38	6,307.72	0.00	13,126.62	91.9%
460 55210		UNIFORMS					
	4,875.00	4,875.00	4,692.89	97.34	0.00	182.11	96.3%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	244.94	94.41	0.00	205.06	54.4%
460 55230		GAS/OIL					
	35,000.00	35,000.00	22,724.22	2,729.33	0.00	12,275.78	64.9%
460 55240		CHEMICALS					
	25,000.00	25,000.00	11,190.00	0.00	0.00	13,810.00	44.8%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,838.75	973.76	4,795.50	1,365.75	82.9%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,675.25	75.00	0.00	4,464.75	27.3%
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	29,180.64	2,677.99	9,501.60	531,317.76	6.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 56400							
	43,000.00	MACH/EQUIP 43,000.00	36,880.00	0.00	0.00	6,120.00	85.8%
460 56401							
	20,000.00	EQUIP-NON CAPITAL 20,000.00	5,624.05	1,234.05	0.00	14,375.95	28.1%
460 57000							
	0.00	SETTLEMENT EXPENSE 0.00	0.00	0.00	0.00	0.00	.0%
460 57100							
	0.00	PRINCIPAL 0.00	0.00	0.00	0.00	0.00	.0%
460 57200							
	0.00	INTEREST 0.00	0.00	0.00	0.00	0.00	.0%
460 57300							
	0.00	FINANCING COSTS 0.00	0.00	0.00	0.00	0.00	.0%
460 59100							
	180,000.00	TRANSFER TO GENERAL FUND 180,000.00	135,000.00	15,000.00	0.00	45,000.00	75.0%
460 59230							
	1,497,749.00	TRANSFER TO UTIL ACQ DS 1,497,749.00	1,123,311.78	124,812.42	0.00	374,437.22	75.0%
460 59900							
	0.00	CONTINGENCY 0.00	0.00	0.00	0.00	0.00	.0%
460 59910							
	200,000.00	CONTINGENCY R & R 200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990							
	4,276,705.00	RESERVE 4,276,705.00	0.00	0.00	0.00	4,276,705.00	.0%
TOTAL WATER	0.00	0.00	-774,535.75	-139,733.71	14,297.10	760,238.65	100.0%
TOTAL REVENUES	-9,252,700.00	-9,252,700.00	-3,604,011.60	-455,997.20	0.00	-5,648,688.40	
TOTAL EXPENSES	9,252,700.00	9,252,700.00	2,829,475.85	316,263.49	14,297.10	6,408,927.05	
GRAND TOTAL	0.00	0.00	-774,535.75	-139,733.71	14,297.10	760,238.65	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	.00*
470 33400		STATE GRANT					
	-256,053.00	-256,053.00	0.00	0.00	0.00	-256,053.00	.00*
470 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 33700		SJRWMD GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 34347		WATER DRAINAGE FEES	LY \$632,498.56				
	-815,000.00	-815,000.00	-644,540.65	-71,673.10	0.00	-170,459.35	79.1%*
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.00%
470 38910		CASH BALANCE FORWARD					
	-244,000.00	-244,000.00	0.00	0.00	0.00	-244,000.00	.00*
470 51200		SALARIES					
	267,224.00	260,224.00	184,919.93	21,046.62	0.00	75,304.07	71.1%
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	8,461.62	638.68	0.00	2,956.38	74.1%
470 52100		FICA					
	20,825.00	20,825.00	13,882.09	1,559.30	0.00	6,942.91	66.7%
470 52200		RETIREMENT					
	83,791.00	83,791.00	62,915.64	6,711.60	0.00	20,875.36	75.1%
470 52300		HEALTH INSUR					
	72,825.00	72,825.00	49,005.66	6,117.39	0.00	23,819.34	67.3%
470 52301		LIFE INSUR					
	1,511.00	1,511.00	1,065.89	130.31	0.00	445.11	70.5%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,645.47	182.83	0.00	548.53	75.0%
470 52400		WORKERS' COMP					
	6,814.00	6,814.00	5,110.47	567.83	0.00	1,703.53	75.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 53100		PROFESSIONAL SERVICES					
	15,000.00	15,000.00	3,900.00	200.00	0.00	11,100.00	26.0%
470 53200		AUDITING					
	6,040.00	6,040.00	4,026.64	0.00	0.00	2,013.36	66.7%
470 53400		CONTRACTUAL					
	71,938.00	56,543.00	55,380.47	1,178.85	309.00	853.53	98.5%
470 54000		TRAINING/TRAVEL					
	990.00	2,445.00	2,436.55	0.00	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	1,678.36	185.38	0.00	321.64	83.9%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	473.32	57.14	0.00	1,161.68	28.9%
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	2,068.37	262.57	0.00	2,731.63	43.1%
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	675.72	75.08	0.00	225.28	75.0%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	2,403.97	1,700.00	0.00	96.03	96.2%
470 54620		R/M EQUIPMENT					
	5,000.00	3,545.00	1,818.03	1,469.87	0.00	1,726.97	51.3%
470 54630		R/M VEHICLES-LABOR					
	10,000.00	8,625.00	2,258.25	147.50	0.00	6,366.75	26.2%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	5,407.68	129.79	0.00	9,592.32	36.1%
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	26,250.03	2,916.67	0.00	8,749.97	75.0%
470 54920		UTILITY ADMIN COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	31,046.55	1,305.12	844.40	9,669.05	76.7%
470 55210		UNIFORMS					
	1,625.00	3,000.00	2,714.30	150.50	0.00	285.70	90.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 55230							
	10,000.00	10,000.00	8,911.34	791.31	0.00	1,088.66	89.1%
470 55400							
	910.00	910.00	758.21	0.00	0.00	151.79	83.3%
470 56100							
	70,000.00	0.00	0.00	0.00	0.00	0.00	.0%
470 56200							
	0.00	7,400.00	6,218.57	0.00	0.00	1,181.43	84.0%
470 56300							
	825,000.00	825,000.00	112,691.44	33,505.00	83,395.25	628,913.31	23.8%
470 56399							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 56400							
	0.00	77,995.00	72,431.00	64,436.00	0.00	5,564.00	92.9%
470 56401							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 56500							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 57100							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 57200							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 59900							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 59990							
	158,930.00	158,930.00	0.00	0.00	0.00	158,930.00	.0%
TOTAL STORMWATER	0.00	0.00	28,113.95	73,792.24	84,548.65	-112,662.60	100.0%
TOTAL REVENUES	-1,744,000.00	-1,744,000.00	-644,540.65	-71,673.10	0.00	-1,099,459.35	
TOTAL EXPENSES	1,744,000.00	1,744,000.00	672,654.60	145,465.34	84,548.65	986,796.75	
GRAND TOTAL	0.00	0.00	28,113.95	73,792.24	84,548.65	-112,662.60	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
480 33148	-4,650,000.00	-4,650,000.00	0.00	0.00	0.00	-4,650,000.00	.0%*
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 33210		FEDERAL GRANT					
480 33400	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 33420		STATE GRANT					
	-745,000.00	-745,000.00	-342,010.83	33,027.33	0.00	-402,989.17	45.9%*
480 34750		FEMA STATE					
480 34755	-775,000.00	-775,000.00	0.00	0.00	0.00	-775,000.00	.0%*
480 34757		SLIP RENTALS - PERMANENT					
	-100,000.00	-100,000.00	-65,670.25	-5,958.50	0.00	-34,329.75	65.7%*
480 34759		SLIP RENTALS - TRANSIENT					
	-22,500.00	-22,500.00	-2,661.25	-60.00	0.00	-19,838.75	11.8%*
480 34760		SLIP RENTALS - NON-TAXABLE					
	-350.00	-350.00	-337.50	0.00	0.00	-12.50	96.4%*
480 34762		DOCK STORE RENT					
480 34765	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 34766		BUSINESS RENTALS					
480 34767	-24,000.00	-24,000.00	-18,622.15	-2,089.68	0.00	-5,377.85	77.6%*
480 34770		MOORINGS-TAXABLE					
480 34771	-25,000.00	-25,000.00	-4,868.00	0.00	0.00	-20,132.00	19.5%*
480 34773		MERCHANDISE FOR RESALE					
480 34775	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 34776		SERVICES-NON TAXABLE					
480 34777	-275.00	-275.00	-120.00	0.00	0.00	-155.00	43.6%*
		SERVICES-TAXABLE					
	-1,500.00	-1,500.00	-345.79	0.00	0.00	-1,154.21	23.1%*
480 34778		FUEL-DIESEL					
480 34779	-250,000.00	-250,000.00	0.00	0.00	0.00	-250,000.00	.0%*
480 34780		FUEL-GAS					
480 34781	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%*
480 34782		FUEL-DIESEL NON-TAXABLE					
480 34783	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 34784		FUEL-DISCOUNTS DIESEL					
480 34785	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
480 34786		FUEL-DISCOUNTS GAS					
480 34787	500.00	500.00	0.00	0.00	0.00	500.00	.0%
480 34788		FUEL-DISCNTS DIESEL NON-TAXBLE					
	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
480 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 36215		NON-TAXABLE RENT					
	-9,500.00	-9,500.00	-7,042.23	-782.47	0.00	-2,457.77	74.1%*
480 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 36990		OTHER REVENUE					
	-600.00	-600.00	-112.42	-15.04	0.00	-487.58	18.7%*
480 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-225,000.00	-25,000.00	0.00	-75,000.00	75.0%*
480 38240		FROM MARINA DEBT SERVICE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 38410		LOAN PROCEEDS					
	-6,550,000.00	-11,350,000.00	-4,211,001.00	0.00	0.00	-7,138,999.00	37.1%*
480 38910		CASH BALANCE FORWARD					
	652,700.00	652,700.00	0.00	0.00	0.00	652,700.00	.0%
480 51200		SALARIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51300		SEASONAL/TEMPORARY					
	0.00	80,000.00	70,665.96	8,888.80	0.00	9,334.04	88.3%
480 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51400		OVERTIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52100		FICA					
	0.00	6,150.00	5,434.68	683.83	0.00	715.32	88.4%
480 52200		RETIREMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52300		HEALTH INSUR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52301		LIFE INSUR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52350		OPEB COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52400		WORKERS' COMP					
	0.00	1,850.00	0.00	0.00	0.00	1,850.00	.0%
480 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 53100		PROFESSIONAL SERVICES					
	60,000.00	60,000.00	0.00	0.00	10,925.00	49,075.00	18.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 53200		AUDITING					
	6,795.00	6,795.00	4,530.00	0.00	0.00	2,265.00	66.7%
480 53400		CONTRACTUAL					
	382,093.00	382,093.00	216,784.97	14,459.95	0.00	165,308.03	56.7%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	158.72	158.72	0.00	1,491.28	9.6%
480 54100		COMM - PHONE/FAX/ALARM					
	4,980.00	4,980.00	1,227.52	270.82	0.00	3,752.48	24.6%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	3,230.00	1,267.52	50.00	0.00	1,962.48	39.2%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	2,027.78	174.42	0.00	8,872.22	18.6%
480 54300		UTILITIES ELECTRIC					
	24,000.00	24,000.00	7,470.01	966.13	0.00	16,529.99	31.1%
480 54310		UTILITIES-WATER & WASTEWATER					
	19,000.00	19,000.00	13,769.65	990.25	0.00	5,230.35	72.5%
480 54400		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 54500		INSURANCE					
	69,509.00	69,509.00	52,131.78	5,792.42	0.00	17,377.22	75.0%
480 54610		R/M BLDG & GROUNDS					
	35,000.00	35,000.00	13,597.03	1,638.91	0.00	21,402.97	38.8%
480 54620		R/M EQUIPMENT					
	11,750.00	11,750.00	4,330.15	0.00	0.00	7,419.85	36.9%
480 54630		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 54640		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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 54902		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 55100		OFFICE SUPPLIES					
	3,800.00	3,800.00	337.09	38.48	0.00	3,462.91	8.9%
480 55200		OPERATING SUPPLIES					
	26,770.00	26,770.00	7,361.54	127.82	0.00	19,408.46	27.5%
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	1,128.69	167.29	0.00	671.31	62.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55230		GAS/OIL					
	1,750.00	1,750.00	30.25	0.00	0.00	1,719.75	1.7%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	141.99	0.00	0.00	683.01	17.2%
480 55500		MERCHANDISE FOR RESALE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 55510		FUEL FOR RESALE					
	227,500.00	227,500.00	15,822.02	0.00	0.00	211,677.98	7.0%
480 56100		LAND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56199		CONTRA LAND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56200		BUILDING					
	6,200,000.00	9,061,550.00	2,570,185.37	0.00	3,972,354.31	2,519,010.32	72.2%
480 56300		IMPROVEMENTS					
	1,325,000.00	2,625,000.00	949,848.27	0.00	1,313,138.96	362,012.77	86.2%
480 56328		DREDGING-MARINA					
	0.00	500,000.00	0.00	0.00	396,043.25	103,956.75	79.2%
480 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56499		CONTRA EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 57100		PRINCIPAL					
	5,763,000.00	5,763,000.00	75,802.33	12,292.27	0.00	5,687,197.67	1.3%
480 57200		INTEREST					
	125,488.00	125,488.00	72,846.54	6,525.00	0.00	52,641.46	58.1%
480 57300		FINANCING COSTS					
	0.00	50,000.00	39,814.01	0.00	0.00	10,185.99	79.6%
480 59000		DEPRECIATION EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59240		TRANSFER TO MARINA DS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59700		IMPAIRMENT LOSS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59990		RESERVE					
	-1,485,515.00	-1,485,515.00	0.00	0.00	0.00	-1,485,515.00	.0%*
TOTAL MARINA	0.00	0.00	-751,077.55	52,346.75	5,692,461.52	-4,941,383.97	100.0%
TOTAL REVENUES							
	-12,848,025.00	-17,648,025.00	-4,877,791.42	-878.36	0.00	-12,770,233.58	
TOTAL EXPENSES							
	12,848,025.00	17,648,025.00	4,126,713.87	53,225.11	5,692,461.52	7,828,849.61	



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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL 0.00	0.00	-751,077.55	52,346.75	5,692,461.52	-4,941,383.97	100.0%
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 36990		OTHER REVENUE					
	-12,000.00	-12,000.00	-3,787.25	-50.00	0.00	-8,212.75	31.6%*
510 36992		GAIN ON SALE OF ASSET					
	-60,000.00	-60,000.00	-48,060.00	-1,225.00	0.00	-11,940.00	80.1%*
510 36994		LOANER VEHICLE REVENUE					
	-2,500.00	-2,500.00	-1,336.50	-270.60	0.00	-1,163.50	53.5%*
510 38040		PARTS					
	0.00	0.00	80.08	-3.38	0.00	-80.08	100.0%*
510 38045		LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	-888.56	-868.62	0.00	388.56	177.7%
510 38048		HUMANE SOCIETY-LABOR					
	-500.00	-500.00	-386.25	-276.25	0.00	-113.75	77.3%*
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-1,616.43	-127.02	0.00	-1,383.57	53.9%*
510 38053		GAS/OIL					
	-347,250.00	-347,250.00	-232,018.34	-29,567.12	0.00	-115,231.66	66.8%*
510 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 38144		FROM SANITATION					
	-15,000.00	-15,000.00	-10,125.00	-1,125.00	0.00	-4,875.00	67.5%*
510 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	-298,138.25	-33,512.99	0.00	-188,811.75	61.2%
TOTAL REVENUES							
	-486,950.00	-486,950.00	-298,138.25	-33,512.99	0.00	-188,811.75	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-270,500.00	-270,500.00	-189,387.20	-17,189.17	0.00	-81,112.80	70.0%*

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5101000 GENERAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5101000 38045	LABOR						
	-140,000.00	-140,000.00	-105,000.12	-11,666.68	0.00	-34,999.88	75.0%*
TOTAL GENERAL FUND							
	-410,500.00	-410,500.00	-294,387.32	-28,855.85	0.00	-116,112.68	71.7%
TOTAL REVENUES							
	-410,500.00	-410,500.00	-294,387.32	-28,855.85	0.00	-116,112.68	
5103900 CEMETERY							
5103900 38040	PARTS						
	-2,000.00	-2,000.00	-255.30	0.00	0.00	-1,744.70	12.8%*
5103900 38045	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	
5104100 GOLF COURSE							
5104100 38040	PARTS						
	0.00	0.00	-326.70	0.00	0.00	326.70	100.0%
5104100 38045	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL GOLF COURSE							
	0.00	0.00	-326.70	0.00	0.00	326.70	100.0%
TOTAL REVENUES							
	0.00	0.00	-326.70	0.00	0.00	326.70	
5104200 AIRPORT							
5104200 38040	PARTS						
	-4,000.00	-4,000.00	-6,299.03	-45.08	0.00	2,299.03	157.5%
5104200 38045	LABOR						
	-4,000.00	-4,000.00	-5,735.00	-82.50	0.00	1,735.00	143.4%

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5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL AIRPORT	-8,000.00	-8,000.00	-12,034.03	-127.58	0.00	4,034.03	150.4%
TOTAL REVENUES	-8,000.00	-8,000.00	-12,034.03	-127.58	0.00	4,034.03	
5104400 SANITATION							
5104400 38040	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104400 38045	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL SANITATION	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-29,547.20	-9,237.74	0.00	-10,452.80	73.9%*
5104500 38045	LABOR						
	-25,000.00	-25,000.00	-17,506.50	-4,750.00	0.00	-7,493.50	70.0%*
TOTAL WASTEWATER	-65,000.00	-65,000.00	-47,053.70	-13,987.74	0.00	-17,946.30	72.4%
TOTAL REVENUES	-65,000.00	-65,000.00	-47,053.70	-13,987.74	0.00	-17,946.30	
5104600 WATER							
5104600 38040	PARTS						
	-18,000.00	-18,000.00	-17,732.46	-8,111.66	0.00	-267.54	98.5%*
5104600 38045	LABOR						
	-12,000.00	-12,000.00	-8,580.25	-909.00	0.00	-3,419.75	71.5%*
TOTAL WATER	-30,000.00	-30,000.00	-26,312.71	-9,020.66	0.00	-3,687.29	87.7%
TOTAL REVENUES	-30,000.00	-30,000.00	-26,312.71	-9,020.66	0.00	-3,687.29	



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5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 STORMWATER							
5104700 38040	PARTS						
	-15,000.00	-15,000.00	-4,490.77	-129.79	0.00	-10,509.23	29.9%*
5104700 38045	LABOR						
	-10,000.00	-10,000.00	-2,258.25	-147.50	0.00	-7,741.75	22.6%*
TOTAL STORMWATER	-25,000.00	-25,000.00	-6,749.02	-277.29	0.00	-18,250.98	27.0%
TOTAL REVENUES	-25,000.00	-25,000.00	-6,749.02	-277.29	0.00	-18,250.98	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104800 38045	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL MARINA	0.00	0.00	0.00	0.00	0.00	0.00	.0%
GRAND TOTAL	-1,029,450.00	-1,029,450.00	-685,462.03	-85,782.11	0.00	-343,987.97	66.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
510 51210	117,837.00	117,837.00	90,371.15	11,114.01	0.00	27,465.85	76.7%
	0.00	WC REIMB	0.00	0.00	0.00	0.00	.0%
510 51350	27,995.00	PART TIME SALARIES	21,359.07	2,438.79	0.00	6,635.93	76.3%
510 51400	6,000.00	OVERTIME	2,165.36	526.55	0.00	3,834.64	36.1%
510 52100	11,615.00	FICA	8,692.31	1,081.70	0.00	2,922.69	74.8%
510 52200	36,120.00	RETIREMENT	29,697.37	-460.72	0.00	6,422.63	82.2%
510 52300	22,624.00	HEALTH INSUR	17,962.54	2,017.04	0.00	4,661.46	79.4%
510 52301	603.00	LIFE INSUR	521.75	57.81	0.00	81.25	86.5%
510 52400	3,874.00	WORKERS' COMP	2,905.47	322.83	0.00	968.53	75.0%
510 52500	0.00	UNEMPLOYMENT	0.00	0.00	0.00	0.00	.0%
510 53100	0.00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	.0%
510 53200	2,265.00	AUDITING	1,510.00	0.00	0.00	755.00	66.7%
510 53400	23,524.00	CONTRACTUAL	14,512.08	563.62	0.00	9,011.92	61.7%
510 54000	3,450.00	TRAINING/TRAVEL	2,432.90	0.00	0.00	1,017.10	70.5%
510 54100	316.00	COMM - PHONE/FAX/ALARM	0.00	0.00	0.00	316.00	.0%
510 54101	1,730.00	COMMUNICATIONS-CELLULAR	549.91	61.48	0.00	1,180.09	31.8%
510 54103	1,635.00	COMMUNICATIONS-INTERNET	1,144.72	112.08	0.00	490.28	70.0%
510 54200	100.00	POSTAGE	6.70	0.00	0.00	93.30	6.7%
510 54300	3,600.00	UTILITIES ELECTRIC	2,559.66	399.48	0.00	1,040.34	71.1%
510 54310	2,000.00	UTILITIES-WATER & WASTEWATER	1,500.29	166.48	0.00	499.71	75.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54500		INSURANCE					
	19,309.00	19,309.00	14,481.72	1,609.08	0.00	4,827.28	75.0%
510 54610		R/M BLDG & GROUNDS					
	5,500.00	5,500.00	4,163.86	209.99	0.00	1,336.14	75.7%
510 54620		R/M EQUIPMENT					
	8,750.00	8,750.00	2,925.00	0.00	0.00	5,825.00	33.4%
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	1,137.25	0.00	0.00	862.75	56.9%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	4,200.00	4,682.46	868.62	0.00	-482.46	111.5%*
510 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	139.07	0.00	0.00	860.93	13.9%
510 55200		OPERATING SUPPLIES					
	11,235.00	11,185.00	5,780.56	818.75	0.00	5,404.44	51.7%
510 55210		UNIFORMS					
	575.00	992.00	991.39	0.00	0.00	0.61	99.9%
510 55220		JANITORIAL SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 55230		GAS/OIL					
	4,000.00	4,000.00	3,445.64	419.52	0.00	554.36	86.1%
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 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 58600		GAS/OIL COSTS					
	306,000.00	306,000.00	208,116.59	24,775.33	0.00	97,883.41	68.0%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,750.00	307,750.00	221,573.21	32,388.60	0.00	86,176.79	72.0%
510 59100		TRANSFER TO GENERAL FUND					
	15,000.00	15,000.00	11,250.00	1,250.00	0.00	3,750.00	75.0%
510 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 59990							
	47,543.00	RESERVE 47,543.00	0.00	0.00	0.00	47,543.00	.0%
TOTAL FLEET	1,029,450.00	1,029,450.00	706,163.03	80,741.04	0.00	323,286.97	68.6%
	TOTAL EXPENSES						
	1,029,450.00	1,029,450.00	706,163.03	80,741.04	0.00	323,286.97	
	GRAND TOTAL						
	1,029,450.00	1,029,450.00	706,163.03	80,741.04	0.00	323,286.97	68.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-19,599.10	-2,615.00	0.00	-12,400.90	61.2%*
520 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-500.80	-9.65	0.00	500.80	100.0%
520 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38130		FROM CAPITAL IMPROV					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38146		FROM WATER					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	-20,099.90	-2,624.65	0.00	-13,530.10	59.8%
TOTAL REVENUES							
	-33,630.00	-33,630.00	-20,099.90	-2,624.65	0.00	-13,530.10	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-5,474.97	-608.33	0.00	-1,825.03	75.0%*
TOTAL AIRPORT							
	-7,300.00	-7,300.00	-5,474.97	-608.33	0.00	-1,825.03	75.0%
TOTAL REVENUES							
	-7,300.00	-7,300.00	-5,474.97	-608.33	0.00	-1,825.03	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-69,000.03	-7,666.67	0.00	-22,999.97	75.0%*

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5204400 SANITATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL SANITATION	-92,000.00	-92,000.00	-69,000.03	-7,666.67	0.00	-22,999.97	75.0%
TOTAL REVENUES	-92,000.00	-92,000.00	-69,000.03	-7,666.67	0.00	-22,999.97	
5204500 WASTE WATER							
5204500 38052	CHARGES FOR UB SERVICES	-175,000.00	-131,249.97	-14,583.33	0.00	-43,750.03	75.0%*
TOTAL WASTE WATER	-175,000.00	-175,000.00	-131,249.97	-14,583.33	0.00	-43,750.03	75.0%
TOTAL REVENUES	-175,000.00	-175,000.00	-131,249.97	-14,583.33	0.00	-43,750.03	
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES	-175,000.00	-131,249.97	-14,583.33	0.00	-43,750.03	75.0%*
TOTAL WATER	-175,000.00	-175,000.00	-131,249.97	-14,583.33	0.00	-43,750.03	75.0%
TOTAL REVENUES	-175,000.00	-175,000.00	-131,249.97	-14,583.33	0.00	-43,750.03	
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES	-35,000.00	-26,250.03	-2,916.67	0.00	-8,749.97	75.0%*
TOTAL STORMWATER	-35,000.00	-35,000.00	-26,250.03	-2,916.67	0.00	-8,749.97	75.0%
TOTAL REVENUES	-35,000.00	-35,000.00	-26,250.03	-2,916.67	0.00	-8,749.97	
GRAND TOTAL	-517,930.00	-517,930.00	-383,324.87	-42,982.98	0.00	-134,605.13	74.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
520 51210	204,665.00	204,665.00	131,231.17	14,321.27	0.00	73,433.83	64.1%
520 51300	0.00	WC REIMB	0.00	0.00	0.00	0.00	.0%
520 51350	0.00	SEASONAL/TEMPORARY	0.00	0.00	0.00	0.00	.0%
520 51400	0.00	PART-TIME	0.00	0.00	0.00	0.00	.0%
520 52100	3,000.00	OVERTIME	3,808.96	294.71	0.00	-808.96	127.0%*
520 52200	15,886.00	FICA	9,847.01	1,080.16	0.00	6,038.99	62.0%
520 52300	62,733.00	RETIREMENT	43,093.50	4,523.65	0.00	19,639.50	68.7%
520 52301	45,489.00	HEALTH INSUR	29,694.33	3,576.27	0.00	15,794.67	65.3%
520 52400	1,042.00	LIFE INSUR	736.96	84.13	0.00	305.04	70.7%
520 53100	373.00	WORKERS' COMP	279.72	31.08	0.00	93.28	75.0%
520 53200	0.00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	.0%
520 53400	0.00	AUDITING	0.00	0.00	0.00	0.00	.0%
520 54000	34,686.00	CONTRACTUAL	26,560.55	2,550.43	0.00	8,125.45	76.6%
520 54100	3,290.00	TRAINING/TRAVEL	1,613.43	88.76	0.00	1,676.57	49.0%
520 54101	882.00	COMM - PHONE/FAX/ALARM	275.00	34.56	0.00	607.00	31.2%
520 54103	0.00	COMMUNICATIONS-CELLULAR	0.00	0.00	0.00	0.00	.0%
520 54200	1,635.00	COMMUNICATIONS-INTERNET	1,144.72	112.08	0.00	490.28	70.0%
520 54300	40,000.00	POSTAGE	32,292.00	0.00	0.00	7,708.00	80.7%
520 54310	3,500.00	UTILITIES ELECTRIC	1,720.67	276.34	0.00	1,779.33	49.2%
	1,100.00	UTILITIES-WATER & WASTEWATER	526.62	61.64	0.00	573.38	47.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 54500		INSURANCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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 54630		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 54640		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 54700		PRINTING					
	6,350.00	6,350.00	2,649.50	0.00	0.00	3,700.50	41.7%
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	2,604.87	0.00	0.00	645.13	80.1%
520 55200		OPERATING SUPPLIES					
	54,760.00	54,760.00	29,248.14	3,344.32	0.00	25,511.86	53.4%
520 55210		UNIFORMS					
	700.00	700.00	170.00	0.00	0.00	530.00	24.3%
520 55220		JANITORIAL SUPPLIES					
	650.00	650.00	342.84	21.16	0.00	307.16	52.7%
520 55230		GAS/OIL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 55400		BOOKS/SUBS/DUES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 56400		MACH/EQUIP					
	0.00	19,539.00	30,910.69	0.00	0.00	-11,371.69	158.2%*
520 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 56499		CONTRA EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 57100		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	8,025.03	891.67	0.00	2,674.97	75.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 59900	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 59990	19,539.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL UTILITY BILLING	517,930.00	517,930.00	357,335.45	31,292.23	0.00	160,594.55	69.0%
TOTAL EXPENSES	517,930.00	517,930.00	357,335.45	31,292.23	0.00	160,594.55	
GRAND TOTAL	517,930.00	517,930.00	357,335.45	31,292.23	0.00	160,594.55	69.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 33120	FEMA GRANT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 36110	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 36990	OTHER REVENUE					
0.00	0.00	-60.00	-30.00	0.00	60.00	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	-60.00	-30.00	0.00	-15,780.00	.4%
TOTAL REVENUES						
-15,840.00	-15,840.00	-60.00	-30.00	0.00	-15,780.00	
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
-193,000.00	-193,000.00	-144,749.97	-16,083.33	0.00	-48,250.03	75.0%*
TOTAL WASTE WATER						
-193,000.00	-193,000.00	-144,749.97	-16,083.33	0.00	-48,250.03	75.0%
TOTAL REVENUES						
-193,000.00	-193,000.00	-144,749.97	-16,083.33	0.00	-48,250.03	
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
-193,000.00	-193,000.00	-144,749.97	-16,083.33	0.00	-48,250.03	75.0%*
TOTAL WATER						
-193,000.00	-193,000.00	-144,749.97	-16,083.33	0.00	-48,250.03	75.0%
TOTAL REVENUES						
-193,000.00	-193,000.00	-144,749.97	-16,083.33	0.00	-48,250.03	
5304700 STORMWATER						
5304700 38054	CHARGES FOR UTIL ADM					
0.00	0.00	0.00	0.00	0.00	0.00	.0%



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5304700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL STORMWATER	0.00	0.00	0.00	0.00	0.00	0.00	.0%	
GRAND TOTAL	-401,840.00	-401,840.00	-289,559.94	-32,196.66	0.00	-112,280.06	72.1%	
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	208,983.00	208,983.00	146,639.15	15,881.59	0.00	62,343.85	70.2%
530 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,579.12	162.06	0.00	920.88	63.2%
530 52100		FICA					
	16,178.00	16,178.00	10,402.86	1,123.69	0.00	5,775.14	64.3%
530 52200		RETIREMENT					
	64,785.00	64,785.00	48,301.27	4,967.29	0.00	16,483.73	74.6%
530 52300		HEALTH INSUR					
	40,478.00	40,478.00	30,629.61	3,744.11	0.00	9,848.39	75.7%
530 52301		LIFE INSUR					
	1,074.00	1,074.00	858.59	97.29	0.00	215.41	79.9%
530 52400		WORKERS' COMP					
	5,470.00	5,470.00	4,102.47	455.83	0.00	1,367.53	75.0%
530 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 53200		AUDITING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 53400		CONTRACTUAL					
	6,655.00	6,655.00	5,378.16	416.07	0.00	1,276.84	80.8%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	2,349.89	235.00	0.00	2,900.11	44.8%
530 54100		COMM - PHONE/FAX/ALARM					
	778.00	778.00	137.50	17.28	0.00	640.50	17.7%
530 54101		COMMUNICATIONS-CELLULAR					
	1,640.00	1,640.00	1,097.59	143.24	0.00	542.41	66.9%
530 54103		COMMUNICATIONS-INTERNET					
	1,662.00	1,662.00	1,165.05	114.33	0.00	496.95	70.1%
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	1,720.65	276.34	0.00	1,279.35	57.4%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	526.62	61.64	0.00	273.38	65.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 54500		INSURANCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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 54630		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 54640		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	169.99	169.99	0.00	3,830.01	4.2%
530 55200		OPERATING SUPPLIES					
	8,165.00	8,165.00	3,179.55	231.79	0.00	4,985.45	38.9%
530 55210		UNIFORMS					
	800.00	800.00	359.69	0.00	0.00	440.31	45.0%
530 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	328.08	21.16	0.00	5,671.92	5.5%
530 55230		GAS/OIL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	493.00	0.00	0.00	1,607.00	23.5%
530 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 56401		EQUIP-NON CAPITAL					
	2,035.00	2,035.00	0.00	0.00	0.00	2,035.00	.0%
530 59900		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	259,418.84	28,118.70	0.00	142,421.16	64.6%
	TOTAL EXPENSES						
	401,840.00	401,840.00	259,418.84	28,118.70	0.00	142,421.16	
	GRAND TOTAL						
	401,840.00	401,840.00	259,418.84	28,118.70	0.00	142,421.16	64.6%

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting

April 2, 2019

City Commission Regular Meeting

April 16, 2019

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 6/27/2019

Dale Martin, City Manager 7/2/2019

Submitted By: *Caroline Best*
Caroline Best, City Clerk

Date: June 21, 2019

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a City Commission Regular Meeting on Tuesday, April 2, 2019 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Also present were City Manager Dale L. Martin, City Clerk Caroline Best. And City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by Reverend Shad Goltz of the First Baptist Church.

4.1 PROCLAMATION - "NATIONAL LIBRARY WEEK": Mayor Miller read the Proclamation in full recognizing April 7-13, 2019, as "National Library Week." Assistant Library Director Janet W. Loveless was in attendance to accept the Proclamation.

4.2 PROCLAMATION - "WATER CONSERVATION MONTH": Mayor Miller read the Proclamation in full recognizing the month of April 2019, as, "Water Conservation Month". Utilities Department Director Mr. John Mandrick and St. Johns River Water Management District Public Communications Coordinator Dr. Jennifer Mitchell were in attendance to accept the Proclamation.

4.3 PROCLAMATION - "GOPHER TORTOISE DAY": Mayor Miller read the Proclamation in full recognizing the valuable role gopher tortoises play in the environment and proclaims April 10, 2019, as "Gopher Tortoise Day". City Code Enforcement Director Michelle Forstrom and representatives from Fort Clinch were present to accept the Proclamation.

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

OLD TOWN: Dr. Jennifer Harrison, 820 Someruelus Street, gave a brief history and update of upcoming events in Old Town and is requesting the Commission support the City Manager in developing a plan and timetable for completing much needed work in various areas.

NO PAID BEACH PARKING: Mr. Paul Lore, 2749 Longboat Drive, reiterated his ongoing request to the Commission to abstain from paid beach parking.

BEACH WALKOVER: Mr. Paul Lore, 2749 Longboat Drive, noted a group is willing to discuss adopting a beach walkover and would like to discuss options with the City Manager.

MARINA: Mr. Paul Lore, 2749 Longboat Drive, as a member of the Marina Advisory Board (MAB) noted the most recent Marina renovation plans were not disseminated to the MAB and requested the MAB be included in future information related to the Marina. The second Music at the Marina special event will take place on April 10 to raise funds and awareness. An invitation is extended to the Commission to participate in the upcoming fundraiser June 16th to benefit the prevention of suicide for active military and veterans.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the City Commission Regular Meeting of February 5, 2019; and the City Commission Workshop of March 30, 2019 were presented for approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve the recommendation. Vote upon passage was taken by ayes and nays and being all ayes carried.**

6.2 RESOLUTION 2019-58 APPROVING A PROPOSAL FROM HI-LITE AIRFIELD SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$49,904.42 FOR THE RE-STRIPING OF RUNWAY CENTERLINE, THRESHOLD MARKINGS, AND LEAD-IN LINES ON RUNWAY 13/31 BY WAY OF A PIGGYBACK PURCHASE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STATEWIDE AIRPORT MARKING PROGRAM CONTRACT: According to the agenda support documents Resolution 2019-58 approves the proposal from Hi-Lite Airfield Services, LLC to perform striping services on Runway 13/31 in an amount not to exceed \$49,904.42 as a piggyback agreement with the Florida State-Wide Airport Marking Program Contract. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-58.** City Manager Martin noted an inquiry has been submitted to the State Attorney General to review the taxes being assessed by Nassau County for the tenant leased hangars. City Attorney Bach noted tax years 2017 and 20118 have been paid. **Vote upon the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RECONSIDERATION - RESOLUTION 2019-45 APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF NEW BEACH WALKOVERS AT PUBLIC BEACH ACCESSES 8N, 9N AND 2S: According to the agenda support documents Resolution 2019-45 approves the expenditure of Parks and Recreation Impact Fees for design and construction of new beach walkover structures (capital improvements) at public Beach Access #'s 8N, 9N and 2S. **A motion was made by Vice mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-45.** Commissioner Ross noted of the twenty-three existing walkovers, twelve need to be repaired or replaced. Instead of funding three new walkovers (8N, 9N and 2S) Commissioner Ross would like to direct City Manager Martin to come up with a five-year plan that would refurbish were feasible, replace where necessary and built new beach walkovers where there are none. Vice Mayor Kreger noted 8N, 9N and 2S need to be constructed and is state funded. **Vote upon the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

7.2 RESOLUTION 2019-48 APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH VRL ARCHITECTS, INC. IN THE AMOUNT OF \$32,716.77 AS REIMBURSEMENT TO THE CITY FOR LIBRARY ROOF REPAIRS: According to the agenda support documents Resolution 2019-48 approve the Settlement Agreement and General Release with VRL Architects, Inc. pertaining to Library roof repairs. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to postpone Resolution 2019-48 until the April 16 City Commission Regular Meeting. Vote upon the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2019-59 TO CONTINUE DISCUSSIONS REGARDING AMELIA RIVER WATERFRONT DEVELOPMENT: According to the agenda support documents Resolution 2019-59 authorizes the City Manager to continue discussions related to Amelia River waterfront development in response to the previous Unsolicited Proposal, including, but not limited to, issues related to shoreline stabilization, sea level rise, and property associated with the waterfront. *The consensus of the*

Commission was to discuss agenda item 7.3 and 7.4 jointly as they are intrinsically intertwined. Although discussed jointly item 7.3 and 7.4 will be voted upon separately.

Stormwater Manager Mr. Andre Desilet explained comprehensive waterfront flood protection is needed and the grant is specifically for that purpose. Together with Wood Environment and Infrastructure Solutions, Inc., the City is addressing numerous objectives including infrastructure, utilities, transportation, and electrical which are other aspects of resiliency. The plan will be a tool for capital improvement projects throughout the City with various departments uniting to improve overall resiliency. The Florida Department of Environmental Protection (FDEP) has assured this will also help in qualifying for future funding. Engaging an expert coastal engineer to do a master plan and work concurrently with the project could assist in meeting the end of year deadline and fill in some of the gaps that are not included in the proposal. A question and answer session ensued as to proposal, study and further details.

Grants Administrator Ms. Lorelei Jacobs offered comments related to limited match funding availability.

Taylor Engineering Director of Community Engineering Ms. Angela Schedel, stated the entirety of Front Street needs to be included in the scope of work related to resiliency.

Ms. Amy Anderson, 9 Laurel Oak, noted a long-range vision is needed as the decisions being made today will affect generations to come.

Passero & Associates Project Manager Andrew Holesko, provided a brief history of the projects Passero & Associates has completed for the City.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-59 with the understanding City Manager Martin will bring the matter back before the City Commission within one month. Vote upon the motion was taken by ayes and nays and being all ayes, carried.

7.4 RESOLUTION 2019-52 ACCEPTING THE PROPOSAL SUBMITTED BY WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC. IN THE AMOUNT OF \$35,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents this Resolution 2019-52 accepts the proposal submitted by Wood Environment and Infrastructure Solutions, Inc. in an amount not to exceed \$35,700 for the preparation of the Fernandina Beach Downtown Resiliency Master Plan. **A motion was made by Vice Mayor Kerger, seconded by Commissioner Chapman to approve Resolution 2019-52.**

Wood Environment & Infrastructures Solutions Senior Associate Engineer Ms. Rebecca Vanderbeck spoke to the expertise and credentials of Wood Environment & Infrastructures Solutions as well as gaps in the project.

Mr. Lynn Williams 997 Egans Creek Lane, stated the Wood Environment & Infrastructures Solutions proposal does not match the specifications at all.

Ms. Amy Anderson, 9 Laurel Oak noted it is incorrect for engineering firms who bid on this work to be commenting to the Commissioners in this public forum.

Vote upon the motion was taken by ayes and nays and was as follows:

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

Motion carried.

7.5 RESOLUTION 2019-60 AWARDING ITB #18-27 TO ALL PRO SURFACES LLC FOR THE INSTALLATION OF PICKLEBALL COURTS AT CENTRAL PARK: According to the agenda support documents Resolution 2019-60 awards ITB #18-27 to All Pro Surfaces, LLC for the installation of two Pickleball courts at Central Park in an amount not to exceed \$59,575.40. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-60.** Parks & Recreation Director Ms. Nan Voit provided comments related to tree plantings which will be before the City Commission for consideration at the July 2, 2019 Regular Meeting. **Vote upon the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2019-61 APPROVING THE COOPERATIVE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FROM PLAYPOWER LT FARMINGTON, INC. FOR MARTIN LUTHER KING (MLK) AND ATLANTIC CENTER PLAYGROUNDS; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-61 approves the purchase and installation of playground equipment from PlayPower LT Farmington, Inc. in the amounts of \$108,655.44 and \$104,276.16, respectively, for the MLK and Atlantic Center playgrounds. Also approves a budget transfer of \$22,000 from the Parks Improvement account to the MLK Improvement account. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-61. Vote upon the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2019-09: City Attorney Bach read Ordinance 2019-09 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; AMENDING SECTION 90-48 TRAFFIC REGULATIONS; SPEED LIMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-09 amends Chapter 90 of the City Code by prohibiting beach parking from 9:00 p.m. to 6:00 a.m. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-09 only four-wheel drive vehicles.**

Mr. Eric Hatton, 801 Cashen Drive, does not support limiting parking to four-wheel drive vehicles.

Police Chief Jim Hurley spoke to the non-emergent need for police officers to be proactively looking for only four-wheel drive vehicles on the beach.

Vote upon the motion was taken by ayes and nays and being all ayes, carried.

9.1 CODE ENFORCEMENT AND APPEALS BOARD: According to the agenda support documents there was one appointment for the Code Enforcement and Appeals Board. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to appoint Nicole kresse. Vote upon the motion was taken by ayes and nays and being all ayes, carried.**

10.1 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who declined comment at this time.

10.2 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin explained North Florida Land Trust Land Protection Manager Mr. Marc Hudson is working with the Planning and Conservation Department to identify lands available for purchase to be placed into conservation. The goal is to present funding options at the May 7th City Commission Regular Meeting.

CITY MANAGER REPORTS:

CHAMBER: City Manager Martin will speak at the Island Council of the Chamber of Commerce on Wednesday April 3 8:30-9:30am.

CITIZEN ACADEMY: City Manager Martin will resume teaching his six week government course at the Nassau County Council on Aging that meets Wednesdays 3-6pm.

CAPITAL: City Manager Martin, City Attorney Bach and Lobbyist Buddy Jacobs will be in Tallahassee, Florida on Thursday April 4th.

CITY ATTORNEY REPORTS:

HOUSE BILL UPDATES: City Attorney Bach will continue to give updates as they occur in Senate House bills on the Bert J. Harris, Jr., Private Property Rights Protection Act (the “Bert Harris Act”), § 70.001, Florida Statute which is hurtful to local government.

City Attorney Bach reported that the sweeping preemption short term rental bill would allow any City residential properties to provide short term rentals without any licenses, inspections or fees. Interested citizens are encouraged to contact local state representatives and/or attend or watch televised state capital meetings in Tallahassee for more information.

City Attorney Bach reported there is a bill pending that would loosen regulations on cell phone towers placement and cut 1% from the telecommunications tax rate that is a revenue source for the City.

City Attorney Bach gave a detailed update on House Bill 1425 and clarified that 10A of the City Charter requires a referendum for any sale of city owned recreational or golf course land.

CITY CLERK REPORTS:

ACCESS: City Clerk Best stated the City Clerk’s office has installed a computer for citizen use to access city archived records in lieu of the recently disabled City website platform link to the Laserfiche document management program, due to the recent compliance concern with the American Disabilities Act.

CONDOLENCES: City Clerk Best extended condolences to the family of Mr. Tom Raymond, a local historian who partnered with City staff on numerous research projects including the modification of the City seal.

MAYOR/COMMISSIONER COMMENTS:

RECYCLE EVENT: Commissioner Ross acknowledged City Maintenance Director, Jeremiah Glisson, and city staff for their time and efforts at the successful annual community recycling event this past Saturday.

TRASH: Commissioner Ross issued an open invitation to contact him via email with a photo of any beach trash or trash can overflow concerns.

RECYCLE EVENT: Commissioner Chapman also complimented City Maintenance Director, Jeremiah Glisson, City Manager Martin and city staff for their time and efforts at the successful annual community recycling event that tallied 965 cars participating in the program past Saturday.

DEDICATION: Commissioner Chapman attended the Emma Love Hardee Elementary School garden dedication remarking on the impressive composure and leadership of the program's students.

WALKOVERS: Commissioner Lednovich complimented city staff for their efficient, industrious efforts with the beach walkovers recently assessed for removal and/or replacement.

LIGHTING: Vice Mayor Kreger reported that Florida Public Utilities advised that only dark sky compatible lighting will be installed in the city. Lighting at the port will be under the Occupational Safety and Health Administration (OSHA) jurisdiction.

VISIT: Vice Mayor Kreger noted his attendance last Friday at the visit of U.S. Commerce Secretary Wilbur Ross to the City Port's former Quartermaster House.

TOUR: Mayor Miller reveled at the amazing facility and remarkable local Boys and Girls Club that provides children 6-18 years of age with a variety of activities and thanked the Directors for the impressive tour. A forthcoming proclamation will be given to an outstanding local teen recognized by the program.

PARKING: Mayor Miller acknowledged the absence of feedback and minor ticketing due to recent parking changes near the Saturday Farmers Market.

CONDOLENCES: Mayor Miller expressed heartfelt personal and public condolences to the Walker family on the recent passing of their beloved daughter, Courtney.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:34pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, April 16, 2019 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by Reverend Shad Goltz of the First Baptist Church.

4.1 PROCLAMATION - 56TH ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL: Mayor Miller read the Proclamation in full recognizing May 3, 2019, through May 5, 2019, as "The 56th Annual Isle of Eight Flags Shrimp Festival". Members of the Isle of Eight Flags Shrimp Festival Committee were present to accept the Proclamation and thanked the Commission.

4.2 PRESENTATION - WESTREC MARINA: Westrec Marina representatives, at the request of Commissioner Ross, provided information relating to Fernandina Harbor Marina operations.

4.3 BUDGET SUMMARY: Comptroller Pauline Testagrose gave a brief update and was available to answer any questions regarding the budget summary for March 2019.

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

NASSAU HUMANE SOCIETY: Nassau Humane Society Operations Manager Ms. Christina Sutherin, 639 Airport Road, introduced Animal Control Officer Mandy Holden and volunteer Ms. Crystal Foster with Toby, a current shelter dog, as part of the inaugural program to showcase adoptable pets at regular City Commission meetings.

BEACH PARKING AND MARINA: Mr. Paul Lore, 2794 Longboat Drive, continues to advocate for maintaining free beach parking and also lauded the recent concert "Music for the Marina" attended by 400-500 people that raised nearly \$1000 for the museum. His group, Citizens for Restoration of the Marina, is lobbying for public space and public access which is priceless.

6. CONSENT AGENDA: The following five items were on the Consent Agenda and were approved by one motion with the exception of item 6.2 Resolution 2019-63 and item 6.3 Resolution 2019-64 which were removed from consent for discussion at the request of Commissioner Ross

6.1 RESOLUTION 2019-62 APPROVING A PROPOSAL FROM INSITUFORM TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED \$69,633.20 FOR THE REHABILITATION OF THE CITY'S GRAVITY EFFLUENT LINE BY WAY OF A "PIGGYBACK AGREEMENT" TO THE CONTRACT WITH THE CITY OF DAYTONA BEACH, FL: According to the agenda support documents Resolution 2019-62 approves the proposal from Insituform Technologies, LLC to perform gravity effluent line rehab services in an amount not to exceed \$69,633.20 as a piggyback agreement with the City of Daytona Beach, FL. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-62. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-63 APPROVING A PROPOSAL FROM SWAGIT PRODUCTIONS, LLC IN THE AMOUNT OF \$83,120 FOR CLOSED CAPTIONING SERVICES; APPROVING AN

AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-63 approves the Swagit Productions, LLC Live Captioning Solutions proposal for equipment, products and services in the amount of \$83,120. Also approves a transfer in the amount of \$83,120 from the General Fund Contingency Account to the Information Technology Department Contractual Account.

City Manager Martin explained this expenditure is in response to Americans with Disabilities Act compliance which will provide live streamed closed captioning for City Commission meetings and post-production closed captioning for certain Advisory Boards/Committees. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-62. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2019-64 APPROVING THE PROPOSAL FROM ADVANCED DISPOSAL SERVICES TO PROVIDE SOLID WASTE REMOVAL AND CLEAN-UP SERVICES FOR THE 2019 SHRIMP FESTIVAL; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-64 approves the proposal in the amount of \$38,343 from Advanced Disposal Services to provide solid waste removal and clean-up services for the 2019 Shrimp Festival. Also approves a transfer of \$1,343 from the Non-Departmental R/M Building & Grounds account and Non-Departmental R/M Equipment account to the Non-Departmental Contractual account. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-64.**

City Manager Martin detailed a recent meeting with Advanced Disposal representatives who assured recent concerns and complaints would be addressed however no follow up has been made to date and Waste Management has finalized acquisition of the company. City staff will continue to work to resolve issues.

Commissioner Chapman voiced continuing concern for lack of service in his neighborhood and others and related a personal experience of witnessing yard and bulk waste combined contaminating the entire load. Vice Mayor Kreger concurred with ongoing complaints and voiced concerns with the Waste Management acquisition.

Commissioner Lednovich questioned how long substandard service would be tolerated and if there are alternatives to Advanced Disposal. City Manager Martin noted that correspondence to Advanced Disposal upon their ninety-day service contract review will be forthcoming and it is yet to be seen what, if any, impact will be had with the impending Waste Management acquisition. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2019-65 APPROVING AN EXTENSION OF THE FRANCHISE AGREEMENT WITH HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE THROUGH DECEMBER 31, 2019: According to the agenda support documents Resolution 2019-65 extends the current franchise agreement for the farmers' market through December 31, 2019. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-65. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2019-66 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-66 approves a transfer of \$60,000 from the Parks and Recreation Impact Fee Fund Reserve account to the Dune Walkovers account (\$30,000) and the Parks and Recreation Improvements account (\$30,000) for the design of the dune

walkovers. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-66. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-48 APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH VRL ARCHITECTS, INC. IN THE AMOUNT OF \$32,716.77 AS REIMBURSEMENT TO THE CITY FOR LIBRARY ROOF REPAIRS: According to the agenda support documents Resolution 2019-48 approves the Settlement Agreement and General Release with VRL Architects, Inc. pertaining to Library roof repairs. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to postpone Resolution 2019-48 to the May 7th City Commission Regular Meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2019-67 APPROVING AN AGREEMENT OF SETTLEMENT IN THE CASE OF DARIO ALDERMAN V. CITY OF FERNANDINA BEACH IN THE AMOUNT OF \$16,000: According to the agenda support documents Resolution 2019-67 approves the General Release in the pre-suit case of Dario Alderman v. City of Fernandina Beach. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-67. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** Vice Mayor Kreger asked if action had been taken to preclude any further claims. City Attorney Bach affirmed.

7.3 RESOLUTION 2019-68 ACCEPTING A DEED OF DEDICATION FROM ROBINSON CREEK 34, LLC FOR SHELL COVE SUBDIVISION ROADS: According to the agenda support documents Resolution 2019-68 accepts a deed of dedication for the roads in the Shell Cove subdivision. City Manager Martin reported the engineer representative has requested this agenda item be postponed until further City staff review. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to postpone Resolution 2019-68 until the Shell Cove curb cuts and sidewalks can be completed and the right of way issue is resolved. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2019-08: City Attorney Bach read Ordinance 2019-08 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S FUTURE LAND USE MAP FROM CONSERVATION (CON) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR PROPERTY TOTALING APPROXIMATELY 6.40 ACRES OF LAND LOCATED ON CITRONA DRIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-08 assigns a Future Land Use Map Category of Low Density Residential (LDR) to 6.40 acres of land located on Citrona Drive.

City Attorney Bach stated this Ordinance, if adopted, will not be effective until thirty-one days after April 16, 2019. Accordingly, Section 4 will be changed to reflect same.

City Manager Martin reported he and City Attorney Bach, as per the direction from the April 2nd City Commission Regular Meeting, met with the developer to discuss options which were: call the vote and move forward or, a mutually agreed upon walkaway price of \$3 million dollars from the City to the developer paid for through millage that would require a one-time tax levy of 1.5 mills or, purchase lots adjacent to the bluff from the developer.

City Attorney Bach explained the developer is not willing to “walk away” from the project, accordingly she has individually fully advised each Commissioner as to costs, insurance, deductibles and possible outcomes.

Mr. Wirt Beard, Jr. 80 Players Cub Villas Road, Ponte Vedra Beach, FL, speaking as the applicant and on behalf of Amelia Bluff, LLC, stated it has been a very educational month sorting through the controversy and meeting with City staff. With a commitment to conservation efforts: five acres of the subject property have been deeded to the City and \$115,000 will be contributed to the conservation fund upon final plat approval. Amelia Bluff, LLC also proposes the following: contributing \$10,000 per lot to the conservation trust fund upon issuance of building permits for individual lots (thirty proposed lots in total) with the right to revoke at their discretion if any and all challenges and appeals are not concluded within 150 days.

A discussion ensued amongst the Commission regarding costs and negotiations. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2019-08.**

Mr. Robert Apgar, Esquire, 510 Frank Shaw Road, Tallahassee, FL representing the Amelia Tree Conservancy, Nassau County Chapter Sierra Club and Conserve Amelia Now noted the groups he represents are not in favor of Resolution 2019-08.

Ms. Julie Ferreira, 501 Date Street, is not in favor of Resolution 2019-08.

Mr. Bob Weintraub, 2848 Ferdinand Ct, requested the Commission vote no in order to strengthen their negotiating position with the developer.

Ms. Margaret Kirkland, 1377 Plantation Point Drive, on behalf of Amelia Tree Conservancy implored the Commission to vote no to sustain conservation, wildlife and quality of life on the island.

Mr. Paul Blount, 830 S. Fletcher Avenue, is not in support of Ordinance 2019-08 and requested the Commission vote no.

Ms. Robyn Nemes, 2626 Le Sabre Place, is not in support of Ordinance 2019-08.

Mr. Robert Wells, 2884 Robert Oliver Avenue, is not in support of Ordinance 2019-08.

Mr. Michael Miller, 2807 Laguna Drive, is not in support of Ordinance 2019-08.

Ms. Joyce Newlin, 4452 Bean Street, speaking as the Nassau County Chapter of the Sierra Club Chairperson, is not support Ordinance 2019-08.

Mr. Paul Lore, 2794 Long Boat Drive, is not in support of Ordinance 2019-08

Ms. Beth Kern, 426 S. 7TH Street, is not in support of Ordinance 2019-08

Mr. Gary Rosen, 835 Mary Street, is not in support of Ordinance 2019-08.

Mr. Kip Brown, 2398 Safe Harbor Lane, is not in support of Ordinance 2019-08.

Ms. Joan Cory, 408 Beach Street, is not in support of Ordinance 2019-08.

Ms. Margaret Davis, 2162 1st Avenue, is not in support of Ordinance 2019-08.

Mr. Joseph Solomon, 2696 Ocean Drive, is not in support of Ordinance 2019-08

Ms. Joan Bean, 14 N. 15th Street, is not in support of Ordinance 2019-08.

Ms. Peggy Lehosit, 1016 San Fernando Street, is not in support of Ordinance 2019-08.

Ms. Anne Showalter, 1517 Amelia Circle, is not in support of Ordinance 2019-08.

Mr. Chuck Oliva, 2865 West 6th Street, is not in support of Ordinance 2019-08.

Mr. Arthur Herman, 2118 Belvedere Avenue, is not in support of Ordinance 2019-08.

Mr. Jack Imber, 1003 Broome Street, is not in support of Ordinance 2019-08.

Mr. Frank O'Donnell, 2782 Ocean Oaks Drive, is not in support of Ordinance 2019-08.

Ms. Sherian Wilsher-Berteau, 1703 McArthur Street, is not in support of Ordinance 2019-08.

Ms. Ruth Ellen Mulberg, 2265 Captain Kidd Drive, is not in support of Ordinance 2019-08.

Ms. Marian Phillips, 724 S. 6th Street, is not in support of Ordinance 2019-08.

Ms. Jules Ruppel, 506 S. 14th Street, is not in support of Ordinance 2019-08.

Ms. Connie Gillespie, 2730 Le Sabre Place, is not in support of Ordinance 2019-08.

Mr. Robert Prager, 2896 Tidewater Street, is not in support of Ordinance 2019-08.

Mr. Toby Tovar, 95058 Cheswick Oaks Drive, is not in support of Ordinance 2019-08.

Commissioner Ross read a card from a thirteen-year-old resident who wrote about the importance of trees.

Commissioner Chapman read an excerpt from the North Florida Land Trust report detailing local parcels that are significantly beneficial to conservation and questioned the justification for spending the entirety of the City's conservation fund on a single property. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

9.1 (Continuation) (Quasi-Judicial) FINAL PLAT APPROVAL - AMELIA BLUFF - RESOLUTION 2019-57: According to the agenda support documents Resolution 2019-57 accepts and approves the plat titled "Amelia Bluff" as a final plat.

City Attorney Bach explained the Quasi-judicial process and procedures as well as ex parte communications. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich to postpone Resolution 2019-57 to the July 2nd City Commission Regular Meeting. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion failed.

Mayor Miller asked each Commissioner to disclose any ex parte communication and responses were as follows: Vice Mayor Kreger, Commissioner Ross and Commissioner Lednovich responded yes, and Commissioner Chapman responded no. Mayor Miller has spoken to city staff.

City Clerk Best administered the oath at this time.

Planning and Conservation Department Director Ms. Kelly Gibson submitted into the record all materials associated with the case and referred to the staff report with staff approval which are consistent with the Comprehensive Plan and Land Development Code.

Mr. Wirt Beard, 80 Players Cub Villas Road, Ponte Vedra Beach, FL, gave a detailed description of the final plat. Discussion ensued regarding the final plat and construction.

Mr. Mark Yons, 1475 Floyd Johns Road, explained in order to protect the bluff, pool construction and other ancillary structures/uses cannot encroach into the bluff. Additional discussion followed as to construction specifications and code enforcement.

Mr. Robert Apgar, Esquire, representing Amelia Tree Conservancy, Nassau County Chapter Sierra Club and Conserve Amelia Now requested clarification regarding a stop work order which City Attorney Bach stated was not official.

Mr. Robert Prager, 2896 Tidewater Street, showed a slide presentation and expressed concern regarding consistencies in the plat.

Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, speaking on behalf of the Amelia Tree Conservancy, voiced concern that the neighboring subdivision had issues with houses sliding down requiring a retaining wall. Data regarding tree benefits was given and the importance of sustainability.

Ms. Julie Ferreira, 501 Date Street, speaking on behalf of Nassau County Chapter Sierra Club commented city residents who are affected parties and expressed concerned about retention/detention ponds and water quality. The Commission is urged to have flexibility with this plat to preserve trees.

Mr. Bob Weintraub, 2828 Ferdinand Court, is concerned with the environmental impact the proposed development will have on Egans Creek Greenway.

Ms. Jules Ruppel, 506 S. 14th Street, is concerned with the lack of code enforcement on the island including future issues arising in this development that parallels Shell Cove development where code enforcement is lacking.

Mr. Beard stated a six-foot white vinyl privacy fence will be erected along the Hickory Street right of way to preclude Amelia Bluff residents from encroaching as is currently happening in neighboring Shell Cove as residents fill their backyards and right of ways with plants and outdoor ornamentation.

Ms. Julie Ferreira, 501 Date Street, on behalf of the Nassau County Chapter Sierra Club requested the City require the developer create a fifteen-foot natural buffer which backs up to Hickory Street so there would not be two fences taking away from the ambiance of the greenway.

Ms. Laura Sirbaugh, 504 Crosswind Drive, senses this is a done deal however going forward is there something the Commission and City can do to protect trees on the Amelia Bluff property as homes are being constructed on the lots.

The public hearing was closed at this time.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-57.

Vice Mayor Kreger reiterated that having gone through the Technical Review Committee (TRC) and St. Johns River Water Management District and to his knowledge comprises were made particularly with the stormwater issue also the greenway is not on Egan's Creek but on a mosquito ditch.

Commissioner Ross stated this does not comply with Comprehensive Plan policies 5.07.09, 5.10.01(d) and objective 511 and urged the plat be defeated and redrawn.

City Attorney Bach clarified that although witness Mr. Robert Apgar was referred to as an "expert", Florida law requires experts to be board certified.

Vote upon passage of the motion was taken by all ayes and nays and was as follows:

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

Motion carried.

10.1 AIRPORT ADVISORY COMMISSION: According to the agenda support documents, there was one appointment for the Airport Advisory Commission (AAC). **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to appointment Mr. David Broughton. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

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

11.1 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who referenced an article he distributed to the Commission from Scientific American magazine's April 2019 issue titled "Rebuilt wetlands can protect shorelines better than walls, fortified wetlands can protect shorelines better than hard structures" and encouraged all to read the valuable information. Vice Mayor Kreger noted advocating for living shorelines and the May 7th City Commission Regular Meeting agenda will have a discussion item regarding the National Coastal Resiliency Fund grant.

11.2 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who yielded his time back to the Mayor.

CITY MANAGER REPORTS:

UPDATE: City Attorney Bach gave a brief update on land conservation and the Future Land Use Map (FLUM) as it pertains to rezoning CSX and other properties.

BUDGET: City Manager Martin reminded of the budget kickoff meeting with city staff on Wednesday April 17 10am in Chambers.

OFFSITE MEETINGS: City Manager Martin will attend in Florida Resiliency and Energy District meeting Thursday April 18 in Winter Springs followed by a meeting of the Northeast Florida League of Cities meeting in Keystone Heights.

HOLIDAY: City Manager Martin reminded all that City offices will be closed in observance of Good Friday.

WATERFRONT: City Manager Martin will meet with the waterfront teams on Tuesday April 23 and Wednesday April 24 and thanked Commissioner Lednovich for a recent article in Scientific American magazine.

BEACH WALKOVERS: City Manager Martin reported one additional walkover will be repaired and reopened in the 27-30 block of accesses. The Department of Environmental Protection affirmed a permit is not needed in regards to gopher tortoises since all work will be constrained to the footprint of the existing walkway. Bids for access 35S and 40 are due Friday April 25th.

MARINA: City Manager Martin reported dredging will resume this week and relocated as per the Department of Environmental Protection approval due to the recent expiration of the Florida Inland Navigational District (FIND) contract. Per Project Manager Bronson Lamb there are two large remaining to complete the dredge project.

BEACH TRASH: City Manager Martin reported ongoing beach management discussions with Nassau County and suggested consideration of an outside contractor to remove beach trash.

CITY ATTORNEY REPORTS:

OCEAN HIGHWAY PORT AUTHORITY: City Attorney Bach reported discussions with Ocean Highway Port Authority Jeb Branham regarding rezoning to conservation that he concluded had no benefit to the port however it may be beneficial to consult with environmental engineer Mr. Delton Schwalls for an opinion in relation to assistance with the City's Community Rating System points.

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

MAYOR/COMMISSIONER COMMENTS:

EARTH DAY: Commissioner Ross announced the Nassau County Sierra Club is offering free admission and lunch to White Oak Conservancy in exchange for assistance with the waterway clean up on Saturday April 27th.

TOUR: Commissioner Ross promoted the upcoming Main Street Fernandina Historic Preservation Tour on Saturday May 11.

RECOGNITION: Commissioner Ross praised the Fernandina Beach Golf Club for their recognition of charity work on behalf of the Navy Seal Foundation.

EVENT: Commissioner Ross acknowledged City Utilities Director John Mandrick and Mr. John Gilbert for their leadership with annual Bike Rodeo April 6th.

RESCUE: Commissioner Ross thanked the Ocean Rescue members involved in the recent off duty successful ocean rescue.

RESCUE: Commissioner Chapman also complimented the Ocean Rescue and Fire Department on the recent ocean rescue.

SERVICE: Commissioner Chapman avowed that his Commission votes are based solely on his views and requested concerns be directed specifically to him.

LEAVE: Commissioner Lednovich will be out on medical leave beginning Tuesday April 23 and will respond to correspondence as soon as possible.

FEEDBACK: Commissioner Lednovich requested civility and civil discourse especially on social media in light of debatable concerns.

LIAISON: Vice Mayor Kreger requested permission to accept the Historic Business Association liaison appointment.

EVENT: Vice Mayor Kreger attended the Volunteer Award breakfast event on April 12th.

DRAFT

MINUTES

City Commission Regular Meeting

April 16, 2019

Page 10 of 10

FUNDRAISER: Mayor Miller recently read the moving Proclamation at the annual Katie Ride for Life to benefit organ donation and thanked all who participated and accommodated the cyclists.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 10:48pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-112
Change Order Approval - Cloud 9 Services, Inc. dba Fender Marine Construction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-112

SYNOPSIS: The City issued Invitation to Bid #18-12 for the repairs and replacement of the Southern Attenuator at the Fernandina Beach Harbor Marina. On July 17, 2018, the City Commission awarded the bid to Cloud 9 Services, Inc. dba Fender Marine Construction in the amount of \$6,152,565.94.

Following commencement of this project, additional work has been identified related to the southern wave attenuator.

Fender Marine Construction has submitted Change Order #11 in the amount of \$71,559.36 related to costs associated with bollards and switch gear pad and design along with extra runs of PVC.

FISCAL IMPACT: Funding for this project has been budgeted in the Marina Building account, 480 56200; funding for Change Order #11 is available in the same account.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-112.

Dale Martin, City Manager	7/2/2019
Pauline Testagrose, Comptroller	7/5/2019
Tammi E. Bach, City Attorney	7/8/2019
Katie Newton, Legal Assistant	7/8/2019

Date: June 19, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #11 WITH CLOUD 9 SERVICES, INC. DBA FENDER MARINE CONSTRUCTION RELATED TO THE SOUTHERN ATTENUATOR PROJECT AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on July 17, 2018, the City Commission awarded the bid to Fender Marine Construction, also known as Cloud 9 Services, Inc., in the amount of \$6,152,565.94; and

WHEREAS, additional work has been identified and Fender Marine Construction has submitted Change Order #11 in the amount of \$71,559.36 for costs relating to bollards and switch gear pad and design along with extra runs of PVC; and

WHEREAS, funding for this project has been budgeted in the Marina Building account, 480 56200; funding for Change Order #11 is available in the same account.

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

SECTION 1. The City Commission hereby approves Change Order #11 with Fender Marine Construction (Cloud 9 Services, Inc.), attached hereto as Exhibit "A," related to the Southern Attenuator Project at the Fernandina Beach Harbor Marina and authorizes increasing the total project cost to \$6,287,054.13.

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

ADOPTED this 16th day of July, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 11 Revision #0		Change Order Effective Date: (date when executed by both parties)
Project:	Fernandina Harbor Southern Wave Attenuator	Design-Builder's Project No: 4910
		Date of Agreement: 8-28-18
Owner:	City of Fernandina Beach	Design-Builder: Fender Marine Construction

Scope of the Change:

Cost of Electrical wire size changes at the attenuator based on negotiation with City = add \$9,960.84 plus 15% OH&P for Fender Marine = \$11,454.97 plus 3.78% bond fee = total \$11,887.96.

Cost of shore PVC change that is approved - there are extra runs of PVC needed with extra strapping = add \$7,813.55 plus 15% OH&P for Fender Marine = \$8,985.58 plus 3.78% bond fee = total \$9,325.24.

Cost of McGonigle administrative costs for reworking estimates back and forth between changes = add \$2,400.00 plus 15% OH&P for Fender Marine = \$2,760.00 plus 3.78% bond fee = total \$2,864.33.

Cost of Hall redesign costs for reworking drawings back and forth between changes and meetings since 6-10-19 changes = add \$2,100.00 plus 15% OH&P for Fender Marine = \$2,415.00 plus 3.78% bond fee = total \$2,506.29.

Cost of (3) 6" pipe bollards at the service switchboard per provided detail = add \$10,044.95 plus 15% OH&P for Fender Marine = \$11,551.69 plus 3.78% bond fee = total \$11,988.35

Cost of (4) attenuator pipe bollards per provided detail = add \$7,767.85 plus 15% OH&P for Fender Marine = \$8,933.03 plus 3.78% bond fee = total \$9,270.70.

Cost of Electrical equipment elevated pad = add \$19,871.88 plus 15% OH&P for Fender Marine = \$22,852.66 plus 3.78% bond fee = total \$23,716.49.

Original Contract Price:	\$ 6,152,565.94
Net Change by Previous Change Order No(s): 1 to: 10	\$ 6,215,494.78
This Change Order <u>Increase/Decrease</u> (attach breakdown):	\$ 71,559.36
New Contract Price:	\$ 6,287,054.13

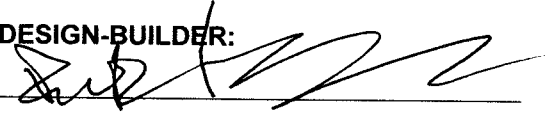
Original Contract Completion Date:	June 31	2019
Adjustments by Change Order No(s) 1 to: 10	100	(calendar days)
This Change Order Contract Time <u>Increase/Decrease</u> :	10	(calendar days)
Revised Substantial Completion Date:	October 19th	2019

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

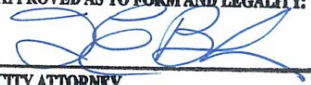
OWNER:

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

DESIGN-BUILDER:

By: 
 Printed Name: Rick Fender
 Title: V.P.
 Date: 6-27-19

APPROVED AS TO FORM AND LEGALITY:


 CITY ATTORNEY

Description	Cost	OH&P 15%	Subtotal	Add bond 3.78%
Wire Size	9960.84	1494.126	11454.97	\$11,887.96
Shore PVC	7813.55	1172.033	8985.583	\$9,325.24
McGonigle Admin	2400	360	2760	\$2,864.33
Hall Admin	2100	315	2415	\$2,506.29
(3) 6" Pipe Bollards	10044.95	1506.743	11551.69	\$11,988.35
(4) 6" Pipe Bollards	7767.85	1165.178	8933.028	\$9,270.70
Elevated Conc pad	19871.88	2980.782	22852.66	\$23,716.49
				\$71,559.35
Previous Contract Value	\$6,215,494.78			
New Contract Value				\$6,287,054.13

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-113
Airport T-Hangar and Row Hangar Waiting List Policy

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-113

SYNOPSIS: The Airport has an existing hangar waiting list which provides chronological access to the rental of individual T-Hangar or Row Hangar units for storage of aircraft. Currently, approximately fifty-five individuals are on this list. The Airport currently does not have a policy outlining procedures and practices in the administration of this waiting list. This proposed policy was drafted through a review of existing policies at similar Airports and through discussion with the Airport Advisory Commission (AAC).

At the June 13, 2019 AAC meeting, the AAC unanimously recommended the City Commission adopt this proposed Airport T-Hangar and Row Hangar Waiting List Policy.

FISCAL IMPACT: None; this waiting list requires a \$300 deposit for entrance to the list, however this deposit is refundable at any time, or the deposit is refunded when an individual from the waiting list gains access to a hangar unit.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-113.

Nicole Bednar, Administrative Services Manager 6/27/2019

Dale Martin, City Manager 7/2/2019

Tammi E. Bach, City Attorney 7/8/2019

Date: June 06, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ADOPTING AN AIRPORT T-HANGAR AND ROW HANGAR WAITING LIST POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City does not currently have a policy in place for administration of the Airport's existing T-Hangar and Row Hangar Waiting List; and

WHEREAS, Airport staff and the Airport Advisory Commission (AAC) have drafted a proposed hangar waiting list policy to outline administration of the T-Hangar and Row Hangar Waiting List; and

WHEREAS, it is in the best interest of the City to adopt an Airport T-Hangar and Row Hangar Waiting List Policy to ensure consistent and fair administration of the Airport's waiting list.

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 Airport T-Hangar and Row Hangar Waiting List Policy, attached hereto as Exhibit "A."

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

ADOPTED this 16th day of July, 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

Fernandina Beach Municipal Airport
T-Hangar and Row Hangar Waiting List Policy

GENERAL

Hangars, owned by the City of Fernandina Beach, at the Fernandina Beach Municipal Airport are intended for storage of registered and airworthy aircraft by the registered owner(s). This policy governs the waiting list for access and rental of Airport-owned T-Hangars.

Vacant hangars will only be offered to persons on the Hangar Waiting List. In order for a person to be placed on this list, the individual shall complete and file a hangar waiting list application with Airport Management (Airport Director or designated representative) and submit a refundable \$300.00 deposit at the time of application. The date of application will not be complete until payment has been received by Airport Management. Applicants may submit multiple waiting list applications if multiple units are desired for storage of aircraft at the Airport. Applicants are solely responsible for maintaining a current address and telephone number with Airport staff.

POSITION ON THE WAITING LIST

Waiting list position for new applications shall be determined by the date received at the Airport Office at 700 Airport Road, Fernandina Beach FL 32034. A copy of the official dated application will be provided to applicants upon request. Hangar size preference will be documented at the time of entrance to the waiting list. Hangar size preference can be changed at any time by filing a request to Airport Management via mail, e-mail, or by phone.

Positions on the waiting list shall not be transferred, traded, or sold.

Persons removed from the waiting list may restore their names to the bottom of the waiting list by making a new application.

HANGAR UNIT OFFERS

Hangar offers shall be made chronologically (oldest date/time to the most recent). The offer of a vacant hangar shall be made by phone and via email from Airport Management. To accept the offer, the applicant must:

- Reply in the affirmative within ten full business days following the date that the call and email was transmitted.
- Have an aircraft registered to the applicant in the hangar within 60 days from the commencement of the hangar rental agreement. Failure to place a registered aircraft in the hangar within 60 days may result in termination of the hangar rental agreement.

When the top position on the list has been vacated (by acceptance of a hangar or following removal), the next individual on the list will be notified by Airport Management via email and phone of their position at the top of the list.

PASS-OVER POLICY

Every effort shall be made to contact the top position of the waiting list by email and telephone, as hangars become available.

A “decline” or “not interested” response, non-contact, or failure to respond within ten business days will be considered a pass-over.

Each hangar applicant is permitted one pass-over. Following a second pass-over, applicants will be moved to the bottom of the waiting list.

A second offer will be made to a passed-over applicant only after filling the original T-Hangar vacancy.

An applicant’s rejection of a hangar offer based on insufficient space for the owned aircraft, as validated by Airport Management by review of the applicant’s aircraft registration number, or for a hangar which does not match the hangar-size preference on the waiting list will not be considered a pass-over.

HANGAR UNIT ACCEPTANCE

If the contacted individual is interested in leasing the offered hangar, Airport Management will begin contract negotiations. The hangar waiting list funds will be promptly reimbursed to the waiting list individual that has accepted a hangar unit, and that position on the list will be eliminated.

HANGAR RELOCATION/TRANSFERS

Existing hangar tenants will be provided first preference at transferring to another hangar. To identify an interest in transferring hangars, the lessee of a hangar unit must provide notice to Airport Management with a request to transfer to another unit in addition to the details (type/size/location) of the hangar that the individual is interested in transferring to.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-114
Award Bid #19-05 - Thomas May Construction Company, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2019-114

SYNOPSIS: The City of Fernandina Beach solicited bids from vendors for the demolition of the previous FBO office space, rehabilitation of the hangar adjoined to this office space, and removal and disposal of an existing modular trailer from Airport property as a bid additive.

Four bids were received and opened on June 7, 2019. Following opening of bids, staff reviewed the scope of work with the lowest bidder, and identified a component of the project, bead blasting and painting concrete foundation, which could be removed without affecting the function of the final project.

Staff recommends removal of this project component which reduces the low bid, without additive, to \$125,200 contingent upon concurrence by the City Commission. With the bid additive for removal of a modular trailer and the aforementioned scope reduction, the total project cost is \$131,350.

In establishing the current FY budget, staff proposed two hangar repair projects. The first is demolition of office space under this project at \$40,000 and the second is rehabilitation work for Hangar B at \$140,000. In the design phase for this project, staff included additional rehabilitation elements for the adjacent hangar which increased the cost beyond a simple demolition project. Following closer review during the course of the year, it was determined that Hangar B repairs can be accomplished under multiple, smaller, projects and that it may be advantageous to wait for a lessee who might also propose renovations to the facility.

Staff therefore requests that funds for Hangar B repairs, within the Airport Improvement Account, be utilized for this project. The Airport received approximately \$78,000 in insurance proceeds for repair or demolition of this office space following damage from Hurricane Irma.

The attached Resolution recommends awarding Bid #19-05 with bid additive to the lowest bidder, Thomas May Construction Company, Inc., at a cost of \$131,350.

FISCAL IMPACT: Funds are budgeted and available in the Airport Improvement Account, 420 56300 (Project #19048).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-114.

Nicole Bednar, Administrative Services Manager	7/1/2019
Dale Martin, City Manager	7/2/2019
Pauline Testagrose, Comptroller	7/8/2019
Tammi E. Bach, City Attorney	7/9/2019

Date: June 28, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID #19-05 TO THOMAS MAY CONSTRUCTION COMPANY, INC. FOR DEMOLITION OF OFFICE SPACE, REHABILITATION OF HANGAR D, AND REMOVAL OF MODULAR TRAILER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for demolition of previous fixed base operator office space, rehabilitation of Hangar D, and removal of a modular trailer from Airport property; and

WHEREAS, after review and consideration of the bids received, staff recommends awarding Bid #19-05 with Bid Additive 1 to the lowest bidder, Thomas May Construction Company, Inc. in the amount of \$131,350; and

WHEREAS, staff recommends use of funds budgeted in the current fiscal year originally intended for rehabilitation of Hangar B within the Airport Improvements Account #420-6300 (Project #19048) for this project.

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 award of Bid #19-05 to Thomas May Construction Company, Inc. in the amount of \$131,350.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to the bid awardment upon review and approval of the City Attorney.

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

ADOPTED this 16th day of July, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **OFFICE DEMOLITION AND HANGAR REHABILITATION**. A **mandatory pre-bid** meeting is scheduled for **May 16, 2019 at 2:00PM** in the Airport Terminal Conference Room, 700 Airport Road, Fernandina Beach FL 32034.

The City will receive sealed bids at the location stated below not later than **10:00AM, May 24, 2019**.

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

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

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #19-05** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB#19-05**
204 Ash Street
Fernandina Beach, FL 32034

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

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

SCOPE OF WORK: OFFICE DEMOLITION AND HANGAR REHABILITATION

General

1. Locate all underground utilities prior to start of work.
2. Contractor shall obtain all necessary approvals and/or permits before commencing work from the proper authorities having jurisdiction. The Fernandina Beach Municipal Airport will fund the cost of permits required for completion of this project. A survey of the proposed demolition space has been conducted to determine any presence of asbestos or lead in the facility. The results of this testing did not indicate presence of asbestos or lead within the facility to be demolished. The results/report from this test are included with this bid invitation.
3. The general scope of this project is to demolish existing office space (referred to as FBO office space) attached to an existing hangar and provide necessary rehabilitation for the hangar to remain in place in accordance with the approved site plans provided within this invitation to bid.
4. Contractor shall verify all measurements and elevations as indicate on the approved site plans provided by owner.
5. The contractor is responsible to furnish all required materials, labor, equipment and tools to perform all operations necessary to demolish the office space and rehabilitate the remaining hangar as shown on the approved site plans.
6. Contractor shall comply with Federal Aviation Administration Advisory Circular (AC) 150/5370-2G "*Operational Safety on Airports During Construction*" at all times during this project.
7. A construction schedule and sequence of work shall be provided to the owner.
8. Contractor shall provide a list of equipment to be used on site.

Construction Staging

1. A construction staging area will be available on the City of Fernandina Beach Airport property adjacent to the North-side of the subject building/hangar at an address of 650 Airport Road.

Site Work

1. All construction debris shall be removed from the site following completion of the project.
2. All disturbed areas shall be restored to pre-project conditions prior to issuance of project acceptance.

Warranty

1. Contractor shall provide a 1 year warranty for materials and workmanship for all improvements.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

SCOPE OF WORK: BID ADDITIVE 1 - DEMOLITION AND/OR REMOVAL OF MODULAR TRAILER

General

1. Locate all underground utilities prior to start of work.
2. Contractor shall obtain all necessary approvals and/or permits before commencing work from the proper authorities having jurisdiction. The Fernandina Beach Municipal Airport will fund the cost of permits required for completion of this project.
3. The general scope of this project is to demolish and/or remove, at the contractor's discretion, a 12'x60' modular trailer. Contractor shall be responsible for disconnecting all utilities and plumbing from the trailer.
4. The contractor is responsible to furnish all required materials, labor, equipment and tools to perform all operations necessary to demolish and/or remove this modular trailer from airport property.
5. Contractor shall comply with Federal Aviation Administration Advisory Circular (AC) 150/5370-2G "*Operational Safety on Airports During Construction*" at all times during this project.
6. A construction schedule and sequence of work shall be provided to the owner.
7. Contractor shall provide a list of equipment to be used on site.

Construction Staging

1. A construction staging area will be available on the City of Fernandina Beach Airport property in the same location as the staging area described for the office demolition and hangar rehabilitation project.

Site Work

1. All construction debris shall be removed from the site following completion of the project.
2. All disturbed areas shall be restored to pre-project conditions prior to issuance of project acceptance.

Warranty

1. There is no warranty period prescribed for demolition and/or removal of this trailer.

END OF SCOPE OF WORK

AWARD

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

Bid Package

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

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weeks, wweeks@fbfl.org.

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

ADDENDA

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

CONTRACTOR PERSONNEL

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

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

PROJECT SCHEDULE

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

TIME OF PERFORMANCE

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

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Airport Director and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse containers and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

SAFETY

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

REQUIRED INSPECTIONS

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

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

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

WARRANTY

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

LIQUIDATED DAMAGES

See attached contract form

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid.
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

**CITY OF FERNANDINA BEACH
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OFFICE DEMOLITION AND HANGAR REHABILITATION**

4. WITHDRAWAL OF BID

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

5. LATE BID

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction

**CITY OF FERNANDINA BEACH
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OFFICE DEMOLITION AND HANGAR REHABILITATION**

Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.

- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

**CITY OF FERNANDINA BEACH
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OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence

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and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

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

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coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

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

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14. PAYMENT

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

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

**CITY OF FERNANDINA BEACH
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EXHIBITS

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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid Proposal Amount \$ _____ Bid Additive Proposal Amount \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
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EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

**CITY OF FERNANDINA BEACH
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includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of

Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

STATE OF FLORIDA
COUNTY OF _____

Signature

Date:

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

STATE OF FLORIDA
COUNTY OF _____

Signature

Date:

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

Notary Signature

My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

**“ATTACHMENT A”
CITY OF FERNANDINA BEACH
CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

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

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
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The OWNER and CONTRACTOR agree as follows:
ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

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

2. Intent of Contract Documents

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

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

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

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

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

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

ARTICLE 5 - CONTRACT AMOUNT

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

ARTICLE 6 - LIQUIDATED DAMAGES

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

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

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner.

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

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

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4. Contractor Applications for Payment

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

Applications for Payment shall not include:

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

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

5. Certification of Payment Requests

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

6. Criteria for Withholding A Certificate for Payment

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

Defective Work not corrected;

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

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

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

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

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

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

2. Termination by The Owner For Cause

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

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

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

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

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

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

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

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

3. Termination by the Owner for Convenience

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

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

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

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will

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have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

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

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

3. Review and Approval of Contractor's Submittals

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

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

4. Interpret Plans

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

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

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

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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

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

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

3. Permits

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

4. Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. OBLIGATIONS OF THE CONTRACTOR

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1. Superintendent

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

2. Review of Contract Documents

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

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

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare

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

9. Project Records

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

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

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

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

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

10. Approval of Shop Drawings and Other Submittals

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

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

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

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

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

14. Correcting Rejected Work

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

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

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

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1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

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

3. Removal of Subcontractors

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

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

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

3. Construction Change Order

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

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

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

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

4. Changes in Contract Amount

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

5. Cost of Work

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

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

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

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

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

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

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

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

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

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

9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially

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

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

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

4. Claims for Additional Time

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

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

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

5. Claims for Additional Compensation

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

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

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

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

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

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

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

6. Resolution of Disputes by the Owner

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

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the

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surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

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

2. Substantial Completion

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

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

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

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

2. Safety of Employees and Property

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

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

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

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

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

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

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

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

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

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance

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policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7. Workers' Compensation Insurance

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

8. Liability Insurance

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

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

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

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

9. Builder's Risk Coverage

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

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.

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- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements

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and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

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

4. Limitation of Liability

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

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

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

APPENDIX I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

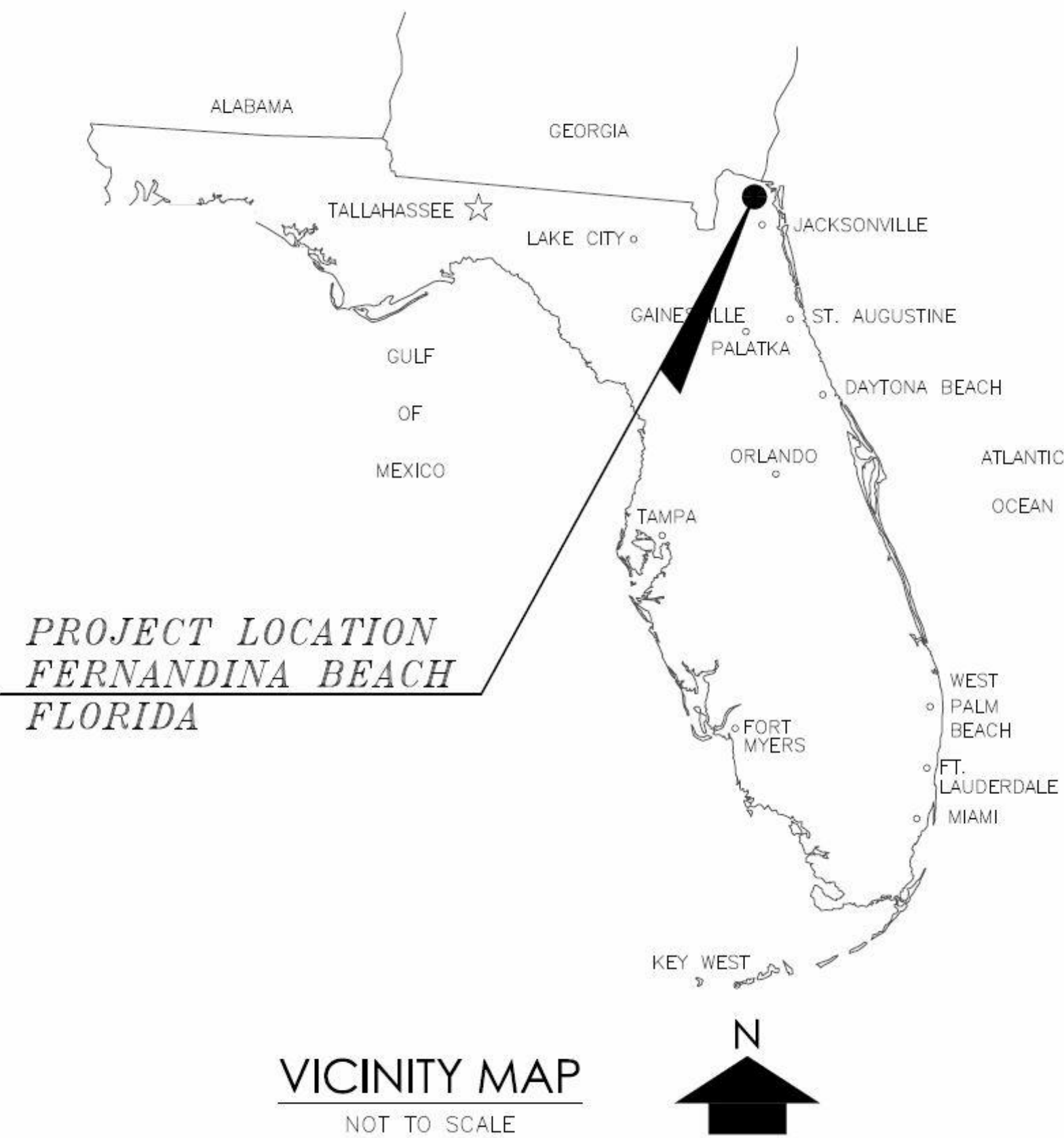
CONTRACT DOCUMENTS FOR:

Fernandina Beach Municipal Airport -FHB

650 Airport Rd.
Fernandina Beach, FL 32034



CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FL 32034



Former FBO Office Demolition and Hangar Rehabilitation

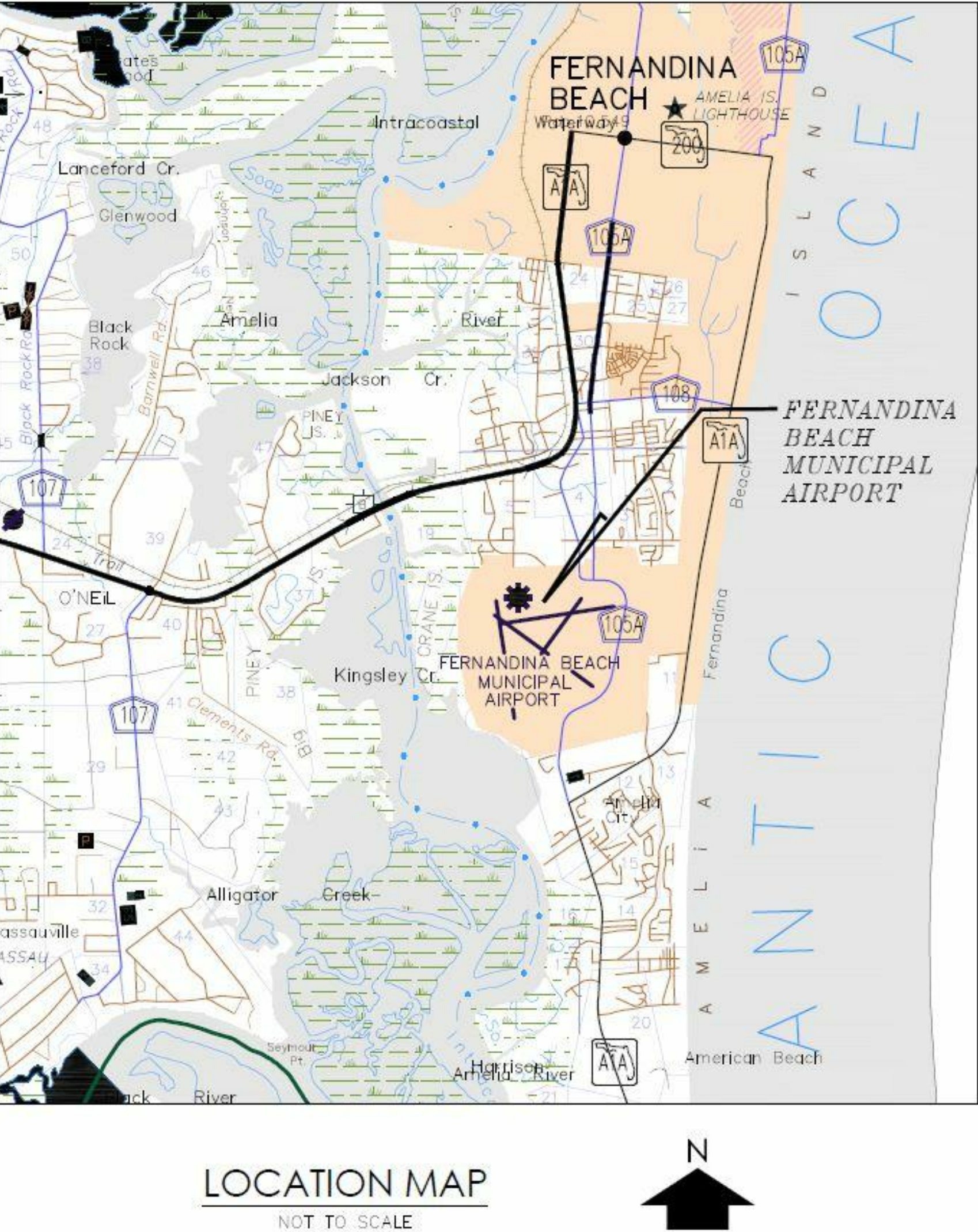
ARCHITECTURAL:
PA PASSERO ASSOCIATES
engineering architecture
4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL 32095

PASSERO ASSOCIATES PROJECT NUMBER: 99000047.0082

MARCH 11, 2019

DESIGN STATEMENT:
THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED TO OBTAIN A BUILDING PERMIT.
THE SCOPE OF THESE CONSTRUCTION DOCUMENTS IS TO DEPICT A 'DESIGN INTENT'.
DETAIL AND SIZING OF ANY ADDITIONAL OR NEW STRUCTURAL MEMBERS WILL BE DETERMINED IN THE FIELD PRIOR TO REMOVAL OF ANY EXISTING, UNFORESEEN, STRUCTURAL COMPONENT.
ALL CONTRACTORS ENGAGED ON THIS PROJECT SHALL FOLLOW ALL FEDERAL, STATE, AND LOCAL CODES AND SHALL BE RESPONSIBLE FOR ANY DEVIATIONS FROM THESE CODES.
THE WORK IS TO BE CONDUCTED IN STRICT COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING THE 'OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION' (OSHA) AND THE 'ENVIRONMENTAL PROTECTION AGENCY' (EPA) REGULATIONS.

DRAWING INDEX	
A-000	COVER PAGE
A-001	SYMBOLS & DETAILS
A-002	FLOOR DEMOLITION PLAN
A-100	FLOOR PLAN
A-101	DETAILS



GENERAL NOTES:

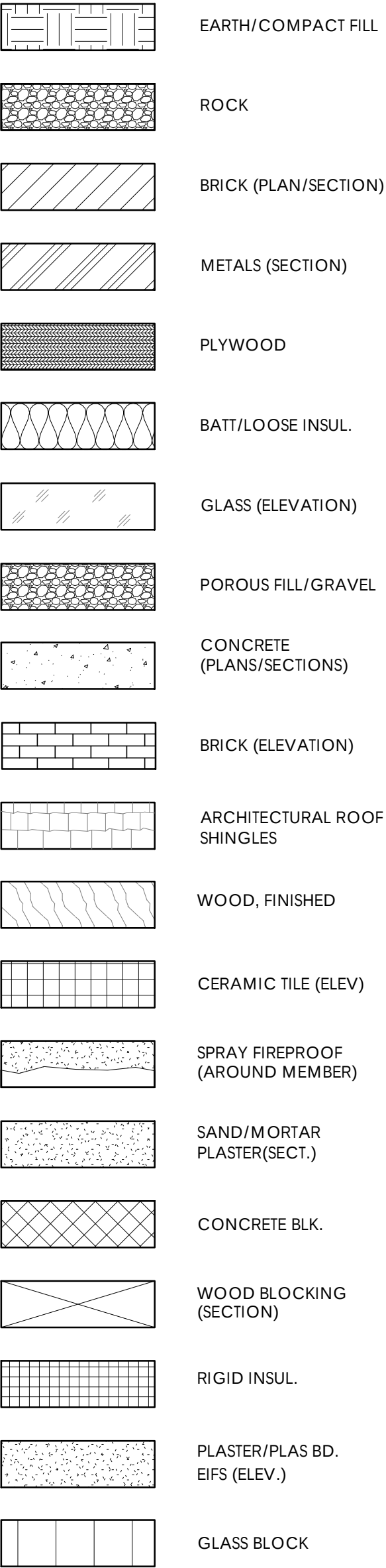
1. Bidders shall review drawing index and verify that they have received copies of all drawings. Do not bid this project or commence construction without having a complete set of drawings.
2. This is a demolition project generally consisting of the removal of the existing FBO office attached to an existing hangar. Existing hangar to remain intact with modifications to enclose existing hangar after removal of existing FBO. Bidders shall promptly notify the Architect in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents or the site and local conditions. Do not bid or proceed with installations in areas of discrepancy until all such discrepancies are fully resolved.
3. The plans are based upon information furnished to the Architect by the Fernandina Beach Municipal Airport, consisting of drawings prepared by others, these plans have been modified to reflect actual conditions based on limited field observations. To the best of the architect's knowledge and belief, the information on these drawings is believed to be accurate. The architect does not guarantee its accuracy.
4. Prior to submitting bids, the contractor shall visit the job site to familiarize themselves with existing conditions. They shall immediately notify the Architect, in writing, if any discrepancies or inconsistencies exist. Failure to verify the existing conditions shall not relieve the contractor of any expenses or responsibilities resulting from that failure.
5. Where concrete slabs, wall partitions and other surfaces are to be removed, surfaces that are to remain shall be repaired and patched. The contractor shall prepare existing conditions to receive new work and match existing adjacent surfaces.
6. Any disruption in the continuity of existing utility lines within the facilities site shall be coordinated with Fernandina Beach Municipal Airport representative, giving 72 hours notice prior to any disruption and shall be restored immediately.
7. General contractor and subcontractors shall complete all work in accordance with the requirements of applicable laws, codes, regulations, safety, FAA and FDOT standards.
8. Contractor shall coordinate staging areas with Architect and Fernandina Beach Municipal Airport representative.
9. The contractor shall maintain a safe environment during all phases of construction.
10. Contractor to comply with AC 150/5370-2G "Operational Safety on Airports During Construction."
11. The contractor shall clear the project site of all trash, rubbish and debris daily. Dispose of all waste material in a legal manner. Contractor shall supply his own dumpster at location as directed by Architect and Fernandina Beach Municipal Airport representative.
12. The contractor is responsible for maintaining security per FAA and Airport regulations for an operational airport facility including parking, delivery requirements, etc.
13. The contractor shall maintain the integrity of other systems inside the scope of work during construction.
14. The contractor shall field verify all dimensions and existing conditions. The contractor shall verify that the proposed details can be fabricated and installed in accordance with all pertinent codes, regulations and safety standards.
15. Due to the nature of work involved in remodeling, unforeseeable conditions may arise during construction. Any unforeseen condition that affects the progress of the work shall be reported immediately to the architect for review.
16. Any existing equipment or building components not to be reused must be completely removed and disposed of properly.
17. Perform all construction and arrange for materials and equipment delivery in accordance with the requirements of Fernandina Beach Municipal Airport.
18. It is the contractor's responsibility to secure the premises throughout the duration of the project.
19. The contractor shall include in his bid all costs associated with material handling, storage and delivery.
20. No animals allowed on the job site.

- FIRE PROTECTION DURING CONSTRUCTION:
- Fire Protection During Construction - Florida Fire Prevention Code Latest Edition:
 - Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations, and this Chapter.
 - The suitability, disruption, and maintenance of extinguishers shall be in accordance with Section 13.6, [241:7.7.1]
 - At least one approved fire extinguisher also shall be provided in plain sight on each floor at each usable stairway as soon as combustible material accumulates. [241:7.7.4]
 - Suitable fire extinguishers shall be provided on self-propelled equipment. [241:7.7.5]
 - A water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates. [241.8.7.2.1]
 - Flammable and Combustible Liquids and Flammable Gases - Florida Fire Prevention Code Latest Edition:
 - Storage of flammable and combustible liquids shall be in accordance with Chapter 66, unless otherwise modified by 16.2.3. [241:5.5.1.1]
 - Storage of Class I and Class II liquids shall not exceed 60 gal. (227 L) within 50 ft (15 m) of the structure. [241:5.5.1.2]
 - Storage areas shall be kept free of weeds, debris, and combustible material not necessary to the storage. [241:5.5.1.3]
 - Open flames and smoking shall not be permitted in flammable and combustible liquids storage areas. [241:5.5.1.4]
 - Such storage areas shall be appropriately posted as "No Smoking" areas. [241:5.5.1.5]
 - Class I and Class II liquids shall be kept in approved safety containers. [241:5.5.2.2]
 - Class I liquids shall be dispensed only where there are no open flames or other sources of ignition within the possible path of vapor travel. [241:5.5.2.4]

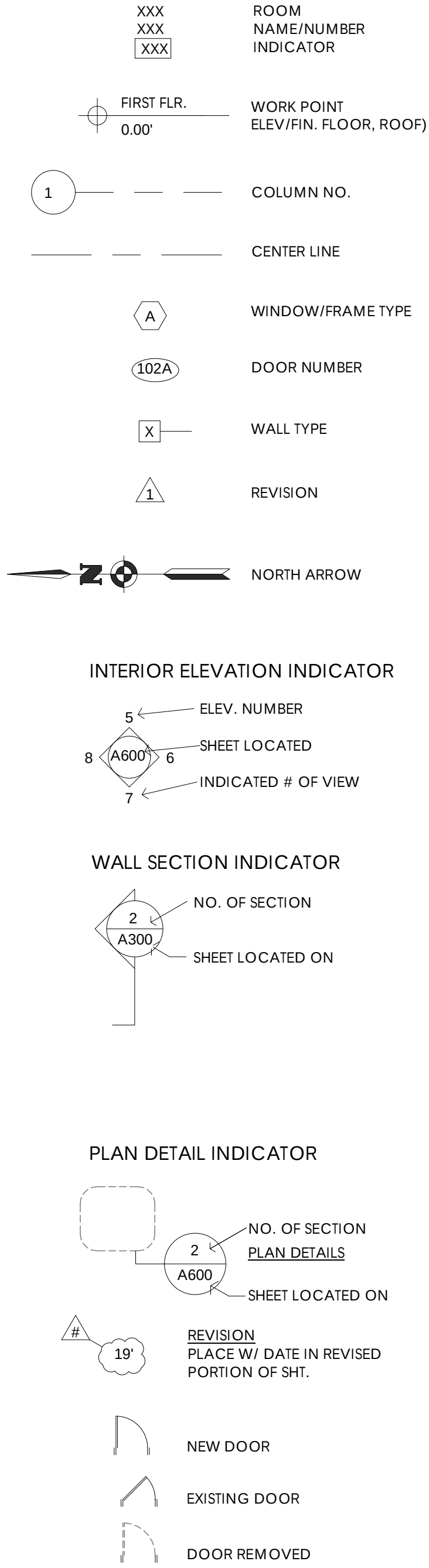
GENERAL DEMOLITION NOTES:

1. Fernandina Beach Municipal Airport authority has the right of first refusal.
2. Prior to any demolition work, locate all underground utilities.
3. Any plumbing and/or electrical lines not being reused are to be capped and placed below or behind the finished surface as necessary and according to local building codes.
4. All capped plumbing including water and sewer shall be pressure tested and inspected prior to covering them.
5. Contractor shall provide his own dumpster for trash removal from all trades and all work relating to this project. The contractor shall not be allowed to use existing dumpster on site. Demolition debris shall be disposed strictly in accordance with all local, state and federal authorities requirements.
6. Do not saw cut into or remove structural walls, columns and beams. Exposed all structural load bearing conditions for architect's observation.
7. If during demolition of the existing structure is found to contain asbestos or lead, it is the responsibility of the contractor to comply with the provisions of S.469.003 Florida statutes and to notify the department of environmental protection of their intentions to remove asbestos and/or lead, when applicable, and in accordance with state and federal law.
8. Contractor shall obtain all necessary approvals and/or permits before commencing work from proper authorities having jurisdiction.
9. The demolition plans are general in nature and do not attempt to indicate smaller individual items which may also need to be removed. Therefore, the contractor shall visit the site to determine whether such non-specified items exist and are to be removed to achieve the overall intent. Contractor shall verify existing conditions including structural, mechanical, electrical, and plumbing, and report any discrepancies to the architect.
10. During demolition the contractor shall be responsible for the safe stability of the structure until the operation is complete. Any observation by the architect does not relieve the contractor from his responsibility to provide for safety and protection of persons and property.
11. Protect all existing areas and/or items not included for demolition from dust and damage, by use of water misting, temporary enclosures or other suitable methods. Any damage occurring during demolition shall be fixed or replaced by the contractor to the satisfaction of the architect, to match existing at no additional cost to Fernandina Beach Municipal Airport.
12. Contractor is advised that there may be concealed pipelines, electrical, telephone, cable wires, columns, beams or other structural, mechanical, electrical, plumbing items, etc.. Although the documents produced by the architect and engineers are believed to be substantially correct, The architect, engineers and Fernandina Beach Municipal Airport authority do not guarantee the location or existence or condition of any concealed items. Contractor must proceed with caution during demolition and must make their own determination, measurements and evaluation of the working condition of existing concealed items. Any environmentally sensitive material, encountered during demolition shall be reported in writing to Fernandina Beach Municipal Airport authority and disposed of in accordance with state and federal regulations.
13. Prior to demolition the contractor shall walk the site and provide a written list, photographs and/or videotapes of any damage to existing finishes, missing equipment, non-operable equipment, any water damage, etc.
14. Contractor to shut off all building systems prior to any demolition work.
15. Contractor is responsible for all as-built documents required for project closeout and rehabilitated hangar building certificate of occupancy.

MATERIALS SYMBOLS



GRAPHIC SYMBOLS



ABBREVIATIONS

AD	ACCESS DOOR	CW	Cold Water	EXPJ	EXPANSION JOINT	HGT	HEIGHT	NAT	NATURAL	RO	ROUGHT OPENING	SWBD	SWITCHBOARD
AFF	ABOVE FINISH FLOOR	CMT	CERAMIC MOSAIC TILE	EXPD	EXPOSED	HM	HOLLOW METAL	NRC	NOISE REDUCTION COEFFICIENT	PLGL	PLATE GLASS	SYM	SYMMETRICAL
ACT	ACOUSTICAL TILE	CONC	CONCRETE	EXTN	EXTENSION	ID	INSIDE DIAMETER	NIC	NOT IN CONTRACT	PLYWD	PLYWOOD	TB	TACKBOARD
ADD	ADDENDUM	CONSTR	CONSTRUCTION	EXT	EXTERIOR	IBC	INSTALLED BY CONTRACTOR	NIS	NOT TO SCALE	PLUB	PLUMBING	TEL	TELEPHONE
ADJ	ADJACENT	CONT	CONTINUOUS	FCU	FAN COIL UNIT	INSUL	INSULATION	NTS	NOT TO SCALE	PT/S	PT/S	TV	TELEVISION
A/C	AIR CONDITIONING	CLL	CONTACT LIMIT LINE	FIN	FINISHED	INS. GL	Insulated Glass	NOM	NOMINAL	POL	POLISHED	TEMP	TEMPERATURE, TEMPORARY
ALT	ALTERNATE	CNTOR	CONTRACTOR	FA	FIRE ALARM	INT	INTERIOR	NO, #	NUMBER	PPGL	POLISHED PLATE GLASS	TEMPGL	TEMPERED GLASS
ALUM	ALUMINUM	CJ	CONTROL JOINT	FACT	FACTORY	INV	INVERT	OC	ON CENTER	PVP	POLYVINYL CHLORIDE	TEX	TEXTURE
AB	Anchor Bolt	CG	CORNER GUARD	FE	FIRE EXTINGUISHER	JAN	JANITOR	OPNG	OPENING	PCF	POUNDS PER CUBIC FEET	THK	THICKNESS
APPROX	APPROXIMATE	CS	COUNTER SINK	FP	FIRE PROOFING	JT	JOINT	OPP	OPPOSITE	PSL	POUNDS PER SQUARE INCH	TOIL	TOILET
ARCH	ARCHITECTURAL	CNTR	COUNTER	FR	FIRE RESISTANT	LAM	LAMINATED	OPH	OPPOSITE HAND	PLF	POUNDS PER LINEAR FEET	T&G	TONGUE AND GROOVE
ATTN	ATTENUATION	CRS	COURSE	FLR	FLOOR	LAV	LAVATORY	OD	OUTSIDE DIAMETER	PSF	POUNDS PER SQUARE FEET	TOS	TOP OF STEEL
AUTO	AUTOMATIC	DEMO	DEMOLISH	FD	FLOOR DRAIN	LH	LEFT HAND	OA	OVERALL	PCP	PRECAST CONCRETE PANEL	TYP	TYPICAL
BM	BEAM	DET	DETAIL	FL	FLUSH	LCT	LENGHT	OH	OVERHEAD	PREFAB	PREFABRICATED	TOW	TOP OF WALL
BRG	BEARING	DIAG	DIAGONAL	FT	FOOT	LGT	LIGHT	PNT	PAINTED	PREF	PREFINISHED	UC	UNDERCUT
BIT	BITUMINOUS	DIA	DIAMETER	FTG	FOOTING	LF	LINEAR FEET	PN	PANEL	PROJ	PROJECTION	UG	UNDERGROUND
BLK	BLOCK	DIM	DIMENSION	FTDN	FOUNDATION	LWT	LIGHT WEIGHT	PBD	PARTICAL BOARD	PL	PROPERTY LINE	UH	UNIT HEATER
BLKG	BLOCKING	DO	DITTO	FO	FRAME OPENING	LL	LIVE LOAD	PLAS	PLASTER	PR	PRIMED	UV	UNIT VENTILATOR
BD	BOARD	DR	DOOR	FBO	FURNISHED BY OWNER	LOC	LOCATION	PLAM	PLASTIC LAMINATE	SST	STAINLESS STEEL	UR	URNAL
BOT	BOTTOM	DBL	DOUBLE	FBC	FURNISHED BY CONTRACTOR	LLH	LONG LEG HORIZONTAL	QTY	QUANTITY	STORM	STORM SEWER	VTR	VENT THROUGH ROOF
BRK	BRICK	DN	DOWN			LLV	LONG LEG VERTICAL	RAD	RADIUS	SECT	SECTION	VENT	VENTILATOR
BC	BRICK COURSE	DWG	DRAWING	FUR	FURRING	LP	LOW POINT	RWL	RAIN WATER LEADER	SS	SERVICE SINK	VERT	VERTICAL
BLDG	BUILDING	EA	EACH	GALV	GALVANIZED	MH	MANHOLE	RECPT	RECEPTACLE (ELECTRIC)	SHT	SHEET	VEST	VESTIBULE
BUR	BUILT-UP ROOFING	ELEC	ELECTRICAL	GA	GAGE	MFR	MANUFACTURER	REF	REINFORCE (D) (ING)	SIM	SIMILAR	VCT	VINYL COMPOSITION TILE
BEJ	BRICK EXPANS. JOINT	EL	ELEVATION	GC	GENERAL CONTRACTOR	MAS	MASONRY	REQD	REQUIRED	SPKR	SPEAKER	VIF	VERIFY IN FIELD
CAB	CABINET	EWG	ELECTRIC WATER COOLER	GL	GLASS	MO	MASONRY OPENING	RESIL	RESILIENT	SPEC	SPECIFICATIONS	VWC	VINYL WALL COVERING
CH	CABINET HEATER	ELEV	ELEVATOR	GB	GRAB BAR	MATL	MATERIAL	RCP	REINFORCE CONCRETE PIPE	SQ	SQUARE	WSCOT	WAINSCOT
CSW	CASEWORK	EMERG	EMERGENCY	GWB	GYPSUM WALL BOARD	MAX	MAXIMUM	RET	RETURN	SP	STAND PIPE	WC	WATER CLOSET
CLG	CEILING	ENCL	ENCLOSURE	HDCP	HANDICAP	MECH	Mechanical	RA	RETURN AIR	STD	STANDARD	WR	WATER REPELLANT
CTR	CENTER	EQ	EQUAL	MTL/S	HARDWARE	MISC	METALS	REV	REVISION, REVISED	STL	STEEL	WS	WEATHER STRIP
C/L	CENTER LINE	EQUIP	EQUIPMENT	HDWD	HARDWOOD	MTP	METAL TOILET PARTITION	RH	RIGHT HAND	SD	STORM DRAIN	WGT	WEIGHT
CT	CERAMIC TILE	EO	EQUIPMENT BY OWNER	HTR	HEATER	MIN	MINIMUM	RW	RIGHT OF WAY	SGT	STRUCTURAL GLAZED TILE	WWF	WELDED WIRE FABRIC
CMU	CONCRETE MASONRY UNIT	EXF	EXHAUST FAN	HTG	HEATING	MISC	MISCELLANEOUS	R	RISER	STRUCTL	STRUCTURAL	WGL	WIRE GLASS
CLR	CLEAR	EXIST	EXISTING	HVAC	HEATING, VENTILATION AIR CONDITIONING	MOD	MODULAR	RD	ROOF DRAIN	SUSP	SUSPENDED	W/O	WITHOUT
COL	COLUMN	EXP	EXPANSION			MHP	MOP HOPPER	RM	ROOM	SW	SWITCH	WD	WOOD
												YD	YARD

ARCHITECT'S CERTIFICATION

THE ARCHITECT CERTIFIES TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE "FLORIDA BUILDING CODE".

BUILDING NOTES DURING CONSTRUCTION:
CONTRACTOR SHALL FOLLOW THE FLORIDA BUILDING CODE. THEY SHALL COMPLY WITH CHAPTER 33 "SAFEGUARDS DURING CONSTRUCTION" OF FLORIDA BUILDING CODE. THIS SECTION COVERS SAFETY DURING CONSTRUCTION AND THE PROTECTION OF ADJACENT PUBLIC AND PRIVATE PROPERTIES. THE ARCHITECT IS NOT RESPONSIBLE FOR ENFORCING THIS ON THE CONTRACTOR.

Bid Set



Stamp:

Client:
City of Fernandina Beach



204 Ash Street
Fernandina Beach, Florida
32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL (904) 757-6106
Project Manager: Chris Nardone, AIA
Project Architect: Justin Vollenweider, AIA
Designer:

No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145, SECTION 7209 AND ARTICLE 147 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED. ©

SYMBOLS & DETAILS

Former FBO Office
Demolition and
Hangar Rehabilitation

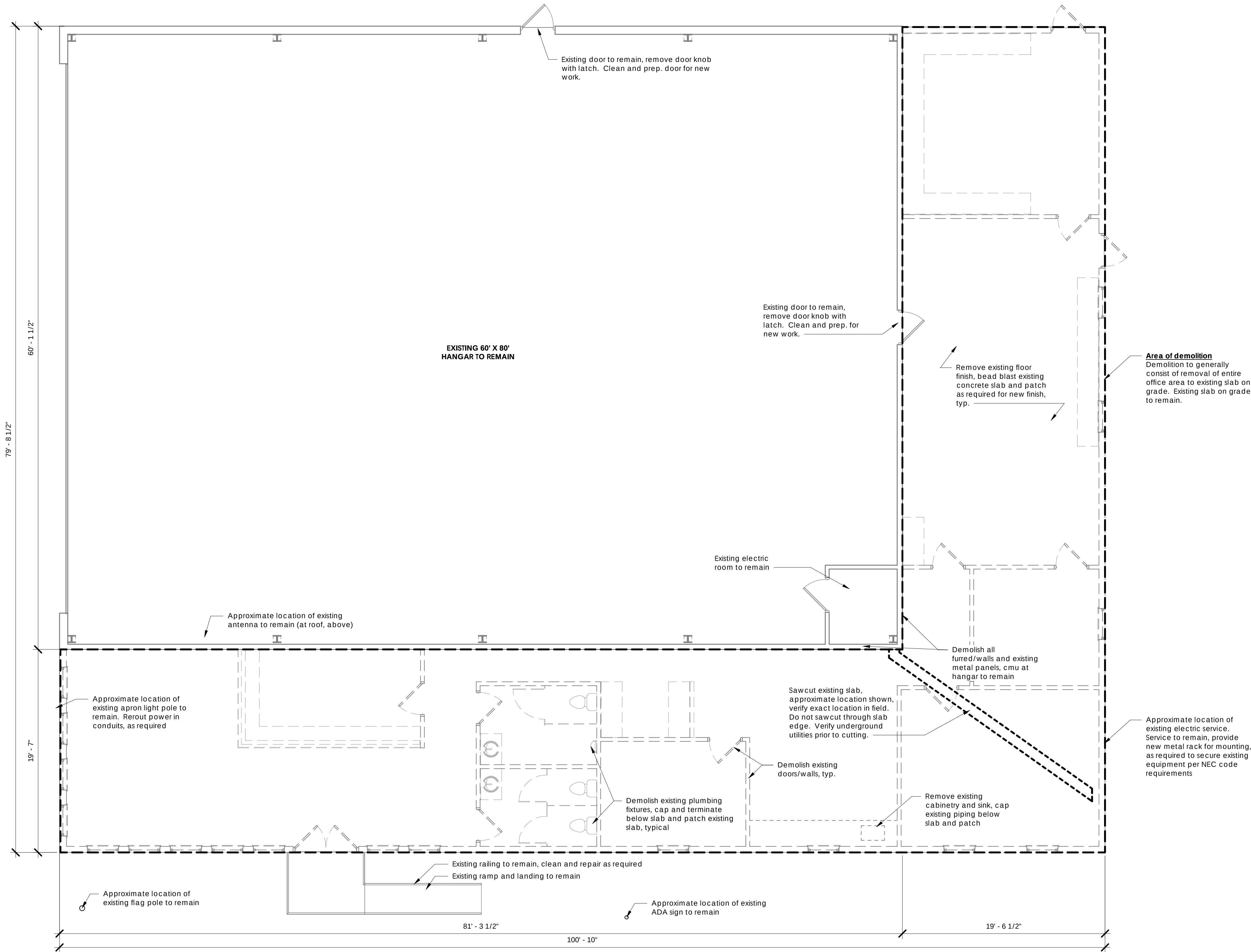
650 Airport Rd.

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:
99000047.0082

Drawing No.:
A-001

Date:
MARCH 11, 2019



GENERAL DEMOLITION NOTES:

The existing condition / demolition drawings are intended as a general guide to the demolition required for this project. Demolition is not shown in complete detail and it shall be the responsibility of the contractor to remove existing construction as required to accomplish the design intent for the work shown and reasonably implied for the project. Refer to the work shown on all other drawings in the set for the extent of the demolition required to perform the work intent.

BASIC PROJECT SCOPE:

Project generally consists of removal of existing FBO/office attached to hangar. Existing hangar is to remain and structural modifications to existing hangar are not anticipated.

GENERAL CONDITIONS:

1. Visit the job site to verify existing conditions and dimensions prior to beginning any work. Notify the architect of any discrepancies prior to beginning the work.
2. Protect all finishes and construction scheduled to remain.
3. Typical:
 - Items found within walls and ceilings that run through the space feeding and/or connecting an adjacent area are required to remain unless otherwise noted.
 - For questionable items including, but not limited to found/unknown conditions and items not shown/listed in the contract documents shall be coordinated with the architect before removing.
 - Relocate any existing j-boxes, switches, etc. as required to accommodate new construction.
 - Remove all abandoned conduit, ductwork, hangars, ceiling tiles, grid, framing, piping, etc. throughout work area.
 - Remove all partitions, glazing, frames, roof, plumbing fixtures, etc. as shown dotted on plans.
 - Remove all floor finishes and base to expose concrete slab.
 - Remove all electrical, lighting, exit lighting, associated components, wiring and conduit above floor slab.
 - Removal of all mechanical, electrical and plumbing fixtures and equipment as indicated.

Existing/Demolition Legend:

- - - - Demolish wall
- Existing wall to remain
- - - - Demolish door, frame, and hardware
- Existing door/frame to remain

1 DEMOLITION FLOOR PLAN

0' 2' 4' 8' 16'
3/16" = 1'-0"



Bid Set



PASSERO ASSOCIATES
engineering architecture

Stamp:

Client:
City of Fernandina Beach



204 Ash Street
Fernandina Beach, Florida
32034

Passero Associates

4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL

Project Manager Chris Nardone, AIA
Project Architect Justin Vollenweider, AIA
Designer

No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145, SECTION 7209 AND ARTICLE 147 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED. ©

FLOOR DEMOLITION PLAN

**Former FBO Office
Demolition and
Hangar Rehabilitation**

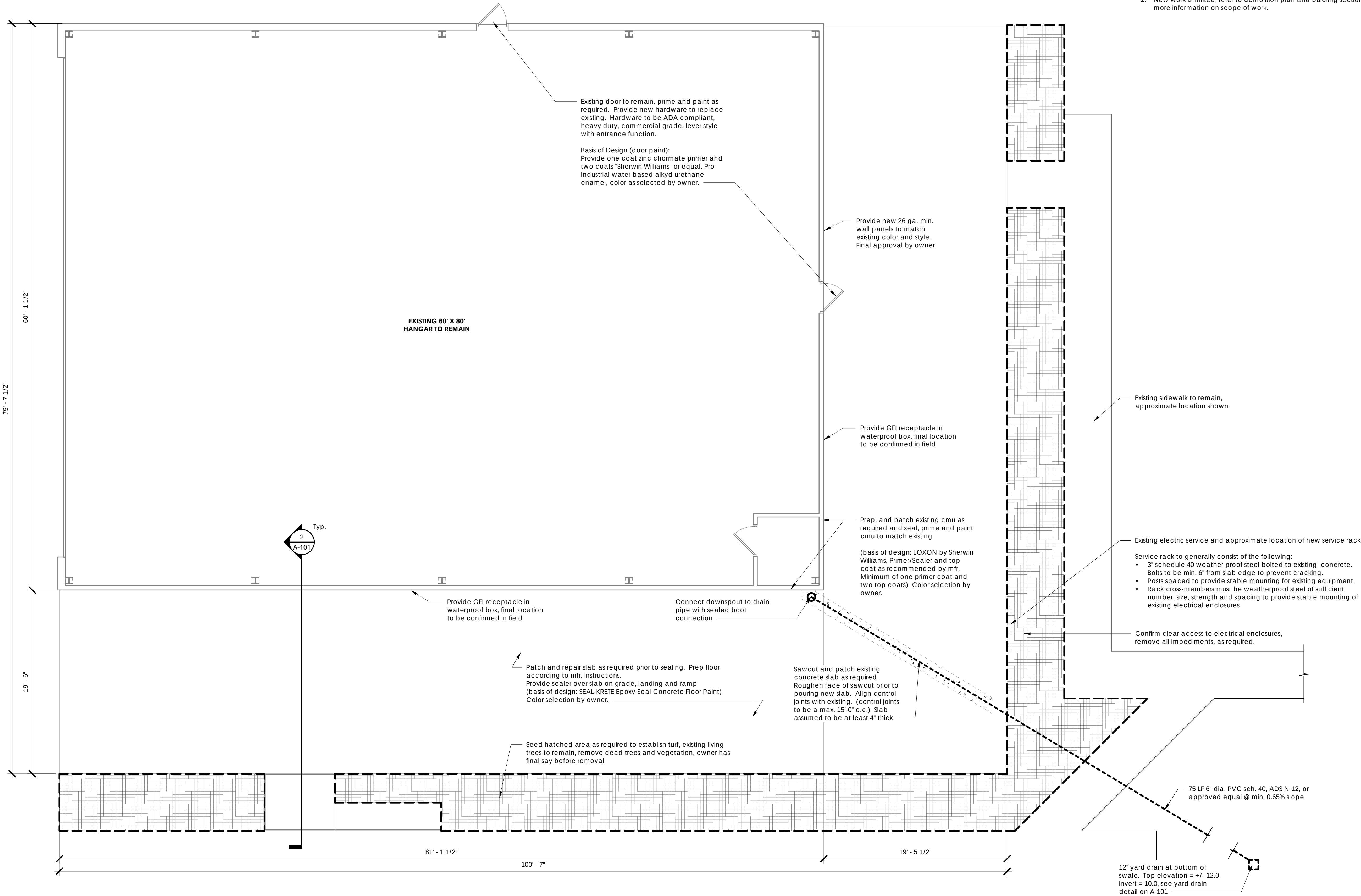
650 Airport Rd.

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:
99000047.0082

Drawing No.:
A-002

Date:
MARCH 11, 2019



- FLOOR PLAN GENERAL NOTES:**
1. Verify dimensions in field.
 2. New work is limited, refer to demolition plan and building section for more information on scope of work.

Stamp:

Client:
City of Fernandina Beach



204 Ash Street
Fernandina Beach, Florida
32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL (904) 757-6106

Project Manager: Chris Nardone, AIA
Project Architect: Justin Vollenweider, AIA
Designer:

No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145, SECTION 7209 AND ARTICLE 147 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED. ©

FLOOR PLAN
Former FBO Office
Demolition and
Hangar Rehabilitation

650 Airport Rd.
Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:
99000047.0082

Drawing No.:
A-100

Date:
MARCH 11, 2019

Bid Set

Stamp:

Client:
City of Fernandina Beach



204 Ash Street
Fernandina Beach, Florida
32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL (904) 757-6106
Project Manager: Chris Nardone, AIA
Project Architect: Justin Vollenweider, AIA
Designer:

No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING
IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145
SECTION 7209 AND ARTICLE 147 SECTION 7307. THESE PLANS
ARE COPYRIGHT PROTECTED. ©

DETAILS

**Former FBO Office
Demolition and
Hangar Rehabilitation**

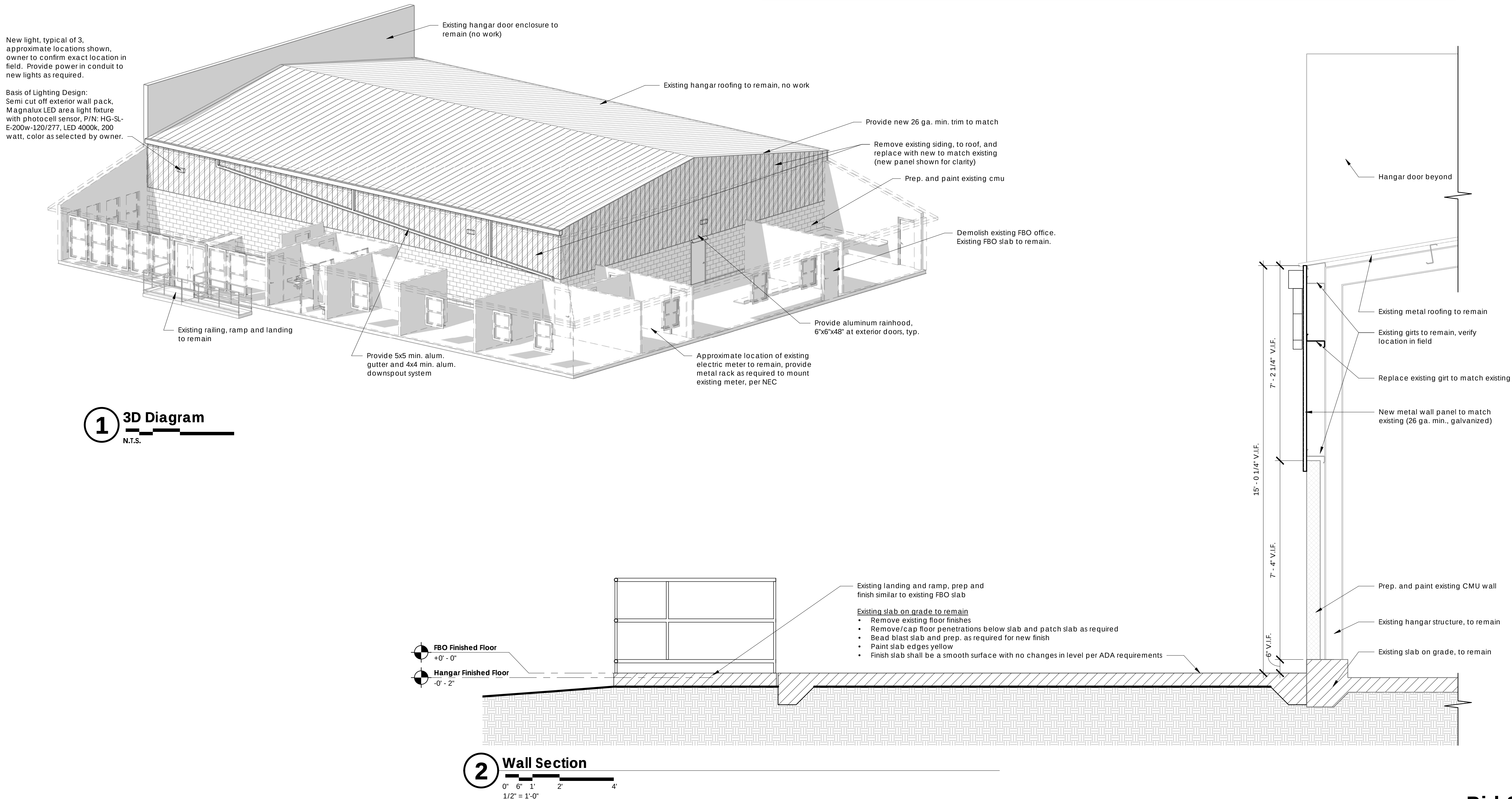
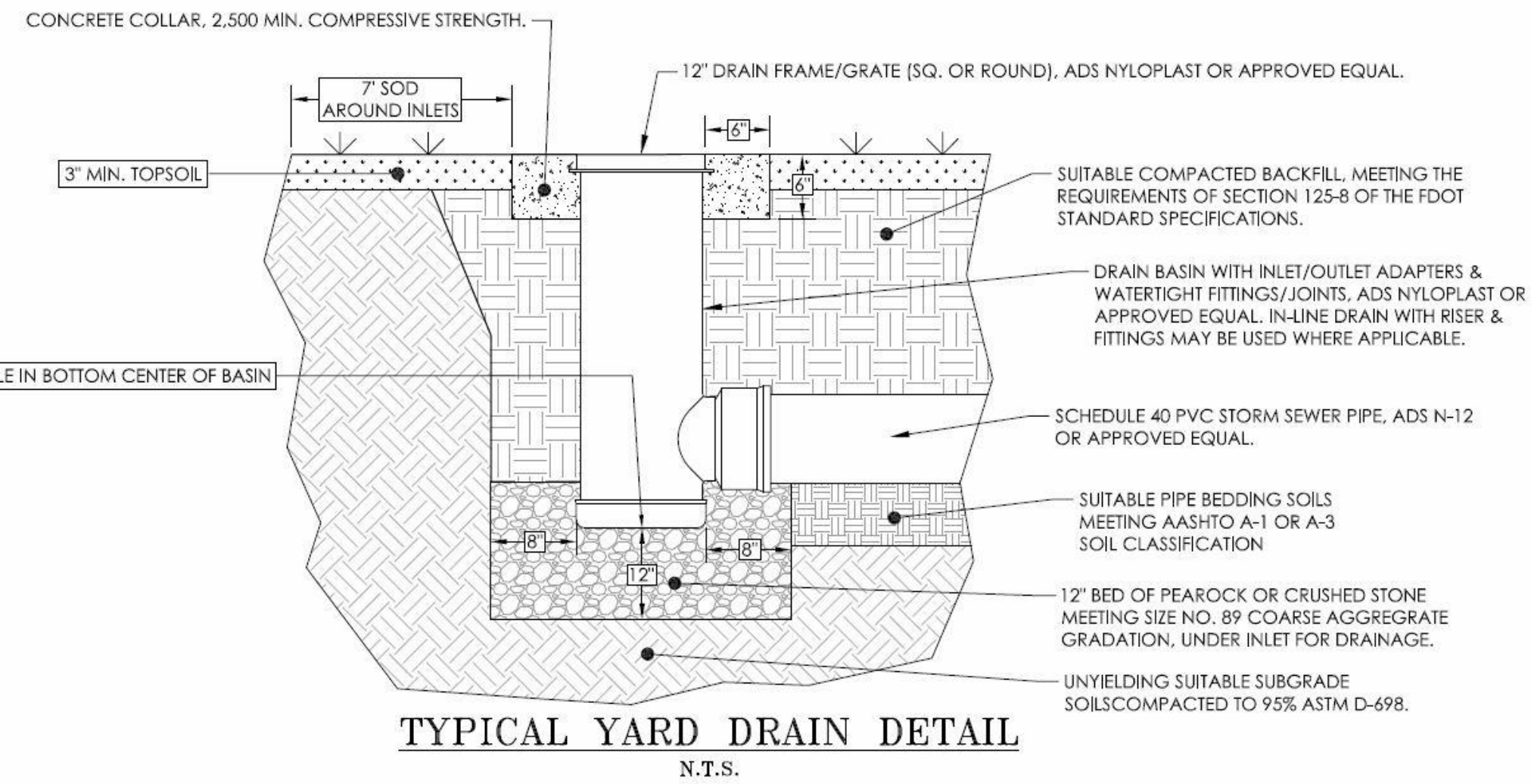
650 Airport Rd.

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:
99000047.0082

Drawing No.:
A-101

Date:
MARCH 11, 2019



Bid Set

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

- 1. Are there any technical specifications for this project?**

“All technical information is provided on drawings. No technical specifications are provided.”

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

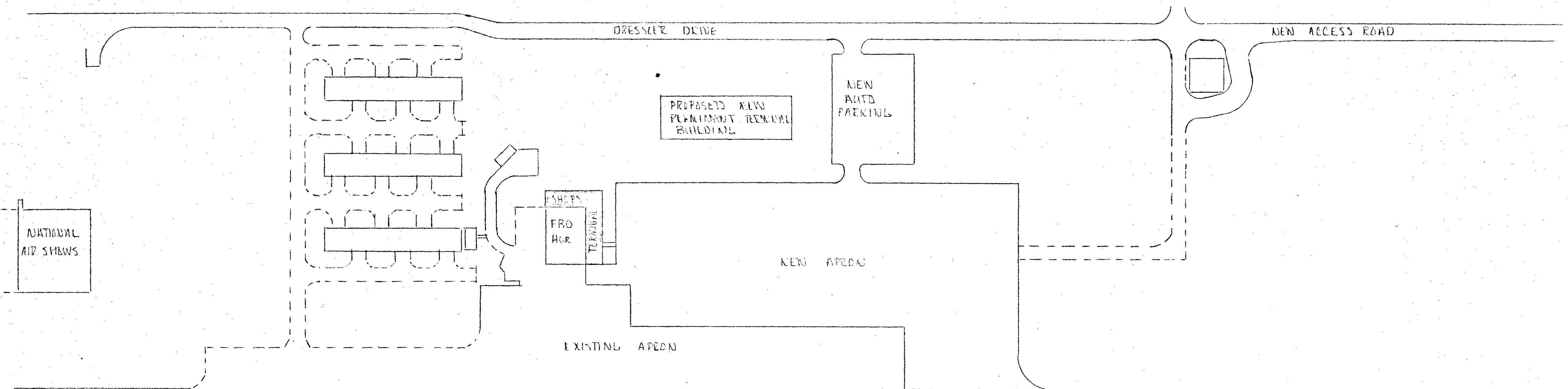
1. The **bid opening** date has been changed from 10:00am May 24, 2019 to **2:00pm June 7, 2019**.
2. An Addendum No 3 will follow to address questions from the pre-bid meeting.

CITY OF FERNANDINA BEACH ADDENDUM NO. 3
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. A site plan and original building plans are provided with this response. The City has no further documentation or building as-builts.
2. Yes, temporary fencing is required with the purpose of containing debris from leaving the construction area and entering the active aircraft parking and movement area to meet the requirements of Federal Aviation Administration Advisory Circular (AC) 150/5370-2G *"Operational Safety on Airports During Construction"* as referenced within the scope of work for this bid invitation.
3. The City's electrician has confirmed that the electrical service for the hangar and office space enters the power utility closet from beneath the concrete slab of the office space. Contractor shall ensure that electrical power supporting hangar and apron lighting including gates are maintained as required.
4. No as-builts are available for the facility and the contractor is required to verify existence and facility components requiring relocation during its visual inspection of the facility which can be done during the pre-bid meeting or through subsequent site visits, which could be scheduled through the City.
5. No perc test has been completed. Please provide as detailed on the plans as this will meet existing soil conditions.
6. Please see gutter and downspout clarification sheet included with this response.
7. No as-builts are available. The contractor is required to complete visual inspection of the facility to determine mechanical/plumbing demolition requirements under this project.
8. During the pre-bid meeting, a question was asked as to how far back debris fencing could be placed from the building. This fencing can be placed approximately 50' from the building as depicted on the site plan at Exhibit 1, however the exact location and layout of this fencing will be determined in coordination between the Contractor and City prior to construction activity on the airport.
9. Toxic black mold is present within the office space to be demolished, and precautions should be taken to ensure that proper protection and disposal methods are used.
10. As shown on Image 1, the existing electric panel for apron lighting (including the control box) should remain. Please provide metal rack as required to mount existing equipment accordingly per NEC.
11. Contractor shall contact and coordinate with AT&T the removal of the existing telephone terminal and boxes shown on Image 1.
12. The existing double hose bibs shown on Image 2 should remain. Please provide a metal rack as required to mount and support existing piping including insulating the existing piping accordingly. Provide on primer coat and two top coats for metal racks.
13. Provide electrical wiring and conduit from existing apron lighting shown in Image 3, located at the SE exterior wall of the office space, to the electrical panel.

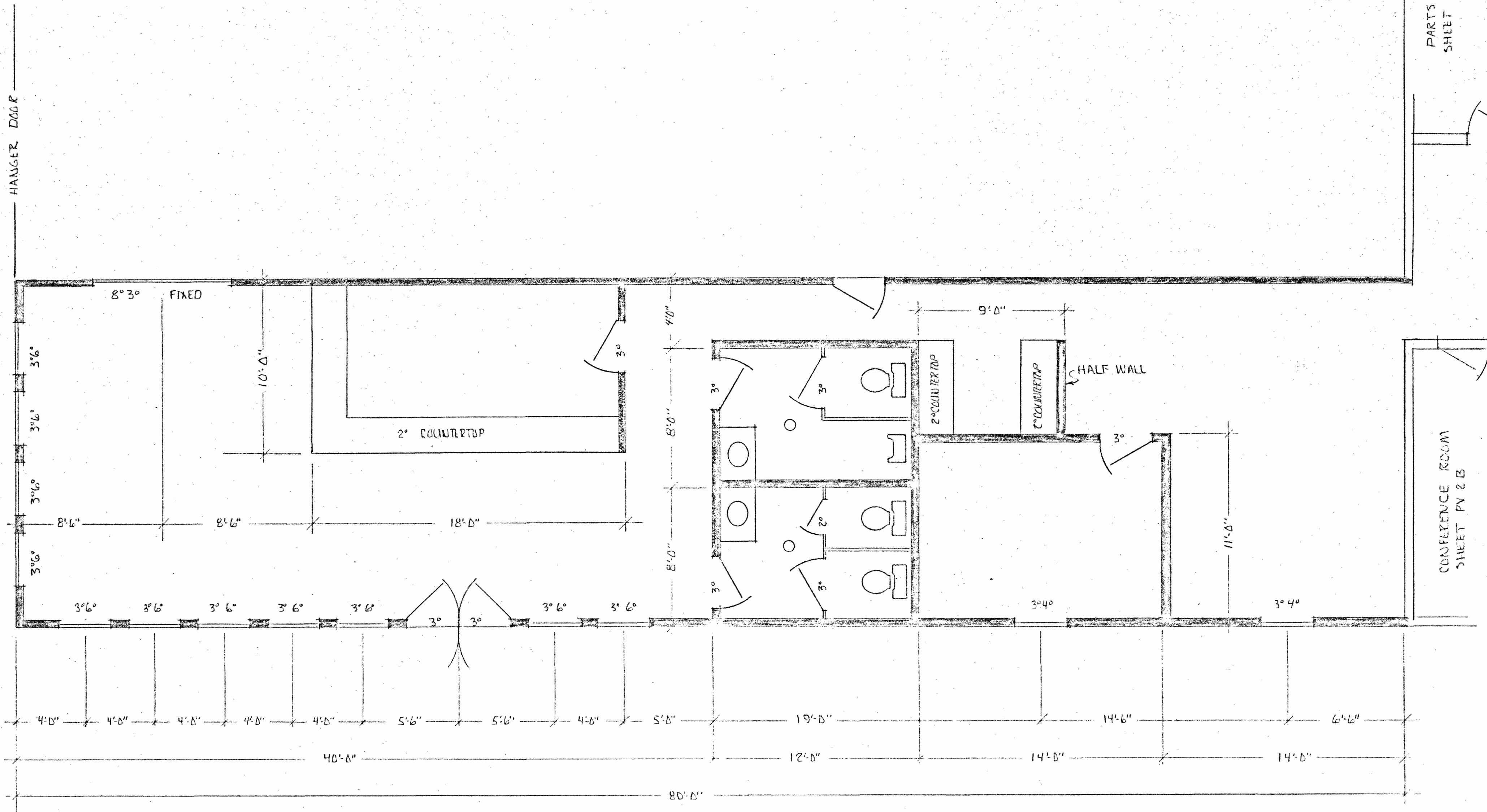
Exhibit 1 - Site Plan





Box N No. 4
 Title: AIRPORT - ISLAND AVIATION
 Date: 10-29-92 Tax Parcel ID#: _____
 Project/Resolution #: FBO HANGER/OFFICE/SHOPS
 Contractor/Engineer: WATKINS
 Other Info: _____

ISLAND AVIATION		
SCALE:	APPROVED BY:	DRAWN BY WATKINS
DATE: 10-29-92	REVISED	
FBO HANGER / OFFICE / SHOPS		
FBO / IMPROVEMENTS OVERVIEW		DRAWING NUMBER 0

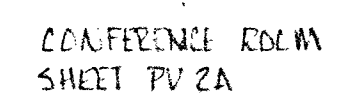


PARTS ROOM
SHEET PV 2B

CONFERENCE ROOM
SHEET PV 2B

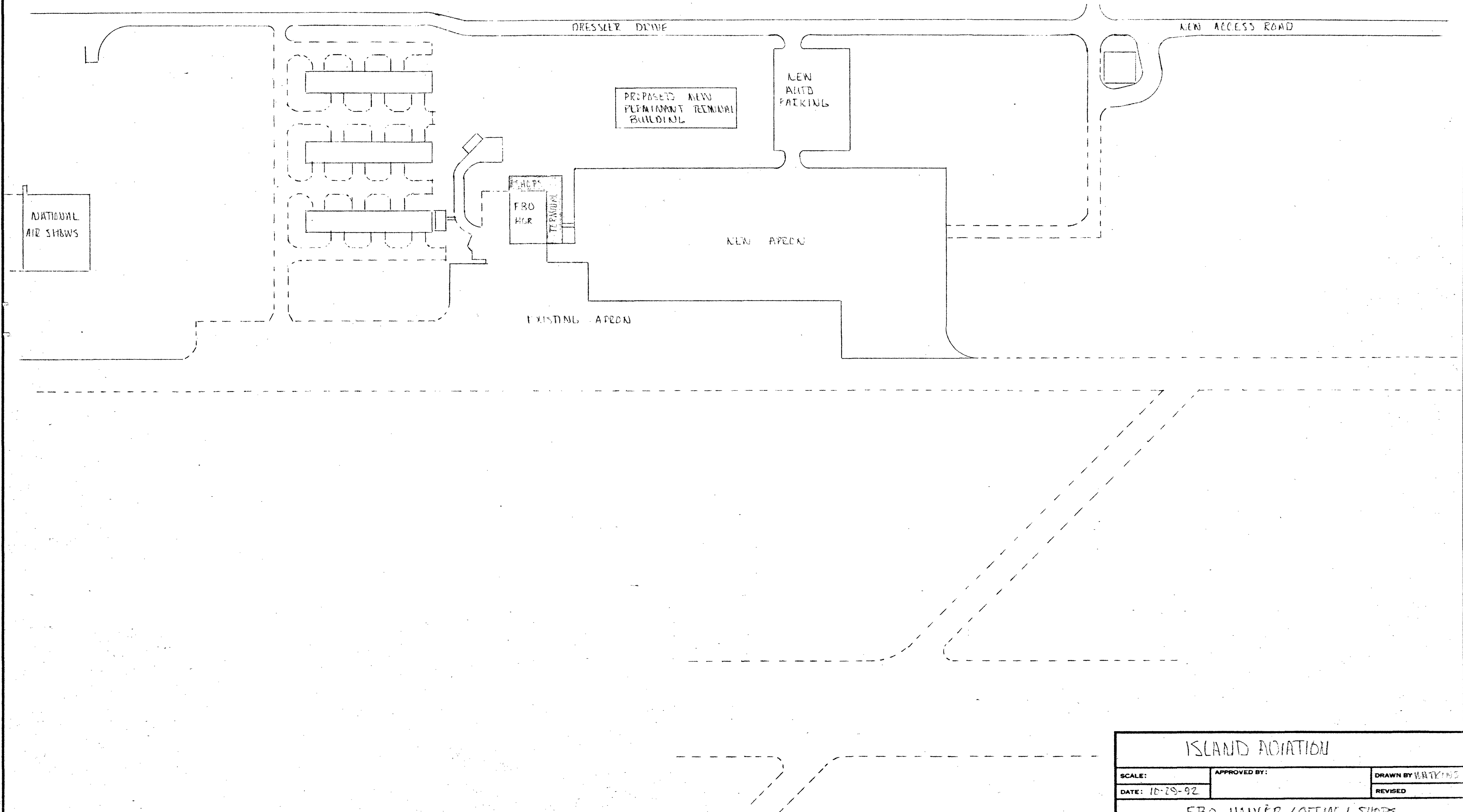
ISLAND AVIATION

SCALE: 1/4"	APPROVED BY:	DRAWN BY: W. K. J. S.
DATE: 10-27-92		REVISED
FBO TERMINAL FACILITIES		
PLAN VIEW		DRAWING NUMBER PV 2A

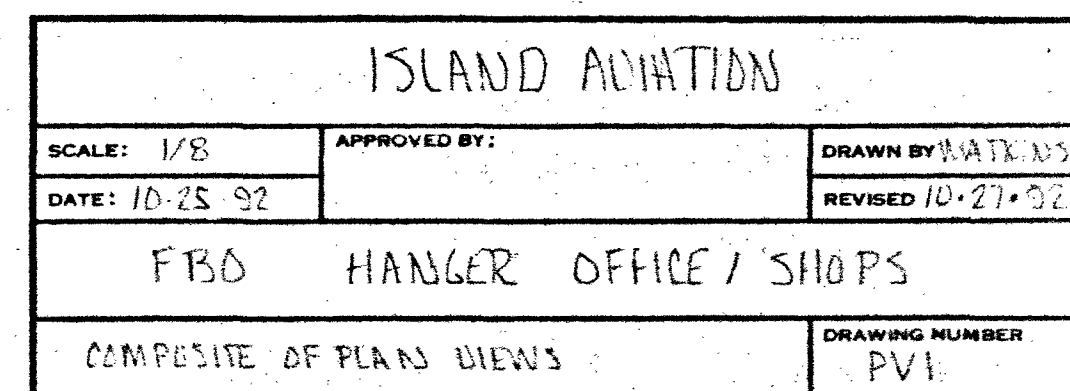


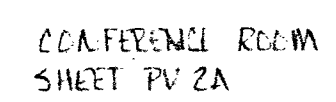
HANGER BAY

SCALE: 1/4	APPROVED BY:	DRAWN BY: HAYKAS
DATE: 10-27-97		REVISED
FBO SHOPS & OFFICE		
PLAN VIEW		DRAWING NUMBER PL 2B

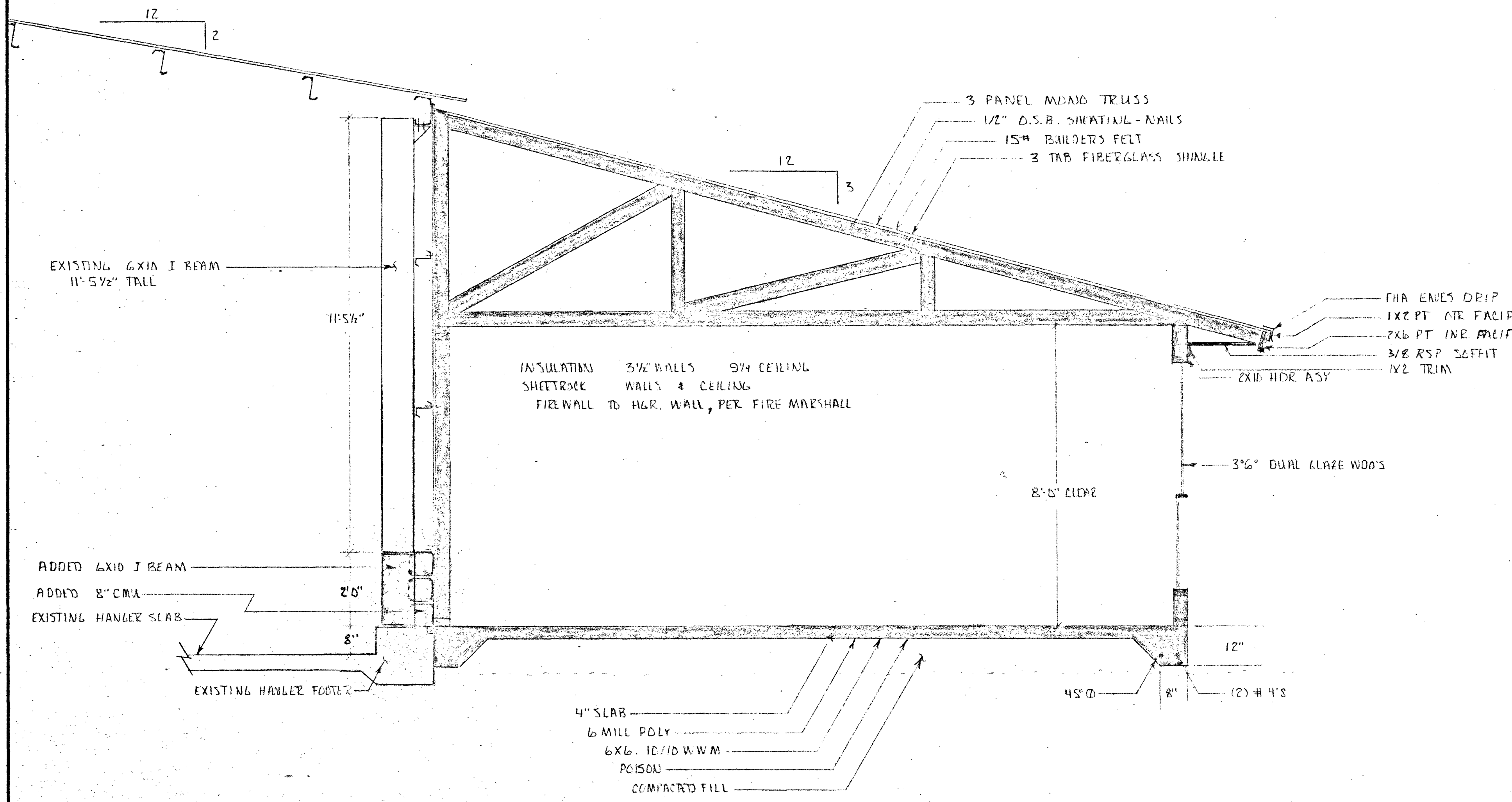


ISLAND AVIATION		
SCALE:	APPROVED BY:	DRAWN BY: WATKINS
DATE: 10-29-92		REVISED
FBO HANDLER / OFFICE / SHOPS		
FBO / IMPROVEMENTS OVERVIEW		DRAWING NUMBER 0



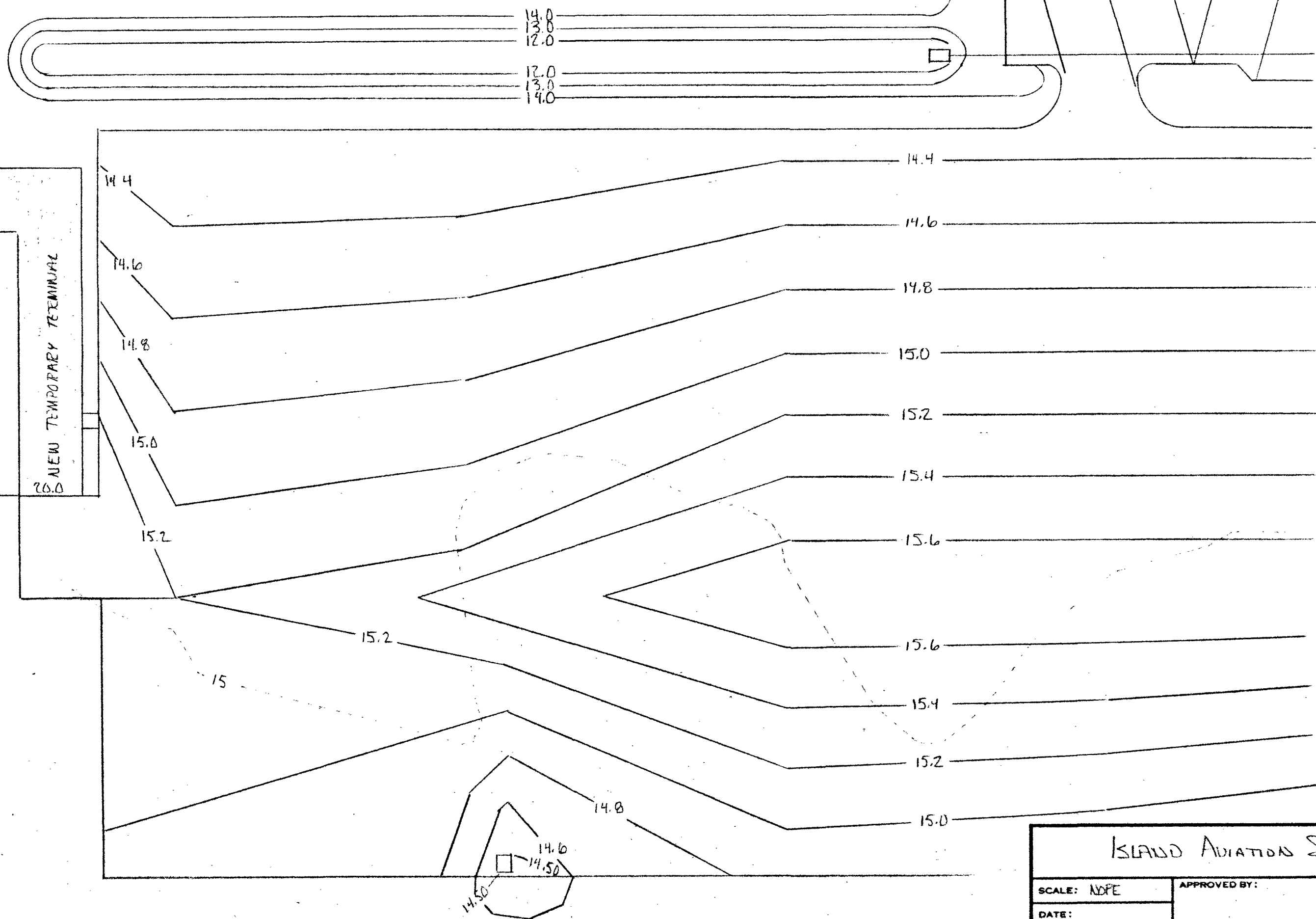
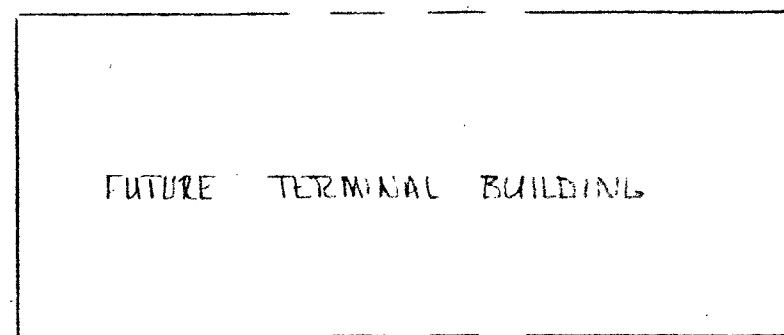
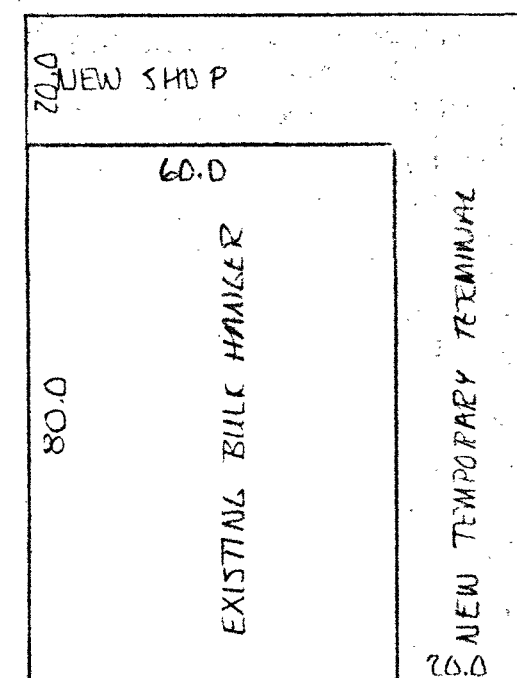


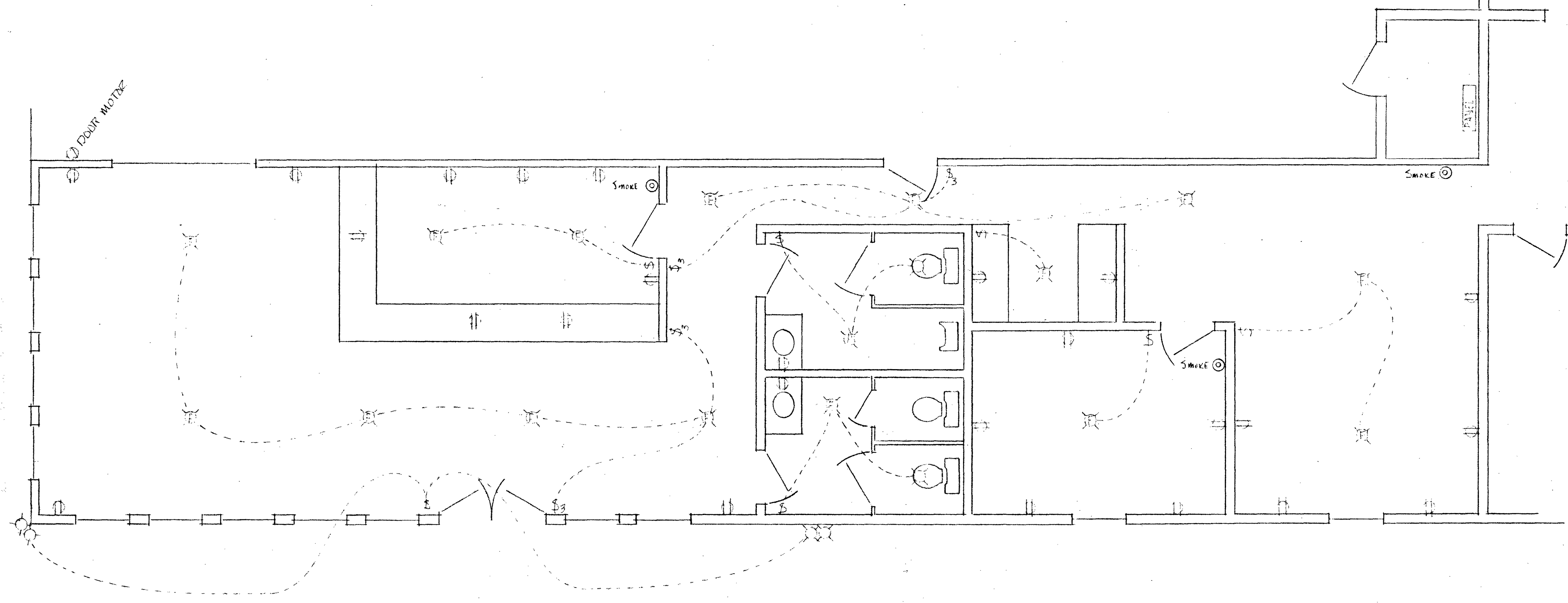
18 X 24 PRINTED ON NO. 1000H CLEARPRINT •



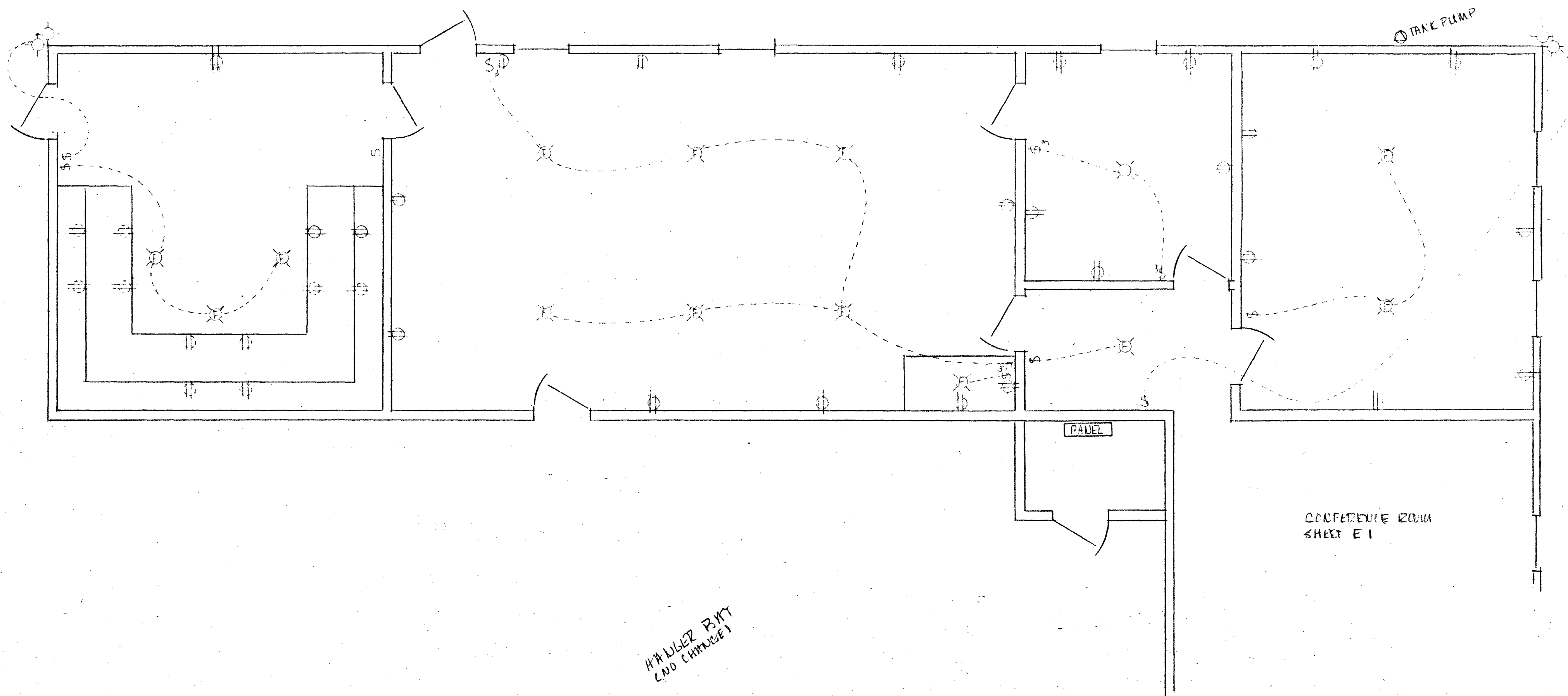
ISLAND AVIATION		
SCALE: 1/2"	APPROVED BY:	DRAWN BY WATKINS
DATE: 10-27-92		REVISED
FBO TERMINAL / SHOP FACILITIES		
TYPICAL SECTION THRU ADDITION		DRAWING NUMBER D 3

REFERENCE ONLY





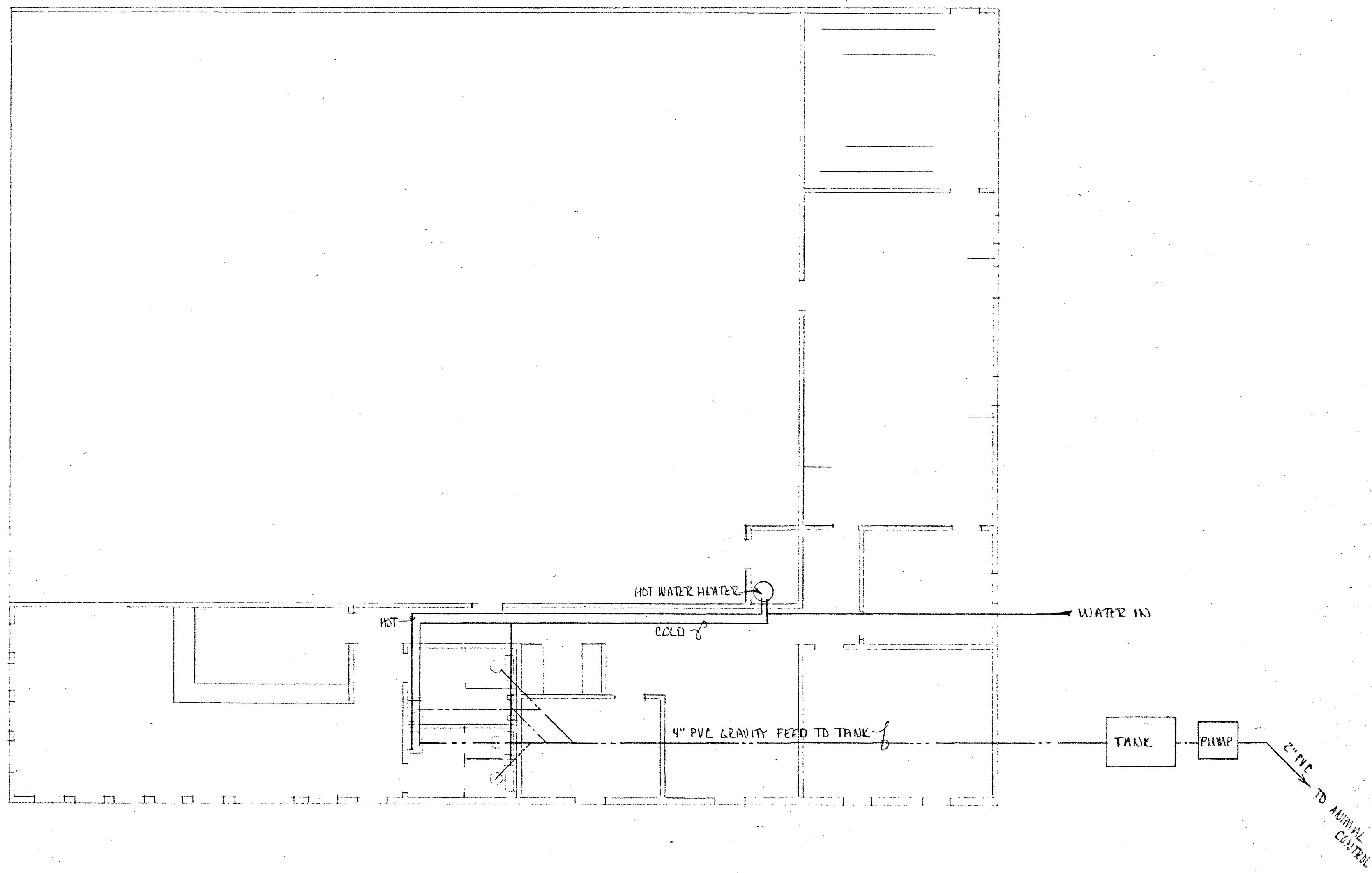
ISLAND AVIATION		
SCALE: 1/4"	APPROVED BY:	DRAWN BY: WATKINS
DATE: 12-18-92		REVISED
FBO TERMINAL FACILITIES		
ELECTRICAL		DRAWING NUMBER E 1



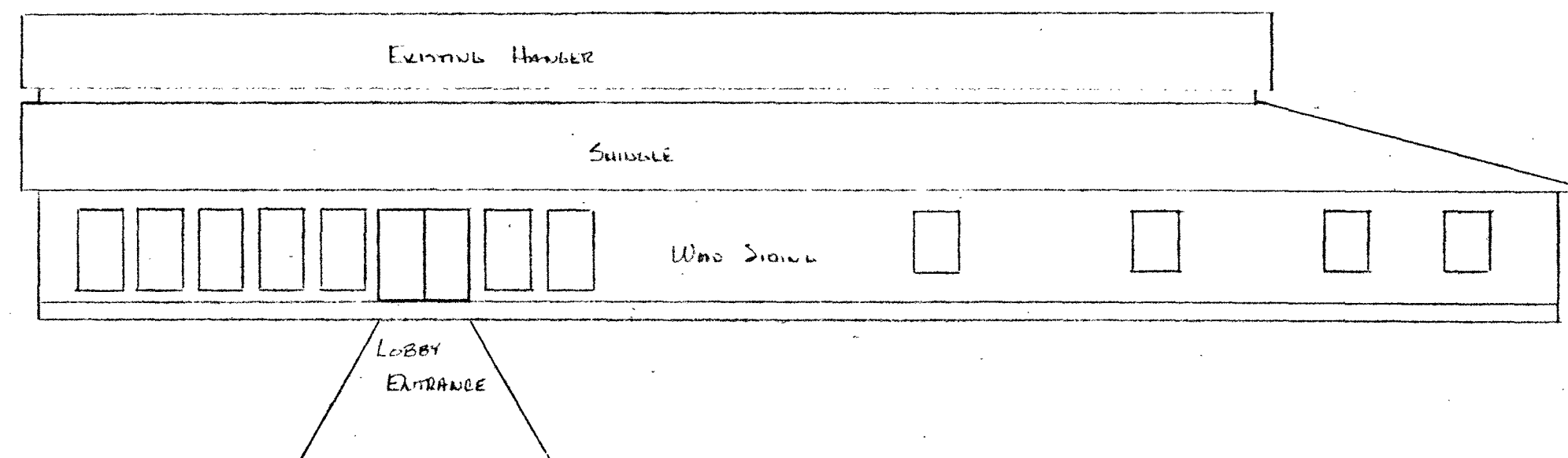
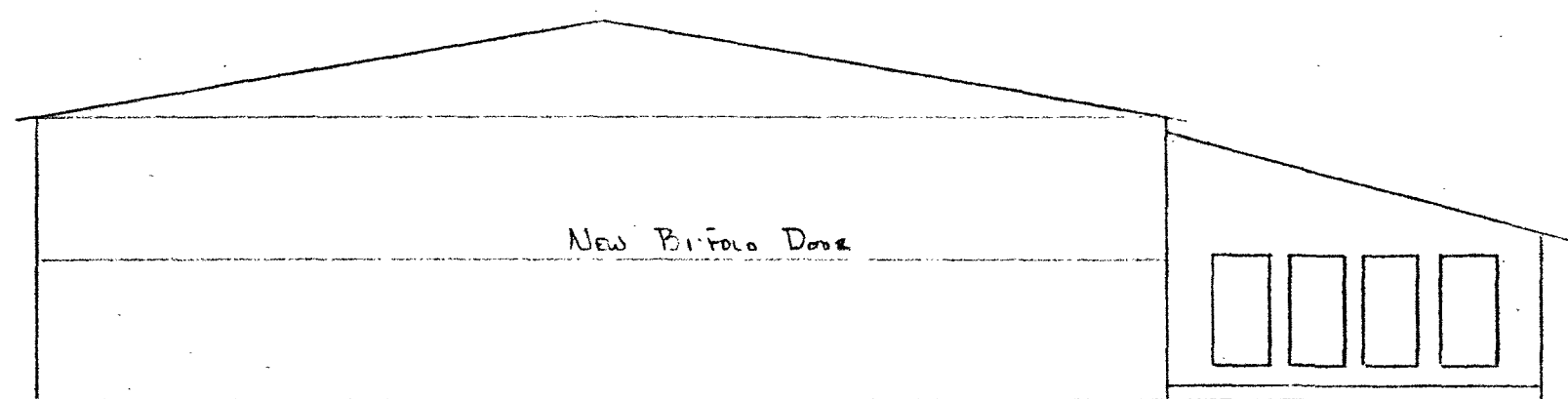
HAULER BAY
(NO CHANGE)

CONFERENCE ROOM
SHEET E 1

ISLAND AVIATION		
SCALE: 1/4"	APPROVED BY:	DRAWN BY: WATKINS
DATE: 12-18-92		REVISED:
FBD SHOPS & OFFICE		
ELECTRICAL		DRAWING NUMBER E 2

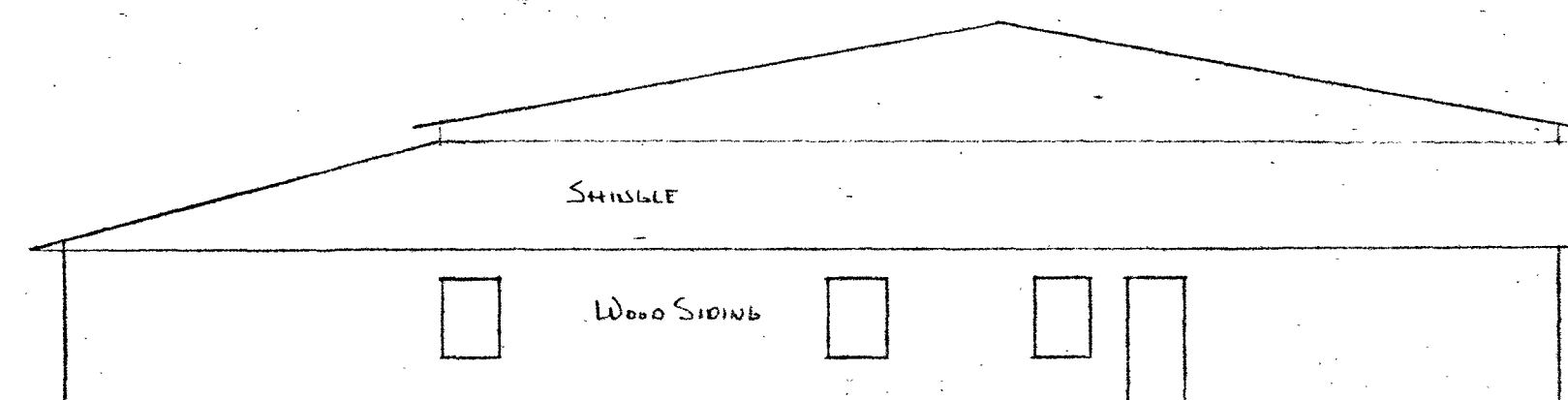
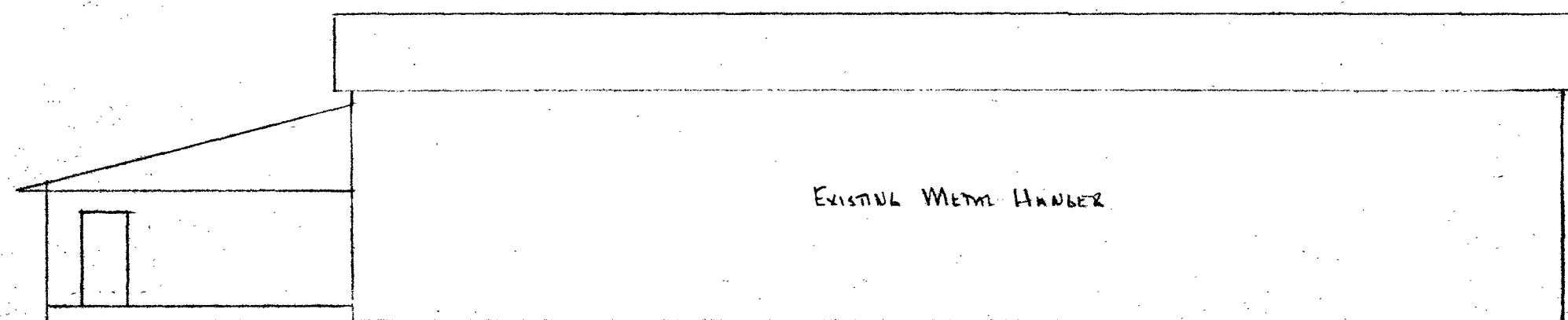


ISCANO AVIATION		
SCALE: 1/8"	APPROVED BY:	DRAWN BY: WATKINS
DATE: 12-18-92		REVISED
FBO HOUSE OFFICE STOPS		
PLUMBING		DRAWING NUMBER P1



SOUTH

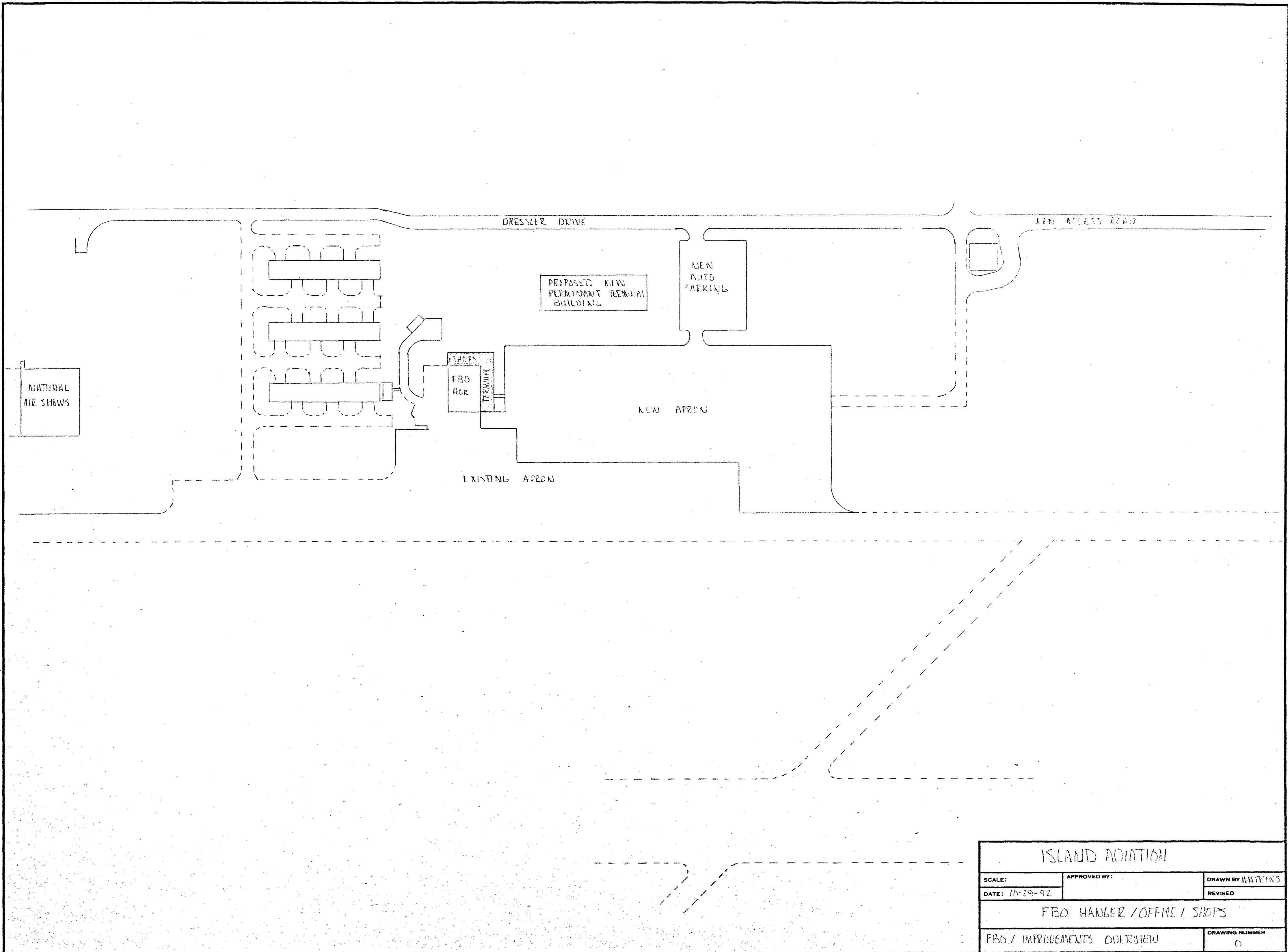
EAST



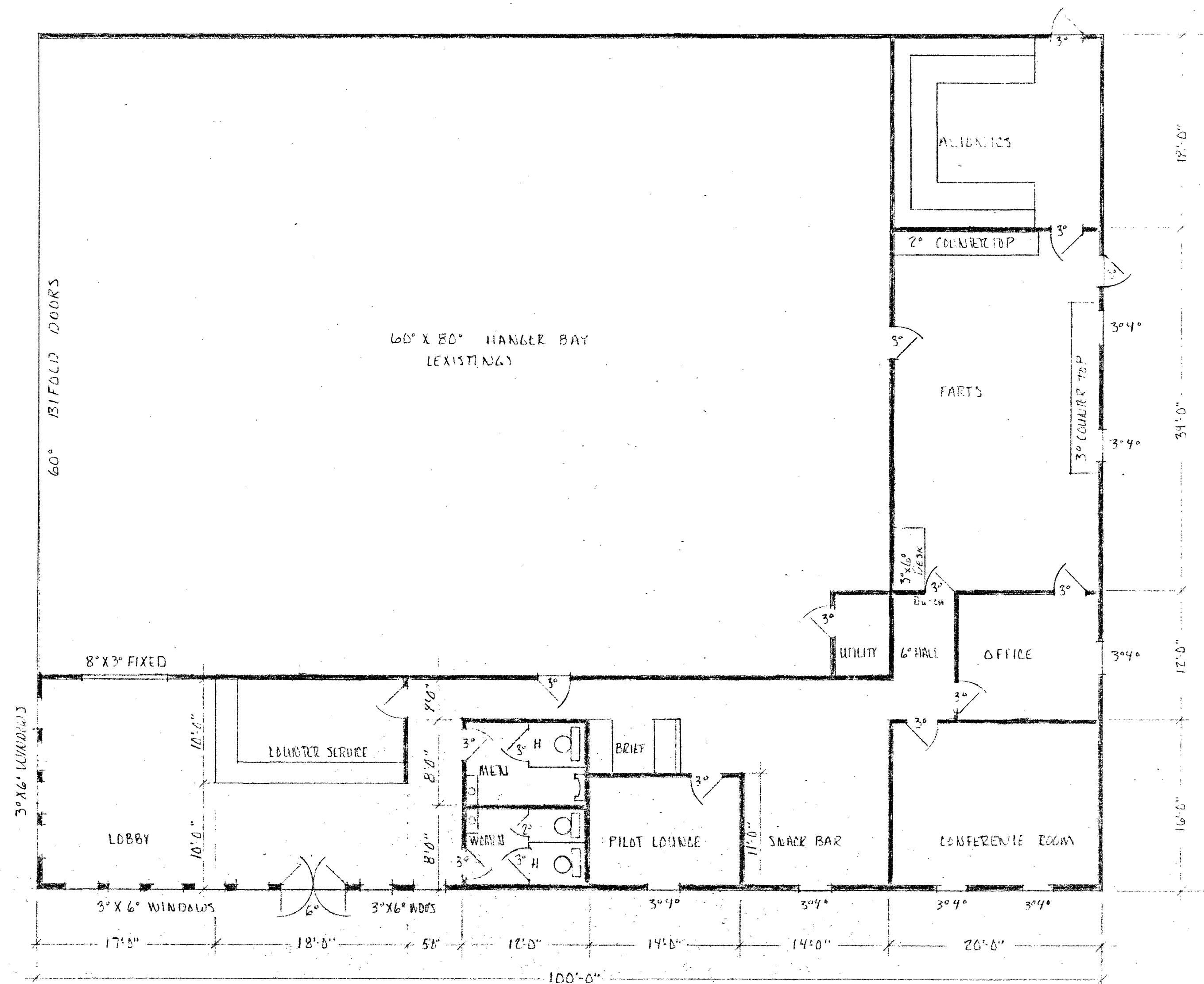
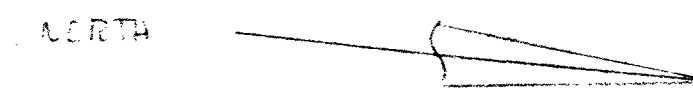
WEST

NORTH

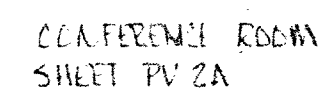
ISLAND AVIATION SERVICES		
SCALE: 1/8"	APPROVED BY:	DRAWN BY: WATKINS
DATE: 12-18-92		REVISED
FBO, TERMINAL & SHOPS		
ELEVATIONS		DRAWING NUMBER

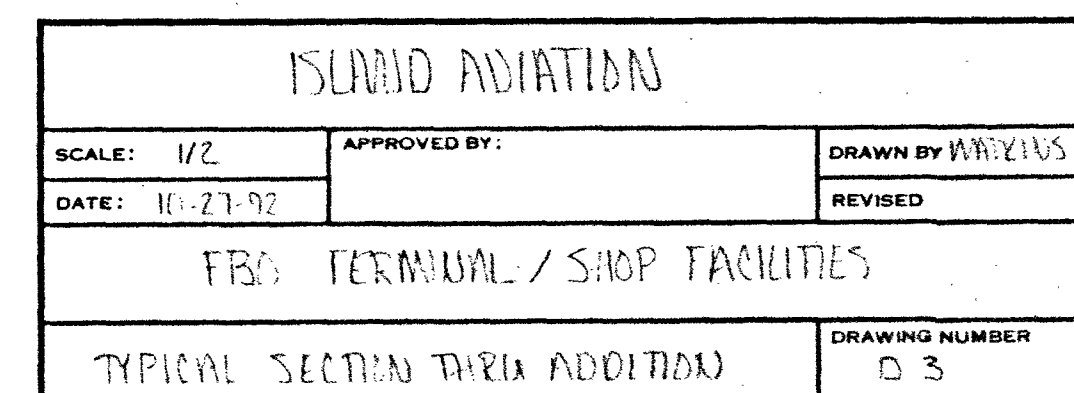


ISLAND ROTATION		
SCALE:	APPROVED BY:	DRAWN BY WATKINS
DATE: 10-29-92		REVISED
FBO HANGER / OFFICE / SHOPS		
FBO / IMPROVEMENTS OVERVIEW		DRAWING NUMBER 0

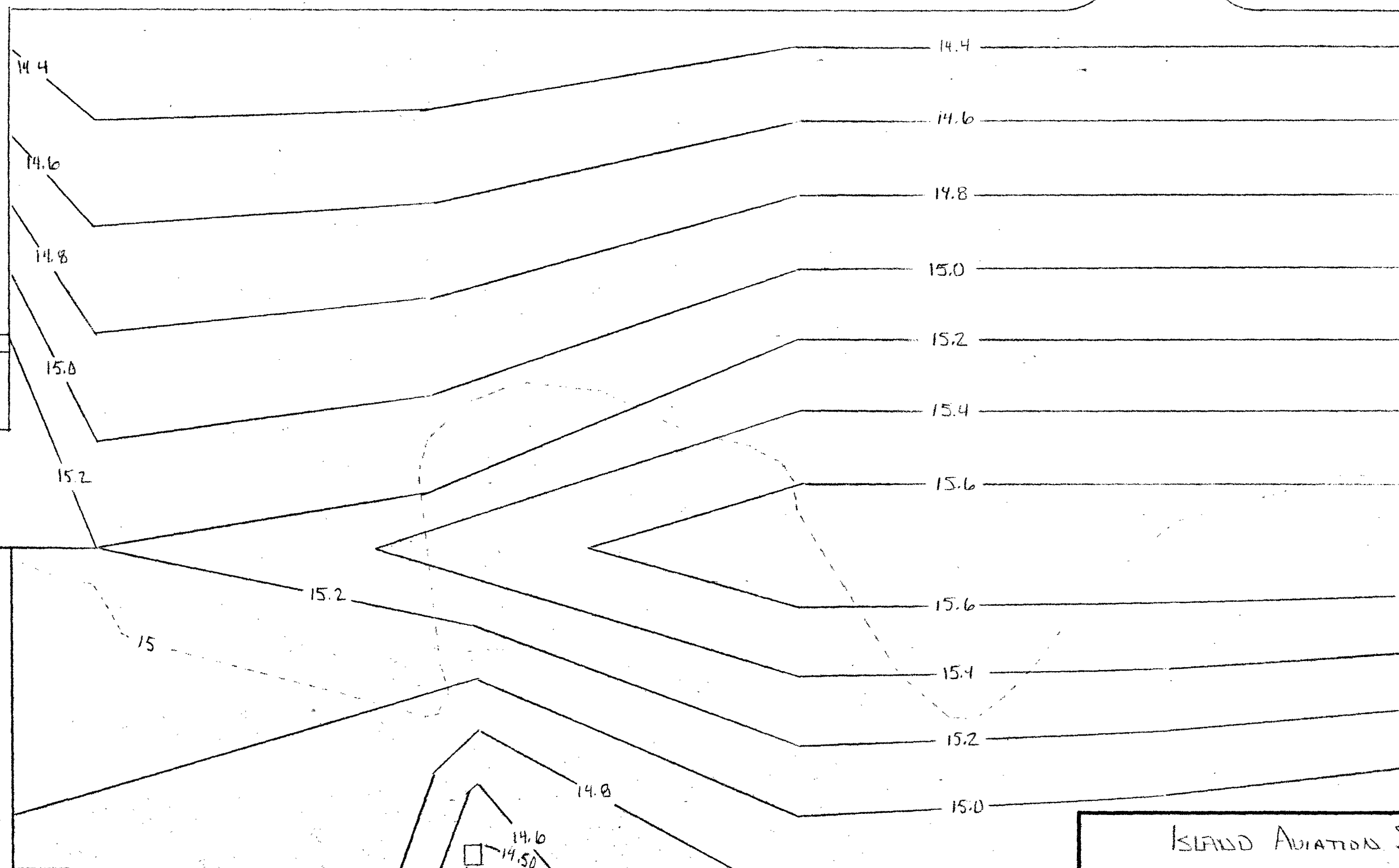
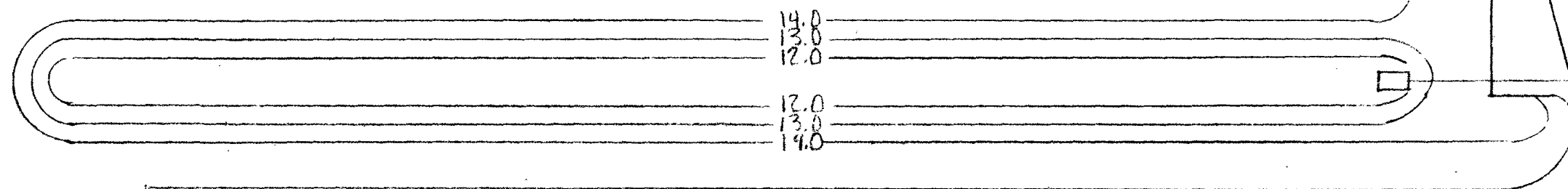
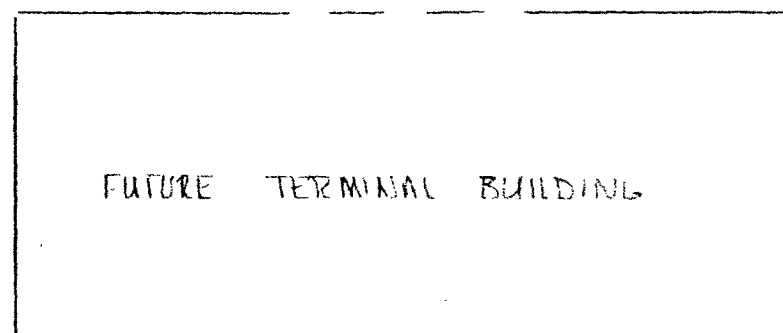
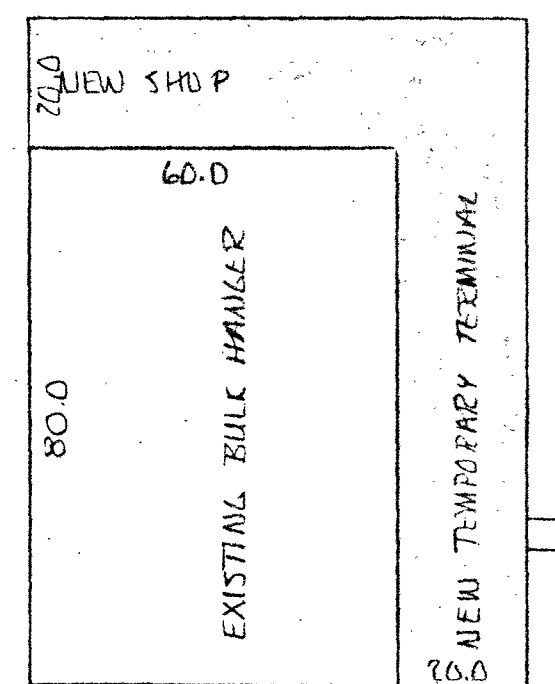


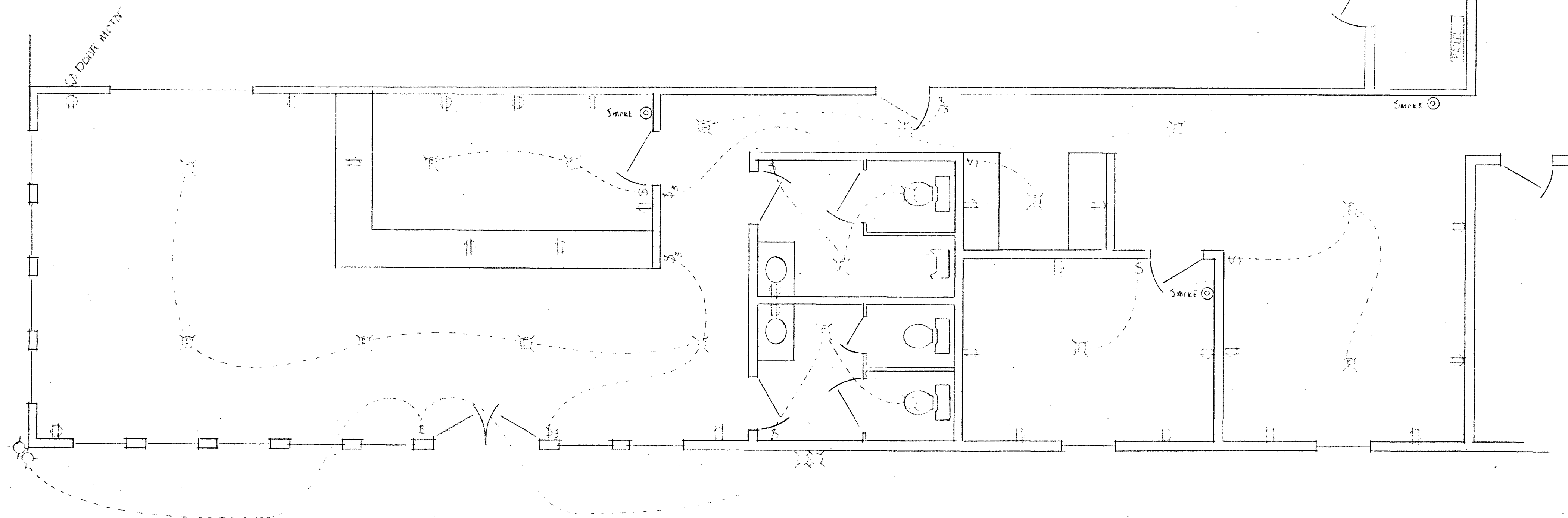
ISLAND ADIATION		
SCALE: 1/8"	APPROVED BY:	DRAWN BY: WATKINS
DATE: 10-25-92		REVISED: 10-27-92
F130 HANGER OFFICE / SHOPS		
COMPOSITE OF PLAN VIEWS		DRAWING NUMBER: PVI

18 X 24 PRINTED ON NO. 1000H CLEARPRINT •

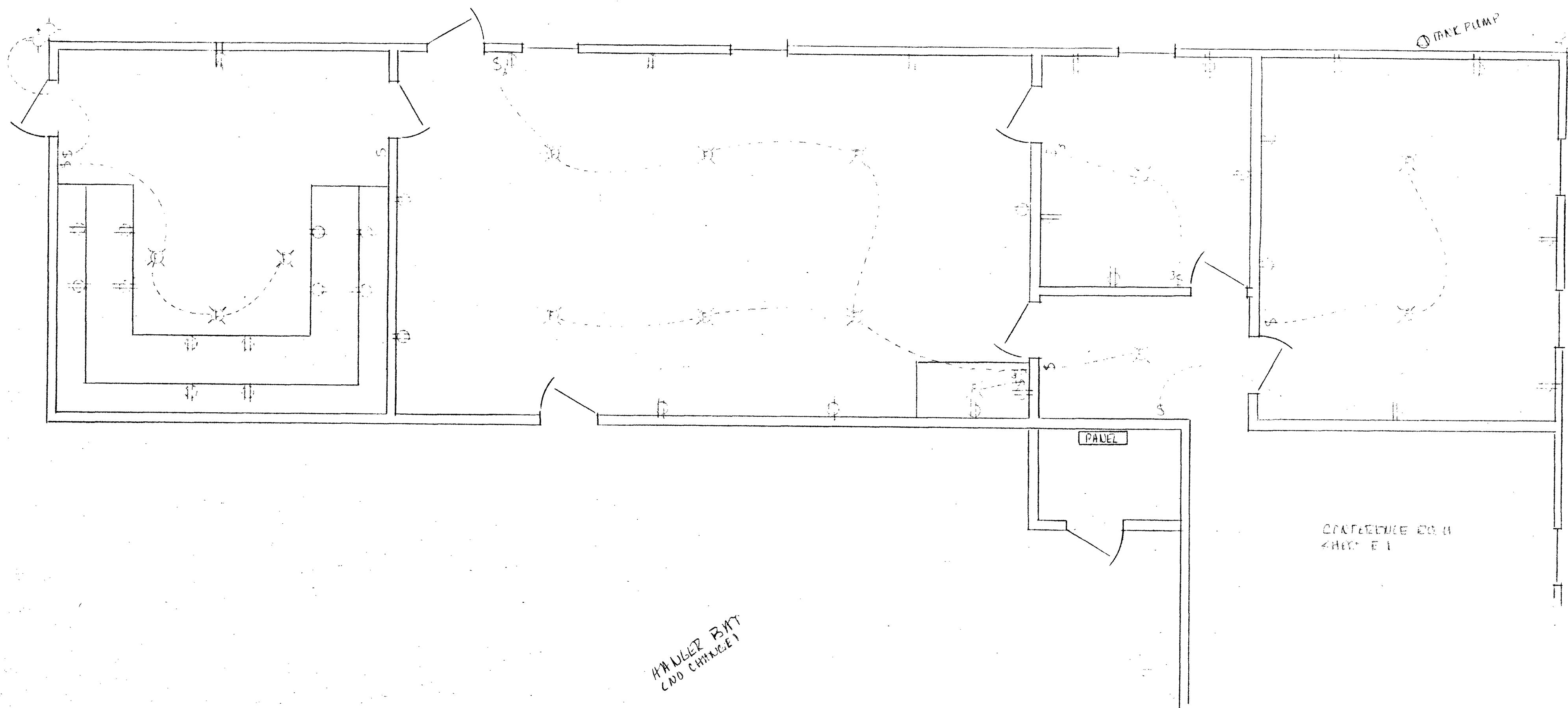


REFERENCE ONLY

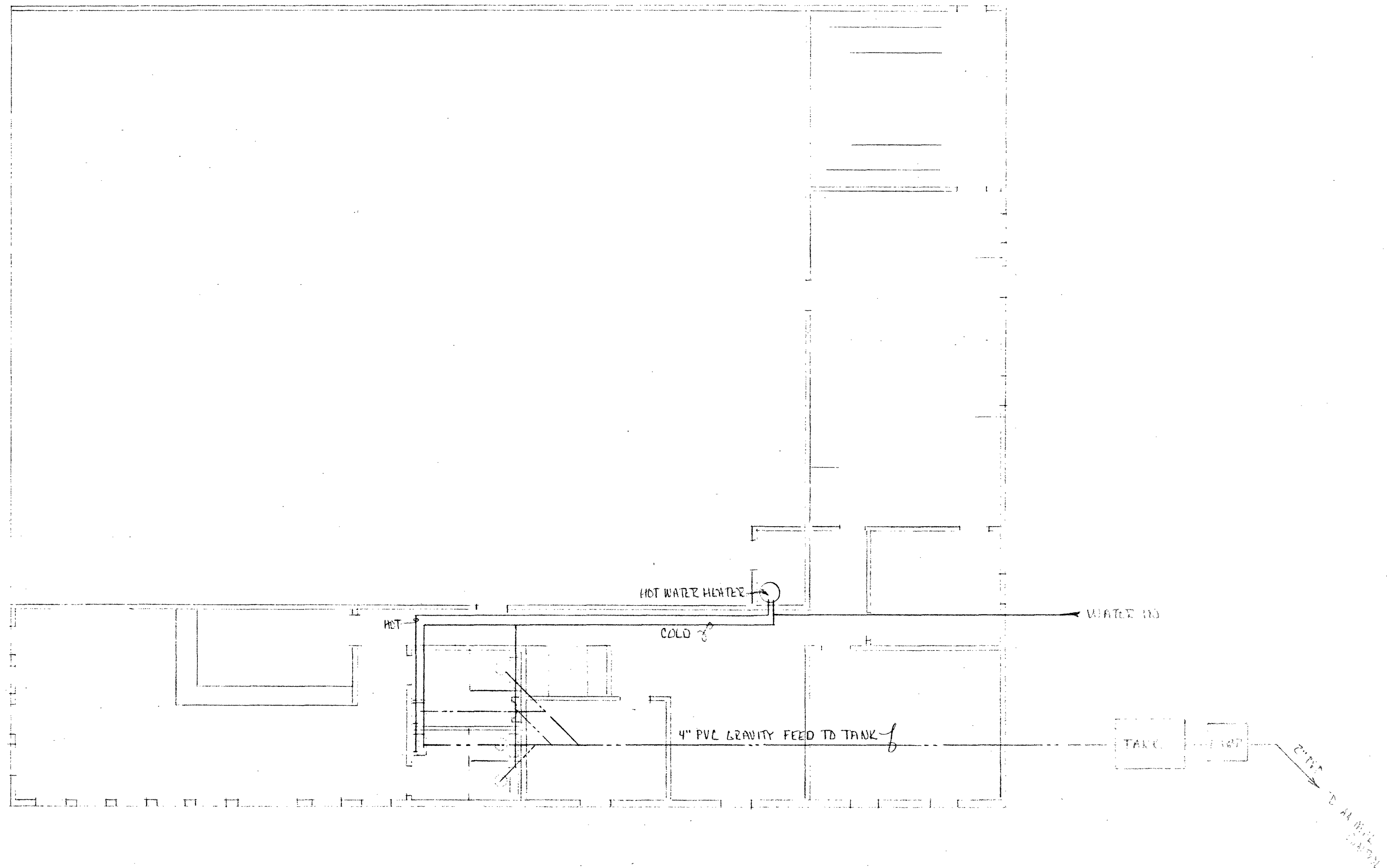




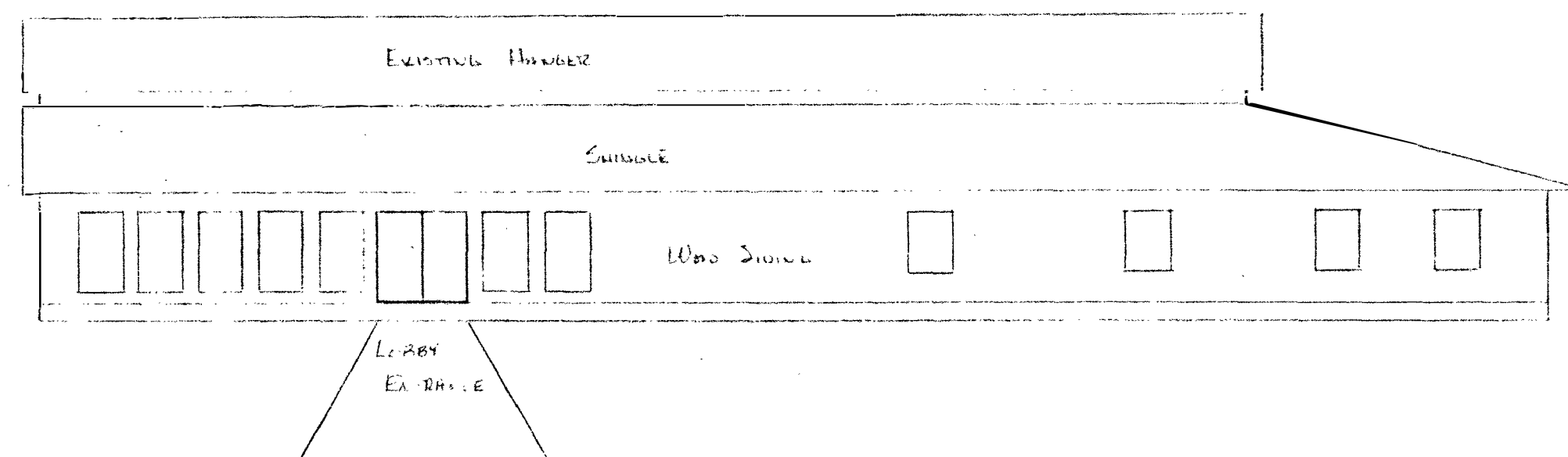
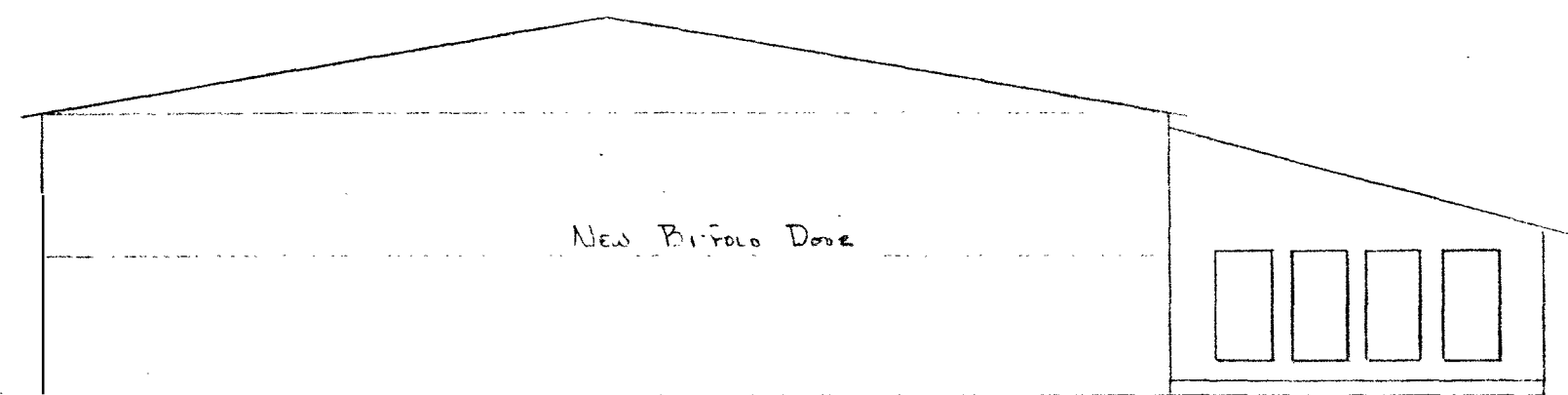
ISLAND AVIATION		
SCALE: 1/4"	APPROVED BY:	DRAWN BY: WATKINS
DATE: 12-18-82		REVISED
FED TERMINAL FACILITIES		
ELECTRICAL		DRAWING NUMBER E-1



ISLAND ADIATION		
SCALE: 1/4"	APPROVED BY:	DRAWN BY: J. J. J.
DATE: 12/18/71		REVISED
FED SHOPS & OFFICE		
ELECTRICAL		DRAWING NUMBER E 2

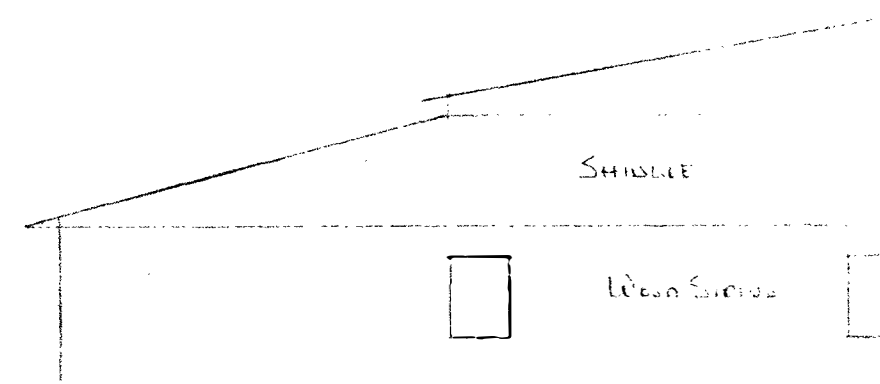
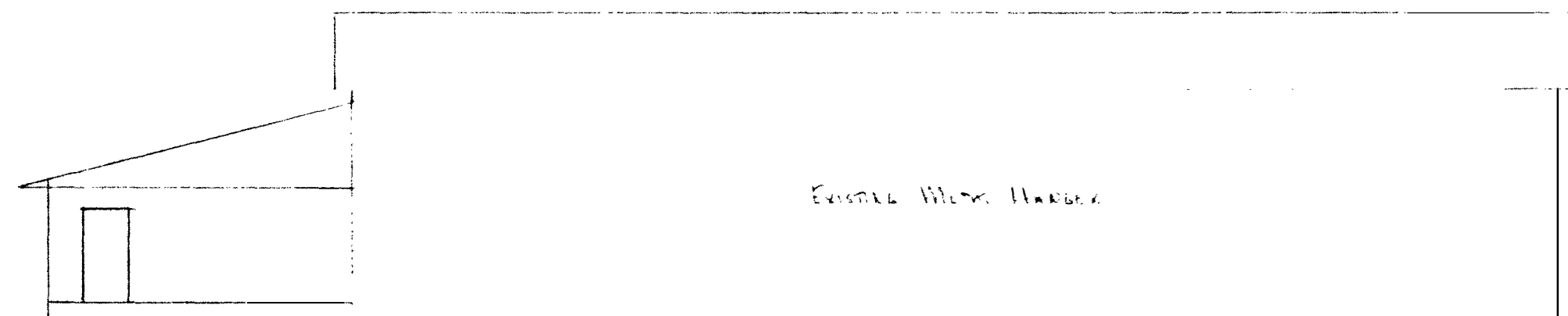


120000 120000		
SCALE: 1/8"	APPROVED BY:	DRAWN BY: WAF/KWD
DATE: 12-18-92	REVISED	
FBD 120000 120000		
120000		DRAWING NUMBER 1/1



SOUTH

EAST

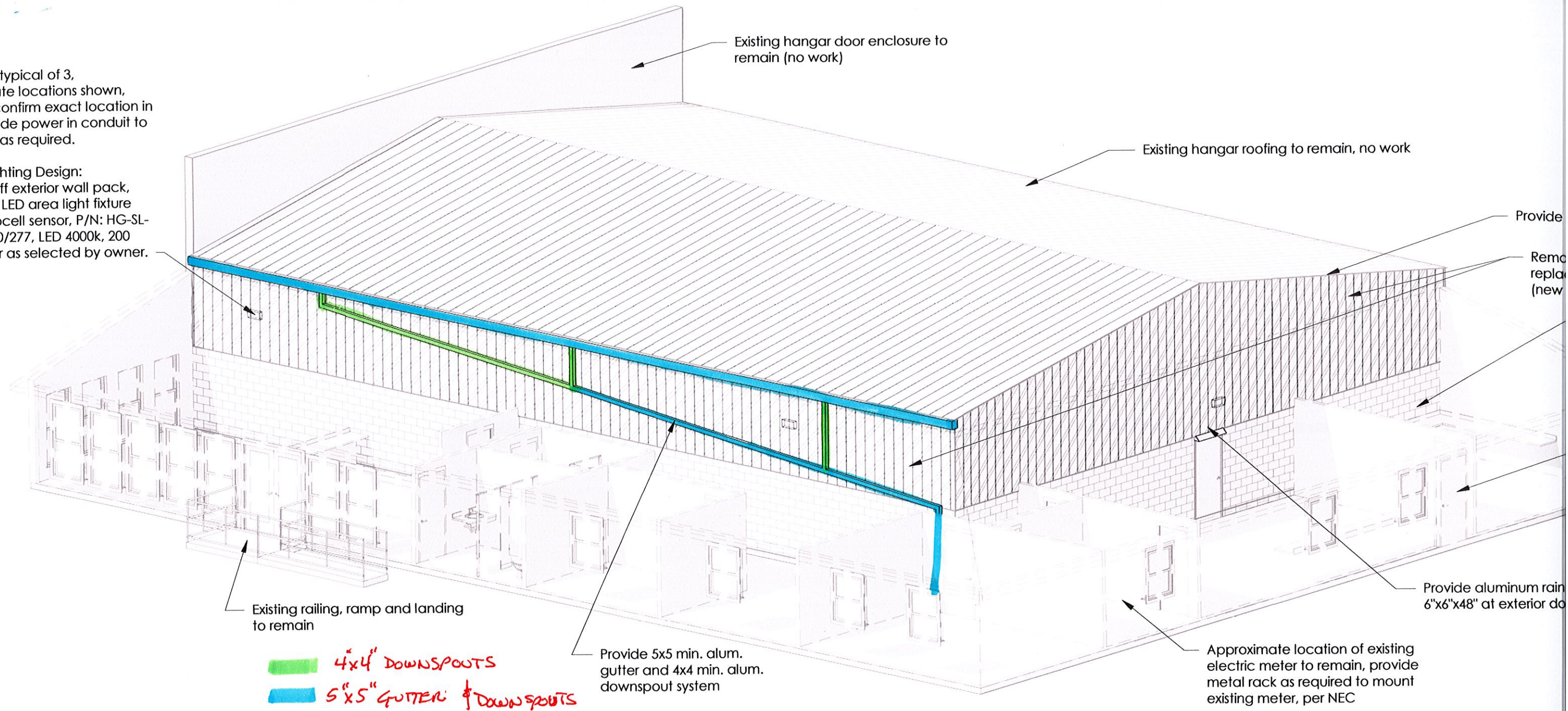


NORTH

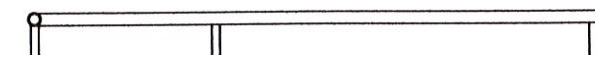
SCALE	1" = 10' - 0"
DATE	10/1/77
NUMBER	

New light, typical of 3, approximate locations shown, owner to confirm exact location in field. Provide power in conduit to new lights as required.

Basis of Lighting Design:
Semi cut off exterior wall pack,
MagnaLux LED area light fixture
with photocell sensor, P/N: HG-SL-
E-200w-120/277, LED 4000k, 200
watt, color as selected by owner.



1 3D Diagram
N.T.S.



Existing lo

Image 1



Image 2



Image 3



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. Since this project requires a \$5,000 per day back-charge to the Contractor for days beyond Substantial Completion that the project goes un-finished, there should be something in writing that states how long the Architect has to review and reply to the Contractor in regards to the Submittals process. If the Architect doesn't respond in a reasonable time frame to the submittals, that can hold up progress on the work, and eventually cause the project to exceed the contract time and thereby penalize the contractor to the tune of \$5,000/day.

The City's architect will review and approve contractor submittals as outlined within the contract for general services provided within the bid invitation. If it is determined that the architect's review and approval of submittals was not reasonable and that contractor submittals were not incomplete leading to a delay in review or interpretation then the City may grant additional time for substantial completion of the project. Article 13, Section 4 of this same agreement provides a process for which the contractor can make claim for additional time "...caused by the Owner or Architect or attributable to the Owner or the Architect...", and this process can be pursued by a Contractor if it believes the Architect's review of submittals were not reasonable and/or have delayed project completion.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #19-05 - JUNE 7, 2019

Bid Name: Airport Office Demolition and Hangar Rehabilitation

Attended by: Nathan Coyle and Wanda Weeks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID AMT	BID	A-H	ADDEN DUMS 1- 4	BID BOND
6/7/19 1:01	OTAK GROUP	8500.00	197,481.45	✓	✓	✓
6/7/19 1:42	DUMMAR GROUP	8000.00	388,009.71	✓	✓	✓
6/7/19 1:46	CC BORDER	11,500.00	218,057	✓	✓	✓
6/7/19 1:50	THOMAS MAY CONST	6,150.00	133,000.00	✓	✓	✓

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid Proposal Amount \$ shown on hardcopy **Bid Additive Proposal Amount \$** shown on hardcopy

Name: C.C. Borden Construction, Inc.

Federal Taxpayer ID: 59-2911644

Mailing Address: 1019 Rosselle Street

City, State, & Zip Code: Jacksonville, FL 32204

Telephone: 904-354-3458 **Fax:** 904-354-4770

Email: ccborden@ccborden.com

Submitted By: Camille C. Borden

Title: Camille C. Borden, President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Linda Mason **Title:** Bookkeeper

Email Address: linda@ccborden.com **Phone:** 904-354-3458

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.
2. This sworn statement is submitted by (entity) C.C. Borden Construction, Inc. whose business address is 1019 Rosselle Street Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is Camille C. Borden and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of

Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature: Carla Dan Date: 6/7/19

21

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: C.C. Borden Construction, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32204

SIGNATURE:  PHONE: 904-354-3458

NAME (TYPED OR PRINTED): Camille C. Borden TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB#19-05

Project Description: OFFICE DEMOLITION AND HANGAR REHABILITATION

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: C.C. Borden Construction, Inc.

Authorized Signature: 

Title: Camille C. Borden, President

Date: 6/7/19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Camille C. Borden Title: President

Signature:  Date: 4/7/19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) C.C. Borden Construction, Inc. whose business address is 1019 Rosselle Street Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Camille C. Borden and my relationship to the entity named above is President.

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

Coin C. Dade 6/7/19

Signature

Date:

STATE OF FLORIDA

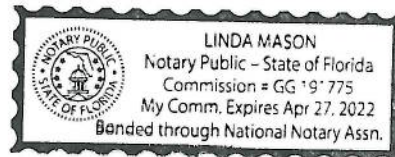
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7 day of June, 2019, and is personally known to me, or has provided _____ as identification.

Linda Mason

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) C.C. Borden Construction, Inc. whose business address is 1019 Rosselle Street Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Camille C. Borden and my relationship to the entity named above is President.

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



Signature

Date:

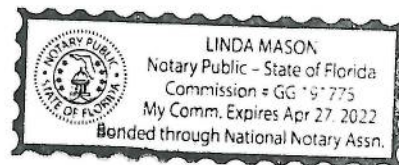
STATE OF FLORIDA
COUNTY OF Duval

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of June, 2019, and is personally known to me, or has provided _____ as identification.

Linda Mason
Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO X

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

YES_____ NO X

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

YES_____ NO X

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

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

C.C. Borden Construction, Inc.

Firm

6/7/19

Date

Camille C. Borden

Authorized Signature

Camille C. Borden, President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 19-05. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Camille C. Borden TITLE: President

ADDRESS: 1019 Rosselle Street

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE: *Camille C. Borden* DATE: 6/7/19



RECEIVED

MAY 14 2019

C.C. BORDEN
CONSTRUCTION, INC.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Camille C. Borden **TITLE:** President

ADDRESS: 1019 Rosselle St.

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE: *Camille C. Borden* **DATE:** 6/7/19

RECEIVED
MAY 20 2019
C.C. BORDEN
CONSTRUCTION, INC.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

SIGNATURE PAGE FOR
ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Camille C. Borden **TITLE:** President

ADDRESS: 1019 Rosselle Street

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 5-29-2019

Questions and drawings of Addendum No. 3 were sent as a separate attachment.
Please use this as the signature page.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 4

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Camille C. Borden **TITLE:** President

ADDRESS: 1019 Rosselle Street

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 6/6/19

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

C.C. Borden Construction, Inc.

1019 Rosselle Street

Jacksonville FL 32034

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196

OWNER (Name, legal status and address):

City of Fernandina Beach

204 Ash Street

Fernandina Beach FL 32034

Bond Amount: Five percent of bid amount

PROJECT : (Name, location or address, and Project number, if any):

ITB#19-05, 700 Airport Rd, Fernandina Beach FL 32034, Office Demolition and Hangar Rehabilitation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of May, 2019

(Witness)

(Seal)

(Witness)

(Seal)

C.C. Borden Construction, Inc.

(Principal)

(Title) Camille C. Borden, President

Fidelity and Deposit Company of Maryland

(Surety)

(Title) William R. Hardaker

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William R. HARDAKER, Edra Ann WALLER and Nick NAPOLEON, all of Jacksonville, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of September, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

David McVicker
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 11th day of September, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 24 day of May, 2019.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid Proposal Amount \$ 368,099.71 **Bid Additive Proposal Amount \$** 8,000.00

Name: Dunmar Group, Inc.

Federal Taxpayer ID: 26-4834062

Mailing Address: 85101 Commercial Park Drive

City, State, & Zip Code: Yulee, FL 32097

Telephone: 904-849-7346 **Fax:** N/A

Email: info@dunmargroup.com

Submitted By: Loribeth Dunman

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Mary Courson **Title:** Accounting Manager

Email Address: mary@dunmargroup.com **Phone:** 904-849-7346

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Dunmar Group, Inc,.
2. This sworn statement is submitted by (entity) Dunmar Group, Inc, whose business address is 85101 Commercial Park Drive, Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 26-4834062 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is Loribeth Dunman and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of

Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**



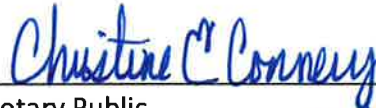
Signature

Date:

STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of June, 2019, and is personally known to me, or has provided N/A as identification.



Notary Public

My Commission expires: 10/01/2022



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Dunmar Group, Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

SIGNATURE:  PHONE: 904-849-7346

NAME (TYPED OR PRINTED): Loribeth Dunman TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: Bid 19-05

Project Description: Airport Office Demolition and Hangar Rehabilitation

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Dunmar Group, Inc.

Authorized Signature: 

Title: President

Date: 06/07/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Loribeth Dunman Title: President

Signature:  Date: 06/07/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Dunmar Group, Inc,.

This sworn statement is submitted by (entity) Dunmar Group, Inc, whose business address is 85101 Commercial Park Drive, Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 26-4834062 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
My name is Loribeth Dunman and my relationship to the entity named above is President.

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

Frederick Dunn 6/7/2019
Signature Date:

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of June, 2019, and is personally known to me, or has provided _____ as identification.

Christine E. Connery
Notary Signature

My Commission expires: 10/01/2022



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Dunmar Group, Inc..

This sworn statement is submitted by (entity) Dunmar Group, Inc. whose business address is 85101 Commercial Park Drive, Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 26-4834062 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Loribeth Dunman and my relationship to the entity named above is President.

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

 6/7/2019
Signature Date:

STATE OF FLORIDA
COUNTY OF Nassau

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of June, 2019 and is personally known to me or has provided _____ as identification.

Christine E. Connery My Commission expires: 10/01/2022
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO X

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

YES___ NO X

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

YES___ NO X

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

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

Dunmar Group, Inc,

06/07/2019

Firm

Date



Loribeth Dunman, President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 6/7/2019

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 2

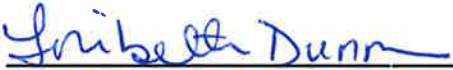
The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO 3
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No. 3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 4

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dunmar Group, Inc

85101 Commercial Park Drive

Yulee, FL 32097

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners

96135 Nassau Place, Suite 1

Yulee, FL 32097

BOND AMOUNT:

Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

City of Fernandina Beach - Office Demolition & hangar Rehabilitation Project

Bid # 19-05

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company

6300 University Parkway

Sarasota, FL 34240-8424

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June 2019


(Witness)


(Witness)

Dunmar Group, Inc

(Principal)


(Title)

(Seal)

FCCI Insurance Company

(Surety)


(Title)

(Seal)

Mark D. Pichowski, Attorney-in-Fact

Init.



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mark Pichowski

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$12,500,000): \$12,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2016

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company

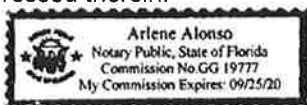


Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

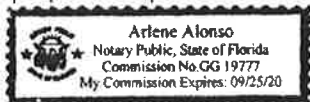


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7th day of June, 2019

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

**“ATTACHMENT A”
CITY OF FERNANDINA BEACH
CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

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

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

The OWNER and CONTRACTOR agree as follows:
ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach Bid Number 19-05. Documents comprising Bid Number 19-05 are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

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

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

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

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

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

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

ARTICLE 5 - CONTRACT AMOUNT

\$368,099.71 for Bid Proposal & \$8,000.00 for Bid Additive

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

ARTICLE 6 - LIQUIDATED DAMAGES

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner.

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

4. Contractor Applications for Payment

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

Applications for Payment shall not include:

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

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

5. Certification of Payment Requests

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

6. Criteria for Withholding A Certificate for Payment

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

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

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

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

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

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

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

2. Termination by The Owner For Cause

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

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

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

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

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

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

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

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

3. Termination by the Owner for Convenience

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

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

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

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will

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have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

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

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

3. Review and Approval of Contractor's Submittals

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

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

4. Interpret Plans

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

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

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

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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

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

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

3. Permits

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

4. Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. OBLIGATIONS OF THE CONTRACTOR

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1. Superintendent

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

2. Review of Contract Documents

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

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

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare

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

9. Project Records

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

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

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

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

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

10. Approval of Shop Drawings and Other Submittals

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

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

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

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

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

14. Correcting Rejected Work

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

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

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

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1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

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

3. Removal of Subcontractors

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

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

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

3. Construction Change Order

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

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

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

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

4. Changes in Contract Amount

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

5. Cost of Work

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

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

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

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

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

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

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

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

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

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

9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially

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

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

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

4. Claims for Additional Time

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

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

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

5. Claims for Additional Compensation

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

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

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

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

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

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

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

6. Resolution of Disputes by the Owner

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

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the

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surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

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

2. Substantial Completion

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

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

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

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

2. Safety of Employees and Property

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

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

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

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

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

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

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

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

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

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance

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policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7. Workers' Compensation Insurance

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

8. Liability Insurance

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

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

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

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

9. Builder's Risk Coverage

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

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.

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- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements

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and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

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

4. Limitation of Liability

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

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

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Loribeth Dunman

Contractor's Name:

President

Title/Officer

ATTEST -

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

APPENDIX I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid Proposal Amount \$ 197,481.45 Bid Additive Proposal Amount \$ 8,500.00

Name: OTAK Group Inc.

Federal Taxpayer ID: 59-3680427

Mailing Address: 96126 Mt Zion Loop

City, State, & Zip Code: Yulee FL 32097

Telephone: 904-225-2588 Fax: 904-225-1001

Email: epittman@otakgroup.com

Submitted By: Aaron Kato

Title: Owner / President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Elizabeth Pittman Title: Contracts manager

Email Address: epittman@otakgroup.com Phone: 904-225-2588

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
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EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB 19-05.
2. This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Loop Yulee FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Aaron Kato and my relationship to the entity named above is Owner/President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
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includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of

Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**


Signature _____ Date: 6-7-19

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of June, 2019, and is personally known to me, or has provided _____ as identification.


Notary Public
My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: OTAK Group Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

SIGNATURE: [Signature] PHONE: 904-225-2588

NAME (TYPED OR PRINTED): Aaron Kato TITLE: Owner/President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 19-05

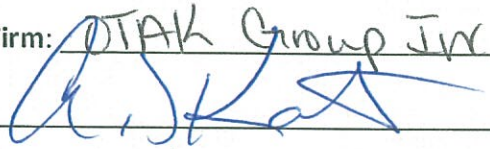
Project Description: Demo of FBO building at COF
Airport.

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: OTAK Group Inc.

Authorized Signature: 

Title: Owner/President

Date: 10-7-19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

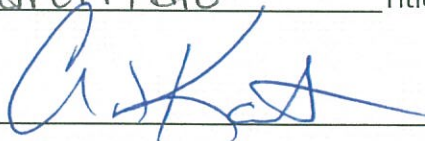
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Aaron Kato Title: Owner/President

Signature:  Date: 10-7-19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 19-05.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 9426 Mt Zion Loop Vulture FL and (if applicable) Federal Employer Identification Number (FEIN) is 39-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
My name is Aaron Hato and my relationship to the entity named above is Owner/President.

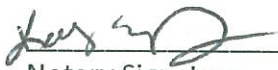
1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

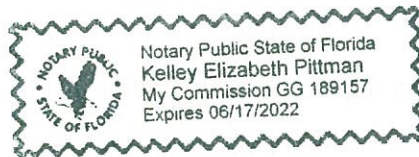

Signature _____ Date: 6-7-19

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of June, 2019, and is personally known to me, or has provided _____ as identification.


Notary Signature _____

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "G"

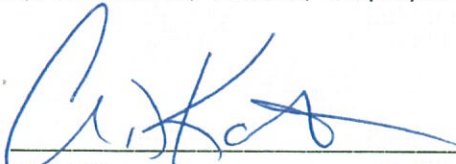
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 19-05.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Lap Yulee FL and (if applicable) Federal Employer Identification Number (FEIN) is 59-3650427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Aaron Kato and my relationship to the entity named above is Owner/President.

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


Signature _____ Date: 6-7-19

STATE OF FLORIDA
COUNTY OF Nassau

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of June, 2019, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ___ NO X

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

YES ___ NO X

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

YES ___ NO X

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

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

OTAH Group Inc.

Firm

6-7-19

Date

[Signature]

Authorized Signature

Aaron Kato Owner/President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 1

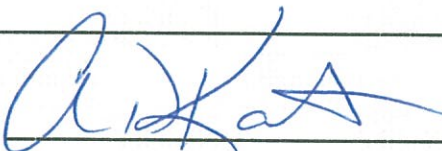
The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Arnon Kato TITLE: Owner/President

ADDRESS: 96126 Mt Zion Loop Yulee FL 32097

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6-7-19

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1**

For

ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. Are there any technical specifications for this project?

"All technical information is provided on drawings. No technical specifications are provided."

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 2

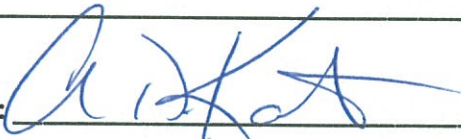
The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Aaron Kato TITLE: Owner/President

ADDRESS: 96126 Mt Zion Loop

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6-7-19

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2**

For

ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. The **bid opening** date has been changed from 10:00am May 24, 2019 to **2:00pm June 7, 2019**.
2. An Addendum No 3 will follow to address questions from the pre-bid meeting.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

SIGNATURE PAGE FOR
ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Arnon Kato TITLE: Owner/President

ADDRESS: 96126 Mt Zion Loop

CITY: Vulce STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6-7-19

Questions and drawings of Addendum No. 3 were sent as a separate attachment.

Please use this as the signature page.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 4

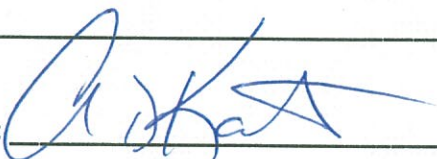
The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Aaron Kato TITLE: Owner/President

ADDRESS: 94126 Mt Zion Loop

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6-7-19

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 4

For

ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. Since this project requires a \$5,000 per day back-charge to the Contractor for days beyond Substantial Completion that the project goes un-finished, there should be something in writing that states how long the Architect has to review and reply to the Contractor in regards to the Submittals process. If the Architect doesn't respond in a reasonable time frame to the submittals, that can hold up progress on the work, and eventually cause the project to exceed the contract time and thereby penalize the contractor to the tune of \$5,000/day.

The City's architect will review and approve contractor submittals as outlined within the contract for general services provided within the bid invitation. If it is determined that the architect's review and approval of submittals was not reasonable and that contractor submittals were not incomplete leading to a delay in review or interpretation then the City may grant additional time for substantial completion of the project. Article 13, Section 4 of this same agreement provides a process for which the contractor can make claim for additional time "...caused by the Owner or Architect or attributable to the Owner or the Architect...", and this process can be pursued by a Contractor if it believes the Architect's review of submittals were not reasonable and/or have delayed project completion.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

OTAK Group, Inc.
96126 Mount Zion Loop
Yulee FL 32097

OWNER:

(Name, legal status and address)

City of Fernandina Beach
620 Nectarine Street
Fernandina Beach FL 32034

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City MO 64105
Mailing Address for Notices
1200 Main Street, Suite 800
Kansas City MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Nassau County Health Department Remodeling/Fernandina Beach, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2019.


(Witness)


(Witness) Margaret A. Schulz

OTAK Group, Inc.

(Principal)


(Seal)

By:

Aaron Kato Owner
(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz

Attorney-in-Fact
& FL Licensed Agent

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN R. NEU, LAURA D. MOSHOLDER, KEVIN WOJTOWICZ, DANIEL OAKS, DAVID HOOVER and DON BRAMLAGE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

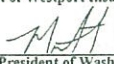
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

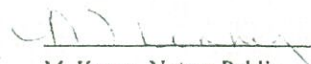
State of Illinois
County of Cook ss:

On this 8th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

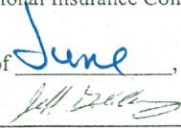
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of June, 2019.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid Proposal Amount \$ 133,000.00 Bid Additive Proposal Amount \$ 6,150.00

Name: THOMAS MAY CONSTRUCTION COMPANY

Federal Taxpayer ID: 59-2520445

Mailing Address: 310 COLLEGE DRIVE

City, State, & Zip Code: ORANGE PARK, FLORIDA 32065

Telephone: (904) 272-4808 Fax: (904) 272-4957

Email: bwarner@tmay.net

Submitted By:  KEITH R. WARD

Title: PRESIDENT & PRINCIPAL

FIRM Accepts Credit Cards*: Yes No ☒ X

Accounting Contact:

Name: BRENDA S. RAU Title: ACCOUNTS RECEIVABLE

Email Address: brau@tmay.net Phone: (904) 272-4808

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for CITY OF FERNANDINA BEACH, BID 19-05.
2. This sworn statement is submitted by (entity) THOMAS MAY CONSTRUCTION COMPANY whose business address is 310 COLLEGE DRIVE, ORANGE PARK, FL. 32065 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2520445 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is KEITH R. WARD and my relationship to the entity named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of

Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**


Signature _____ KEITH R. WARD Date: **06/07/2019**

STATE OF FLORIDA
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7TH day of JUNE, 2019, and is personally known to me, or has provided N/A as identification.





Notary Public BREND A S. RAU
My Commission expires: OCTOBER 30, 2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: THOMAS MAY CONSTRUCTION COMPANY

CITY: ORANGE PARK STATE: FLORIDA ZIP CODE: 32065

SIGNATURE:  PHONE: (904) 272-4808

NAME (TYPED OR PRINTED): KEITH R. WARD TITLE: PRESIDENT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: ITB #19-05

Project Description: OFFICE DEMOLITION AND HANGAR REHABILITATION FOR THE CITY OF
FERNANDINA BEACH, FLORIDA

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: THOMAS MAY CONSTRUCTION COMPANY

Authorized Signature: 

Title: PRESIDENT & PRINCIPAL

Date: 06/07/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: KEITH R. WARD Title: PRESIDENT & PRINCIPAL

Signature:  Date: 06/07/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for CITY OF FERNANDINA BEACH, ITB #19-05.

This sworn statement is submitted by (entity) THOMAS MAY CONSTRUCTION COMPANY whose business address is 310 COLLEGE DRIVE, ORANGE PARK, FL. 32065 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2520445 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
My name is KEITH R. WARD and my relationship to the entity named above is PRESIDENT.

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

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**


Signature _____ Date: 06/07/2019

STATE OF FLORIDA
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7TH day of JUNE, 2019, and is personally known to me, or has provided N/A as identification.

Brenda S. Rau
Notary Signature BRENDA S. RAU

My Commission expires: OCTOBER 30, 2019



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for CITY OF FERNANDINA BEACH, ITB #19-05.

This sworn statement is submitted by (entity) THOMAS MAY CONSTRUCTION COMPANY whose business address is 310 COLLEGE DRIVE, ORANGE PARK, FL. 32065 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2520445 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is KEITH R. WARD and my relationship to the entity named above is PRESIDENT.

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


Signature

06/07/2019

Date:

STATE OF FLORIDA
COUNTY OF CLAY

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7TH day of JUNE, 2019, and is personally known to me, or has provided N/A as identification.

Brenda S. Rau
Notary Signature BRENDA S. RAU

My Commission expires: OCTOBER 30, 2019



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
INVITATION TO BID 19-05
OFFICE DEMOLITION AND HANGAR REHABILITATION**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO X

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

YES___ NO X

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

YES___ NO X

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

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

THOMAS MAY CONSTRUCTION COMPANY

06/07/2019

Firm

Date



KEITH R. WARD, PRESIDENT

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Large Equipment List

	Capacity	Year	Condition
John Deere Loader Backhoe 310G	1.25 CY Loader Bucket 24" Backhoe Bucket	2009	Good
John Deere Loader Backhoe 310G	1.25 CY Loader Bucket 24" Backhoe Bucket	2004	Good
John Deere Loader Backhoe 310G	1.12 CY Loader Bucket 24" Backhoe Bucket	2003	Good
John Deere Loader Backhoe 310G	1.25 CY Loader Bucket 24" Backhoe Bucket	2001	Good
Garlock Commander Sprayer	2120 4500psi 5gpm	2014	Excellent
Mayco Multiquip Concrete Pump	4 CYL. C30 HDZ	2006	Good
Ford Dump Truck	F450	2005	Good
Stone Plate Compactors	20" 5.5 HP Honda	2004	Good
Welding Machine and Trailer	Blue Star 2E	1990	Good
Stow Mixer / Mortar		2000	Good
Laser Levels with Sensor	Topcon	04-'08	Very Good
Elec Digital Theodolite Laser with Tripod		2003	Good
3" Diaphragm Trash Pump	Wacker	1997	Good
Air Compressors with Trailers	Ingersoll P-185	Varies	Good
Steel Storage Container	20'	1996	Very Good
Breaker Hammers / Demolition Hammers	Varies	Varies	Very Good
Cutquik Concrete Saws	Stihl	Varies	Very Good
Generators with Honda Engines	11 HP, 13 HP	Varies	Very Good
Wacker Rammer / Jumping Jack Compactor	10" Shoe 2.3 HP	2003	Very Good
Walk Behind Floor Saws	YMM213	Varies	Good
Pressure Washers	13 HP Honda Engines	Varies	Good
Light Equipment Trailer	20' D & E	2005	Very Good
Trailer	Anderson	2003	Very Good
Cargo Trailer	Covenant	2009	Good
Roofing Trailer	Tript	2010	Good
Roofing Trailer	Big Tex	2014	Very Good
8' Flatbed with Bulkhead		1995	Very Good

Our equipment is currently located in North Florida on job locations in Clay County, Duval County, Nassau County, St. Johns County & at our main office/warehouse located in Orange Park.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Thomas May Construction Company, Inc.
310 College Drive
Orange Park, FL 32065

SURETY:

(Name, legal status and principal place of business)

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Office Demolition and Hangar Rehabilitation
ITB #19-05

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **7th** day of **June, 2019**

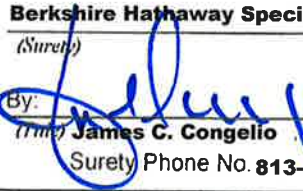

(Witness) **Brenda S. Rau**


(Witness) **Melissa Beckworth, Account Manager**

Thomas May Construction Company, Inc.
(Principal) (Seal)

By: 
(Title) **Keith R. Ward, President**

Berkshire Hathaway Specialty Insurance Company
(Surety) (Seal)

By: 
(Title) **James C. Congelio, Attorney-in-Fact**
Surety Phone No. **813-498-1183**



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **James N. Congelio, James C. Congelio, 1715 N. Westshore Blvd., Suite 920 of the city of Tampa, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: _____
David Fields, Vice President

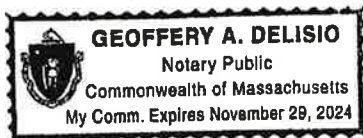


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 7, 2019.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims.notice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



THOMMAY-01

DCASSADY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2019

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

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

PRODUCER Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216	CONTACT NAME:	
	PHONE (A/C, No, Ext): (904) 332-8585 FAX (A/C, No): (904) 296-1888	
	E-MAIL ADDRESS: info@insuramerica-fl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Gemini Insurance Co.	10833
	INSURER B : Auto Owners Insurance	18988
	INSURER C : Builders Mutual Insurance Company	10844
	INSURER D : American Zurich Insurance Co	40142
	INSURER E :	
	INSURER F :	

INSURED

Thomas May Construction Company
310 College Drive
Orange Park, FL 32065

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			VGGP003912	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Jobsite Poll \$ 100,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			5219252800	3/1/2019	3/1/2020	BODILY INJURY (Per person) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR			5219252801	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						Prod/Co Ops Agg \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP106339100	3/1/2019	3/1/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			EC13462660	3/1/2019	3/1/2020	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy includes Blanket Additional Insured, including Ongoing & Completed Operations and Primary / Non-Contributory per attached forms when required by written contract. Commercial Automobile policy includes attached Blanket Additional Insured endorsement. General Liability, Commercial Automobile and Workers Compensation policies all include the attached Blanket Waiver of Subrogation endorsements. Each of the specifically mentioned endorsements apply only when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach - Purchasing
PO Box 668
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

Policy Number: VGGP003912

CG 20 10 04 13

Insured Name: Thomas May Construction
Company

Number: 34

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

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

Policy Number: VGGP003912
Insured Name: Thomas May Construction
Company
Number: 35

CG 20 37 04 13

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

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

Policy: VGGP003912
Insured Name: Thomas May Construction Company
Number: 13

CG 20 01 04 13

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

Policy Number: VGGP003912
Insured Name: Thomas May Construction
Company
Number: 36

CG 24 04 05 09

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE
Name Of Person Or Organization: Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, THOMAS A

THOMAS MAY CONSTRUCTION CO
310 COLLEGE DR
ORANGE PARK FL 32065-7653

LICENSE NUMBER: CGC027983

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, THOMAS A

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

LICENSE NUMBER: CUC057064

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WARNER, BRANDON DALE

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

LICENSE NUMBER: CCCC1330165

EXPIRATION DATE: AUGUST 31, 2020

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AC# 4466819

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09070800929

DATE	BATCH NUMBER	LICENSE NBR
07/08/2009	098002623	QB0017980

The BUSINESS ORGANIZATION
Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date:

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

Florida Department of
**Business
Professional
Regulation**



When do I **renew** my construction contractor **qualified business** license?

Published 12/15/2010 09:24 AM | Updated 12/15/2010 09:24 AM

When do I **renew** my construction contractor **qualified business** license?

As of October 1, 2009, **qualified business** licenses are no longer required. You are not required to **renew** or maintain the **qualified business** license.

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, e-mail addresses are public records. 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 the office by phone or by traditional mail. If you have any questions regarding DBPR's ADA web accessibility, please contact our Web Master at webmaster@dbpr.state.fl.us.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: KEITH R. WARD **TITLE:** PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK **STATE:** FLORIDA

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1**

For

ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

- 1. Are there any technical specifications for this project?**

"All technical information is provided on drawings. No technical specifications are provided."

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: KEITH R. WARD **TITLE:** PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK **STATE:** FLORIDA

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2**

For

ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. The **bid opening** date has been changed from 10:00am May 24, 2019 to **2:00pm June 7, 2019**.
2. An Addendum No 3 will follow to address questions from the pre-bid meeting.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

SIGNATURE PAGE FOR
ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: KEITH R. WARD **TITLE:** PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK **STATE:** FLORIDA

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

Questions and drawings of Addendum No. 3 were sent as a separate attachment.
Please use this as the signature page.

CITY OF FERNANDINA BEACH ADDENDUM NO. 3
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. A site plan and original building plans are provided with this response. The City has no further documentation or building as-builts.
2. Yes, temporary fencing is required with the purpose of containing debris from leaving the construction area and entering the active aircraft parking and movement area to meet the requirements of Federal Aviation Administration Advisory Circular (AC) 150/5370-2G *"Operational Safety on Airports During Construction"* as referenced within the scope of work for this bid invitation.
3. The City's electrician has confirmed that the electrical service for the hangar and office space enters the power utility closet from beneath the concrete slab of the office space. Contractor shall ensure that electrical power supporting hangar and apron lighting including gates are maintained as required.
4. No as-builts are available for the facility and the contractor is required to verify existence and facility components requiring relocation during its visual inspection of the facility which can be done during the pre-bid meeting or through subsequent site visits, which could be scheduled through the City.
5. No perc test has been completed. Please provide as detailed on the plans as this will meet existing soil conditions.
6. Please see gutter and downspout clarification sheet included with this response.
7. No as-builts are available. The contractor is required to complete visual inspection of the facility to determine mechanical/plumbing demolition requirements under this project.
8. During the pre-bid meeting, a question was asked as to how far back debris fencing could be placed from the building. This fencing can be placed approximately 50' from the building as depicted on the site plan at Exhibit 1, however the exact location and layout of this fencing will be determined in coordination between the Contractor and City prior to construction activity on the airport.
9. Toxic black mold is present within the office space to be demolished, and precautions should be taken to ensure that proper protection and disposal methods are used.
10. As shown on Image 1, the existing electric panel for apron lighting (including the control box) should remain. Please provide metal rack as required to mount existing equipment accordingly per NEC.
11. Contractor shall contact and coordinate with AT&T the removal of the existing telephone terminal and boxes shown on Image 1.
12. The existing double hose bibs shown on Image 2 should remain. Please provide a metal rack as required to mount and support existing piping including insulating the existing piping accordingly. Provide on primer coat and two top coats for metal racks.
13. Provide electrical wiring and conduit from existing apron lighting shown in Image 3, located at the SE exterior wall of the office space, to the electrical panel.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

ADDENDUM No. 4

The following changes are applicable to the original ITB documents and specifications of **ITB 19-05**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: KEITH R. WARD **TITLE:** PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK **STATE:** FLORIDA

AUTHORIZED SIGNATURE:  **DATE:** 06/07/2019

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4**

For

ITB 19-05 AIRPORT OFFICE DEMOLITION AND HANGAR REHABILITATION

1. Since this project requires a \$5,000 per day back-charge to the Contractor for days beyond Substantial Completion that the project goes un-finished, there should be something in writing that states how long the Architect has to review and reply to the Contractor in regards to the Submittals process. If the Architect doesn't respond in a reasonable time frame to the submittals, that can hold up progress on the work, and eventually cause the project to exceed the contract time and thereby penalize the contractor to the tune of \$5,000/day.

The City's architect will review and approve contractor submittals as outlined within the contract for general services provided within the bid invitation. If it is determined that the architect's review and approval of submittals was not reasonable and that contractor submittals were not incomplete leading to a delay in review or interpretation then the City may grant additional time for substantial completion of the project. Article 13, Section 4 of this same agreement provides a process for which the contractor can make claim for additional time "...caused by the Owner or Architect or attributable to the Owner or the Architect...", and this process can be pursued by a Contractor if it believes the Architect's review of submittals were not reasonable and/or have delayed project completion.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-115
Sole Source Vendor Approval - Precision Sidewalk Safety

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-115

SYNOPSIS: Funding for sidewalks is included in each Fiscal Year budget, and a portion of the budgeted amount is utilized to maintain existing sidewalks throughout the City. The City has utilized the services of Precision Sidewalk Safety in the past to remove sidewalk trip hazards.

Staff recommends utilizing the services of Precision Sidewalk Safety, which is a company authorized to use patented equipment and methods to remove sidewalk trip hazards.

Representatives from Precision Sidewalk Safety will be in attendance to provide a brief presentation.

FISCAL IMPACT: Funds are available in the General Sidewalks account, 3004100 56311.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-115.

Rex Lester, Streets & Parks Maintenance Director	6/28/2019
Nicole Bednar, Administrative Services Manager	7/1/2019
Dale Martin, City Manager	7/2/2019
Pauline Testagrose, Comptroller	7/8/2019
Tammi E. Bach, City Attorney	7/9/2019
Katie Newton, Legal Assistant	7/9/2019

Submitted By: _____ Date: June 27, 2019
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2019-115

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

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

WHEREAS, the Streets Department budgeted funds to maintain existing sidewalks throughout the City, staff requests City Commission approval of Precision Sidewalk Safety as a sole source vendor for the removal of sidewalk trip hazards in an amount not to exceed \$40,000; and

WHEREAS, Precision Sidewalk Safety is authorized to use patented equipment and methods to remove sidewalk trip hazards as outlined in Exhibit "A"; and

WHEREAS, funds are available in the Streets General Sidewalk account, 3004100 56311, in FY 2018/2019.

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

SECTION 1. The City Commission hereby approves Precision Sidewalk Safety as a sole source vendor for fiscal year 2018/2019 in an amount not to exceed \$40,000.

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

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

ADOPTED this 16th day of July, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



**Resolution 2019-115
Exhibit "A"**

3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

June 27, 2019

Mr. Rex Lester, Streets & Park Maintenance Director
City of Fernandina Beach
1017 South 5th Street
Fernandina Beach, FL 32034

RE: Patent Information

Dear Mr. Lester,

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Wendy & Alan MacMurray and Precision Sidewalk Safety is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,000,606

U.S. Pat. No. 7,143,760

U.S. Pat. No. 7,201,644 – formerly Allowed Application Serial No. 11/358,548, issued 4/10/07

U.S. Pat. No. 7,402,095 – continuation of the method patent 7,143,760 w/ additional claims, issued 7/22/08

U.S. Pat. No. 9,759,559

If you have any questions or comments please feel free to give me a call.

Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting, Inc.
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-116
Personnel Policy Manual Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-116

SYNOPSIS: The Personnel Policy Manual was adopted in 2000 and last updated February 7, 2017.

This Resolution adopts the amended and restated Personnel Policy Manual which more comprehensive and up-to-date.

The Personnel Policy Manual is a valuable communication resource which provides an easily accessible guide to the City's policies and practices as well as an overview of the expectations of management. It is also a means of protecting the City against discrimination or unfair treatment claims.

The majority of proposed changes are minor or stylistic in nature; however notable changes include:

- Section 103, Equal Employment Opportunity: incorporates language from the recently updated Human Rights Ordinance, 2019-10
- Section 205, Pay, Performance Evaluations, and Increases: allows for employees who are at or over the maximum range for their position to be eligible, depending on performance rating, for a merit pay increase at one-half the merit rate table amount.
- Section 303, Paid Time Off: increases the leave accrual for employees with less than a year of service from 7 days to 15 days. This allows the City to be more competitive in attracting and retaining employees in their first year.
- Section 503, Use of Phone and Mail System: adds and incorporates the City's mobile device policy

“Red-line” copies illustrating all proposed changes are available upon request.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-116.

Robin Marley, Human Resources Director 6/27/2019

Tammi E. Bach, City Attorney 7/2/2019

Dale Martin, City Manager 7/8/2019

Date: June 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RESTATING AND AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach adopted the Personnel Policy Manual in 2000, and last updated the Personnel Policy Manual via Ordinance 2017-01 on February 7, 2017; and

WHEREAS, the Personnel Policy Manual reflects the City's standards and objectives relating to employment-related matters and is a valuable communication resource for the City and its employees; and

WHEREAS, the Personnel Policy Manual provides an easily accessible guide to the City's policies and practices as well as an overview of the expectations of management in a written format. It is also viewed as a means of protecting the organization against discrimination or unfair treatment claims; and

WHEREAS, the restated and amended Personnel Policy Manual provides the organization with a more comprehensive and up-to-date policy; and

WHEREAS, it is in the best interest of the City of Fernandina Beach, its employees and citizens for the City Commission to adopt an updated and more comprehensive Personnel Policy Manual by resolution as provided for in Ordinance 2017-01.

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

SECTION 1: The City Commission hereby approves and adopts the restated and amended Personnel Policy Manual (Exhibit "A").

SECTION 2: If any section, subsection, sentence, clause, phrase of this resolution, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: All Ordinances, Resolutions and policies or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 4: This Resolution shall be deemed effective on this day of July 16, 2019, after its final adoption.

ADOPTED this 16th day of July 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



City of Fernandina Beach

Personnel Policy Manual

Revised July 16, 2019 by Resolution 2019-116

City of Fernandina Beach

Personnel Policy Manual

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Welcome Message from the City Manager

Welcome to the City of Fernandina Beach. I look forward to working with you in serving the community.

Every employee contributes directly to the City's success, and each employee is a valued member of this wonderful staff.

The City has a number of obligations to its citizens and the two most important are: (1) to conduct all City functions in the most efficient and effective manner, and (2) to treat citizens and visitors in a courteous and respectful way.

This manual was developed to describe some of the expectations of employees and to outline the policies, programs, and benefits available to eligible employees. This manual is not intended to state all of the conditions of employment with the City, but rather to provide information on certain policies and benefits currently in effect. These policies may be modified or supplemented at any time as part of the continuous effort to make the City a better place to live and work. Employees should be familiar with the contents of this manual and the Civil Service Section of the City Charter (Article VI), as the Charter contains a number of provisions concerning rights and benefits of City employees not included herein.

These policies apply to all employees of the City. Where any policy is inconsistent with any provision of the City Charter or any collective bargaining agreement to which the City is a party, the City Charter or collective bargaining agreement shall govern the employees to whom it applies. These policies shall supplement the City Charter and shall take precedence and have effect over any inconsistent policy or procedure, except those specifically enumerated in the City Charter or a collective bargaining agreement to which the City is a part.

If you have any questions, please contact the appropriate Department Director, a Human Resources Department representative, or the City Manager.

Again, welcome to the City. I wish for you to have a rewarding and successful time as an employee of the City of Fernandina Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale L. Martin".

Dale L. Martin
City Manager

Introductory Statement

This policy manual is designed to provide employees with information about the working conditions, employee benefits, and the policies affecting employment with the City of Fernandina Beach. Employees should read, understand, and comply with all provisions of this manual. It describes many employee responsibilities and outlines the programs developed by the City to benefit employees. One of the objectives is to provide a work environment that is conducive to both personal and professional growth.

No personnel policy manual can anticipate every circumstance or question about policy. The City reserves the right to revise, supplement, or rescind any policies or portion of this manual from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes.

The policies contained herein supersede and replace all prior policies and directives related to personnel and employment.

Mission Statement

The following represents the mission statement of the City of Fernandina Beach. This mission statement was developed with input from the employees. It was formally adopted by the City Commission on July 5, 2000.

We are dedicated to exceptional service to the community to enhance the quality of life and provide for the well-being of our citizens and the environment while preserving our history. We will achieve this through quality employees, teamwork, community involvement and civic duty, fiscal stability, caring, integrity and fairness, responsible planning, and commitment to excellence.

101 Nature of Employment and Oath

Employment with the City is voluntarily entered into, and the employee is free to resign at will at any time. Similarly, the City may terminate the employment relationship at will at any time.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. The provisions of the manual have been developed at the discretion of management and may be amended or cancelled at any time at the City's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Manager.

Employment with the City requires the execution of an Employee Oath that affirms support of the Constitution of the United States and of the State of Florida.

102 Veteran's Preference

In accordance with the provisions of Florida Statutes, Section 295, veterans and spouses of veterans who meet certain criteria are eligible for preference in employment or promotion provided the veteran or spouse possesses the minimum qualifications of the position as outlined in the job description. Such preference does not preclude the hiring (outside hire) of a non-veteran who is more qualified than a veteran; however, in case of a promotion, a veteran who possesses the minimum qualifications of the position shall be promoted.

Veteran's preference does not apply to the following positions with the City:

- City Commissioners
- Appointed board members
- City Manager
- City Attorney
- City Clerk
- Department Directors
- Temporary employees

103 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. The City does not discriminate in employment opportunities or practices on the basis of race, color, religion, ethnicity, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, military or veteran status, familial status, marital status, physical appearance, socioeconomic status, cultural group, political status, belief system, or any other characteristic protected by law.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, the City maintains an affirmative action philosophy to promote opportunities for individuals in certain protected classes throughout the organization.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of an immediate supervisor or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Government Ethics and Conduct

The successful operation and reputation of the City is built upon the principles of fair dealing and ethical conduct of City employees. The City's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The following policies will govern municipal ethics and conduct:

- No City employee shall accept a gift, favor or service from any person, firm or corporation which transacts business with the City in return for any favorable treatment, promise of favorable treatment or any other action by the City employee in accordance with State statutes.
- No City employee shall use or attempt to use his/her position to secure special privileges, favors or exemptions for self or others, except as may be provided by policy and/or law.
- No City employee shall accept employment or engage in any activity which would require the employee to disclose confidential information acquired from the employee's position with the City or disclose confidential information for personal gain or benefit.
- Any City employee who is an officer, manager, agent or member of, or owns an interest in, any corporation, firm, partnership, or other business entity which is subject to the regulation of, or which has substantial business commitments with the City, shall file a sworn statement to this affect with the City.
- No City employee shall transact any official City business with any business entity of which the employee is an officer, manager, agent, or member, or in which an interest is owned.
- No employee shall have personal investments in any enterprise which will create a substantial conflict between private interest and public interest.
- No City employee will engage in the harassment or discrimination of co-workers or members of the general public to include harassment or discrimination based on or involving race, age, religion, color, gender, national origin, military or veteran status, disability, familial status, marital status, sexual orientation, gender identity, gender expression or any other basis protected by law, rule or ordinance.

The continued success of the City is dependent upon the trust of its citizens and City staff is dedicated to preserving that trust. Employees, whether on or off duty, owe a duty to the City and its citizens to act in a way that will merit the continued trust and confidence of the public.

The City will comply with all applicable laws and regulations and expects its Commissioners, officials, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, should guide all employees with respect to acceptable conduct. If a situation arises for which it is difficult to determine the proper course of action, the matter should be discussed openly with an immediate supervisor, the Human Resources Director, or the City Manager.

Compliance with this policy of business ethics and conduct is the responsibility of every City employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including termination of employment.

105 Nepotism

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by the City may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. City employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within thirty calendar days, management, at its sole discretion, will decide.

Department Directors are responsible for ensuring policy compliance and for monitoring changes in employee reporting relations after initial hire to ensure compliance with this policy. Employees are responsible for reporting any changes or potential conflicts immediately to their supervisor.

In other cases where a conflict or the potential for conflict arises, even if no supervisory relationship is involved, the parties may be separated by reassignment or termination.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage and including cohabitating couples/significant others.

106 Employee Medical Examinations

To ensure that employees can perform their duties safely, medical examinations may be required.

Post-offer medical examinations are required only for those positions for which a bona fide job-related physical requirement exists. Such examinations are given to all persons entering the position only after conditional job offers. The medical examination will be performed at the City's expense by a health professional of the City's choice. The offer of employment is contingent upon satisfactory completion of the exam.

Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

Medical records will be kept separate from other personnel records and remain confidential. Access to this information will be limited to those who have a legitimate need to know.

107 Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information regarding immigration law issues are encouraged to contact the Human Resources Director. Employees may raise questions or complaints regarding immigration law compliance without fear of reprisal.

108 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the City wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. The City Manager is responsible for dealing with questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of City management. Business dealings with outside firms should not result

in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. If employees have any influence on transactions involving purchases, contracts, or leases, however, it is imperative that they disclose the existence of any actual or potential conflict of interest to an officer of the City as soon as possible, so that safeguards can be established to protect all parties.

109 Public Relations

The news media is a valuable channel of communication between the City of Fernandina Beach and its citizens. By reporting City activities, the media informs citizens about how tax dollars are spent and provides a means of accountability in government service. For these reasons, it is expected that all City employees will be cooperative and courteous when dealing with the news media. Requests for information that can be released should be honored promptly, accurately, and fully. City employees should not attempt, however, to offer conjecture or interpretations of City policies for the news media (as opposed to providing facts or information). If an employee is in doubt concerning the information or is uncomfortable answering question(s), the employee should seek guidance from a Department Director, City Attorney, or the City Manager. All press releases should be pre-approved by the City Manager (or designee) prior to release.

110 Outside Employment

An employee may hold a job with another organization or be self-employed as long as the employee satisfactorily performs job responsibilities associated with City employment and has prior approval for such employment from the Charter Officer supervising the employee. All employees will be held to the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work/volunteer requirements.

If the City determines that an employee's outside work/volunteer work interferes with performance or the ability to meet the requirements of the City (as may be modified from time to time), the employee may be asked to terminate the outside employment/volunteer relationship if the employee wishes to maintain City employment.

Outside employment/volunteer work will present a conflict of interest if it has an adverse impact on the City. The City may restrict specific outside employment based on the position held by the

employee with the City. Requests for outside employment which conflict with specific jobs with the City will not be approved.

Employees who have outside employment which has not been approved must disclose that employment at the earliest possible time. Outside employment obtained after an employee's hire by the City must be approved by applicable Department Director prior to accepting outside employment.

111 Personnel Records

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

It is important that personnel records be kept up to date by employees. Employees should notify their supervisor in any of the following situations:

- Name change
- Address change
- Telephone number change
- Change in marital status
- Changes to emergency notification information
- Beneficiary information
- Education status
- Military status
- Driver's license status or other information which may impact the job requirements
- Licensing, certification, and training

Personnel files are the property of the City, and access to some of the information those files contain may be restricted in accordance with state law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Director. With reasonable advance notice, personnel files may be reviewed in the City's offices and in the presence of an individual appointed by the City to maintain the files.

An employee may view personal (associated with that employee) personnel records at any time in their entirety.

112 Disability Accommodation

The City is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Pre-employment inquiries are made only regarding an applicant's ability to perform duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City is also committed to not discriminating against any qualified employees or applicants because those employees or applicants are related to or associated with a person with a disability. The City will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

113 Advancement, Job Posting, and Release

It is the policy of the City to promote from within when qualified employees are available. No employee will be referred for consideration who fails to meet the minimum experience requirements established for the position being posted. The City reserves the right to conduct concurrent recruitment for positions as deemed necessary. Employees are eligible for consideration when experience, performance, education, and technical preparation are consistent with the qualifications of the open position.

An employee selected for a promotion or reassignment will be released for assignment to the new job no later than two full pay periods from the date of selection, unless a later date is mutually agreed upon by the respective Department Directors or Charter Officers involved.

The City provides employees an opportunity to indicate interest in open positions and advance within the organization according to their skills and experience. In general, notices of job openings are posted.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants. Other recruiting sources may also be used to fill open positions in the best interest of the organization. Job openings will be posted on the employee bulletin board, the City web site, or received via e-mail, and remain open for a minimum of three days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 180 calendar days in their current position and have no disciplinary actions in the past twelve months. Informal counseling and documented oral warnings will not count for purposes of this section.

Eligible employees should only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. To apply for an open position, employees should complete a job posting application and submit it to the Human Resources Department. The City will not accept resumes in lieu of an application.

201 Employment Categories

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NON-EXEMPT (typically receiving an hourly wage) or EXEMPT (typically receiving an annual salary) from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only by the City Commission through the approval of the Pay and Classification Plan.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work a full-time schedule. Generally, these employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are regularly scheduled to work less than thirty hours per week. While these employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), are also eligible for some of the City's other benefit programs, such as the employee assistance program (EAP), pool and gym privileges (at no cost to the employee), discounted golf privileges, and voluntary employee-paid benefits, such as short-term disability insurance and a voluntary 457(b) savings program.

TEMPORARY/SEASONAL – Temporary/seasonal employment is authorized to meet situations of a time-limited nature such as work- load backlogs, absence of regular full-time personnel, special projects, or other related situations that are time-limited in nature. All temporary hires will be made with a not-to-exceed date (e.g. 90 days, 180 days) and the situation prompting the temporary hire will be documented for the record and acknowledged by the temporary hire. The initial period of employment may be extended, if the situation necessitating the temporary hire continues, but will not exceed one year in duration. Temporary employment will not be used to avoid providing benefits to employees. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as Workers' Compensation insurance and Social Security), these employees are ineligible for the

City's other benefit programs. Temporary/seasonal employees will generally not work beyond the season for which hired.

202 Employment Reference Checks

To ensure that individuals who join the City work force are well-qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all applicants.

The City Human Resources Department will respond to all reference check inquiries from other employers.

203 Probationary Period

The probationary period is intended to give newly hired and/or promoted employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Failure to satisfactorily complete the probationary period will result in the termination of employment.

All new, rehired, and/or promoted employees work on an introductory basis for the first six months after their date of hire and/or promotion (with the exception of Charter Officers or other contracted employees). Police Officers and Firefighters are governed by the appropriate collective bargaining agreements.

Newly hired and/or promoted employees are not eligible to apply for another City position until satisfactorily completing their probationary period.

204 Employment Applications and Documents

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented on employment forms used throughout the hiring process and after employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Résumés will not be considered in lieu of an application.

205 Pay, Performance Evaluations, and Increases

Pay of hourly employees is set within the range of the grade of the position for which employed. Merit pay increases are based on performance evaluations received. The agreements between the City and the unions govern pay increases for union-covered positions.

Positions are graded and pay is determined by the pay range established for the grade. The rate of pay is determined by the pay range, qualifications of the employee, and other relevant factors.

Newly hired employees will receive a probationary evaluation upon the completion of six months of service and may be eligible for a merit increase at the discretion of the appropriate Department Director.

Annual merit-based pay adjustments of up to six percent are awarded by the City to salaried employees in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the formal performance evaluation process.

It is the policy of the City of Fernandina Beach to evaluate employees who are paid under the Classified Service Pay Schedule on October 1 of each year. Annual appraisals will be completed within thirty calendar days of the beginning of the fiscal year. Employees that have completed their probationary period will be reviewed and will be eligible for a merit pay increase on October 1.

Annual merit increases will be based on the overall performance rating as follows:

- A Rating of 5: 6%
- A Rating of 4: 4%
- A Rating of 3: 2%
- A Rating of 2: no increase
- A Rating of 1: no increase

Employees who have reached the maximum of the pay range for their position will receive merit pay increases at one-half of the evaluation merit rate.

An employee who fails to achieve a satisfactory rating as part of an annual performance review may be placed in a ninety-day Performance Improvement Period (PIP). Following completion of the ninety-day PIP, the employee will be further evaluated. Failure to achieve the minimum rating on the subsequent review will result in the proposed separation of the employee for substandard performance.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of the employee's initial period of hire, known as the probationary period. Additional formal performance evaluations are conducted on an annual basis to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

At the discretion of the City Manager, a lump sum payment of up to \$1,500 may be awarded for an employee who achieves a state license or certification that would exceptionally benefit the City.

301 Employee Benefits

Eligible City employees are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employment classification. Department Directors or the Human Resources Department can identify the programs for which employees are eligible. Details of many of these programs can be found elsewhere in this policy manual.

The following benefit programs are available to eligible employees:

- Bereavement Leave
- Deferred Compensation Plan
- Educational Assistance
- Employee Assistance Program
- Family and Medical Leave
- Health Insurance
- Holidays
- Jury Duty Leave
- Term Life Insurance and Supplemental Life Insurance
- Military Leave
- Pension Plan
- Personal Leave (Salaried Employees)
- Sick Leave Benefits
- Vacation or Paid Time Off
- Workers' Compensation

Some benefit programs are funded by the employee in total or partially, but many are paid by the City.

302 Vacation Benefits

Vacation leave with pay is available to regular full-time employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees hired prior to March 1, 2005, are eligible to earn and use vacation leave as described in this policy or as otherwise described in agreements between the City and recognized employee unions. Full-time employees in United Brotherhood of Carpenters and Joiners (UBC)-covered positions hired after October 1, 2004, and full-time General employees in salaried, exempt positions hired after March 1, 2005, have Paid Time Off (PTO) available. See Section 304 for more details on this plan.

The amount of paid vacation leave provided each year increases with the length of employment at specific intervals. Once an employee enters an eligible employment classification, the employee begins to earn vacation leave according to a specific schedule. Employees covered by collective bargaining agreements should refer to the appropriate contract for specific information on leave accruals.

Salaried, exempt employees hired prior to March 1, 2005, accrue vacation leave as follows:

Years of Service	Accrued hours per pay period
0 to 2 Years – 80 hours (10 days)	3.08 hrs. per pay period
2 Years less than 10 Years – 120 hours (15 days)	4.62 hrs. per pay period
10 Years less than 20 Years – 160 hours (20 days)	6.16 hrs. per pay period
20 Years and above – 200 hours (25 days)	7.70 hrs. per pay period

The length of eligible service is calculated on the basis of a “benefit year,” which is one year from your anniversary date. This is the twelve-month period that begins when the employee starts to earn vacation leave. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation (see individual leave of absence policies for more information).

Vacation leave is paid out at the employee’s base rate at the time vacation leave is used. It does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials.

Employees may carry vacation leave forward from one benefit year to another benefit year not to exceed the vacation leave benefit for which the employee is entitled for the new benefit year. Example: An employee who completes two years of service at the end of the benefit year may carry over 10 days of vacation into the new benefit year as the employee receives a higher earning rate in the new benefit year. This maximum carryover cannot be exceeded unless extenuating circumstances exist (e.g. long-term illness, exigencies of work or other factors that are in the best interest of the City and the employee) that are approved by the City Manager.

Upon termination, employees will be paid for unused vacation leave earned.

303 Paid Time Off (PTO)

Full-time UBC-covered employees hired after October 1, 2004, salaried employees hired after March 1, 2005, , and full-time employees in Coastal Florida Police Benevolent Association (CFPBA)-covered positions hired after October 1, 2013 shall not be eligible for vacation time or for sick leave, but instead shall be entitled to Paid Time Off (PTO).

Full-time UBC-covered employees hired prior to October 1, 2004 and all salaried employees hired prior to March 1, 2005 have the option to convert to the Paid Time Off program during annual open enrollment. In this case, the employee's existing vacation leave balance is transferred to the paid time off account. The employee's existing sick leave balance shall remain.

Full time employees with PTO benefits will accrue leave as follows:

Years of Service	Days/Hours
Less than 1 year	15 days (120 hours)
1 year, but less than 5 years	20 days (160 hours)
5 years, but less than 10 years	25 days (200 hours)
10 years, but less than 15 years	28 days (224 hours)
15 or more years	32 days (256 hours)

Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken. Employees will be eligible to use PTO as accrued. The City does not require employees to retain a minimum balance of accrued PTO.

Employees may carry forward unused PTO up to a maximum of 1200 hours, however, PTO hours accumulated have no cash value, and may not be paid out in any manner, including at separation, retirement, or termination.

Employees who convert from sick/vacation leave to the PTO option may have accrued sick leave time as of the date of their election agreement, which is kept in a separate bank and may be used in accordance with the sick leave policy. Section 62-269 of the City Code governs sick leave sell-back of any applicable sick leave remaining in this bank on the employee's departure from the city.

304 Sick Leave Benefits

The City provides paid sick leave to all regular full-time employees, with the exception of those employees covered by the Paid Time Off (PTO) plan. Full-time employees in UBC-covered positions hired after October 1, 2004, full-time salaried employees of the classified service who are hired after March 1, 2005, and full-time employees in CFPBA-covered positions hired after October 1, 2013 are covered under the PTO plan (see Section 304).

Eligible employees accrue sick leave benefits at the rate of twelve days per year (one day for every full month of service). Sick leave benefits are calculated on the basis of a “benefit year,” the twelve-month period that begins when the employee starts to earn sick leave benefits. The maximum sick leave accumulation is 1200 hours unless specifically modified by an agreement between the City and a recognized labor union. Employees may use sick leave accrued without a waiting period.

Eligible employees may use sick leave benefits for an absence due to personal illness, medical appointment, injury, or for that of a family member’s illness, medical appointment, or injury.

Employees who are unable to report to work due to illness or injury should notify a direct supervisor before the scheduled start of the workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician’s statement may be required to verify the disability and its beginning and expected end dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Sick leave benefits may be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers’ compensation, or City-provided disability insurance programs as long as the employee is available to return to work on a light duty basis as soon as released by the attending physician. The combination of any such disability payments and sick leave benefits cannot exceed the employee’s normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1200 hours of sick leave benefits. If the employee’s benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave sell-back may apply to certain union-covered employees depending on the employee’s date of hire and specific guidance is contained in each of the union agreements. Sick leave sell back for exempt (non-union) may apply depending upon employee’s date of hire and in accordance with Section 62-269 of the City Code.

In accordance with City Ordinances, Section 62-269, if an employee has worked with the City for a minimum of ten (10) years prior to December 7, 1999, and has reached the eligible early or

normal retirement age (as defined in applicable pension plans and union contracts) and retires or dies, the employee will be paid for all accumulated sick leave. An employee hired after December 7, 1999, will not be eligible to be paid for any accumulated sick leave upon death, retirement or separation from employment. If an employee hired prior to December 7, 1999, has worked for the City for a minimum of three (3) but less than ten (10) years prior to December 7, 1999, and has reached the early or normal retirement age and retires or dies, employee will be paid for all accumulated sick leave, up to a maximum of 700 hours. If an employee hired prior to December 7, 1999, has worked for the City for less than three (3) years prior to December 7, 1999, and has reached the early or normal retirement age and retires or dies, employee will be paid for all accumulated sick leave, up to a maximum of 300 hours.

If an employee has not reached the eligible early or normal retirement age and leaves City employment and is entitled to a sick leave payment, the employee shall collect an amount for sick leave which shall be discounted at the rate prevailing in accordance with the Five Year Treasury Constant Maturity index rate in effect thirty days prior to the employee's separation date.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury to self or a family member and may not be used for any other absence. Employees may substitute any accrued vacation leave for sick leave.

305 Sick Leave/PTO Donation

By written consent of any employee, accrued sick leave/PTO may be donated to a fellow employee under the terms and conditions outlined herein:

- All full-time employees are eligible to donate/receive sick leave/PTO
- The use of donated leave must be due to the employee's own serious health condition or maternity leave and cannot be used for elective surgery. Time off to care for a family member is not covered for purposes of this section.
- The employee is not eligible to receive benefits under any other governmental program (such as workers' compensation).
- The recipient shall have exhausted all personally accrued paid leave.
- The employee must be projected to be able to return to work or pending disability retirement.
- All sick leave donations will be posted to the fellow employee's leave account, on a pay period by pay period basis, for only the hours needed in that pay period. Once the hours needed for that pay period are donated, the Department Director will not accept any further donations and the donor's form will be returned to the donor. No employee shall be allowed to bank donated hours above those hours needed for any one pay period.
- The maximum donation allowed per incident from any one employee is forty hours. Employees donating leave must have a remaining minimum leave balance of eighty hours.
- All requests for donations must be made in writing by the employee through the Department Director to Human Resources.
- This policy shall not be subject to any grievance procedures.

- Any tax obligations from donated leave shall be the recipient employee's responsibility.
 - All benefits of the recipient employee will continue.
- Sick leave donation forms are available in the Human Resources Department.

306 Holidays

The City will grant holiday time off to eligible employees for the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees

To be eligible for holiday pay, employees must work the last scheduled workday immediately preceding and the first scheduled workday immediately following the holiday or be in approved leave status on these days. Regular part-time employees must be otherwise scheduled to work on the holiday in order to be eligible for holiday pay.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Other days of holiday observance may be required and when this occurs, the days to be observed as holidays will be announced in advance to the work force. For those employees who are rotating seven day a week schedules, such as police officers, the holiday is generally observed the day on which it falls. If an employee works on a holiday, they shall be given a compensatory day off or receive holiday pay in addition to pay for hours worked.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Part-time and temporary/seasonal employees who are required to work on a City- recognized paid holiday will be compensated at 1 ½ times their hourly rate of pay. Regular, non-exempt union-covered employees shall refer to the respective collective bargaining agreement for more information on paid holidays.

307 Accident/Incident/Injury Reporting and Workers' Comp

The City provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

An employee who is involved in an accident, incident, or sustains a work-related injury or illness should inform a supervisor immediately. No matter how minor an on-the-job accident, incident, or injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. An accident/incident/injury report form must be submitted to Human Resources immediately.

Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.

An employee who sustains an injury resulting in disability which is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not exceeding thirteen weeks. While being carried in full pay status, any compensation received by the employee from the Workers' Compensation carrier shall be submitted to the City Finance Department. Under no circumstances shall the employee receive more than one hundred percent of regular earnings while on Workers' Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the employee.

Neither the City nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

308 Bereavement Leave

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

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

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

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor’s approval, use any available paid leave for additional time off as necessary.

309 Personal Leave

The City grants four days of personal leave on a fiscal year basis to salaried, exempt employees. Personal leave not used during the fiscal year in which granted will be forfeited. Personal leave has no cash value and unused personal leave shall not be compensated at the time of separation, retirement, or termination.

310 Jury Duty

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required.

A regular full-time or regular part-time employee who is summoned to jury duty will be granted administrative leave and will be paid his/her regular rate of pay during such absence. If released by the court prior to the end of the employee’s normally scheduled workday, the employee is expected to return to work.

Jury duty will be calculated on the employee’s base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty services.

Employees must show the jury duty summons to a supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

The City will continue to provide health insurance benefits for the full term of the jury duty absence.

311 Educational Assistance

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills, advance or enhance their ability to compete for reasonably attainable jobs within the City.

The City may provide educational assistance to all regular full-time employees who have completed 180 calendar days of service in an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Educational assistance is available as long as the department's budget will support the program.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. For educational opportunities which result in college credits, see Section 315, Tuition Reimbursement. The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Human Resources Director for more information or questions about educational assistance.

The City will reimburse employees upon completion of their courses for their voluntary participation in educational assistance courses. Reimbursement will include the cost of courses and the reasonable cost of books. Employees may receive reimbursement for no more than two courses in any one semester. To be reimbursed, the employee must attain a final grade of a "C" or satisfactory completion whichever applies. The City's program does not include being excused from the regular work schedule to attend voluntary educational assistance programs.

While educational assistance is expected to enhance employee's performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to advancement, a different job assignment, or pay increases.

The City invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee separates from employment with the City within two years of the last educational assistance payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay

the original educational assistance payment on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the educational assistance payment to determine the amount owed the City.

312 Tuition Reimbursement

What is it? The Tuition Reimbursement Policy is designed to provide reimbursement for undergraduate or graduate level courses that may improve job performance or enhance career opportunities within the City of Fernandina Beach.

Who is eligible? An employee is eligible if:

- The employee is an active full-time employee of the City of Fernandina Beach
- The employee has a minimum of six months of service with the City of Fernandina Beach
- The employee has satisfactorily completed an initial probationary period prior to the first meeting date of the intended course(s).

Exception: *Employees on a Personal Improvement Plan (PIP) are not eligible.*

What courses are covered? Courses are covered as follows:

- Undergraduate, graduate, or vocational courses (including online) which meet all the following criteria:
 - Help improve job performance or career advancement opportunities within the City of Fernandina Beach (or are requirements in a degree program that does so).
 - Are offered by an accredited college, university, or technical/trade school.
 - Result in college credits.
- Preparatory courses required for General Education Development (GED) programs, as well as the actual GED test.
- Courses for Portfolio credit, College Level Examination Program, and life experience courses, if these are a part of a pre-approved degree program.

What is not covered? Courses not covered include:

- Undergraduate, graduate, or vocational courses and programs which:
 - are offered by a **non**-accredited college, university, or technical/trade school
 - do **not** result in college credits
- Degree programs that do not help improve job performance or career advancement opportunities within the City of Fernandina Beach.
- Doctoral programs, law degrees, etc.
- Refresher courses to prepare for an examination required to obtain a professional license (such as Professional Engineer, Certified Public

- Accountant, State Bar, etc.), as well as the fees for such examinations.
- Courses that duplicate courses offered by the City of Fernandina Beach
- Courses or seminars awarding Continuing Education Units (CEUs)
- Microsoft and other software certification programs

What is meant by an accredited school?

Accredited schools are those that meet acceptable levels of educational quality and standards as set forth by one or more of the following agencies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Accrediting Commission for Senior Colleges and Universities
- Accrediting Commission for Community and Junior Colleges
- Any other accrediting organization belonging to the Council for Higher Education Accreditation

NOTE: Information on school accreditation is generally provided in school catalogues.

What expenses are eligible?

The maximum amount available per employee for reimbursement in a fiscal year is \$5,000. Eligible expenses are those actually paid by the employee and not otherwise paid or reimbursed by scholarship, grant, or other qualifying benefits (such as Veterans Administration benefits) or refunded by the school. **Consistent with IRS guidelines, expenses will count toward the annual maximum in the calendar year in which the payment is made, irrespective of when the expenses were incurred, or when the reimbursement application was submitted.**

Eligible expenses are those paid for:

- Tuition
- Fees for application, registration, laboratory or library use, on-line quizzes and test access
- Textbooks per course up to \$100

NOTE: Itemized receipts are required.

What expenses are not eligible?

Expenses not eligible for reimbursement include:

- Parking fees
- Student Activity fees
- Deferral fees
- Late fees or service charges

When must approval be obtained?

Approval is required from the appropriate Department Director prior to enrollment in:

- A program to pursue an appropriate undergraduate or graduate degree; it

is not necessary to obtain subsequent approvals for classes associated with such degree programs.

- Classes covered by this policy which are taken on an ad hoc basis, vocational courses, or GED preparatory classes.

What are the minimum standards?

To receive reimbursement for a course, an employee must earn:

- At least a "B" (or "Pass" in a Pass/Fail grading system) in graduate courses.
- At least a "C" (or "Pass" in a Pass/Fail grading system) in all other courses.

What if a course cannot be completed due to external circumstances?

Reimbursement may be approved if any of the following prevent completion of coursework:

- Personal illness/injury which causes sustained absence from class (documentation required from a physician and school).
- Military leave of absence; (documentation required from military authorities and school).

NOTE: Expenses eligible for reimbursement in these situations are those actually paid minus any relevant refunds.

How do resignations, retirements, or terminations affect reimbursement?

Resignations, retirements, or terminations before course completion disqualify an employee for reimbursement. Additionally, if an employee similarly separates from City employment within two years of a tuition reimbursement, the employee will be required to repay the reimbursement on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the tuition reimbursement to determine the repayment amount.

What are the tax implications on reimbursements?

To determine if a reimbursement is taxable, complete the "Taxability Declaration - Graduate" form which is included with the application (for information on obtaining an application, refer to the section "What is the application process?").

Are dependents eligible for reimbursement?

No, the Tuition Reimbursement Policy is designed to assist only employees.

Rights and Responsibilities

It is the employee's responsibility to comply with the terms of the policy and to track the amount(s) reimbursed. The City of Fernandina Beach has the right to audit expenses, require additional documentation, and discipline employees who violate the terms of this policy or otherwise abuse the program. The City of Fernandina Beach has the right to suspend or cancel this program or change the terms of the policy at any time.

Other

Questions regarding this program may be directed to the Human Resources

Questions? Director.

What is the application process? To apply, follow these steps:

Step	Action
1	Prior to enrolling in a course or program, discuss the intent to pursue additional education with the appropriate Department Director. With the Department Director's consent, obtain a City of Fernandina Beach Application for Tuition Reimbursement from the Human Resources Department.
2	Complete all fields according to the instructions and sign the application.
3	Complete and sign the "Taxability Declaration - Graduate" form if requesting reimbursement for a graduate course (this form is included with the application).
4	Submit the completed application forms to the appropriate Department Director for final review and approval (retain copies for personal records).

How is reimbursement completed? To get reimbursed, follow these steps:

Step	Action
1	Complete "Other Eligible Expense" on the approved application form, including a summary of all expenses.
2	Attach the following paperwork to the approved application and Taxability Declaration form (where applicable): • Itemized receipts from all eligible expenses including tuition • Official documentation (transcript) from the school. • Other documentation as needed (refer to the section "What if a course cannot be completed due to external circumstances?")
3	Submit completed documents to the appropriate Department Director for final approval.
4	Within ninety days of course completion , submit the original application, Taxability Declaration form, receipts, and documentation to the Human Resources Department (retain copies for personal records).

313 Health Insurance

The City's health insurance plans provide regular full-time employees and their dependents access to medical and dental insurance benefits. Employees are eligible for health benefits on the first day of the first month following completion of thirty days of service.

Eligible employees are provided basic medical insurance coverage at no cost. If an employee chooses an enhanced medical plan, the employee must pay the difference between the basic cost and the enhanced plan cost. Employees may purchase medical insurance for dependents as well and the City will fund a percentage of the cost. For employees hired prior to October 1, 2013, the City will fund fifty-five percent of the cost of dependent coverage. For employees hired on or after October 1, 2013, the City will fund fifty percent of the cost of dependent coverage.

The City's dental insurance plan is available for purchase by eligible employees. Employees are responsible for the full cost of coverage at the City's group rate. Employees may purchase coverage for themselves as well as dependents.

Eligible employees may participate in the health insurance plans subject to all terms and conditions of the agreement between the City and the insurance carriers.

The City's group health insurance plans are available to eligible City retirees; however, retirees are responsible for the full cost of coverage at the City's group rate. Retirees may purchase coverage for themselves as well as eligible dependents.

Details of both plans are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Human Resources Department for more information about health insurance benefits.

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rate plus an administration fee. The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under City's health insurance plan. The notice contains important information about the employee's rights and obligations.

314 Life Insurance

Life insurance offers financial protection. The City provides a basic life insurance plan with coverage equal to an employee's annual earnings for regular full-time employees. Additional supplemental insurance and/or dependent life insurance coverage may also be purchased by employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided for regular full-time employees at no cost to the employee.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

The City's group basic life insurance is available to City retirees, subject to eligibility rules. Retirees are responsible for the full cost of coverage at the City's group rate. Retirees may purchase basic life insurance coverage for themselves only.

Details of the basic life insurance plan including benefit amounts are described in the Certificate of Coverage provided to eligible employees and retirees. Contact the Human Resources Department for more information about life insurance benefits.

Employees (non-retirees) may convert the group policy to an individual policy upon termination of employment from the City.

315 Deferred Compensation Program

The City provides a voluntary 457(b) deferred compensation programs for all employees. The deferred compensation programs allow employees to invest money into various funds administered by the Deferred Compensation Plan Administrators.

Contributions to the plans are made by payroll deduction. The City provides no matching funds. An employee may defer a percentage or a specific dollar amount of salary or wages. Employees may wish to consider using a percentage, as the amount of the contribution would increase proportionately in relation to higher compensation without any further action required. Employees may increase, stop, and start contributions as often as desired without fees or penalties through the plan administrator.

Employees interested in the deferred compensation programs should contact the Human Resources Department.

316 Recreational and Other Benefits

Golf Privilege - The Fernandina Beach Golf Club is a popular municipal golf course. All employees are eligible to play golf (including the use of cart, if desired) at the City Course at a reduced rate. This privilege is subject to availability as determined by the Golf Pro.

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The City operates two recreation centers: the Atlantic Recreation Center and the Martin Luther King Recreation Center, the Peck gymnasium, and the Bosque Bello Cemetery.

Pool Privilege - Employees, retirees, and their immediate families* have pool privileges year-round for the pools during public swim/lap and swim program hours at the City's two Recreation Centers at no charge.

Fitness Room Privilege - The Peck Gymnasium and the Atlantic Center Fitness room offer a variety of cardio equipment, strength machines, and free weights. All employees, retirees, and their immediate families* are allowed free use of this equipment during operating hours.

*Immediate family defined for pool and fitness room/gym privileges shall include employee, employee's spouse and dependent children living in the same household. If employee is a dependent, parents as well as siblings also claimed as dependents are eligible.

Program and Facility Rentals – City employees and retirees qualify for City resident rates for programs and rentals.

Cemetery – All City retirees or employees with a minimum of 15 years of consecutive part-time or full-time employment shall receive 50 percent off the City resident purchase price of a single lot with a maximum of one lot to be purchased at the discounted price in the Bosque Bello cemetery. Lots purchased at a discount shall be used for immediate family only.

317 Employee Pension Plans

The City has established pension plans for General Employees, Firefighters, and Police Officers to provide employees with enhanced security upon retirement.

Regular full-time employees, with some exceptions, are required to participate and contribute to the plans, and therefore will be automatically enrolled. The employee contribution amounts may increase from time to time, as set forth by City Ordinances. Each plan has normal and early retirement eligibility criteria and a disability retirement provision. For additional information, please review the appropriate summary plan description.

Employees who leave employment with the City have the option of retaining funds in the plan or withdrawing the funds contributed. Funds contributed by employees and withdrawn will equal the amount contributed without interest.

318 Credit Union and Banking

Some local banks have agreed to provide reduced banking costs for City employees. Employees should check with the bank of choice in order to take advantage of the services provided. Direct deposit request forms may be obtained in the Human Resources Department and are also located in the Employees section of the City website.

319 Employee Assistance Program

The City cares about the health and well-being of its employees and recognizes that a variety of personal issues can disrupt both personal lives and work lives. While many employees successfully cope with such issues individually or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), the City provides confidential access to professional counseling services for help in confronting such personal issues as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members, offering problem assessment, short-term counseling, and additional referrals to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard employee privacy and rights. Information given to an EAP counselor may be released only to the affected employee and only if personally requested in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner.

Employees incur no cost to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. Any costs associated with private services may be covered by the employee's health insurance. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if ignored: no issue is too small or too large, and a professional counselor is available for assistance- call the EAP at (800) 955-6422

401 Timekeeping

Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

All employees should accurately record work time, as well as the beginning and ending time of each meal period. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to review time records to certify the accuracy of all time recorded. Department Directors will subsequently review and approve the time record before submitting it for payroll processing.

402 Paydays

Employees are paid on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on upon a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, if drawing a traditional paycheck, the employee's paycheck will be available upon return from vacation (directly deposited funds are available immediately on the respective payday).

Employees may have pay directly deposited into their bank accounts with advance written authorization to the City. Employees will receive an itemized statement of wages when the City makes direct deposits.

403 Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of the most common circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Discharge – involuntary employment termination initiated by the organization.
- Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

The City will generally schedule exit interviews at the time of employment termination, except in the case of an involuntary employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the City, or return of City-owned property. Suggestions, complaints, and questions can also be communicated.

Employee benefits will be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

404 Administrative Pay Corrections

The City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event of an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible.

405 Pay Deduction and Setoffs

The law requires that the City make certain deductions from every employee's compensation: most commonly, applicable federal, state, and local income taxes. The City also must deduct Social Security taxes on each employee's earnings up to a specified limit (the Social Security "wage base"). The City matches the amount of Social Security taxes paid by each employee.

The City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation for City-sponsored benefit programs.

Pay setoffs are pay deductions taken by the City, usually to help pay off a debt or obligation to the City or others. Should an employee be obligated to re-pay the City for a debt or obligation, the employee must make payment arrangements with the City, either by payroll deduction or direct

payment. A signed authorization form is required prior to any pay setoffs or payroll deductions (excluding court ordered deductions).

If an employee fails to make such arrangements within thirty days of incurring the debt/obligation, the City will prepare a re-payment schedule and will advise the employee (in writing) of the payroll deduction to be made, and will provide at least two weeks advance notice before the deduction is taken, except in the case of the employee's resignation or termination of employment. Under no circumstances may an amount in excess of ten percent per pay period of the pay of such employee be required as part of a repayment schedule or plan.

Questions related to payroll deductions should be directed to the Finance Department.

501 Safety and Health

The safety and well-being of City employees and citizens is of critical importance to the organization. To assist in providing a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program. This program is a top priority for the City. The Safety Committee and all City supervisors/management have responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, e-mail, bulletin board postings, memos, or other communications. A labor-management safety committee, composed of representatives from throughout the organization, has been established to monitor the City's safety program and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition, injury, accident, or incident to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Driver Safety

Employees required to drive on City business at any time will be expected to consistently apply and follow all the procedures below.

Procedures

- All employees are expected to wear seat belts at all times while in a moving vehicle being used for City business, whether in the vehicle as the driver or a passenger, in accordance with FL Statutes.
- Use of handheld cell phones, whether personal or City-owned, while behind the wheel of a moving vehicle being used on City business is discouraged.
- Although the use of cell phones under any circumstances is discouraged while driving, the use of hands-free technology may be warranted in certain circumstances.
- Engaging in other distracting activities including, but not limited to, eating, reading, or manipulating the radio, is also strongly discouraged while driving, even when in slow-moving traffic.
- Use of alcohol, drugs, or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- Tobacco use, in any form, is prohibited in City vehicles.
- All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
- Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
- Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
- Employees must promptly report any vehicle accidents to local law enforcement as well as to the City in accordance with established procedures [details below].
- Employees are also expected to report any moving or parking violations received while driving on City business and/or in City vehicles.

Vehicle Accident Procedures

- If life-threatening injuries occur, call 911 immediately; for minor injuries, contact Amelia Urgent Care (AUC).
- Notify local law enforcement and request an accident report to be completed at the scene of the accident.
- Provide license, insurance, & registration as requested.
- Cooperate fully with law enforcement personnel.
- Contact immediate supervisor/Department Director.
- Assist supervisor/person in charge where injury/accident/incident occurred in completing a Report of Injury/Accident/Incident by providing all necessary information.
- Contact Fleet Maintenance.

A City of Fernandina Beach supervisor will initiate notification to Amelia Urgent Care, and then ensure that an escort accompanies the employee(s) needing services. For coordination, the cell

phone number of the patient's escort or Supervisor will be provided to AUC. Please allow between thirty- and sixty-minutes response time to meet at the AUC office.

The City may require substance abuse testing for any employee involved in an accident while on duty, whether on or off the City's premises in a City vehicle or while operating City owned or rented equipment in accordance with the City's vehicle use policy.

If determined necessary, drug testing should be performed immediately following the accident and is to be handled by Amelia Urgent Care. For out-of-town accidents, contact the Human Resources Department for the nearest location of an authorized drug testing center.

502 Work Schedules

With the exception of public safety shift workers and other employees covered by a collective bargaining agreement, the normal work schedule for all regular full-time employees is eight hours per day, five days per week, typically 8:00 AM to 5:00 PM (including one hour for lunch). Changes to those hours must be approved by the City Manager, although occasional staffing needs and operational demands may necessitate variations to either or both the schedule and number of hours. Supervisors will advise employees of the times their schedules will normally begin and end.

It is the policy of the City to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. Employees should not be scheduled to work more than sixteen hours consecutively (excluding firefighters) unless it is an extreme emergency and regardless of whether the employee volunteers for the overtime work.

503 Use of Phone and Mail System

To keep lines clear for City business, employees should discourage incoming personal calls. Employees should practice discretion when making local personal calls. Personal use of the telephone for long-distance and toll calls is not permitted.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the caller and disconnect only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

MOBILE DEVICE POLICY

The City of Fernandina Beach adopts Chapter 119, Florida Statutes, hereinafter referred to as the "Public Records Law," including all exemptions provided in the Florida Statutes, as presently enacted and, hereafter amended, and as may be construed by the courts and Attorney General, as the City's policy regarding the public's right to inspect and copy public records. Pursuant to section

119.011(12), Florida Statutes, "public records means all documents, papers, letters, books, maps, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law [or City of Fernandina Beach Code] or in connection with the transaction of official business by any agency." The term "public records" is not limited to traditional written documents.

It is the policy of the City of Fernandina Beach that all public records shall be open for inspection by any person at any reasonable time and under reasonable conditions as provided by Section 119.07(1) (a), Florida Statutes. No person shall be required to show his/her purpose or special interest as a condition to inspect public records. A request for public records may be made verbally or in writing.

Each official and employee is the custodian of his or her own public records, including any public records created or existing on the official or employee's personal device or City-owned mobile device or other personal or City-owned property, such as a computer, laptop or tablet. As a result, each official and employee is responsible for maintaining his or her own public records and complying with the Public Records Law.

Employees/officers eligible for issuance of a City-owned cellular device or the cellular device allowance include those whose job duties regularly include emergency call back, irregular work hours, other job-related factors which require the employee to routinely utilize a cellular telephone, and where the use of a cellular telephone routinely enhances their ability to perform the work of the City during normal work hours. These include staff whose job responsibilities require them to be away from an office land line but also require them to routinely have telephone contact when they are away from the office. Employees/officers may, at their discretion, choose extra compensation in the form of a personal cellular telephone allowance in lieu of being issued a City-owned cellular telephone. It is the preferred method of the City for employees/officers to conduct City business on a City-owned cellular telephone.

The City will not expect, encourage, or require an employee/official to provide or use a personal mobile device to perform any of the employee's/official's assigned job duties or responsibilities. City business transacted on a personal mobile device may be subject to disclosure under the Public Records Law. Furthermore, transacting City business on a personal mobile device may result in a request to inspect the personal mobile device or its contents; thereby placing in jeopardy the privacy of communications that do not meet the definition of "public record" under the Public Records Law. If an employee/official decides to use his/her personal mobile device to transact City business, it shall be the employee's/official's responsibility to take all appropriate steps at his or her own cost to ensure that any public record generated on such device is retained in accordance with the Public Records Law and, if necessary, the Public Record may be produced for inspection and examination upon request.

Employees conducting City business on a personal device or City-owned device shall have no expectation of privacy as it relates to City business records. Employees with City-owned devices should refrain from personal calls, texts, and other communication on their business phones.

Voicemail messages, texts, and cellular telephone records created in the course of conducting City business are considered public record and subject to public review under Chapter 119 of Florida State Statutes. All bills for cellular telephones receiving a City allowance are subject to public record and review upon a public record request.

Official City business should not be communicated via text message, except in the course of incidental messages (example: "The staff meeting has been moved to the conference room"). If text message exchanges involve City business, it is the responsibility of the employee to forward any such message to their work email address to preserve the record. Deletion of text messages and voicemails on City-owned or personal cellular telephones without preserving the record is prohibited.

However, nothing in this policy shall be construed or interpreted to mean that an employee/official who uses a personal mobile device to conduct City business forfeits any individual rights to protect against or prevent the disclosure of communications that the employee/official believes do not meet the definition of a "public record."

504 Use of Tobacco Products

In keeping with the City's objective of providing a safe and healthy work environment, smoking or the use of tobacco products is not permitted in any City building, vehicle, or equipment and is permitted only in outside areas specifically designated as "smoking areas".

This policy applies equally to all employees, customers, and visitors.

505 Rest and Meal Periods

Each workday, regular full-time non-exempt employees are provided with two rest periods of fifteen minutes in length. To the extent possible, rest periods will be provided in the middle of work periods. Employees in a break status should not interfere with the work of those employees not in a break status. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All regular full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

506 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for, or may be assigned overtime work. All

overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence except a holiday will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

507 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City's property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees in certain positions are authorized to use City vehicles from place of residence to/from work location on a case-by-case basis.

Please notify a supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

Please refer to the City's Vehicle Usage Policy for more detailed information concerning the use of equipment and vehicles.

508 Emergency Closings

At times, emergencies such as severe weather, fires or power failures can disrupt City operations. In extreme cases, these circumstances may require the closing of operations at the discretion of the City Manager. In the event that such an emergency occurs during nonworking hours, local radio and/or television stations broadcast notification of the closing.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

509 Travel and Training

The City will reimburse employees for reasonable business travel expenses incurred while away from the normal work location for training and other official business purposes. All business travel must be approved in advance by the appropriate Department Director. Department Director travel must be approved by the City Manager.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

Employees are expected to limit expenses to reasonable amounts. Per Diem allowances for each meal will be authorized for employees on official travel.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within ten calendar days. Reports should be accompanied by receipts as applicable.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action up to and including termination of employment.

510 Computer and E-mail Usage

Computers, computer files, the e-mail system, and software furnished to employees are City property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

The City strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The City purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the

software developer, the City does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The City prohibits the illegal duplication of software and its related documentation. No personal software will be loaded on any City computer without specific authorization.

511 Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the City to some employees to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive internet usage.

All internet data that is composed, transmitted, or received via City computer communications systems is considered to be public records of the City, and, as such, is subject to disclosure to any person or party. Consequently, employees should always ensure that the business information contained in internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the -internet remain at all times the property of the City. As such, the City reserves the right to monitor internet traffic, and retrieve and read any data composed, sent, or received through online connections and stored on computer systems.

Data that is composed, transmitted, accessed, or received via the internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, color, age, sex, gender, religious or political beliefs, national origin, disability, military or veteran status, familial status, marital status, sexual orientation, gender identity, gender expression or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the internet. Employees are also responsible for ensuring that the person sending any material over the internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the internet. All downloaded files should be checked for viruses. All compressed files should be checked before and after decompression.

Abuse of the internet access provided by the City in violation of law or the City policies may result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and may result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password
- Copying, pirating, or downloading pirated software and electronic files
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation.
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

512 Social Media

The use of social media presents certain risks and carries with it certain responsibilities. To assist in making responsible decisions about the use of social media, the City has established these guidelines for appropriate use of social media while employed by the City. This policy applies to all employees and temporary personnel who work for the City.

Definition

Social media includes all means of communicating or posting information or content of any sort on the internet, including web logs or blogs, journals or diaries, personal web sites, social networking or affinity web sites, web bulletin boards or chat rooms, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Examples of social media tools include, but are not limited to:

- Social networking sites (LinkedIn, Facebook)
- Blogs
- Microblogs (Twitter)
- Digital media sharing sites (Flickr, Picasa, YouTube)
- Discussion groups and forums
- Online encyclopedias (Wikipedia)

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. While online activities are available through the City, these basic guidelines apply to online activities:

- Ultimately, each employee is solely responsible for electronic postings.
- Before creating online content, consider the risks and rewards involved.
- Keep in mind that any online conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects employees, citizens, customers, suppliers, or people who work on behalf of the City, may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines to ensure postings are consistent with this policy. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees, citizens, customers, suppliers and people who work on behalf of the City of Fernandina Beach. Also, keep in mind that work-related complaints

may be more easily resolved by speaking directly with co-workers or by utilizing an open-door policy than by posting complaints to a social media outlet. Nevertheless, if complaints or criticism are posted, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, employees, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be Honest and Accurate

Make sure any postings are always honest and accurate when posting information or news, and if a mistake occurs, correct it quickly. Be open about any previous posts that have been altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors known to be false about the City, fellow employees, citizens, customers, suppliers, or people working on behalf of the City.

Post only appropriate and respectful content.

- Do not create a link between personal blogs, websites, or other social networking sites to the City web site without prior approval from the City's IT Department.
- Never represent personal postings as the official policy of the City of Fernandina Beach.

Using Social Media at Work

The use of social media while on City work time or equipment, unless it is work-related and authorized by an appropriate Department Director and the IT Department is prohibited. Do not use City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation is Prohibited

The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Retaliation against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will not be tolerated.

Any questions regarding the use of social media should be directed to the Human Resources Department.

513 Workplace Violence Prevention

The City is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the City has adopted the

following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees will be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others.

Firearms, including antique firearms, weapons or dangerous materials not directly related to an employee’s job duties are prohibited in the workplace, at job assignments or in City vehicles. Such items include but are not limited to knives, other than normal pocketknives, metallic knuckles, chemical self-defense spray, fireworks, explosives and electric weapons.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s gender, race, religion, color, ethnicity, national origin, military or veteran status, disability, familial status, marital status, age, sexual orientation, gender identity, gender expression or any other characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not jeopardize personal safety. In the event of an incident, refrain from curious behavior. (Note: This does not apply to Police Officers of the City in the performance of official duties).

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring disputes or differences with other employees to the attention of appropriate supervisors or the City Manager before the situation escalates into potential violence.

514 Workplace Bullying

The City defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

The purpose of this policy is to communicate to all employees, including supervisors and managers that the City will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when being investigated. As in sexual harassment, it is the effect of the behavior upon the individual which is important. The City considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing or maligning a person or other family members; persistent name calling, which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks
- **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property
- **Gesture Bullying:** non-verbal threatening gestures, glances which can convey threatening messages
- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting, raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or participate
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors which cannot be documented
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of someone to complete work-related tasks (e.g., over-loading, under-loading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Assigning menial tasks not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.)

- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

601 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

ELIGIBILITY

All regular full-time or part-time employees who have worked for the City for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

CONDITIONS OF LEAVE

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Additionally,

- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the City may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the City and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the City are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period will be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting.

NOTIFICATION REQUIREMENTS

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt City operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

REQUEST PROCEDURES

All requests for family and medical leave should be made by contacting the Human Resources Department. If possible, the request should be made thirty days in advance of the effective date of the leave. The Human Resources department will ask for the following information:

- The date FMLA leave will begin
- The probable/approximate duration of the leave
- The qualifying reason for the leave

The employee will be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resources Department where final approval will be determined.

If the employee takes leave without previously advising the City of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

Employee health insurance benefits will be maintained as if the employee were actively working. The employee must submit a check to the Human Resources Department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternative arrangements may be worked out on a case-by-case basis. Basic life insurance benefits will continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the unpaid leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the City with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the City will assume that the employee has resigned.

602 Personal Leave without Pay

Employees who require time off in addition to paid leave may request personal leave without pay for up to a maximum of thirty days per occurrence. Employees are required to exhaust all available paid leave before unpaid leave will be granted.

All employees employed for a minimum of ninety days are eligible to apply for an unpaid personal leave of absence. Leave must be approved by the Department Director and City Manager. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved.

During leave without pay, employees will not accrue paid leave benefits. Please contact the Human Resources Department for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from City employment. Extensions of leave will only be considered on a case-by-case basis and must be approved by the City Manager.

603 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on

longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave will be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee will be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

701 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees, citizens, and the City organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other City-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct

702 Drug-Free Workplace

It is the City's policy to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

As part of the commitment to safeguard the health of City employees and to provide a safe working environment, the City has established a Drug-Free Workplace Policy. This policy is implemented pursuant to the Drug-Free Workplace program requirements under F.S. 440.102 and the proposed rules of the Department of Labor and Employment Security Division of Workers' Compensation. Employees will receive a copy of the Drug-Free Workplace policy and be asked to sign an acknowledgement.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise those concerns with a supervisor or the Human Resources Director without fear of reprisal.

703 Unlawful Discrimination and Harassment

The City is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of discrimination or unlawful harassment should promptly report the matter to a supervisor, a Department Director, or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Investigation of ~~sexual~~ any harassment complaints shall be in accordance with City Policy Prohibiting Unlawful Harassment contained in Resolution 2000-09.

Any supervisor or employee who becomes aware of possible discrimination or unlawful harassment should promptly advise the Human Resources Director and the City Manager who will jointly investigate the matter in a timely and confidential manner.

Anyone engaging in discrimination or unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

704 Attendance and Punctuality

The City of Fernandina Beach is a service organization, providing important and valuable services to the citizens of Fernandina Beach. In order to accomplish this objective, it is imperative that every employee be present when scheduled to provide the highest level of service possible. Tardiness and absences may result in disciplinary action up to, and including, termination.

The City provides its employees with sufficient vacation, holiday, sick days, or Paid Time Off (PTO) throughout the year. Vacation, PTO, and holidays should be scheduled with the employee's supervisor in advance (at least seventy-two hours for one or two days; two weeks' notice for three

or more consecutive days). In special circumstances, the employee's supervisor may use discretion in approving vacation, PTO, or holidays with less notice.

NO CALL/NO SHOW

Unexpected or unplanned absences (due to illness or injury) should be reported to an immediate supervisor as soon as possible through electronic (text message or email) or telephone communication. Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. Any no call/no show lasting three consecutive working days is considered job abandonment and will result in immediate termination of employment.

Management may consider extenuating circumstances when determining discipline for a no call/no show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

705 Dress Code and Casual Days

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to residents and visitors. Employees are expected at all times to present a professional, businesslike image to customers, outside agencies and members of the public.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Consult a supervisor or Department Director, if necessary, as to what constitutes appropriate attire.

The following minimum dress code shall apply to all employees working in an office setting. Additional requirements may be made at the discretion of department directors for employees in that department.

- Dresses or skirts at a length to modestly allow bending or sitting.
- Shirts should be tucked in unless designed to be worn outside the skirt or slacks.
- Suits or tailored slacks.
- Enclosed shoes, dress sandals. Tennis shoes may be worn if working in the field on a limited basis or while performing housekeeping tasks. Thongs (flip-flops) and scuffs are not permitted.
- Collared shirts.
- For employees having face-to-face contact with outside customers, tattoos, body piercings (other than two earrings per ear) should be covered if possible. Body piercings must not present a safety or health risk while on the job.
- Jeans, or midriff tops are prohibited.

Employees in field or police and fire operations will abide by a dress code established by the department considering safety and public appearance. Department Directors will provide direction to employees with reference to dressing in a safe manner under dangerous working conditions.

At the City Manager's sole discretion, employees may be offered the opportunity to dress in a more casual fashion than is normally required. Friday is currently designated as a "Casual Day" in the City when employees may dress more casually. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, etc. The City Manager may issue more detailed regulations to ensure compliance with this policy.

706 Return of Property

Employees are responsible for all the City property, materials, or written information issued to them or in their possession or control. All City property must be returned by employees on or before the last day of work upon termination of employment.

707 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the City. Although advance notice is not required, the City requests at least 2 weeks' written resignation notice from all employees. Prior to or after an employee's departure, a voluntary exit interview will be offered to discuss the reasons for resignation. In lieu of that, the exit interview form will be mailed to the employee to allow the employee an opportunity to provide input.

Employees who separate from City employment will be paid for any unused vacation leave. A request by the employee to take any available paid leave between the date the resignation is tendered and the last day worked by the resigning employee require the approval of both the Department Director and the City Manager.

In cases of absence without supervisory notice or approval for three consecutive workdays, the City will consider that the employee has voluntarily resigned as a result of the abandonment of the position.

708 Fraternization

Supervisors must conduct themselves at all times in such a way as to allow them to be objective in carrying out their responsibilities such as assigning work, appraising performance, and administering discipline.

Supervisors who engage in romantic or personal relationships with subordinates are subject to compromising their ability to be objective and to treat all employees equally. Additionally, romantic or personal relationships can potentially expose the City to harassment allegations.

Therefore, it is the policy of the City to disallow and expressly prohibit supervisors to engage in a romantic or personal relationship with any employee who is a subordinate of the supervisor. A subordinate of the supervisor is defined for the purpose herein as any employee whom the

supervisor has the ability or responsibility to hire, promote, appraise performance and similar activities, or any employee for whom the supervisor has the ability or responsibility to recommend such actions.

709 Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by the City may not directly solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace; however, employees may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

Examples of impermissible forms of solicitation include:

- The circulation of petitions
- The distribution of literature not approved by the City
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on City bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, the message must be submitted to the Human Resources Director for approval. All approved messages will be posted by the Human Resources Director.

710 Progressive Discipline

It is the policy of the City to administer equitable and consistent discipline for unsatisfactory conduct and performance. The best disciplinary measure is the one that does not require enforcement but comes from good leadership and fair supervision at all employment levels.

The City's own best interest lies in ensuring fair treatment of all employees and in making certain that corrective/disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

All corrective actions, with the exception of informal counseling, are to be documented. All documented, signed corrective/disciplinary actions are to be forwarded to the Human Resources Department and City Manager.

Disciplinary action may call for any one of four steps – oral warning, written reprimand, suspension (with or without pay), or termination of employment – depending on the severity of the problem and the number of occurrences. Although the intent of progressive discipline is to address ongoing issues, extenuating circumstances may arise when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for an oral warning; a next offense may be followed by a written reprimand; another offense may lead to a suspension; and still another offense may then lead to termination of employment. If more than twelve months have passed since the last disciplinary action, the process will normally start over.

The City recognizes that certain types of employee problems are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate discipline or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will initiate progressive discipline.

By using progressive discipline, most employee problems can be corrected at an early stage, benefiting both the employee and the City.

711 Problem Resolution

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the City supervisors and management.

The City strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure contained in the agreements between the City and the unions. No employee will be penalized, formally or informally, for voicing a complaint with the City or for using the problem resolution procedure.

If a complaint situation occurs which does not deal with working conditions, or the interpretation and application of the union contracts, employees are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. The employee presents problem to immediate supervisor after incident occurs. If the employee's immediate supervisor is unavailable or the employee believes it would be inappropriate to contact that person, employee may present problem to the Department Director, the City Manager, or any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary.

Employee presents problem to City Manager in writing for review and consideration. City Manager informs employee of decision. The City Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

800 Life-Threatening Illnesses in the Workplace

Employees with life-threatening illnesses often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure to the extent provided by Florida Public Records law. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Director or the City's Employee Assistance Program for information and referral to appropriate services and resources.

801 Whistle-Blower Protection Act

Employees are expected to report any violation of law by any City employee, official, or business entity with which the City is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.

Employees are expected to report improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the City, a City employee, or a member of the City Commission or any City Board. An employee with knowledge of such actions or activities shall report this

information to the appropriate Department Director or the City Manager for investigation and resolution.

The investigation will be conducted by the City Manager and other staff as necessary, depending on the nature and circumstances of the allegations. Information related to an ongoing investigation will be maintained on a confidential basis to the extent provided by Florida Statute, Chapter 119.

Retaliation against an employee who reports any violation, abuse, or other improper action is strictly prohibited by Florida Statutes, Section 112.3187, by federal law and by City policy.

Disciplinary action, up to and including discharge, may be taken against an employee who knowingly files a false and/or malicious report.

802 Political Activity

The City recognizes the citizen rights of its employees, provided, however, that no employee is engaged in political activity which could conflict with employment with the City. For policy administration purposes, the following are examples of prohibited actions; however, this list is not all inclusive.

- Direct or indirect coercion, command or advice to any employee to pay, lend, or contribute any part of a salary, wages, or anything else of value to any party, committee, organization, agency, or person for political purposes while on duty or while using a badge of official authority.
- Use of official authority or official influence to affect the results of any nomination or election.
- Participation in any political activity while on duty or use of any City equipment or facilities for such activity, and unless required as part of the employee's official City duties and the law.
- Distribution of campaign literature, buttons, or other paraphernalia while on duty, on City property, or in uniform.
- Wearing campaign buttons, etc., while in uniform or while in contact with the public while on duty.

The intent of this policy is to permit meaningful, constructive political participation, but not in those areas where the effectiveness of the employee or the City as a whole would be harmed.

PERSONNEL POLICY MANUAL

EMPLOYEE ACKNOWLEDGEMENT FORM

The Personnel Policy Manual describes important information about the City and my employment, and I understand that I should consult the Human Resources Department regarding any questions not answered.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. All such changes will be communicated to me, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager and, as necessary, the City Commission has the ability to adopt any revisions to the policies in this manual.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I have received a copy of the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

EMPLOYEE'S NAME (printed)

EMPLOYEE'S SIGNATURE:

DATE



City of Fernandina Beach

Personnel Policy Manual

Revised July 16, 2019 by Resolution 2019-

City of Fernandina Beach

Personnel Policy Manual

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Welcome Message from the City Manager

Welcome to the City of Fernandina Beach. I look forward to working with you in serving the community.

Every employee contributes directly to the City's success, and each employee is a valued member of this wonderful staff.

The City has a number of obligations to its citizens and the two most important are: (1) to conduct all City functions in the most efficient and effective manner, and (2) to treat citizens and visitors in a courteous and respectful way.

This manual was developed to describe some of the expectations of employees and to outline the policies, programs, and benefits available to eligible employees. This manual is not intended to state all of the conditions of employment with the City, but rather to provide information on certain policies and benefits currently in effect. These policies may be modified or supplemented at any time as part of the continuous effort to make the City a better place to live and work. Employees should be familiar with the contents of this manual and the Civil Service Section of the City Charter (Article VI), as the Charter contains a number of provisions concerning rights and benefits of City employees not included herein.

These policies apply to all employees of the City. Where any policy is inconsistent with any provision of the City Charter or any collective bargaining agreement to which the City is a party, the City Charter or collective bargaining agreement shall govern the employees to whom it applies. These policies shall supplement the City Charter and shall take precedence and have effect over any inconsistent policy or procedure, except those specifically enumerated in the City Charter or a collective bargaining agreement to which the City is a part.

If you have any questions, please contact the appropriate Department Director, a Human Resources Department representative, or the City Manager.

Again, welcome to the City. I wish for you to have a rewarding and successful time as an employee of the City of Fernandina Beach.

Sincerely,



Dale L. Martin
City Manager

Introductory Statement

This policy manual is designed to provide employees with information about the working conditions, employee benefits, and the policies affecting employment with the City of Fernandina Beach. Employees should read, understand, and comply with all provisions of this manual. It describes many employee responsibilities and outlines the programs developed by the City to benefit employees. One of the objectives is to provide a work environment that is conducive to both personal and professional growth.

No personnel policy manual can anticipate every circumstance or question about policy. The City reserves the right to revise, supplement, or rescind any policies or portion of this manual from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes.

The policies contained herein supersede and replace all prior policies and directives related to personnel and employment.

Mission Statement

The following represents the mission statement of the City of Fernandina Beach. This mission statement was developed with input from the employees. It was formally adopted by the City Commission on July 5, 2000.

We are dedicated to exceptional service to the community to enhance the quality of life and provide for the well-being of our citizens and the environment while preserving our history. We will achieve this through quality employees, teamwork, community involvement and civic duty, fiscal stability, caring, integrity and fairness, responsible planning, and commitment to excellence.

101 Nature of Employment and Oath

Employment with the City is voluntarily entered into, and the employee is free to resign at will at any time. Similarly, the City may terminate the employment relationship at will at any time.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. The provisions of the manual have been developed at the discretion of management and may be amended or cancelled at any time at the City's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Manager.

Employment with the City requires the execution of an Employee Oath that affirms support of the Constitution of the United States and of the State of Florida.

102 Veteran's Preference

In accordance with the provisions of Florida Statutes, Section 295, veterans and spouses of veterans who meet certain criteria are eligible for preference in employment or promotion provided the veteran or spouse possesses the minimum qualifications of the position as outlined in the job description. Such preference does not preclude the hiring (outside hire) of a non-veteran who is more qualified than a veteran; however, in case of a promotion, a veteran who possesses the minimum qualifications of the position shall be promoted.

Veteran's preference does not apply to the following positions with the City:

- City Commissioners
- Appointed board members
- City Manager
- City Attorney
- City Clerk
- Department Directors
- Temporary employees

103 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. The City does not discriminate in employment opportunities or practices on the basis of race, color, religion, ethnicity, gendersex, national origin, age, disability, sexual orientationpreferences, gender identity, gender expression, military or veteran status, familial status, marital status, physical appearance, socioeconomic status, cultural group, political status, belief system, or any other characteristic protected by law.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, the City maintains an affirmative action philosophy to promote opportunities for individuals in certain protected classes throughout the organization.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of an immediate supervisor or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Government Ethics and Conduct

The successful operation and reputation of the City is built upon the principles of fair dealing and ethical conduct of City employees. The City's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The following policies will govern municipal ethics and conduct:

- No City employee shall accept a gift, favor or service from any person, firm or corporation which transacts business with the City in return for any favorable treatment, promise of favorable treatment or any other action by the City employee in accordance with State statutes.
- No City employee shall use or attempt to use his/her position to secure special privileges, favors or exemptions for self or others, except as may be provided by policy and/or law.
- No City employee shall accept employment or engage in any activity which would require the employee to disclose confidential information acquired from the employee's position with the City or disclose confidential information for personal gain or benefit.
- Any City employee who is an officer, manager, agent or member of, or owns an interest in, any corporation, firm, partnership, or other business entity which is subject to the regulation of, or which has substantial business commitments with the City, shall file a sworn statement to this affect with the City.
- No City employee shall transact any official City business with any business entity of which the employee is an officer, manager, agent, or member, or in which an interest is owned.
- No employee shall have personal investments in any enterprise which will create a substantial conflict between private interest and public interest.
- No City employee will engage in the harassment [or discrimination](#) of co-workers or members of the general public to include harassment [or discrimination based on or](#) involving race, age, religion, color, sex, ~~handicapping condition, sexual orientation~~ [gender, national origin, military or veteran status, disability, familial status, marital status, sexual](#)

orientation, gender identity, gender expression or any other basis protected by law, rule or ordinance.

The continued success of the City is dependent upon the trust of its citizens and City staff is dedicated to preserving that trust. Employees, whether on or off duty, owe a duty to the City and its citizens to act in a way that will merit the continued trust and confidence of the public.

The City will comply with all applicable laws and regulations and expects its Commissioners, officials, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, should guide all employees with respect to acceptable conduct. If a situation arises for which it is difficult to determine the proper course of action, the matter should be discussed openly with an immediate supervisor, the Human Resources Director, or the City Manager.

Compliance with this policy of business ethics and conduct is the responsibility of every City employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including termination of employment.

105 Nepotism

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by the City may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. City employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within thirty calendar days, management, at its sole discretion, will decide.

Department Directors are responsible for ensuring policy compliance and for monitoring changes in employee reporting relations after initial hire to ensure compliance with this policy. Employees are responsible for reporting any changes or potential conflicts immediately to their supervisor.

In other cases where a conflict or the potential for conflict arises, even if no supervisory relationship is involved, the parties may be separated by reassignment or termination.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, and marriage and including cohabitating couples/significant others.

106 Employee Medical Examinations

To ensure that employees ~~are able to~~can perform their duties safely, medical examinations may be required.

Post-offer medical examinations are required only for those positions for which a bona fide job-related physical requirement exists. Such examinations are given to all persons entering the position only after conditional job offers. The medical examination will be performed at the City's expense by a health professional of the City's choice. The offer of employment is contingent upon satisfactory completion of the exam.

Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

Medical records will be kept separate from other personnel records and remain confidential. Access to this information will be limited to those who have a legitimate need to know.

107 Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information regarding immigration law issues are encouraged to contact the Human Resources Director. Employees may raise questions or complaints regarding immigration law compliance without fear of reprisal.

108 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the City wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. The City Manager is responsible for dealing with questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of City management. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. If employees have any influence on transactions involving purchases, contracts, or leases, however, it is imperative that they disclose the existence of any actual or potential conflict of interest to an officer of the City as soon as possible, so that safeguards can be established to protect all parties.

109 Public Relations

The news media is a valuable channel of communication between the City of Fernandina Beach and its citizens. By reporting City activities, the media informs citizens about how tax dollars are spent and provides a means of accountability in government service. For these reasons, it is expected that all City employees will be cooperative and courteous when dealing with the news media. Requests for information that can be released should be honored promptly, accurately, and fully. City employees should not attempt, however, to offer conjecture or interpretations of City policies for the news media (as opposed to providing facts or information). If an employee is in doubt concerning the information or is uncomfortable answering question(s), the employee should seek guidance from a Department Director, City Attorney, or the City Manager. All press releases should be pre-approved by the City Manager (or designee) prior to release.

110 Outside Employment

An employee may hold a job with another organization or be self-employed as long as the employee satisfactorily performs job responsibilities associated with City employment and has prior approval for such employment from the Charter Officer supervising the employee. All employees will be held to the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work/volunteer requirements.

If the City determines that an employee's outside work/volunteer work interferes with performance or the ability to meet the requirements of the City (as may be modified from time to time), the employee may be asked to terminate the outside employment/volunteer relationship if the employee wishes to maintain City employment.

Outside employment/volunteer work will present a conflict of interest if it has an adverse impact on the City. The City may restrict specific outside employment based on the position held by the employee with the City. Requests for outside employment which conflict with specific jobs with the City will not be approved.

Employees who have outside employment which has not been approved must disclose that employment at the earliest possible time. Outside employment obtained after an employee's hire by the City must be approved by applicable Department Director prior to accepting outside employment.

111 Personnel Records

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

It is important that personnel records be kept up to date by employees. Employees should notify their supervisor in any of the following situations:

- Name change
- Address change
- Telephone number change
- Change in marital status
- Changes to emergency notification information
- Beneficiary information
- Education status
- Military status
- Driver's license status or other information which may impact the job requirements
- Licensing, certification, and training

Personnel files are the property of the City, and access to some of the information those files contain may be restricted in accordance with state law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Director. With reasonable advance notice, personnel files may be reviewed in the City's offices and in the presence of an individual appointed by the City to maintain the files.

An employee may view personal (associated with that employee) personnel records at any time in their entirety.

112 Disability Accommodation

The City is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Pre-employment inquiries are made only regarding an applicant's ability to perform duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City is also committed to not discriminating against any qualified employees or applicants because those employees or applicants are related to or associated with a person with a disability. The City will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

113 Advancement, Job Posting, and Release

It is the policy of the City to promote from within when qualified employees are available. No employee will be referred for consideration who fails to meet the minimum experience requirements established for the position being posted. The City reserves the right to conduct concurrent recruitment for positions as deemed necessary. Employees are eligible for consideration when experience, performance, education, and technical preparation are consistent with the qualifications of the open position.

An employee selected for a promotion or reassignment will be released for assignment to the new job no later than two full pay periods from the date of selection, unless a later date is mutually agreed upon by the respective Department Directors or Charter Officers involved.

The City provides employees an opportunity to indicate interest in open positions and advance within the organization according to their skills and experience. In general, notices of job openings are posted.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants. Other recruiting sources may also be used to fill open positions in the best interest of the organization. Job openings will be posted on the employee bulletin board, the City web site, or received via e-mail, and remain open for a minimum of three days. Each job posting notice will

include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 180 calendar days in their current position and have no disciplinary actions in the past twelve months. Informal counseling and documented oral~~verbal~~ warnings will not count for purposes of this section.

Eligible employees should only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. To apply for an open position, employees should complete a job posting application and submit it to the Human Resources Department. The City will not accept resumes in lieu of an application.

201 Employment Categories

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NON-EXEMPT (typically receiving an hourly wage) or EXEMPT (typically receiving an annual salary) from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only by the City Commission through the approval of the Pay and Classification Plan.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work a full-time schedule. Generally, these employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are regularly scheduled to work less than thirty hours per week. While these employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), are also eligible for some of the City's other benefit programs, such as the employee assistance program (EAP), pool and gym privileges (at no cost to the employee), discounted golf privileges, and voluntary employee-paid benefits, such as short-term disability insurance and a voluntary 457(b) savings program.

TEMPORARY/~~or~~ SEASONAL – Temporary/seasonal employment is authorized to meet situations of a time-limited nature such as work- load backlogs, absence of regular full-time personnel, special projects, or other related situations that are time-limited in nature. All temporary hires will be made with a not-to-exceed date (e.g. 90 days, 180 days) and the situation prompting the temporary hire will be documented for the record and acknowledged by the temporary hire. The initial period of employment may be extended, if the situation necessitating the temporary hire continues, but will not exceed one year in duration. Temporary employment will not be used to avoid providing benefits to employees. ~~employees are those who are hired for seasonal work, as~~

~~interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration and will not exceed six months.~~ Temporary employees retain that status unless and until notified of a change. While temporary ~~and seasonal~~ employees receive all legally mandated benefits (such as Workers' Compensation insurance and Social Security), these employees are ineligible for the City's other benefit programs. Temporary/seasonal ~~SEASONAL~~ employees will generally not work beyond the season for which hired.

202 Employment Reference Checks

To ensure that individuals who join the City work force are well-qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all applicants.

The City Human Resources Department will respond to all reference check inquiries from other employers.

203 Probationary Period

The probationary period is intended to give newly hired and/or promoted employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Failure to satisfactorily complete the probationary period will result in the termination of employment.

All new, rehired, and/or promoted employees work on an introductory basis for the first six months after their date of hire and/or promotion (with the exception of Charter Officers or other contracted employees). Police Officers and Firefighters are governed by the appropriate collective bargaining agreements.

Newly hired and/or promoted employees are not eligible to apply for another City position until satisfactorily completing their ~~original~~ probationary period.

204 Employment Applications and Documents

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented on employment forms used throughout the hiring process and after employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Résumés will not be considered in lieu of an application.

205 Pay, Performance Evaluations, and Increases

Pay of hourly employees is set within the range of the grade of the position for which employed. Merit pay increases are ~~based on subject to time in the position and~~ performance evaluations received. The agreements between the City and the unions govern pay increases for union-covered positions.

~~Salaried p~~Positions are graded and pay is determined by the pay range established for the grade. The rate of pay is determined by the pay range, qualifications of the employee, and other relevant factors.

Newly hired employees will receive a probationary evaluation upon the completion of six months of ~~service, and service and~~ may be eligible for a merit increase at the discretion of the appropriate Department Director.

Annual merit-based pay adjustments of up to six percent are awarded by the City to salaried employees in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the formal performance evaluation process.

It is the policy of the City of Fernandina Beach to evaluate employees who are paid under the Classified Service Pay Schedule on October 1 of each year. Annual appraisals will be completed within thirty calendar days of the beginning of the fiscal year. Employees that have completed their probationary period will be reviewed and will be eligible for a merit pay increase on October 1.

Annual merit increases will be based on the overall performance rating as follows:

- A Rating of 5: 6%
- A Rating of 4: 4%
- A Rating of 3: 2%
- A Rating of 2: no increase
- A Rating of 1: no increase

~~Employees at the maximum of the pay range will not be eligible for merit increases. However, at the discretion of the City Manager, employees who have reached the maximum compensation at their current pay grade may be eligible for a lump sum payment of up to \$1,250 based upon above-average performance.~~

~~A Rating of 5: \$1,250
A Rating of 4: \$750
A Rating of 3: not eligible
A Rating of 2: not eligible
A Rating of 1: not eligible~~

Employees who have reached the maximum of the pay range for their position will receive merit pay increases at one-half of the evaluation merit rate.

An employee who fails to achieve a satisfactory rating as part of an annual performance review may be placed in a ninety-day Performance Improvement Period (PIP). Following completion of the ninety-day PIP, the employee will be further evaluated. Failure to achieve the minimum rating on the subsequent review will result in the proposed separation of the employee for substandard performance.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of the employee's initial period of hire, known as the probationary period. Additional formal performance evaluations are conducted on an annual basis to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

At the discretion of the City Manager, a ~~lump sum payment special merit pay increase~~ of up to \$1,500 may be awarded for an employee who achieves a state license or certification that would exceptionally benefit the City. ~~This special increase may only be awarded once to a City employee during service to the City.~~

301 Employee Benefits

Eligible City employees are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employment classification. Department Directors or the Human Resources Department can identify the programs for which employees are eligible. Details of many of these programs can be found elsewhere in this policy manual.

The following benefit programs are available to eligible employees:

- Bereavement Leave
- Deferred Compensation Plan
- Educational Assistance
- Employee Assistance Program
- Family and Medical Leave
- Health Insurance
- Holidays
- Jury Duty Leave
- Term Life Insurance and Supplemental Life Insurance
- Military Leave
- Pension Plan
- Personal Leave (Salaried Employees)
- Sick Leave Benefits

- Vacation or Paid Time Off
- Workers' Compensation

Some benefit programs are funded by the employee in total or partially, but many are paid by the City.

302 Vacation Benefits

Vacation leave with pay is available to regular full-time employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees hired prior to March 1, 2005, are eligible to earn and use vacation leave as described in this policy or as otherwise described in agreements between the City and recognized employee unions. Full-time employees in United Brotherhood of Carpenters and Joiners (UBC)-covered positions hired after October 1, 2004, and full-time General employees in salaried, exempt positions hired after March 1, 2005, have Paid Time Off (PTO) available. See Section 304 for more details on this plan.

The amount of paid vacation leave provided each year increases with the length of employment at specific intervals. Once an employee enters an eligible employment classification, the employee begins to earn vacation leave according to a specific schedule. Employees covered by collective bargaining agreements should refer to the appropriate contract for specific information on leave accruals.

Salaried, exempt employees hired prior to March 1, 2005, accrue vacation leave as follows:

Years of Service	Accrued hours per pay period
0 to 2 Years – 80 hours (10 days)	3.08 hrs. per pay period
2 Years less than 10 Years – 120 hours (15 days)	4.62 hrs. per pay period
10 Years less than 20 Years – 160 hours (20 days)	6.16 hrs. per pay period
20 Years and above – 200 hours (25 days)	7.70 hrs. per pay period

The length of eligible service is calculated on the basis of a “benefit year,” which is one year from your anniversary date. This is the twelve-month period that begins when the employee starts to earn vacation leave. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation (see individual leave of absence policies for more information).

Vacation leave is paid out at the employee’s base rate at the time vacation leave is used. It does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials.

Employees may carry vacation leave forward from one benefit year to another benefit year not to exceed the vacation leave benefit for which the employee is entitled for the new benefit year. Example: An employee who completes two years of service at the end of the benefit year may carry over 10 days of vacation into the new benefit year as the employee receives a higher earning rate in the new benefit year. This maximum carryover cannot be exceeded unless extenuating circumstances exist (e.g. long-term illness, exigencies of work or other factors that are in the best interest of the City and the employee) that are approved by the City Manager.

Upon termination, employees will be paid for unused vacation leave earned.

303 Paid Time Off (PTO)

Full-time UBC-covered employees hired after October 1, 2004, salaried employees hired after March 1, 2005, , and full-time employees in Coastal Florida Police Benevolent Association (CFPBA)-covered positions hired after October 1, 2013 shall not be eligible for vacation time or for sick leave, but instead shall be entitled to Paid Time Off (PTO).

Full-time UBC-covered employees hired prior to October 1, 2004 and all salaried employees hired prior to March 1, 2005 have the option to convert to the Paid Time Off program during annual open enrollment. In this case, the employee's existing vacation leave balance is transferred to the paid time off account. The employee's existing sick leave balance shall remain.

Full time employees with PTO benefits will accrue leave as follows:

Years of Service	Days/Hours
Less than 1 year	<u>15.7</u> days (<u>120.56</u> hours)
1 year, but less than 5 years	20 days (160 hours)
5 years, but less than 10 years	25 days (200 hours)
10 years, but less than 15 years	28 days (224 hours)
15 or more years	32 days (256 hours)

Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken. Employees will be eligible to use PTO as accrued. The City does not require employees to retain a minimum balance of accrued PTO.

Employees may carry forward unused PTO up to a maximum of 1200 hours, however, PTO hours accumulated have no cash value, and may not be paid out in any manner, including at separation, retirement, or termination.

Employees who convert from sick/vacation leave to the PTO option may have accrued sick leave time as of the date of their election agreement, which is kept in a separate bank and may be used in accordance with the sick leave policy. Section 62-269 of the City Code governs sick leave sell-back of any applicable sick leave remaining in this bank on the employee's departure from the city.

304 Sick Leave Benefits

The City provides paid sick leave to all regular full-time employees, with the exception of those employees covered by the Paid Time Off (PTO) plan. Full-time employees in UBC-covered positions hired after October 1, 2004, full-time salaried employees of the classified service who are hired after March 1, 2005, and full-time employees in CFPBA-covered positions hired after October 1, 2013 are covered under the PTO plan (see Section 304).

Eligible employees accrue sick leave benefits at the rate of twelve days per year (one day for every full month of service). Sick leave benefits are calculated on the basis of a “benefit year,” the twelve-month period that begins when the employee starts to earn sick leave benefits. The maximum sick leave accumulation is 1200 hours unless specifically modified by an agreement between the City and a recognized labor union. Employees may use sick leave accrued without a waiting period.

Eligible employees may use sick leave benefits for an absence due to personal illness, medical appointment, injury, or for that of a family member’s illness, medical appointment, or injury.

Employees who are unable to report to work due to illness or injury should notify a direct supervisor before the scheduled start of the workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician’s statement may be required to verify the disability and its beginning and expected end dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Sick leave benefits may be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers’ compensation, or City-provided disability insurance programs as long as the employee is available to return to work on a light duty basis as soon as released by the attending physician. The combination of any such disability payments and sick leave benefits cannot exceed the employee’s normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1200 hours of sick leave benefits. If the employee’s benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave sell-back may apply to certain union-covered employees depending on the employee’s date of hire and specific guidance is contained in each of the union agreements. Sick leave sell back for exempt (non-union) may apply depending upon employee’s date of hire and in accordance with Section 62-269 of the City Code.

In accordance with City Ordinances, Section 62-269, if an employee has worked with the City for a minimum of ten (10) years prior to December 7, 1999, and has reached the eligible early or

normal retirement age (as defined in applicable pension plans and union contracts) and retires or dies, the employee will be paid for all accumulated sick leave. An employee hired after December 7, 1999, will not be eligible to be paid for any accumulated sick leave upon death, retirement or separation from employment. If an employee hired prior to December 7, 1999, has worked for the City for a minimum of three (3) but less than ten (10) years prior to December 7, 1999, and has reached the early or normal retirement age and retires or dies, employee will be paid for all accumulated sick leave, up to a maximum of 700 hours. If an employee hired prior to December 7, 1999, has worked for the City for less than three (3) years prior to December 7, 1999, and has reached the early or normal retirement age and retires or dies, employee will be paid for all accumulated sick leave, up to a maximum of 300 hours.

If an employee has not reached the eligible early or normal retirement age and leaves City employment and is entitled to a sick leave payment, the employee shall collect an amount for sick leave which shall be discounted at the rate prevailing in accordance with the Five Year Treasury Constant Maturity index rate in effect thirty days prior to the employee's separation date.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury to self or a family ~~member, and~~ member and may not be used for any other absence. Employees may substitute any accrued vacation leave for sick leave.

305 Sick Leave/PTO Donation

By written consent of any employee, accrued sick leave/PTO may be donated to a fellow employee under the terms and conditions outlined herein:

- All full-time employees are eligible to donate/receive sick leave/PTO after completion of six (6) months of satisfactory performance.
- The use of donated leave must be due to the employee's own serious health condition or maternity leave and cannot be used for elective surgery. Time off to care for a family member is not covered for purposes of this section.
- The employee is not eligible to receive benefits under any other governmental program (such as workers' compensation).
- The recipient shall have exhausted all ~~personally-accrued~~ personally accrued paid leave.
- ~~The employee will be eligible to receive donations upon receiving final approval of FMLA for personal serious illness.~~
- The employee must be projected to be able to return to work or pending disability retirement.
- All sick leave donations will be posted to the fellow employee's leave account, on a pay period by pay period basis, for only the hours needed in that pay period. Once the hours needed for that pay period are donated, the Department Director will not accept any further donations and the donor's form will be returned to the donor. No employee shall be allowed to bank donated hours above those hours needed for any one pay period.
- The maximum donation allowed per incident from any one employee is forty hours. Employees donating leave must have a remaining minimum leave balance of eighty hours.

- All requests for donations must be made in writing by the employee through the Department Director to Human Resources.
 - This policy shall not be subject to any grievance procedures.
 - Any tax obligations from donated leave shall be the recipient employee's responsibility.
 - All benefits of the recipient employee will continue ~~with the exception of leave accruals.~~
 -
- Sick leave donation forms are available in the Human Resources Department.

306 Holidays

The City will grant holiday time off to eligible employees for the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's ~~straight-time~~ **straight time** pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees

To be eligible for holiday pay, ~~regular full-time~~ employees must work the last scheduled ~~work day~~ **workday** immediately preceding and the first scheduled work day immediately following the holiday or be in approved leave status on these days. Regular part-time employees must be otherwise scheduled to work on the holiday in order to be eligible for holiday pay.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Other days of holiday observance may be required and when this occurs, the days to be observed as holidays will be announced in advance to the work force. For those employees who are rotating seven day a week schedules, such as police officers, the holiday is generally observed the day on which it falls. If an employee works on a holiday, they shall be given a compensatory day off or receive holiday pay in addition to pay for hours worked.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Part-time and temporary/seasonal employees who are required to work on a City- recognized paid holiday will be compensated at 1 ½ times their hourly rate of pay

Regular, non-exempt union-covered employees shall refer to the respective collective bargaining agreement for more information on paid holidays.

307 Accident/Incident/Injury Reporting and Workers' Comp

The City provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

An employee who is involved in an accident, incident, or sustains a work-related injury or illness should inform a supervisor immediately. No matter how minor an on-the-job accident, incident, or injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. An accident/incident/injury report form must be submitted to Human Resources immediately.

Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.

An employee who sustains an injury resulting in disability which is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not exceeding thirteen weeks. While being carried in full pay status, any compensation received by the employee from the Workers' Compensation carrier shall be submitted to the City Finance Department. Under no circumstances shall the employee receive more than one hundred percent of regular earnings while on Workers' Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the employee.

Neither the City nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

308 Bereavement Leave

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

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

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

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor’s approval, use any available paid leave for additional time off as necessary.

309 Personal Leave

The City grants four days of personal leave on a fiscal year basis to salaried, exempt employees. Personal leave not used during the fiscal year in which granted will be forfeited. Personal leave has no cash value and unused personal leave shall not be compensated at the time of separation, retirement, or termination.

310 Jury Duty

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required.

A regular full-time or regular part-time employee who is summoned to jury duty will be granted administrative leave and will be paid his/her regular rate of pay during such absence. If released by the court prior to the end of the employee’s normally scheduled workday, the employee is expected to return to work.

Jury duty will be calculated on the employee’s base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty services.

Employees must show the jury duty summons to a supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

The City will continue to provide health insurance benefits for the full term of the jury duty absence.

311 Educational Assistance

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills, advance or enhance their ability to compete for reasonably attainable jobs within the City.

The City may provide educational assistance to all regular full-time employees who have completed 180 calendar days of service in an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Educational assistance is available as long as the department's budget will support the program.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. For educational opportunities which result in college credits, see Section 315, Tuition Reimbursement. The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Human Resources Director for more information or questions about educational assistance.

The City will reimburse employees upon completion of their courses for their voluntary participation in educational assistance courses. Reimbursement will include the cost of courses and the reasonable cost of books. Employees may receive reimbursement for no more than two courses in any one semester. To be reimbursed, the employee must attain a final grade of a "C" or satisfactory completion whichever applies. The City's program does not include being excused from the regular work schedule to attend voluntary educational assistance programs.

While educational assistance is expected to enhance employee's performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to advancement, a different job assignment, or pay increases.

The City invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee separates from employment with the City within two years of the last educational assistance payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay

the original educational assistance payment on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the educational assistance payment to determine the amount owed the City.

312 Tuition Reimbursement

What is it? The Tuition Reimbursement Policy is designed to provide reimbursement for undergraduate or graduate level courses that may improve job performance or enhance career opportunities within the City of Fernandina Beach.

Who is eligible? An employee is eligible if:

- The employee is an active full-time employee of the City of Fernandina Beach
- The employee has a minimum of six months of service with the City of Fernandina Beach
- The employee has satisfactorily completed an initial probationary period prior to the first meeting date of the intended course(s).

Exception: *Employees on a Personal Improvement Plan (PIP) are not eligible.*

What courses are covered? Courses are covered as follows:

- Undergraduate, graduate, or vocational courses (including online) which meet all the following criteria:
 - Help improve job performance or career advancement opportunities within the City of Fernandina Beach (or are requirements in a degree program that does so).
 - Are offered by an accredited college, university, or technical/trade school.
 - Result in college credits.
- Preparatory courses required for General Education Development (GED) programs, as well as the actual GED test.
- Courses for Portfolio credit, College Level Examination Program, and life experience courses, if these are a part of a pre-approved degree program.

What is not covered? Courses not covered include:

- Undergraduate, graduate, or vocational courses and programs which:
 - are offered by a **non**-accredited college, university, or technical/trade school
 - do **not** result in college credits
- Degree programs that do not help improve job performance or career advancement opportunities within the City of Fernandina Beach.
- Doctoral programs, law degrees, etc.
- Refresher courses to prepare for an examination required to obtain a professional license (such as Professional Engineer, Certified Public

- Accountant, State Bar, etc.), as well as the fees for such examinations.
- Courses that duplicate courses offered by the City of Fernandina Beach
- Courses or seminars awarding Continuing Education Units (CEUs)
- Microsoft and other software certification programs

What is meant by an accredited school?

Accredited schools are those that meet acceptable levels of educational quality and standards as set forth by one or more of the following agencies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Accrediting Commission for Senior Colleges and Universities
- Accrediting Commission for Community and Junior Colleges
- Any other accrediting organization belonging to the Council for Higher Education Accreditation

NOTE: Information on school accreditation is generally provided in school catalogues.

What expenses are eligible?

The maximum amount available per employee for reimbursement in a fiscal~~calendar~~ year is \$5,000. Eligible expenses are those actually paid by the employee and not otherwise paid or reimbursed by scholarship, grant, or other qualifying benefits (such as Veterans Administration benefits) or refunded by the school. **Consistent with IRS guidelines, expenses will count toward the annual maximum in the calendar year in which the payment is made, irrespective of when the expenses were incurred, or when the reimbursement application was submitted.**

Eligible expenses are those paid for:

- Tuition
- Fees for application, registration, laboratory or library use, on-line quizzes and test access
- Textbooks per course up to \$100

NOTE: Itemized receipts are required.

What expenses are not eligible?

Expenses not eligible for reimbursement include:

- Parking fees
- Student Activity fees
- Deferral fees
- Late fees or service charges

When must approval be obtained?

Approval is required from the appropriate Department Director prior to enrollment in:

- A program to pursue an appropriate undergraduate or graduate degree; it

is not necessary to obtain subsequent approvals for classes associated with such degree programs.

- Classes covered by this policy which are taken on an ad hoc basis, vocational courses, or GED preparatory classes.

What are the minimum standards?

To receive reimbursement for a course, an employee must earn:

- At least a "B" (or "Pass" in a Pass/Fail grading system) in graduate courses.
- At least a "C" (or "Pass" in a Pass/Fail grading system) in all other courses.

What if a course cannot be completed due to external circumstances?

Reimbursement may be approved if any of the following prevent completion of coursework:

- Personal illness/injury which causes sustained absence from class (documentation required from a physician and school).
- Military leave of absence; (documentation required from military authorities and school).

NOTE: Expenses eligible for reimbursement in these situations are those actually paid minus any relevant refunds.

How do resignations, retirements, or terminations affect reimbursement?

Resignations, retirements, or terminations before course completion disqualify an employee for reimbursement. Additionally, if an employee similarly separates from City employment within two years of a tuition reimbursement, the employee will be required to repay the reimbursement on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the tuition reimbursement to determine the repayment amount.

What are the tax implications on reimbursements?

To determine if a reimbursement is taxable, complete the "Taxability Declaration - Graduate" form which is included with the application (for information on obtaining an application, refer to the section "What is the application process?").

Are dependents eligible for reimbursement?

No, the Tuition Reimbursement Policy is designed to assist only employees.

Rights and Responsibilities

It is the employee's responsibility to comply with the terms of the policy and to track the amount(s) reimbursed. The City of Fernandina Beach has the right to audit expenses, require additional documentation, and discipline employees who violate the terms of this policy or otherwise abuse the program. The City of Fernandina Beach has the right to suspend or cancel this program or change the terms of the policy at any time.

Other

Questions regarding this program may be directed to the Human Resources

Questions? Director.

What is the application process? To apply, follow these steps:

Step	Action
1	Prior to enrolling in a course or program, discuss the intent to pursue additional education with the appropriate Department Director. With the Department Director's consent, obtain a City of Fernandina Beach Application for Tuition Reimbursement from the Human Resources Department.
2	Complete all fields according to the instructions and sign the application.
3	Complete and sign the "Taxability Declaration - Graduate" form if requesting reimbursement for a graduate course (this form is included with the application).
4	Submit the completed application forms to the appropriate Department Director for final review and approval (retain copies for personal records).

How is reimbursement completed? To get reimbursed, follow these steps:

Step	Action
1	Complete "Other Eligible Expense" on the approved application form, including a summary of all expenses.
2	Attach the following paperwork to the approved application and Taxability Declaration form (where applicable): • Itemized receipts from all eligible expenses including tuition • Official documentation (transcript) from the school. • Other documentation as needed (refer to the section "What if a course cannot be completed due to external circumstances?")
3	Submit completed documents to the appropriate Department Director for final approval.
4	Within ninety days of course completion , submit the original application, Taxability Declaration form, receipts, and documentation to the Human Resources Department (retain copies for personal records).

313 Health Insurance

The City's health insurance plans provide regular full-time employees and their dependents access to medical and dental insurance benefits. Employees are eligible for health benefits on the first day of the first month following completion of thirty days of service.

Eligible employees are provided basic medical insurance coverage at no cost. If an employee chooses an enhanced medical plan, the employee must pay the difference between the basic cost and the enhanced plan cost. Employees may purchase medical insurance for dependents as well and the City will fund a percentage of the cost. For employees hired prior to October 1, 2013, the City will fund fifty-five percent of the cost of dependent coverage. For employees hired on or after October 1, 2013, the City will fund fifty percent of the cost of dependent coverage.

The City's dental insurance plan is available for purchase by eligible employees. Employees are responsible for the full cost of coverage at the City's group rate. Employees may purchase coverage for themselves as well as dependents.

Eligible employees may participate in the health insurance plans subject to all terms and conditions of the agreement between the City and the insurance carriers.

The City's group health insurance plans are available to eligible City retirees; however, retirees are responsible for the full cost of coverage at the City's group rate. Retirees may purchase coverage for themselves as well as eligible dependents.

Details of both plans are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Human Resources Department for more information about health insurance benefits.

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rate plus an administration fee. The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under City's health insurance plan. The notice contains important information about the employee's rights and obligations.

314 Life Insurance

Life insurance offers financial protection. The City provides a basic life insurance plan with coverage equal to an employee's annual earnings for regular full-time employees. Additional supplemental insurance and/or dependent life insurance coverage may also be purchased by employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided for regular full-time employees at no cost to the employee.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

The City's group basic life insurance is available to City retirees, subject to eligibility rules. Retirees are responsible for the full cost of coverage at the City's group rate. Retirees may purchase basic life insurance coverage for themselves only.

Details of the basic life insurance plan including benefit amounts are described in the Certificate of Coverage provided to eligible employees and retirees. Contact the Human Resources Department for more information about life insurance benefits.

Employees (non-retirees) may convert the group policy to an individual policy upon termination of employment from the City.

315 Deferred Compensation Program

The City provides a voluntary 457(b) deferred compensation programs for all employees. The deferred compensation programs allow employees to invest money into various funds administered by the Deferred Compensation Plan Administrators.

Contributions to the plans are made by payroll deduction. The City provides no matching funds. An employee may defer a percentage or a specific dollar amount of salary or wages. Employees may wish to consider using a percentage, as the amount of the contribution would increase proportionately in relation to higher compensation without any further action required. Employees may increase, stop, and start contributions as often as desired without fees or penalties through the plan administrator.

Employees interested in the deferred compensation programs should contact the Human Resources Department.

316 Recreational and Other Benefits

Golf Privilege - The Fernandina Beach Golf Club is a popular municipal golf course. All employees are eligible to play golf (including the use of cart, if desired) at the City Course at a reduced rate. This privilege is subject to availability as determined by the Golf Pro.

~~**Pool Privilege**—The City operates two recreation centers: the Atlantic Recreation Center and the Martin Luther King Recreation Center. Employees and their immediate families have pool privileges year-round for the pools at the City's two Recreation Centers at no charge.~~

~~**Gym Privilege**—The Peek Gymnasium offers a variety of cardio equipment, strength machines and free weights. All employees are allowed free use of this equipment during operating hours.~~

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The City operates two recreation centers: the Atlantic Recreation Center and the Martin Luther King Recreation Center, the Peck gymnasium, and the Bosque Bello Cemetery.

Pool Privilege - Employees, retirees, and their immediate families* have pool privileges year-round for the pools during public swim/lap and swim program hours at the City's two Recreation Centers at no charge.

Fitness Room Privilege - The Peck Gymnasium and the Atlantic Center Fitness room offer a variety of cardio equipment, strength machines, and free weights. All employees, retirees, and their immediate families* are allowed free use of this equipment during operating hours.

*Immediate family defined for pool and fitness room/gym privileges shall include employee, employee's spouse and dependent children living in the same household. If employee is a dependent, parents as well as siblings also claimed as dependents are eligible.

Program and Facility Rentals – City employees and retirees qualify for City resident rates for programs and rentals.

Cemetery – All City retirees or employees with a minimum of 15 years of consecutive part-time or full-time employment shall receive 50 percent off the City resident purchase price of a single lot with a maximum of one lot to be purchased at the discounted price in the Bosque Bello cemetery. Lots purchased at a discount shall be used for immediate family only.

317 Employee Pension Plans

The City has established pension plans for General Employees, Firefighters, and Police Officers to provide employees with enhanced security upon retirement.

Regular full-time employees, with some exceptions, are required to participate and contribute to the plans, and therefore will be automatically enrolled. The employee contribution amounts may increase from time to time, as set forth by City Ordinances. Each plan has normal and early retirement eligibility criteria and a disability retirement provision. For additional information, please review the appropriate summary plan description.

Employees who leave employment with the City have the option of retaining funds in the plan or withdrawing the funds contributed. Funds contributed by employees and withdrawn will equal the amount contributed without interest.

318 Credit Union and Banking

Some local banks have agreed to provide reduced banking costs for City employees. Employees should check with the bank of choice in order to take advantage of the services provided. Direct deposit request forms may be obtained in the Human Resources Department and are also located in the Employees section of the City website.

319 Employee Assistance Program

The City cares about the health and well-being of its employees and recognizes that a variety of personal issues can disrupt both personal lives and work lives. While many employees successfully cope with such issues individually or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), the City provides confidential access to professional counseling services for help in confronting such personal issues as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members, offering problem assessment, short-term counseling, and additional referrals to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard employee privacy and rights. Information given to an EAP counselor may be released only to the affected employee and only if personally requested in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner.

Employees incur no cost to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. Any costs associated with private services may be covered by the employee's health insurance. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if ignored: no issue is too small or too large, and a professional counselor is available for assistance- call the EAP at (800) 955-6422

401 Timekeeping

Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

All employees should accurately record work time, as well as the beginning and ending time of each meal period. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to review time records to certify the accuracy of all time recorded. Department Directors will subsequently review and approve the time record before submitting it for payroll processing.

402 Paydays

Employees are paid on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on upon a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, if drawing a traditional paycheck, the employee's paycheck will be available upon return from vacation (directly deposited funds are available immediately on the respective payday).

Employees may have pay directly deposited into their bank accounts with advance written authorization to the City. Employees will receive an itemized statement of wages when the City makes direct deposits.

403 Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of the most common circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Discharge – involuntary employment termination initiated by the organization.
- Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

The City will generally schedule exit interviews at the time of employment termination, except in the case of an involuntary employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the City, or return of City-owned property. Suggestions, complaints, and questions can also be communicated.

Employee benefits will be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

404 Administrative Pay Corrections

The City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event of an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible.

405 Pay Deduction and Setoffs

The law requires that the City make certain deductions from every employee's compensation: most commonly, applicable federal, state, and local income taxes. The City also must deduct Social Security taxes on each employee's earnings up to a specified limit (the Social Security "wage base"). The City matches the amount of Social Security taxes paid by each employee.

The City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation for City-sponsored benefit programs.

Pay setoffs are pay deductions taken by the City, usually to help pay off a debt or obligation to the City or others. Should an employee be obligated to re-pay the City for a debt or obligation, the employee must make payment arrangements with the City, either by payroll deduction or direct

payment. A signed authorization form is required prior to any pay ~~set-offs~~setoffs or payroll deductions (excluding court ordered deductions).

If an employee fails to make such arrangements within thirty days of incurring the debt/obligation, the City will prepare a re-payment schedule and will advise the employee (in writing) of the payroll deduction to be made, and will provide at least two weeks advance notice before the deduction is taken, except in the case of the employee's resignation or termination of employment. Under no circumstances may an amount in excess of ten percent per pay period of the pay of such employee be required as part of a repayment schedule or plan.

Questions related to payroll deductions should be directed to the Finance Department.

501 Safety and Health

The safety and well-being of City employees and citizens is of critical importance to the organization. To assist in providing a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program. This program is a top priority for the City. The Safety Committee and all City supervisors/management have responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, e-mail, bulletin board postings, memos, or other communications. A labor-management safety committee, composed of representatives from throughout the organization, has been established to monitor the City's safety program and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition, injury, accident, or incident to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Driver Safety

Employees required to drive on City business at any time will be expected to consistently apply and follow all the procedures below.

Procedures

- All employees are expected to wear seat belts at all times while in a moving vehicle being used for City business, whether in the vehicle as the driver or a passenger, in accordance with FL Statutes.
- Use of handheld cell phones, whether personal or City-owned, while behind the wheel of a moving vehicle being used on City business is discouraged.
- Although the use of cell phones under any circumstances is discouraged while driving, the use of hands-free technology may be warranted in certain circumstances.
- Engaging in other distracting activities including, but not limited to, eating, reading, or manipulating the radio, is also strongly discouraged while driving, even when in slow-moving traffic.
- Use of alcohol, drugs, or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- Tobacco use, in any form, is prohibited in City vehicles.
- All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
- Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
- Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
- Employees must promptly report any vehicle accidents to local law enforcement as well as to the City in accordance with established procedures [details below].
- Employees are also expected to report any moving or parking violations received while driving on City business and/or in City vehicles.

Vehicle Accident Procedures

- If life-threatening injuries occur, call 911 immediately; for minor injuries, contact Amelia Urgent Care (AUC).
- Notify local law enforcement and request an accident report to be completed at the scene of the accident.
- Provide license, insurance, & registration as requested.
- Cooperate fully with law enforcement personnel.
- Contact immediate supervisor/Department Director.
- Assist supervisor/person in charge where injury/accident/incident occurred in completing a Report of Injury/Accident/Incident by providing all necessary information.
- Contact Fleet Maintenance.

A City of Fernandina Beach supervisor will initiate notification to Amelia Urgent Care, and then ensure that an escort accompanies the employee(s) needing services. For coordination, the cell

phone number of the patient's escort or Supervisor will be provided to AUC. Please allow between ~~thirty and sixty minutes~~thirty- and sixty-minutes response time to meet at the AUC office.

The City may require substance abuse testing for any employee involved in an accident while on duty, whether on or off the City's premises in a City vehicle or while operating City owned or rented equipment in accordance with the City's vehicle use policy.

If determined necessary, drug testing should be performed immediately following the accident and is to be handled by Amelia Urgent Care. For out-of-town accidents, contact the Human Resources Department for the nearest location of an authorized drug testing center.

502 Work Schedules

With the exception of public safety shift workers and other employees covered by a collective bargaining agreement, the normal work schedule for all regular full-time employees is eight hours per day, five days per week, typically 8:00 AM to 5:00 PM (including one hour for lunch). Changes to those hours must be approved by the City Manager, although occasional staffing needs and operational demands may necessitate variations to either or both the schedule ~~or~~and number of hours. Supervisors will advise employees of the times their schedules will normally begin and end.

It is the policy of the City to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. Employees should not be scheduled to work more than sixteen hours consecutively (excluding firefighters) unless it is an extreme emergency and regardless of whether the employee volunteers for the overtime work.

503 Use of Phone and Mail System

To keep lines clear for City business, employees should discourage incoming personal calls. Employees should practice discretion when making local personal calls. Personal use of the telephone for long-distance and toll calls is not permitted.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the ~~caller, and~~caller and disconnect only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

MOBILE DEVICE POLICY

The City of Fernandina Beach adopts Chapter 119, Florida Statutes, hereinafter referred to as the "Public Records Law," including all exemptions provided in the Florida Statutes, as presently enacted and, hereafter amended, and as may be construed by the courts and Attorney General, as the City's policy regarding the public's right to inspect and copy public records. Pursuant to section

119.011(12), Florida Statutes, "public records means all documents, papers, letters, books, maps, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law [or City of Fernandina Beach Code] or in connection with the transaction of official business by any agency." The term "public records" is not limited to traditional written documents.

It is the policy of the City of Fernandina Beach that all public records shall be open for inspection by any person at any reasonable time and under reasonable conditions as provided by Section 119.07(l) (a), Florida Statutes. No person shall be required to show his/her purpose or special interest as a condition to inspect public records. A request for public records may be made verbally or in writing.

Each official and employee is the custodian of his or her own public records, including any public records created or existing on the official or employee's personal device or City-owned mobile device or other personal or City-owned property, such as a computer, laptop or tablet. As a result, each official and employee is responsible for maintaining his or her own public records and complying with the Public Records Law.

Employees/officers eligible for issuance of a City-owned cellular device or the cellular device allowance include those whose job duties regularly include emergency call back, irregular work hours, other job-related factors which require the employee to routinely utilize a cellular telephone, and where the use of a cellular telephone routinely enhances their ability to perform the work of the City during normal work hours. These include staff whose job responsibilities require them to be away from an office land line but also require them to routinely have telephone contact when they are away from the office. Employees/officers may, at their discretion, choose extra compensation in the form of a personal cellular telephone allowance in lieu of being issued a City-owned cellular telephone. It is the preferred method of the City for employees/officers to conduct City business on a City-owned cellular telephone.

The City will not expect, encourage, or require an employee/official to provide or use a personal mobile device to perform any of the employee's/official's assigned job duties or responsibilities. City business transacted on a personal mobile device may be subject to disclosure under the Public Records Law. Furthermore, transacting City business on a personal mobile device may result in a request to inspect the personal mobile device or its contents; thereby placing in jeopardy the privacy of communications that do not meet the definition of "public record" under the Public Records Law. If an employee/official decides to use his/her personal mobile device to transact City business, it shall be the employee's/official's responsibility to take all appropriate steps at his or her own cost to ensure that any public record generated on such device is retained in accordance with the Public Records Law and, if necessary, the Public Record may be produced for inspection and examination upon request.

Employees conducting City business on a personal device or City-owned device shall have no expectation of privacy as it relates to City business records. Employees with City-owned devices should refrain from personal calls, texts, and other communication on their business phones.

Voicemail messages, texts, and cellular telephone records created in the course of conducting City business are considered public record and subject to public review under Chapter 119 of Florida State Statutes. All bills for cellular telephones receiving a City allowance are subject to public record and review upon a public record request.

Official City business should not be communicated via text message, except in the course of incidental messages (example: “The staff meeting has been moved to the conference room”). If text message exchanges involve City business, it is the responsibility of the employee to forward any such message to their work email address to preserve the record. Deletion of text messages and voicemails on City-owned or personal cellular telephones without preserving the record is prohibited.

However, nothing in this policy shall be construed or interpreted to mean that an employee/official who uses a personal mobile device to conduct City business forfeits any individual rights to protect against or prevent the disclosure of communications that the employee/official believes do not meet the definition of a "public record."

504 Use of Tobacco Products

In keeping with the City’s objective of providing a safe and healthy work environment, smoking or the use of tobacco products is not permitted in any City building, vehicle, or equipment and is permitted only in outside areas specifically designated as “smoking areas”.

This policy applies equally to all employees, customers, and visitors.

505 Rest and Meal Periods

Each workday, regular full-time non-exempt employees are provided with two rest periods of fifteen minutes in length. To the extent possible, rest periods will be provided in the middle of work periods. Employees in a break status should not interfere with the work of those employees not in a break status. Since this time is counted and paid as time worked, employees must not be absent from their ~~work-stations~~workstations beyond the allotted rest period time.

All regular full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

506 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for, or may be assigned overtime work. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence except a holiday will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

507 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City's property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees in certain positions are authorized to use City vehicles from place of residence to/from work location on a case-by-case basis.

Please notify a supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

Please refer to the City's Vehicle Usage Policy for more detailed information concerning the use of equipment and vehicles.

508 Emergency Closings

At times, emergencies such as severe weather, fires or power failures can disrupt City operations. In extreme cases, these circumstances may require the closing of operations at the discretion of the City Manager. In the event that such an emergency occurs during nonworking hours, local radio and/or television stations broadcast notification of the closing.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

509 Travel and Training

The City will reimburse employees for reasonable business travel expenses incurred while away from the normal work location for training and other official business purposes. All business travel must be approved in advance by the appropriate Department Director. Department Director travel must be approved by the City Manager.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

Employees are expected to limit expenses to reasonable amounts. Per Diem allowances for each meal will be authorized for employees on official travel.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within ten calendar days. Reports should be accompanied by receipts as applicable.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action up to and including termination of employment.

510 Computer and E-mail Usage

Computers, computer files, the e-mail system, and software furnished to employees are City property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

The City strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The City purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The City prohibits the illegal duplication of software and its related documentation. No personal software will be loaded on any City computer without specific authorization.

511 Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the City to some employees to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive internet usage.

All internet data that is composed, transmitted, or received via City computer communications systems is considered to be public records of the City, and, as such, is subject to disclosure to any person or party. Consequently, employees should always ensure that the business information contained in internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the -internet remain at all times the property of the City. As such, the City reserves the right to monitor internet traffic, and retrieve and read any data composed, sent, or received through online connections and stored on computer systems.

Data that is composed, transmitted, accessed, or received via the internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably [offend someone on the basis of race, color, age, sex, gender, religious or political beliefs, national origin, disability, military or veteran status, familial status, marital status, sexual orientation, gender identity, gender expression](#) or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the internet. Employees are also responsible for ensuring that the person sending any material over the internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the internet. All downloaded files should be checked for viruses. All compressed files should be checked before and after decompression.

Abuse of the internet access provided by the City in violation of law or the City policies may result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and may result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password
- Copying, pirating, or downloading pirated software and electronic files
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation.
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

512 Social Media

The use of social media presents certain risks and carries with it certain responsibilities. To assist in making responsible decisions about the use of social media, the City has established these guidelines for appropriate use of social media while employed by the City. This policy applies to all employees and temporary personnel who work for the City.

Definition

Social media includes all means of communicating or posting information or content of any sort on the internet, including web logs or blogs, journals or diaries, personal web sites, social networking or affinity web sites, web bulletin boards or chat rooms, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Examples of social media tools include, but are not limited to:

- Social networking sites (LinkedIn, Facebook)
- Blogs
- Microblogs (Twitter)
- Digital media sharing sites (Flickr, Picasa, YouTube)
- Discussion groups and forums
- Online encyclopedias (Wikipedia)

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. While online activities are available through the City, these basic guidelines apply to online activities:

- Ultimately, each employee is solely responsible for electronic postings.
- Before creating online content, consider the risks and rewards involved.
- Keep in mind that any online conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects employees, citizens, customers, suppliers, or people who work on behalf of the City, may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines to ensure postings are consistent with this policy. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees, citizens, customers, suppliers and people who work on behalf of the City of Fernandina Beach. Also, keep in mind that work-related complaints may be more easily resolved by speaking directly with co-workers or by utilizing an ~~open door~~open-door policy than by posting complaints to a social media outlet. Nevertheless, if complaints or criticism are posted, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, employees, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be Honest and Accurate

Make sure any postings are always honest and accurate when posting information or news, and if a mistake occurs, correct it quickly. Be open about any previous posts that have been altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors known to be false about the City, fellow employees, citizens, customers, suppliers, or people working on behalf of the City.

Post only appropriate and respectful content.

- Do not create a link between personal blogs, websites, or other social networking sites to the City web site without prior approval from the City's IT Department.
- Never represent personal postings as the official policy of the City of Fernandina Beach.

Using Social Media at Work

The use of social media while on City work time or equipment, unless it is work-related and authorized by an appropriate Department Director and the IT Department is prohibited. Do not use City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation is Prohibited

The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Retaliation against another employee ~~for reporting~~for reporting a possible deviation from this policy or for cooperating in an investigation will not be tolerated.

Any questions regarding the use of social media should be directed to the Human Resources Department.

513 Workplace Violence Prevention

The City is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the City has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees will be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others.

Firearms, including antique firearms, weapons or dangerous materials not directly related to an employee’s job duties are prohibited in the workplace, at job assignments or in City vehicles. Such items include but are not limited to ~~to~~ knives, other than normal ~~pocket knives~~pocketknives, metallic knuckles, chemical self-defense spray, fireworks, explosives and electric weapons.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s ~~sex~~, gender, race, religion, color, ethnicity, national origin, military or veteran status, disability, familial status, marital status, age, ~~sexual preference~~ sexual orientation, gender identity, gender expression or any other characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not jeopardize personal safety. In the event of an incident, refrain from curious behavior. (Note: This does not apply to Police Officers of the City in the performance of official duties).

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring disputes or differences with other employees to the attention of appropriate supervisors or the City Manager before the situation escalates into potential violence.

514 Workplace Bullying

The City defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

The purpose of this policy is to communicate to all employees, including supervisors and managers that the City will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when being investigated. As in sexual harassment, it is the effect of the behavior upon the individual which is important. The City considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing or maligning a person or other family members; persistent name callingcalling, which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks
- **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person’s work area or property
- **Gesture Bullying:** non-verbal threatening gestures, glances which can convey threatening messages
- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting, raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or participate
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person’s job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors which cannot be documented
- Deliberately interfering with mail and other communications

- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of someone to complete work-related tasks (e.g., over-loading, under-loading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Assigning menial tasks not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

601 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

ELIGIBILITY

All regular full-time or part-time employees who have worked for the City for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

CONDITIONS OF LEAVE

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Additionally,

- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the City may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the City and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the City are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period will be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting.

NOTIFICATION REQUIREMENTS

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt City operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

REQUEST PROCEDURES

All requests for family and medical leave should be made by contacting the Human Resources Department. If possible, the request should be made thirty days in advance of the effective date of the leave. The Human Resources department will ask for the following information:

- The date FMLA leave will begin
- The probable/approximate duration of the leave
- The qualifying reason for the leave

The employee will be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner ~~form, and form and~~ return the form to the Human Resources Department where final approval will be determined.

If the employee takes leave without previously advising the City of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

Employee health insurance benefits will be maintained as if the employee were actively working. The employee must submit a check to the Human Resources Department to cover the amount of

the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternative arrangements may be worked out on a case-by-case basis. Basic life insurance benefits will continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the unpaid leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the City with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the City will assume that the employee has resigned.

602 Personal Leave without Pay

Employees who require time off in addition to paid leave may request personal leave without pay for up to a maximum of thirty days per occurrence. Employees are required to exhaust all available paid leave before unpaid leave will be granted.

All employees employed for a minimum of ninety days are eligible to apply for an unpaid personal leave of absence. Leave must be approved by the Department Director and City Manager. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved.

During leave without pay, employees will not accrue paid leave benefits. Please contact the Human Resources Department for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from City employment. Extensions of leave will only be considered on a case-by-case basis and must be approved by the City Manager.

603 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such ~~notice~~notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation

of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave will be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee will be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

701 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees, citizens, and the City organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas

- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from ~~work station~~workstation during the workday
- Unauthorized use of telephones, mail system, or other City-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct

702 Drug-Free Workplace

It is the City's policy to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

As part of the commitment to safeguard the health of City employees and to provide a safe working environment, the City has established a Drug-Free Workplace Policy. This policy is implemented pursuant to the Drug-Free Workplace program requirements under F.S. 440.102 and the proposed rules of the Department of Labor and Employment Security Division of Workers' Compensation. Employees will receive a copy of the Drug-Free Workplace policy and be asked to sign an acknowledgement.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise those concerns with a supervisor or the Human Resources Director without fear of reprisal.

703 Unlawful Discrimination and Harassment

The City is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of discrimination or unlawful harassment should promptly report the matter to a supervisor, a Department Director, or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Investigation of sexual any harassment complaints shall be in accordance with City Policy Prohibiting Unlawful Harassment contained in Resolution 2000-09.

Any supervisor or employee who becomes aware of possible discrimination or unlawful harassment should promptly advise the Human Resources Director and the City Manager who will jointly investigate the matter in a timely and confidential manner.

Anyone engaging in discrimination or unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

704 Attendance and Punctuality

The City of Fernandina Beach is a service organization, providing important and valuable services to the citizens of Fernandina Beach. In order to accomplish this objective, it is imperative that every employee be present when scheduled to provide the highest level of service possible. Tardiness and absences may result in disciplinary action up to, and including, termination.

The City provides its employees with sufficient vacation, holiday, sick days, or Paid Time Off (PTO) throughout the year. Vacation, PTO, and holidays should be scheduled with the employee's supervisor in advance (at least seventy-two hours for one or two days; two weeks' notice for three or more consecutive days). In special circumstances, the employee's supervisor may use discretion in approving vacation, PTO, or holidays with less notice.

NO CALL/NO SHOW

Unexpected or unplanned absences (due to illness or injury) should be reported to an immediate supervisor as soon as possible through electronic (text message or email) or telephone communication. Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. Any no call/no show lasting three consecutive working days is considered job abandonment and will result in immediate termination of employment.

Management may consider extenuating circumstances when determining discipline for a no call/no show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

705 Dress Code and Casual Days

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to residents and visitors. Employees are expected at all times to present a professional, businesslike image to customers, outside agencies and members of the public.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Consult a supervisor or Department Director, if necessary, as to what constitutes appropriate attire.

The following minimum dress code shall apply to all employees working in an office setting. Additional requirements may be made at the discretion of department directors for employees in that department.

- Dresses or skirts at a length to modestly allow bending or sitting.
- Shirts should be tucked in unless designed to be worn outside the skirt or slacks.
- Suits or tailored slacks.

- Enclosed shoes, dress sandals. Tennis shoes may be worn if working in the field on a limited basis or while performing housekeeping tasks. Thongs (flip-flops) and scuffs are not permitted.
- Collared shirts.
- For employees having face-to-face contact with outside customers, tattoos, body piercings (other than two earrings per ear) should be covered if possible. Body piercings must not present a safety or health risk while on the job.
- Jeans, or midriff tops are prohibited.

Employees in field or police and fire operations will abide by a dress code established by the department considering safety and public appearance. Department Directors will provide direction to employees with reference to dressing in a safe manner under dangerous working conditions.

At the City Manager's sole discretion, employees may be offered the opportunity to dress in a more casual fashion than is normally required. Friday is currently designated as a "Casual Day" in the City when employees may dress more casually. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, etc. The City Manager may issue more detailed regulations to ensure compliance with this policy.

706 Return of Property

Employees are responsible for all the City property, materials, or written information issued to them or in their possession or control. All City property must be returned by employees on or before the last day of work upon termination of employment.

707 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the City. Although advance notice is not required, the City requests at least 2 weeks' written resignation notice from all employees. Prior to or after an employee's departure, a voluntary exit interview will be offered to discuss the reasons for resignation. In lieu of that, the exit interview form will be mailed to the employee to allow the employee an opportunity to provide input.

Employees who separate from City employment will be paid for any unused vacation leave. A request by the employee to take any available paid leave between the date the resignation is tendered and the last day worked by the resigning employee require the approval of both the Department Director and the City Manager.

In cases of absence without supervisory notice or approval for three consecutive workdays, the City will consider that the employee has voluntarily resigned as a result of the abandonment of the position.

708 Fraternization

Supervisors must conduct themselves at all times in such a way as to allow them to be objective in carrying out their responsibilities such as assigning work, appraising performance, and administering discipline.

Supervisors who engage in romantic or personal relationships with subordinates are subject to compromising their ability to be objective and to treat all employees equally. Additionally, romantic or personal relationships can potentially expose the City to sexual harassment allegations.

Therefore, it is the policy of the City to disallow and expressly prohibit supervisors to engage in a romantic or personal relationship with any employee who is a subordinate of the supervisor. A subordinate of the supervisor is defined for the purpose herein as any employee whom the supervisor has the ability or responsibility to hire, promote, appraise performance and similar activities, or any employee for whom the supervisor has the ability or responsibility to recommend such actions.

709 Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by the City may not directly solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace; however, employees may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

Examples of impermissible forms of solicitation include:

- The circulation of petitions
- The distribution of literature not approved by the City
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on City bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, the message must be submitted to the Human Resources Director for approval. All approved messages will be posted by the Human Resources Director.

710 Progressive Discipline

It is the policy of the City to administer equitable and consistent discipline for unsatisfactory conduct and performance. The best disciplinary measure is the one that does not require ~~enforcement~~, but enforcement but comes from good leadership and fair supervision at all employment levels.

The City's own best interest lies in ensuring fair treatment of all employees and in making certain that corrective/disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

All corrective actions, with the exception of informal counseling, are to be documented. All documented, signed corrective/disciplinary actions are to be forwarded to the Human Resources Department and City Manager.

Disciplinary action may call for any one of four steps – oral warning, written reprimand, suspension (with or without pay), or termination of employment – depending on the severity of the problem and the number of occurrences. Although the intent of progressive discipline is to address ongoing issues, extenuating circumstances may arise when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for an oral warning; a next offense may be followed by a written reprimand; another offense may lead to a suspension; and still another offense may then lead to termination of employment. If more than twelve months have passed since the last disciplinary action, the process will normally start over.

The City recognizes that certain types of employee problems are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate discipline or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will initiate progressive discipline.

By using progressive discipline, most employee problems can be corrected at an early stage, benefiting both the employee and the City.

711 Problem Resolution

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the City supervisors and management.

The City strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure contained in the agreements between the City and the unions. No employee will be penalized, formally or informally, for voicing a complaint with the City or for using the problem resolution procedure.

If a complaint situation occurs which does not deal with working conditions, or the interpretation and application of the union contracts, employees are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. The employee presents problem to immediate supervisor after incident occurs. If the employee's immediate supervisor is unavailable or the employee believes it would be inappropriate to contact that person, employee may present problem to the Department Director, the City Manager, or any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary.

Employee presents problem to City Manager in writing for review and consideration. City Manager informs employee of decision. The City Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

800 Life-Threatening Illnesses in the Workplace

Employees with life-threatening illnesses often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure to the extent provided by Florida Public Records law. Managers and other employees have a responsibility to

respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Director or the City's Employee Assistance Program for information and referral to appropriate services and resources.

801 Whistle-Blower Protection Act

Employees are expected to report any violation of law by any City employee, official, or business entity with which the City is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.

Employees are expected to report improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the City, a City employee, or a member of the City Commission or any City Board. An employee with knowledge of such actions or activities shall report this information to the appropriate Department Director or the City Manager for investigation and resolution.

The investigation will be conducted by the City Manager and other staff as necessary, depending on the nature and circumstances of the allegations. Information related to an ongoing investigation will be maintained on a confidential basis to the extent provided by Florida Statute, Chapter 119.

Retaliation against an employee who reports any violation, abuse, or other improper action is strictly prohibited by Florida Statutes, Section 112.3187, by federal law and by City policy.

Disciplinary action, up to and including discharge, may be taken against an employee who knowingly files a false and/or malicious report.

802 Political Activity

The City recognizes the citizen rights of its employees, provided, however, that no employee is engaged in political activity which could conflict with employment with the City. For policy administration purposes, the following are examples of prohibited actions; however, this list is not all inclusive.

- Direct or indirect coercion, command or advice to any employee to pay, lend, or contribute any part of a salary, wages, or anything else of value to any party, committee, organization, agency, or person for political purposes while on duty or while using a badge of official authority.
- Use of official authority or official influence to affect the results of any nomination or election.
- Participation in any political activity while on duty or use of any City equipment or facilities for such activity, and unless required as part of the employee's official City duties and the law.
- Distribution of campaign literature, buttons, or other paraphernalia while on duty, on City property, or in uniform.
- Wearing campaign buttons, etc., while in uniform or while in contact with the public while on duty.

The intent of this policy is to permit meaningful, constructive political participation, but not in those areas where the effectiveness of the employee or the City as a whole would be harmed.

PERSONNEL POLICY MANUAL

EMPLOYEE ACKNOWLEDGEMENT FORM

The Personnel Policy Manual describes important information about the City and my employment, and I understand that I should consult the Human Resources Department regarding any questions not answered.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. All such changes will be communicated to me, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager and, as necessary, the City Commission has the ability to adopt any revisions to the policies in this manual.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I have received a copy of the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

EMPLOYEE'S NAME (printed)

EMPLOYEE'S SIGNATURE:

DATE

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-117
Option Agreement for Sale and Purchase - 526 Citrona Drive

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-117

SYNOPSIS: In January 2019, the City Commission directed the City Attorney and City Manager to work with North Florida Land Trust Land Protection Director Mr. Marc Hudson to acquire parcels located in the City. The parcel at 526 Citrona Drive has been identified as a desirable property to purchase for conservation. The proposed option agreement provides the City with six months to exercise the option to purchase the parcel. No other buyers can buy this parcel in this six-month option period.

FISCAL IMPACT: The City will be responsible for half of the total cost of acquiring this property. Funding is anticipated to come from the additional 1/2 millage increase in the Proposed FY2019/2020 Budget for the purpose of acquiring land for conservation. If this proposed increase is not approved, alternative funding will need to be identified.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-117.

Tammi E. Bach, City Attorney	6/27/2019
Nicole Bednar, Administrative Services Manager	6/27/2019
Dale Martin, City Manager	7/2/2019
Pauline Testagrose, Comptroller	7/8/2019
Katie Newton, Legal Assistant	7/9/2019

Date: June 27, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN OPTION AGREEMENT FOR SALE AND PURCHASE OF A PARCEL OF LAND AT 526 CITRONA DRIVE FOR THE PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of land appropriate for conservation; and

WHEREAS, the NFLT has sent an offer letter to the property owners, John and Margarita Dodd, who own the parcel located at 526 Citrona Drive ("parcel") which has been identified by the City Commission as a desirable property for conservation; and

WHEREAS, the Option Agreement for Sale and Purchase for the parcel provides 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 John and Margarita Dodd, attached hereto as Exhibit "1".

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

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 16th day of July, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is dated and effective as of July __, 2018 (the "Effective Date"), by and between the John and Margarita Dodd, having an address of 2775 Rachel Ave, Fernandina Beach, FL 32034 (the "Seller"), and the City of Fernandina Beach, having an address of 204 Ash Street, Fernandina Beach, FL 32034 (the "Purchaser").

WHEREAS, Seller is the owner in fee simple absolute of certain real property located in Fernandina Beach, Nassau County, Florida more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property"); and

WHEREAS, the execution of this document by the City Manager was approved by a majority vote of the Commission of the City of Florida on July __, 2019, as per resolution #_____ attached as Exhibit C;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to receive from Seller, and Seller is willing to grant to Purchaser, the option to purchase all right, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the Option Payment (as hereafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Grant of Option. For a period of six (6) months (as the same may be extended from time to time by written agreement of the parties, the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the date which is six calendar months after the Effective Date, Seller hereby grants to Purchaser the exclusive, assignable right and option to purchase the Property (the "Option"), in accordance with the provisions of this Agreement. Purchaser may, in its sole discretion, exercise the Option at any time during the Option Period by providing Seller with notice in accordance with paragraph 13 (the "Option Exercise Date"). In the event that Purchaser fails to exercise the Option during the Option Period, this Agreement shall terminate without further action of the parties, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).
2. Option Payment. In consideration of Seller agreeing to grant the Option, Purchaser shall make a non-refundable payment of One Hundred and No/100 Dollars (\$100.00) in certified funds made payable to the order of Seller or by wire transfer to Seller (the "Option Payment") within ten (10) days of the Effective Date.
3. Purchase Price. Subject to credits, adjustments and prorations in this Contract, the total purchase price for the Property is TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00). The Purchase Price shall be paid by Buyer to Seller in the following manner: At Closing (as hereafter defined), Purchaser shall pay the Purchase Price in certified funds made

payable to the order of Seller or by wire transfer to Seller, subject to (a) adjustments as provided in paragraph 8 and (b) credit for application of the Option Payment.

4. Environmental Site Assessment. Within ninety (90) days of the Option Exercise Date or at any time prior thereto (the "Inspection Period"), Purchaser shall obtain, at its sole cost and expense, an environmental site assessment of the Property ("ESA") to determine the existence and extent, if any, of any Hazardous Materials (as hereafter defined) on or affecting the Property, and shall provide Seller with a true and correct copy of the ESA. In the event that the ESA confirms the presence of Hazardous Materials, either Seller or Purchaser may, in its sole discretion, terminate this Agreement for environmental matters by providing written notice to the other party prior to the expiration of the Inspection Period or within thirty (30) days of the Purchaser's delivery of the ESA to Seller, whichever occurs first (the "ESA Notice Period"), in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Should the parties elect not to so terminate this Agreement, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion such actions as are necessary to bring the Property into full compliance with Environmental Laws (as hereafter defined) and shall provide Purchaser with documentation evidencing completion of such actions, which documentation shall be in form and substance satisfactory to Purchaser in its sole discretion. If, despite diligent efforts, Seller is unable to bring the Property into full compliance with Environmental Laws within ninety (90) days of the expiration of the ESA Notice Period (the "ESA Objection Cure Period"), Purchaser, in its sole discretion, may elect to: (a) repeatedly extend the ESA Objection Cure Period for up to three (3) years by written notice to Seller prior to the expiration of the immediately preceding ESA Objection Cure Period; or (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).

In the event that the ESA confirms the presence of Hazardous Materials on or affecting the Property and the parties elect not to terminate this Agreement, Seller shall defend, hold harmless, and indemnify Purchaser (including its officers, directors, shareholders, partners, employees, members, principals, agents and representatives) and its successors and assigns (collectively, the "Purchaser Parties") from and against any and all Claims (as hereafter defined) and any and all losses, costs claims, liabilities, expenses, demands, fees and obligations that may at any time be imposed upon, incurred by, or asserted or awarded against any of the Purchaser Parties that relate to the presence of Hazardous Materials on or affecting the Property and for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing.

As used herein, "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. As used herein, "Hazardous Materials" means any hazardous waste, hazardous substance, or hazardous material, as defined under any Environmental Law, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. As used herein, "Environmental Laws" shall

mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, material containing or producing polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now in effect.

5. Survey and Title. During the Inspection Period or at any time prior thereto, Purchaser shall obtain, at its sole cost and expense, and provide Seller with true and correct copies of an ALTA survey of the Property from a certified professional surveyor licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Survey"), and an ALTA title insurance commitment relative to the Property for an owner's policy of title insurance, including copies of all documents identified as Schedule B exceptions (the "Title Commitment"), from a title insurance company licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Title Company"). If the Survey or Title Commitment discloses any matter(s) including, without limitation, defects in title which are not acceptable to Purchaser, in its sole discretion (The "Title Objection(s)"), Purchaser shall provide Seller with written notice of such Title Objection(s) prior to the expiration of the Inspection Period or within thirty (30) days of the receipt of the Title Commitment by Buyer, whichever occurs first, and Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion correction of such Title Objection(s) within thirty (30) days of the delivery of the Title Objections to Seller (the "Title Objection Cure Period"). If, despite diligent efforts, Seller is unable to remove the Title Objection(s) within the Title Objection Cure Period, Purchaser, in its sole discretion, may elect to: (a) accept the Survey and Title Commitment in their their-current state, with a reduction in the Purchase Price in an amount mutually agreed upon by the parties; (b) accept the Survey and Title Commitment in their then-current state, with no reduction in the Purchase Price; (c) extend the Objection Cure Period to a date or dates designated by Purchaser, during which time Seller shall continue to use diligent efforts to remove the Title Objection(s); or (d) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Without limitation of the foregoing, the parties acknowledge and agree that any encroachments, severances or reservations of oil, gas or other minerals, or oil, gas or other mineral leases affecting the Property shall be deemed Title Objections, and that the lien of general real estate taxes for the then-current tax fiscal year as of the Closing shall not constitute a Title Objection.

6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place only after the later of the expiration of (a) the Inspection Period, (b) the ESA Objection Cure Period (if applicable and as extended from time to time), or (c) the Title Option

Cure Period (if applicable and as extended from time to time), and prior to the expiration of six (6) months from the effective date. At Purchaser's sole option, the Closing shall occur by mail through the delivery of documents and items pursuant to escrow instructions that are consistent with this Agreement, or in the offices of the Title Company.

7. Closing Documents. The following shall collectively be referred to as the "Closing Documents."

- (a) At Closing, Seller shall execute and deliver:
 - (i) A Warranty Deed (the "Deed") in substantially the same form attached hereto and hereby incorporated by reference as Exhibit B, provided that the parties agree to modify the Deed to conform with the requirements of the State of Florida, as grantee, if applicable.
 - (ii) An affidavit against mechanics' liens and against parties in possession, and such other documents as may be required by the Title Company in order to remove standard ALTA title policy exceptions and issue an owner's policy of title insurance insuring marketable title to the Property to Purchaser.
 - (iii) Any documents necessary to cure Title Objection(s) that have not been waived by Purchaser.
 - (iv) Such authorizations, consents, and/or resolutions as may be required to demonstrate Seller's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (v) A settlement statement.
 - (vi) Such other documents, if any, necessary to close in accordance with the terms of this Agreement and fully and completely comply with all applicable laws, customs, practices and standards in the State of Florida.
- (b) At Closing, Purchaser shall execute and deliver:
 - (i) Such authorizations, consents, and/or resolutions as may be required to demonstrate Purchaser's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (ii) A settlement statement.

8. Closing Costs; Real Estate Taxes. At Closing, Purchaser will pay documentary revenue stamp taxes, the cost of recording the Deed and any other recordable instruments that Purchaser and Title Company deem necessary to insure good and marketable title to the Property, and all costs associated with the Title Commitment and the issuance of an owner's title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the Property in the amount of the Purchase Price. At Closing, real estate taxes and assessments will be prorated between the

parties for the period for which such taxes are assessed, regardless of when payable, and any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties, each of which is true and correct as of the Effective Date and shall be true and correct at Closing, and all of which shall survive the Closing or earlier termination or expiration of this Agreement. Seller shall defend, hold harmless, and indemnify the Purchaser Parties from and against any and all Claims resulting from a breach of any of the following representations and warranties.

- (a) Title to Property; Authority; Access. Seller is the sole legal owner of the Property in fee simple. The Property is not currently subject to any written or oral lease, option, agreement of sale, claim, or legal proceeding except as specifically set forth herein. Seller has the full power and authority to execute and fully perform this Agreement. There is legal and practical ingress and egress to and from the Property over public roads or by virtue of valid, recorded easements that run with the land for the use and benefit of and as appurtenances to the Property.
- (b) Condition of Property. The Seller is not aware of any facts that would adversely affect the Purchaser's prospective acquisition of the Property, or that materially affect the value of the Property which could not readily be observed by Purchaser apart from such matters, if any, have been expressly disclosed to Purchaser herein.
- (c) Hazardous Materials. To the best of Seller's knowledge: (i) the Property is not currently and has never been used for the manufacture, use, storage or disposal of any Hazardous Materials; (ii) no Hazardous Materials have ever been or are presently stored or located on the Property; and (iii) the Property is not currently and has never been subject to any Superfund or other lien or claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Materials and/or violation of any Environmental Laws. In the event that Hazardous Materials for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing are found to exist, Seller shall, in addition to defending, holding harmless, and indemnifying the Purchaser Parties as set forth in paragraph 4 above, promptly commence and diligently pursue to completion the clean up of such Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.
- (d) Broker. Seller has dealt with no broker, finder, or other person in connection with the sale or negotiation of the sale of the Property to Purchaser in any manner that might give rise to any claim for commission against Purchaser. Seller shall indemnify and hold the Purchaser harmless from and against any losses, damages,

costs or expenses incurred by Purchaser due to a breach of the foregoing warranty by Seller.

- (e) Government Farm Programs. The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements which restrict either the use of the Property or the modification of any improvements located thereon.

- (f) Parties in Possession. No parties other than Seller are occupying, possessing, or have the right to possess all or any part of the Property.

10. Risk of Loss; Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of Closing and represents and warrants that the Property shall be in the same or essentially the same condition at Closing as it is in as of the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event that the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, in its sole discretion, to terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). In the event that the Property contains any abandoned personal property, refuse, garbage, junk, rubbish, trash and/or debris (collectively, "Refuse") as of the Effective Date, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion removal of all Refuse from the Property prior to the expiration of the Inspection Period. If, despite diligent efforts, Seller is unable to remove the Refuse from the Property prior to the Closing, Purchaser, in its sole discretion, may elect to: (a) extend the amount of time Seller has to remove the Debris from the Property; (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement); or (c) deduct the expense necessary to remove the Refuse from Seller's sale proceeds at Closing.

11. Right to Enter Property. Seller agrees that, from and after the Effective Date, Purchaser and its agents, following twenty-four (24) hours' prior notice to Seller in accordance with paragraph 13, shall have the right to enter the Property for all lawful purposes related to this Agreement including, without limitation, performing inspections of the Property relating to Purchaser's due diligence in connection with this Agreement.

12. Assignment. This Agreement and/or the right to be named as the grantee on the Deed may be assigned by Purchaser, in its sole discretion, in which event Purchaser will provide notice of such assignment to Seller in accordance with paragraph 13. Seller may not assign this Agreement without the prior written consent of Purchaser.

13. Notice. All notices, demands or other communications given hereunder shall be in writing to the addresses set forth below, and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next

following such date) or (b) by electronic mail, provided that delivery thereof can reasonably be demonstrated to have been made and received:

If to Seller: Name
 Street
 City, State, Zip
 Email: _____

If to Purchaser: City of Fernandina Beach
 Dale Martin, City Manager
 204 Ash Street
 Fernandina Beach, FL 32034
 Email: dmartin@fbfl.org

Actual knowledge may obviate the need to formally give or receive notice if actual knowledge can be demonstrated by conduct or communications. Each party may change its notice address by providing notice of the new address to the other party.

14. Default. In the event that Seller defaults in the performance of any of its obligations hereunder, Purchaser, in its sole discretion, may elect to: (a) waive such default and proceed to Closing; (b) seek equitable relief to enforce specific performance of Seller's obligations hereunder; or (c) terminate this Agreement and retain any and all rights and remedies that survive termination or expiration hereunder.

15. Time. Time is of the essence with respect to each and every provision of this Agreement.

16. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

17. Binding Effect. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. Entire Agreement. This Agreement, together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property contained in Exhibit A is based on publicly-available Nassau County assessor records, and shall be replaced in the Closing Documents by the legal description of the Property in the Survey and Title Commitment, as approved by Purchaser, without the necessity of the parties' written amendment to this Agreement.

19. Nonwaiver. Purchaser's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be

EXHIBIT A

THE PROPERTY

526 Citrona Drive., Fernandina Beach, Nassau County, FL Assessor ID

Nos. 00-00-31-1616-0003-0000

[TO BE REPLACED IN CLOSING DOCUMENTS BY SURVEYED LEGAL DESCRIPTION]

EXHIBIT B

WARRANTY DEED

THIS WARRANTY DEED (the "Deed") is made this ____ day of _____, 201_ (the "Effective Date"), by the _____, having an address _____ ("Grantor") to _____, a _____ having an address of _____ (including, without limitation, its successors and assigns, "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, all of Grantor's right, title, and interest in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Nassau and State of Florida, to wit:

[insert legal description (the "Property")].

SUBJECT TO all easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby fully warrants the title to the Property and will defend the same from all claims whatsoever.

Ad valorem taxes for the current year having been prorated as of the date hereof, payment thereof is expressly assumed by Grantee, as evidenced by Grantee's acceptance of the delivery hereof and the recordation hereof in the Real Property records of Nassau County, Florida.

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

Signed, Sealed and Delivered in the presence of:

Print Name: _____

Name

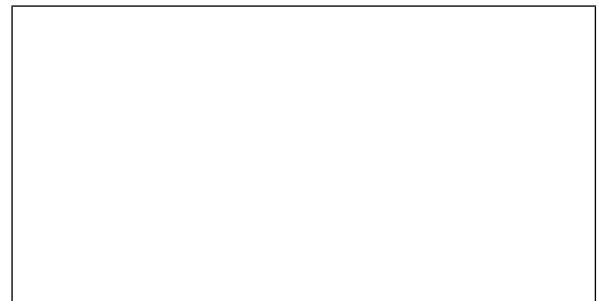
Print Name: _____

State of Florida)
)ss.
County of Nassau)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-118
Vehicle Purchase Approval/Budget Amendment – Police Department

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-118

SYNOPSIS: This vehicle and equipment purchase is necessary due to the need to replace a 2016 Police Utility vehicle determined to be a total loss after being rear-ended by a drunk driver in a crash on June 20, 2019.

The Police Department requests the City Commission's approval to purchase a 2019 Ford Interceptor Police rated Utility - AWD vehicle. This proposed vehicle purchase complies with the Vehicle Use Policy under the Florida Sheriff's Association pricing in the amount of \$30,620 and an additional \$18,000 for all related equipment.

City Commission approval is required as this lump sum purchase exceeds the City Manager's spending authority. This Resolution also includes the necessary budget amendments for this purchase.

FISCAL IMPACT: Funds in the amount of \$17,000 are available in the Insurance Fund Property/Liability Premium account, 631 22631.

Funds in the amount of \$32,000 are available for transfer to the Police Machinery and Equipment, account, 0012100 56400, from: Police Repair & Maintenance Buildings account, 0012100 54610 (\$14,000); Police Full-Time Salaries account, 0012100 51200 (\$9,000); and Police Part-Time Salaries account, 0012100 51350 (\$9,000).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-118.

James Hurley, Chief of Police	7/15/2019
Jeremiah Glisson, Fleet & Facilities Maintenance Director	7/15/2019
Nicole Bednar, Administrative Services Manager	7/15/2019
Dale Martin, City Manager	7/15/2019
Pauline Testagrose, Comptroller	7/15/2019
Tammi E. Bach, City Attorney	7/15/2019
Katie Newton, Legal Assistant	7/15/2019

Date: July 12, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE AND EQUIPMENT FOR THE POLICE DEPARTMENT FOR FISCAL YEAR 2018/2019; APPROVING AMENDMENTS TO THE POLICE DEPARTMENT FUND BUDGET FOR FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20, 2019, a City Police vehicle was totaled as a result of a rear end accident involving a drunk driver; and

Whereas, staff has located a vehicle at Duval Ford very similar to the totaled vehicle. The vehicle is only available for a short period of time; therefore, necessitating an emergency approval by the City Commission; and

WHEREAS, the Police Department requests City Commission approval to purchase a 2019 Ford Police Utility Vehicle and all related equipment in Fiscal Year 2018/2019; and

WHEREAS, pricing is set through pre-approved contracts for government use (Florida Sheriff's Association); and

WHEREAS, this purchase complies with the Vehicle Use Policy; and

WHEREAS, funds were not budgeted for this purchase. The City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$7,500; and

WHEREAS, funds in the amount of \$17,000 are available in the Insurance Fund Property/Liability Premium account, 631 22631. A transfer of \$32,000 to Police Machinery and Equipment account, 0012100 56400, from: Police Repair & Maintenance Buildings account, 0012100 54610 (\$14,000); Police Full-Time Salaries account, 0012100 51200 (\$9,000); and Police Part-Time Salaries account, 0012100 51350 (\$9,000).

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 purchase of a 2019 Ford Police Utility Vehicle and all related equipment for the Police Department in Fiscal Year 2018/2019.

SECTION 2. The City Commission hereby approves a transfer of \$32,000 to Police Machinery and Equipment account, 0012100 56400, from: Police Repair & Maintenance Buildings account, 0012100 54610 (\$14,000); Police Full-Time Salaries account, 0012100 51200 (\$9,000); and Police Part-Time Salaries account, 0012100 51350 (\$9,000).

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this purchase, upon the review and approval of the City Attorney.

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

ADOPTED this 16th day of July, 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

FERNANDINA BEACH PD

Prepared for:		Contract Holder	DATE:
FERNANDINA BEACH PD CAPTAIN JIM NORMAN 904-310-3204 jnorman@fbfl.org		Duval Ford Fleet Sales Laura Torbett (Work) 904-381-6599 (Fax) 904-387-6816 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 5	2020 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K8A	\$ 34,492.00
0	99R	3.7L V6 GAS ENGINE	\$ (2,000.00)
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	153	Front License Bracket	NC
0	51R	Driver's Side (Left Hand) Spotlight	NC
0	BUC	BACK UP CAMERA	NC
0	55F	KEYLESS ENTRY	NC
0	YZ	EXTERIOR: OXFORD WHITE	\$ -
0	9W	INTERIOR: CLOTH FRONT SEATS/ REAR VINYL	\$ -
0		VINYL FLOOR	\$ -
0			\$ -
0	52P	HIDDEN DOOR LOCK PLUNGERS	\$ 159.00
0	55F	KEYLESS ENTRY	\$ -
0	593	ANTI THEFT PERIMETER ALARM	\$ 119.00
0	60A	GRILLE WIRING	\$ 50.00
0	61R	CONFIGURABLE SWITCHES	\$ -
0	86P	FRONT HEADLAMP HOUSING	\$ -
0	86T	REAR TAIL LAMP HOUSING	\$ -
0	S000	PROVIDE 2019 MODEL IN LIEU OF 2020- S000 (VEHICLE IS AVAILABLE AS OF 7/12, SIBJECT TO AVAILABILITY)	\$ (2,200.00)
0			\$ -
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 30,620.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 30,620.00

WHEN YOU GET A MOMENT PLEASE CHECK OUT DERIVE SYSTEMS: <https://vimeo.com/128532843>





FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>FORD INTERCEPTOR POLICE RATED UTILITY - AWD (Specification #05)</u>			
Bozard Ford	2020 Ford Interceptor Utility AWD (K8A)	★ Western	\$34,826.00
ALT - Duval Ford LLC	2020 Ford Interceptor Utility AWD (K8A)	Western	\$34,915.00
Duval Ford LLC	2020 Ford Interceptor Utility AWD (K8A)	★ Northern	\$34,492.00
ALT - Garber Ford Inc	2020 Ford Interceptor Utility AWD (K8A)	Northern	\$35,323.00
Prestige Ford	2020 Ford Interceptor Utility AWD (K8A)	★ Central	\$34,990.00
ALT - Duval Ford LLC	2020 Ford Interceptor Utility AWD (K8A)	Central	\$35,096.00
Prestige Ford	2020 Ford Interceptor Utility AWD (K8A)	★ Southern	\$35,190.00
ALT - Duval Ford LLC	2020 Ford Interceptor Utility AWD (K8A)	Southern	\$35,440.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #5

2020 Ford Interceptor Utility AWD (K8A)

The Ford Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Interceptor Utility AWD (K8A)			
DEALER:	Bozard Ford	Duval Ford LLC	Prestige Ford	Prestige Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00

Order Code	Delete Options	Western	Northern	Central & Southern
16D ¹ 16D ² 16D ³	Badge delete (Police Interceptor Badge Only) <i>DUVALFORD; Deletes the "Police Interceptor" badging on rear liftgate. Deletes the "Interceptor" badging on front hood (EcoBoost®)</i> ²	NC ¹	NC ²	NC ³
D51R ¹ D51R ² D51Y ³	Driver's Side Spotlight <i>DUVALFORD;</i> ²	\$100.00 ¹	\$50.00 ²	(\$100.00) ³
D153 ¹ D153 ² D153 ³	Front License Bracket <i>DUVALFORD; TO DELETE KEYLESS ENTRY CREDIT \$100 FOR 55F.</i> ²	NC ¹	NC ²	NC ³
85D ¹ 85D ² 85D ³	* Front Console Plate - Delete Not available with option 67G, 67H, 67U, 85R* New for this model year <i>DUVALFORD;</i> ²	NC ¹	NC ²	NC ³
99W ¹ 699B ² 699B ³	3.3L Hybrid Engine <i>DUVALFORD;</i> ²	Std ¹	\$2,000.00 ²	(\$2,500.00) ³

Order Code	Add Options	Western	Northern	Central & Southern
99C ¹ 99C ² 99C ³	3.0L V6 EcoBoost Engine Upgrade <i>DUVALFORD; 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed). Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank).</i> ²	\$789.00 ¹	\$789.00 ²	\$789.00 ³
41H ¹ 41H ² 41H ³	Engine block heater <i>DUVALFORD;</i> ²	\$89.00 ¹	\$89.00 ²	\$89.00 ³
90D ¹ 90D ² 90D ³	Ballistic door panels - drive front door <i>DUVALFORD; Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g, 5.56 x 45mm M855 4g. For Level IV use code 90F at \$2414. Level IV is Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g, 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds</i>	\$1,584.00 ¹	\$1,584.00 ²	\$1,584.00 ³
90E ¹ 90E ² 90E ³	Ballistic door panels - driver & passenger front doors <i>DUVALFORD; Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g, 5.56 x 45mm M855 4g. For Level IV use code 90F at \$4829. Level IV is Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g, 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds</i>	\$3,169.00 ¹	\$3,169.00 ²	\$3,169.00 ³

VEHICLE:	Interceptor Utility AWD (K8A)				
DEALER:	Bozard Ford	Duval Ford LLC	Prestige Ford	Prestige Ford	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00	
63V ¹ 63V ² 63V ³	Cargo Storage Vault (includes lockable door)NOTE: Not available with Aux. Air Conditioning (17A) <i>DUVALFORD; Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A). For Setina weapons vault use \$1500²</i>		\$244.00 ¹	\$244.00 ²	\$244.00 ³
67G ¹ 67G ² 67G ³	Cargo Wiring Upfit Package- Rear console plate (85R) - contours through 2nd row; channel for wiring- Wiring overlay harness with lighting and siren interface connections- Vehicle Engine Harness:? Two (2) light connectors - supports up to six (6) LED lights (engine compartment)? Two (2) grille light connectors? Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block? One (1) 10-amp siren/speaker circuit (engine to cargo area)- Whelen Lighting PCC8R Control Head- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)- Light Controller / Relay Center Wiring (jumper harness)- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head- Pre-wiring for grille LED lights, siren and speaker (60A)- Does "not" include LED lights? Recommend Police Wire Harness Connector Kits 47C and 21PNote: Not available with options: 65U, 67H and 67U <i>DUVALFORD; FOR Ultimate Wiring Package use code 67U at \$559 Includes the following: Rear console mounting plate (85R) – contours through 2nd row; channel for wiring, Pre-wiring for grille LED lights, siren and speaker (60A), Wiring harness I/P to rear cargo area (overlay), Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille), One (1) 10-amp siren/speaker circuit engine cargo area, Rear hatch/cargo area wiring – supports up to six (6) rear LED lights, Does “not” include LED lights, side connectors or controller, Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67H²</i>		NA ¹	NA ²	NA ³
66A ¹ 66A ² 66A ³	Front Headlamp Lighting Solution– Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High BeamWig-wag function and two (2) white rectangular LED side warning lights– Includes pre-wire for grille LED lights, siren and speaker (60A)– Wiring, LED lights included. Controller "not" includedNote: Not available with option: 67HNote: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U) <i>DUVALFORD; Front Headlamp Lighting Solution Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue), Includes pre-wire for grille LED lights, siren and speaker (60A), Wiring, LED lights included. Controller “not” included Note: Not available with option: 67H. Note: Recommend using Ultimate Wiring Package (67U)²</i>		\$894.00 ¹	\$894.00 ²	\$894.00 ³
86P ¹ 86P ³	Front Headlamp / Police Interceptor Housing Only– Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H <i>DUVALFORD; ²</i>		Std ¹	Std ²	NA ³
65U ¹ 65U ² 65U ³	Interior Upgrade Package– 1st and 2nd Row Carpet Floor Covering– Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console– Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D)Note: Not available with options: 67G, 67H, 67U <i>DUVALFORD; Interior Upgrade Package, 1st and 2nd Row Carpet Floor Covering, Cloth Seats – Rear, Center Floor Console less shifter w/unique Police console finish plate, Includes Console and Top Plate with 2 cup holders, Floor Mats, front and rear (carpeted), Deletes the standard console mounting plate (85D), SYNC® 3 Enhanced Voice Recognition Communications and Entertainment System – 4.2” Color LCD Screen Center-Stack “Smart Display”, AppLink®, 911 Assist® Note: SYNC® AppLink® lets you control</i>		\$389.00 ¹	\$389.00 ²	\$389.00 ³

VEHICLE:	Interceptor Utility AWD (K8A)			
DEALER:	Bozard Ford	Duval Ford LLC	Prestige Ford	Prestige Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00

	some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and Applink® software. Note: Not available with options: 67H, 67U, 85R ²			
593 ¹ 593 ² 593 ³	Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (595) <i>DUVALFORD; Perimeter Anti-Theft Alarm Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn. Requires Keyless-Entry Key Fob (55F) ²</i>	\$119.00 ¹	\$119.00 ²	\$119.00 ³
60A ¹ 60A ² 60A ³	Pre-wiring for grille lamp <i>DUVALFORD; Included in options 66A, 67H, 67U ²</i>	\$59.00 ¹	\$50.00 ²	\$49.00 ³
66B ¹ 66B ² 66B ³	Tail Lamp Lighting Solution– Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in tail lamps– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>DUVALFORD; ²</i>	\$429.00 ¹	\$429.00 ²	\$429.00 ³
67H ¹ 67H ² 67H ³	Ready for the Road Package:All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtail– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue)– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)– Wiring Harness:Two (2) 50 amp battery and ground circuits in RH rear-quarterNote: Not available with options: 66A; 66B; 66C; 67G, 67U <i>DUVALFORD; ²</i>	\$3,594.00 ¹	\$3,594.00 ²	\$3,594.00 ³
66C ¹ 66C ² 66C ³	Rear Lighting Solution– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass)– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>DUVALFORD; ²</i>	\$454.00 ¹	\$454.00 ²	\$454.00 ³
18X ¹ 18X ² 18X ³	100 watt siren/speaker <i>DUVALFORD; included with 67H ²</i>	\$314.00 ¹	\$314.00 ²	\$314.00 ³
61R ¹ 61R ³	Remappable (4) Switches on steering wheel (less SYNC) <i>DUVALFORD; ²</i>	Std ¹	Std ²	NA ³
61S ¹ 61S ³	Remappable (4) Switches on steering wheel (with SYNC) <i>DUVALFORD; ²</i>	Std ¹	Std ²	NA ³

VEHICLE:	Interceptor Utility AWD (K8A)			
DEALER:	Bozard Ford	Duval Ford LLC	Prestige Ford	Prestige Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00

85R ¹ 85R ² 85R ³	Rear Console PlateNOTE - Not available with option 65U, 85D <i>DUVALFORD;</i> ²	\$44.00 ¹	\$44.00 ²	NA ³
59S ¹ 55F ³	Remote Keyless Entry Key Fob (w/o Keypad, less PATS)NOTE: Not available with keyed alike. <i>DUVALFORD;</i> ²	Std ¹	Incl. ²	\$339.00 ³
67V ¹ 67V ² 47C ³	Police Wire Harness Connector Kit – FrontFor connectivity to Ford PI Package solutions includes:• (2) Male 4-pin connectors for siren• (5) Female 4-pin connectors for lighting/siren/speaker• (1) 4-pin IP connector for speakers• (1) 4-pin IP connector for siren controller connectivity• (1) 8-pin sealed connector• (1) 14-pin IP connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com <i>FT & REAR INC</i> ¹ <i>DUVALFORD;</i> Also includes in the rear; (2) Male 4-pin connectors for siren, (5) Female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector ²	\$184.00 ¹	\$184.00 ²	NA ³
67V ¹ 21P ³	Police Wire Harness Connector Kit – RearFor connectivity to Ford PI Package solutions includes:• (1) 2-pin connector for rear lighting• (1) 2-pin connector• (6) Female 4-pin connectors• (6) Male 4 pin connectors• (1) 10-pin connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com <i>FT & REAR INC</i> ¹ <i>DUVALFORD;</i> ²	NC ¹	NA ²	NA ³
17A ¹ 17A ² 17A ³	Auxiliary air conditioning <i>DUVALFORD;</i> ²	\$609.00 ¹	\$609.00 ²	\$609.00 ³
16C ¹ 16C ² 16C ³	Carpeted floor covering <i>INC FT & REAR FLOOR MATS</i> ¹ <i>DUVALFORD;</i> Includes floor mats, front and rear. Included with 65U ²	\$124.00 ¹	\$124.00 ²	\$124.00 ³
43D ¹ 43D ² 43D ³	Courtesy lamp disabled <i>DUVALFORD;</i> ²	\$24.00 ¹	\$25.00 ²	\$24.00 ³
17T ¹ 17T ² 17T ³	Dome lamp - red/white rear <i>DUVALFORD;</i> (deletes 3rd row overhead map light) ²	\$49.00 ¹	\$50.00 ²	\$49.00 ³
59E ¹ 59E ² 59E ³	Fleet key, keyed alike <i>DUVALFORD;</i> Option is for key code 1435x, for 1284x use 59B, for 0135x use 59D, for 0576x use 59F, for 1111x use 59J, for 1294x use 59C, for 0151x use 59G. ² N/A 55F ³	\$9.00 ¹	\$50.00 ²	\$49.00 ³
16C ¹ 16C ² 16C ³	Floor mats colored keyed to carpet <i>WEATHER TACH FLOOR MATES</i> ¹ <i>DUVALFORD;</i> 1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u. FOR RUBBER ALL WEATHER MATS USE \$140 ²	\$396.00 ¹	\$124.00 ²	\$124.00 ³
60R ¹ 60R ² 60R ³	Noise suppression bonds <i>DUVALFORD;</i> ²	\$99.00 ¹	\$99.00 ²	\$99.00 ³

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BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00	
68G ¹ 68G ² 68G ³	Rear door handles & locks inoperative <i>DUVALFORD; Not available with 52P. Note: Can manually remove window or door disable plate. Note: Locks/windows operable from driver's door switches with special tool²</i>		\$74.00 ¹	\$74.00 ²	\$74.00 ³
52P ² 18W ³	Rear window switches inoperative <i>DUVALFORD; Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches. Also available with 68G²</i>		Std	\$159.00 ²	NA ³
TREM ¹ TREMCO ² DLR ³	Tremco anti-theft - foot activated, dealer installed <i>DUVALFORD; Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²</i>		\$295.00 ¹	\$240.00 ²	\$195.00 ³
51S ¹ 51Z ³	Right-hand pillar mounted 6" spotlight with clear halogen bulb, factory installed <i>DUAL (DRIVE & PASENGER SPOT LIGHT) (LED) ¹</i> <i>DUVALFORD; For dealer installed use \$800 ²</i>		\$619.00 ¹	NA ²	\$619.00 ³
68Z ¹ 68Z ³	Roof rack side rails - black <i>DUVALFORD; ²</i>		NA ¹	NA ²	NA ³
SAFE ¹ SFST ² DLR ³	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less <i>DUVALFORD; Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. For factory option Police Engine Idle feature use code 47A \$259. This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.²</i>		\$295.00 ¹	\$259.00 ²	\$395.00 ³
BUC ¹ BUC ³	Backup "hot" camera with 3.5" LCD (rear mounted camera to provide wide angle field of surveillance at rear of vehicle) - Dealer installed <i>DUVALFORD; ²</i>		NA ¹	Std ²	\$695.00 ³
	Body side moldings <i>DUVALFORD; ²</i>		NA	NA ²	NA
	Chrome grille <i>DUVALFORD; ²</i>		NA	NA ²	NA
19L ¹ 19L ³	Lockable gas cap for easy fuel capless fuel-filler <i>DUVALFORD; ²</i>		NA ¹	NA ²	NA ³
91A ¹ 91A ³	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with order cods 91B, 91C, 91D) <i>DUVALFORD; ²</i>		NA ¹	NA ²	NA ³
91B ¹ 91B ³	Two-Tone Vinyl Package #2 (roof vinyl; hood vinyl - not available with order codes 91A, 91C, 91D) <i>DUVALFORD; ²</i>		NA ¹	NA ²	NA ³
91C ¹ 91C ³	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with order codes 91A, 91B, 91D) <i>DUVALFORD; ²</i>		NA ¹	NA ²	NA ³

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TT-PD ¹ 2TONE ² DLR ³	Two-tone paint (dealer installed) <i>DUVALFORD; Option is for doors only. For roof add \$250²</i>	\$1,696.00 ¹	\$1,200.00 ²	\$1,495.00 ³
76R ¹ 76R ² 76R ³	Reverse sensing <i>DUVALFORD; ²</i>	\$274.00 ¹	\$274.00 ²	\$274.00 ³
	Roof mounted luggage rack, no center cross beams <i>DUVALFORD; ²</i>	NA	NA ²	NA
65L ¹ 65L ² 65L ³	Wheel covers <i>DUVALFORD; Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E. For 18" Painted Aluminum Wheel use code 64E \$474 Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.²</i>	\$59.00 ¹	\$59.00 ²	\$59.00 ³
CONSOLE ²	Optional equipment - specify <i>DUVALFORD; TROY PRODUCTS [OPTION A] TROY PRODUCTS 14" sloped CONSOLE with computer deck. Includes floorplate and faceplates. Other consoles & accessories at 30% off master price list plus install. 4" dual cup internal beverage holder. 3" shallow console tray. DC outlet with cap, set of three (3). Height adjustable arm rest with 5"x8" foam pad, bolts to rear of console. \$680 [OPTION B] COMPUTER MOUNT with easy one-handed operation and swing-arm to accommodate customer supplied docking station. Bolts to TROY console. \$375. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²</i>	NA	\$680.00 ²	NA
PARTITION ²	Optional equipment - specify <i>DUVALFORD; TROY PRODUCTS [OPTION A] LARGE WINDOW PARTITION with sliding window, crawl-through barrier and weapon recess panel. Includes mounting kit. Partition kick panels with big-foot pockets. [OPTION B] REAR PARTITION, square-hole pattern with side airbag compliant mounting kit. \$650. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²</i>	NA	\$1,296.00 ²	NA
TROY OPTIONS ²	Optional equipment - specify <i>DUVALFORD; [OPTION A] PLASTIC SEAT with Officer-Safe seatbelt system. Includes rear partition with square-hole pattern and cargo window side panels. [OPTION B] WINDOW BARS: driver & passenger welded vertical bar window guards. \$500 [OPTION C] STORAGE VAULT, 40"Wx32"Lx12H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor. \$1450 [OPTION D] TILT-UP CARGO mount to allow access to the spare tire with full-size storage vault. \$550 [OPTION E] TILT-DOWN ELECTRONICS TRAY, mount to the TROY cargo mount. \$350 [OPTION F] COMMAND POST with tilt-up white board and storage drawers. Access to spare tire when mounted on TROY cargo mount. Other command post configurations available \$5250 [OPTION G] TROY PRODUCTS theft-deterrent dual weapon gun mount. Includes butt plates and lock brackets. Large handcuff style gun lock. Includes #2 key and push button. \$484. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²</i>	NA	\$1,600.00 ²	NA
MISC OPTS ²	Optional equipment - specify <i>DUVALFORD; [OPTION A] DEEP TINT: \$385 [OPTION B] 1GUN: Single Gun Rack mount G5000: Our universally mounted gun rack can be mounted on a partition, on a wire screen, or can be installed in your trunk. All of our steel gun racks come with 8 second timers but also feature handcuff, straight, or vending key overrides in the even of a power failure. Pro-gard's G5000 series can accommodate multiple weapons and accessories. \$395 [OPTION C] 2 GUN: Dual gun mount, g7210: \$436 [OPTION D] DECATUR RADAR G2S DUAL KA'S \$2250 [OPTION F] INVERTERS: [OPTION 1] TH750 750 Watt Inverter: \$400 [OPTION 2] TH1000 1000 Watt Inverter: \$600 [OPTION 3] TH2000 2000 Watt Inverter: \$750 [OPTION 4] TH3000 3000 Watt Inverter \$900 [OPTION 5] TH001 Remote Control for TH1000-TH3000 : \$68 [OPTION 6] DSI-12/1200N Dimensions 1200 watt Pure Sine Wave: \$1764 [OPTION 7] DSI-12/1500N Dimensions 1500 watt Pure Sine Wave: \$2170 [OPTION 8] DSI-12/2400N Dimensions 2400 watt Pure Sine Wave: \$3164 [OPTION 9] DSI-12/3000N Dimensions 3000 watt Pure Sine Wave: \$3514 [OPTION 10] DSI-REMOTE Remote control for Dimensions: \$224 [OPTION G] SAFETY: First Aid Kit, Fire Ext, Safety road hazard LED's \$525. [OPTION H] Base decal package \$350. [OPTION I] N2 nitro filled tires use \$225. [OPTION</i>	NA	\$385.00 ²	NA

VEHICLE:	Interceptor Utility AWD (K8A)			
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ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00

	JJ 3K use \$350. ALL Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification ²			
WESTIN ²	Optional equipment - specify DUVALFORD; [OPTION A] Westin Push Bumper. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. [OPTION 1] Defender Rear Partition Expanded Metal \$550 [OPTION 2] Defender Electrical Box \$495 [OPTION 3] Defender Prisoner Seat \$1200 [OPTION 4] Defender Door Panels \$495 [OPTION 5] Defender Window Guards \$350 [OPTION 6] Defender Partition w/Recessed Panel \$795 [OPTION 7] Push Bumper Elite \$495 [OPTION 8] PIT Bar Elite \$546 [OPTION 9] Elite 23.5" Solid Channel \$55 [OPTION 10] Elite 23.5" 2 Light Channel \$125 [OPTION 11] Elite 23.5" 4 Light Channel \$185 ²	NA	\$675.00 ²	NA
GR-5000 ¹ GR5 ² DLR ³	Go Rhino 5000 Series Push Bumpers DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$600, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²	\$896.00 ¹	\$420.00 ²	\$895.00 ³
RTS-LS3 ¹ LAGUNA PS ² DLR ³	Rear Transport Seat – Laguna System 3P DUVALFORD; Seat with Laguna Seat Belts (No Rear Cargo Screen Included). For ready buckle add \$115. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1300, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²	\$1,896.00 ¹	\$900.00 ²	\$895.00 ³
RTS-PG6 ¹ PG PS ² DLR ³	Rear Transport Seat – Pro Gard 6000 Series DUVALFORD; Standard Transport Seat w/ 1?4" Poly. Window Cargo Barrier & Seat OR Standard Transport Seat w/ 7 Ga. Steel Screen Window cargo bar. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1550, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²	\$1,896.00 ¹	\$1,150.00 ²	\$1,895.00 ³
DLR ³	Rear Transport Seat with extended seat belt – Patriot PSCV1 DUVALFORD; ²	NA	NA ²	\$1,995.00 ³
SPB-100-12 ¹ SPB12 ² DLR ³	Setina PB100A12 – 12" Aluminum Push Bumper DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$525, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²	\$696.00 ¹	\$380.00 ²	\$895.00 ³
SPB-100-16 ¹ SPB16 ² DLR ³	Setina PB100A16 – 16" Aluminum Push Bumper DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$535, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²	\$686.00 ¹	\$390.00 ²	\$995.00 ³
SPB-300-PB ¹ SPB300 ² DLR ³	Setina PB300 Push Bumper DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$635, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ²	\$696.00 ¹	\$455.00 ²	\$995.00 ³

VEHICLE:	Interceptor Utility AWD (K8A)			
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PB-P26 ¹ PGP26 ² DLR ³	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed <i>DUVALFORD; For recessed panel add \$80. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$990, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$896.00 ¹	\$810.00 ²	\$895.00 ³
S8S-LC ¹ S8VS ² DLR ³	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed <i>DUVALFORD; For recessed panel add \$100. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$955, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$996.00 ¹	\$765.00 ²	\$895.00 ³
S10-LC ¹ S10VS ² DLR ³	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed <i>DUVALFORD; For recessed panel add \$90. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1065, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$996.00 ¹	\$905.00 ²	\$895.00 ³
S12-LC ¹ S12VS ² DLR ³	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$640, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$996.00 ¹	\$450.00 ²	\$695.00 ³
K9-C ¹ K9 ² DLR ³	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$3000, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Kit Includes: Rubber Mat, Matte Black Powder Coat & White Interior Cage Light, heavy gauge aluminum, easy cleaning, as well as the comfort of the officer and k9 partner. Air bag tested. For 1/3 prisoner transport and 2/3rd k9 container add \$350. All prices are with installation. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$3,296.00 ¹	\$2,300.00 ²	\$2,395.00 ³
ERRD ¹ DRPOP ² DLR ³	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1000, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. R.E.S.C.U.E. Module, wireless door popper, and Shock. Specify driver or passenger side release. Price includes installation. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$1,496.00 ¹	\$800.00 ²	\$12,695.00 ³

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HAS ¹ HAS ² DLR ³	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. <i>DUVALFORD: This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$900, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. For Coolguard Heat Alarm System add \$700 that includes Temperature Monitoring and Heat Alarm, Includes Fan and Fan Guard, 2 tempetaru settings. Drive disable mode. For Coolguard Pager Add on Option add \$380 that includes E/Z-Cool Guard Pager System. Works in conjunction with Cool Guard Monitoring System and includes a glass mount antenna with 1 mile range. For Coolguard Fan Guard Kit add \$150 that includes 12" FAN, with vehicle specific fan guard and a on/off switch. All prices are with installation. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ²	\$996.00 ¹	\$700.00 ²	\$995.00 ³
NST ¹ TAG ² DLR ³	New state tag (specify state, county, city, sheriff, etc.) <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions</i> ²	\$185.00 ¹	\$230.00 ²	\$165.00 ³
TEMP TAG ¹ TEMP ² DLR ³	Temporary tag <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions</i> ²	\$16.00 ¹	\$108.00 ²	\$15.00 ³
TRAN REG ¹ TX ² DLR ³	Transfer existing registration (must provide tag number) <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions. [ALT D] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs.</i> ²	\$100.00 ¹	\$185.00 ²	\$100.00 ³
GMP-6/100 ¹ MPP575 ²	Maintenance Plan - specify Gas Premium Maint. Plan 6 year/100,000 mi. 5000 mi Intervals 20 SVC visits \$0 Deductible. Contact Dealer for available miles/ years / interval & synthetic oil options ¹ <i>DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$300 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor), limo, livery, shuttle, tow truck"</i> ²	\$2,400.00 ¹	\$1,860.00 ²	NA
MPP675 ²	Maintenance Plan - specify <i>DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$300 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor), limo, livery, shuttle, tow truck"</i> ²	NA	\$1,905.00 ²	NA
MPP610 ²	Maintenance Plan - specify <i>DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$500 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor), limo, livery, shuttle, tow truck"</i> ²	NA	\$2,400.00 ²	NA
6/100-P ¹ CB575 ² FP ³	Warranty - specify 6 year/ 100,000 mile Ford Power train Care Warranty \$0 Deductible ¹ <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2130. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide</i> ² 5/75 FORD PROTECTS BASE ³	\$1,900.00 ¹	\$1,605.00 ²	\$1,610.00 ³

VEHICLE:	Interceptor Utility AWD (K8A)			
DEALER:	Bozard Ford	Duval Ford LLC	Prestige Ford	Prestige Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,826.00	\$34,492.00	\$34,990.00	\$35,190.00

6/100-B ¹ CE575 ² FP ³	Warranty - specify 6 year /100,000 mile Ford Base Care Warranty \$0 Deductible ¹ DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2560. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ² 5/75 PORT PROTECTS ³	\$2,290.00 ¹	\$1,845.00 ²	\$1,845.00 ³
6/100-E ¹ CP575 ² FP ³	Warranty - specify 6year/ 100,000 mile Ford Extra Care Warranty \$0 Deductible ¹ DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3595. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ² 5/75 FORD PROTECTS PREM ³	\$2,745.00 ¹	\$2,535.00 ²	\$2,535.00 ³



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #5

2020 Ford Interceptor Utility AWD (K8A)

(Alternate Dealer Option)

The Ford Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Interceptor Utility AWD (K8A) (ALTERNATE DEALERS)			
DEALER:	Duval Ford LLC	Garber Ford Inc	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00

		Western & Central & Southern Northern	
Order Code	Delete Options		
16D ¹ 16D ²	Badge delete (Police Interceptor Badge Only) <i>DUVALFORD; Deletes the "Police Interceptor" badging on rear liftgate. Deletes the "Interceptor" badging on front hood (EcoBoost®)</i> ¹	NC ¹	NC ²
D51R ¹ D51Y ²	Driver's Side Spotlight <i>DUVALFORD;</i> ¹	\$50.00 ¹	(\$155.00) ²
D153 ¹ D153 ²	Front License Bracket <i>DUVALFORD; TO DELETE KEYLESS ENTRY CREDIT \$100 FOR 55F.</i> ¹	NC ¹	NC ²
85D ¹ 85D ²	* Front Console Plate - Delete Not available with option 67G, 67H, 67U, 85R* New for this model year <i>DUVALFORD;</i> ¹	NC ¹	NC ²
699B ¹ 699B ²	3.3L Hybrid Engine <i>DUVALFORD;</i> ¹	\$2,000.00 ¹	(\$3,053.00) ²

		Western & Central & Southern Northern	
Order Code	Add Options		
99C ¹ 99C ²	3.0L V6 EcoBoost Engine Upgrade <i>DUVALFORD; 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed). Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank.</i> ¹	\$789.00 ¹	\$789.00 ²
41H ¹ 41H ²	Engine block heater <i>DUVALFORD;</i> ¹	\$89.00 ¹	\$89.00 ²
90D ¹ 90D ²	Ballistic door panels - drive front door <i>DUVALFORD; Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g, 5.56 x 45mm M855 4g. For Level IV use code 90F at \$2414. Level IV is Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g, 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds</i>	\$1,584.00 ¹	\$1,584.00 ²
90E ¹ 90E ²	Ballistic door panels - driver & passenger front doors <i>DUVALFORD; Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g, 5.56 x 45mm M855 4g. For Level IV use code 90F at \$4829. Level IV is Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g, 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds</i>	\$3,169.00 ¹	\$3,169.00 ²
63V ¹ 63V ²	Cargo Storage Vault (includes lockable door)NOTE: Not available with Aux. Air Conditioning (17A) <i>DUVALFORD; Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A). For Setina weapons vault use \$1500</i> ¹	\$244.00 ¹	\$244.00 ²

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BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00

67G ¹ 67G ²	Cargo Wiring Upfit Package- Rear console plate (85R) - contours through 2nd row; channel for wiring- Wiring overlay harness with lighting and siren interface connections- Vehicle Engine Harness:? Two (2) light connectors - supports up to six (6) LED lights (engine compartment)? Two (2) grille light connectors? Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block? One (1) 10-amp siren/speaker circuit (engine to cargo area)- Whelen Lighting PCC8R Control Head- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)- Light Controller / Relay Center Wiring (jumper harness)- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head- Pre-wiring for grille LED lights, siren and speaker (60A)- Does "not" include LED lights? Recommend Police Wire Harness Connector Kits 47C and 21PNote: Not available with options: 65U, 67H and 67U <i>DUVALFORD; FOR Ultimate Wiring Package use code 67U at \$559 Includes the following: Rear console mounting plate (85R) – contours through 2nd row; channel for wiring, Pre-wiring for grille LED lights, siren and speaker (60A), Wiring harness I/P to rear cargo area (overlay), Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille), One (1) 10-amp siren/speaker circuit engine cargo area, Rear hatch/cargo area wiring – supports up to six (6) rear LED lights, Does “not” include LED lights, side connectors or controller, Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67H¹</i> <i>(67G NO LONGER AVAILABLE)67U: Ultimate Wiring Package -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine cargo area and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Grille LED Lights, Siren & Speaker Pre-Wiring: NOT AVAILABLE WITH 65U, 67H. ADD \$558²</i>	NA ¹	NA ²
66A ¹ 66A ²	Front Headlamp Lighting Solution– Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High BeamWig-wag function and two (2) white rectangular LED side warning lights– Includes pre-wire for grille LED lights, siren and speaker (60A)– Wiring, LED lights included. Controller "not" includedNote: Not available with option: 67HNote: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U) <i>DUVALFORD; Front Headlamp Lighting Solution Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue), Includes pre-wire for grille LED lights, siren and speaker (60A), Wiring, LED lights included. Controller “not” included Note: Not available with option: 67H. Note: Recommend using Ultimate Wiring Package (67U)¹</i>	\$894.00 ¹	\$893.00 ²
86P ²	Front Headlamp / Police Interceptor Housing Only– Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H <i>DUVALFORD; ¹</i>	Std ¹	Std ²
65U ¹ 65U ²	Interior Upgrade Package– 1st and 2nd Row Carpet Floor Covering– Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console– Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D)Note: Not available with options: 67G, 67H, 67U <i>DUVALFORD; Interior Upgrade Package, 1st and 2nd Row Carpet Floor Covering, Cloth Seats – Rear, Center Floor Console less shifter w/unique Police console finish plate, Includes Console and Top Plate with 2 cup holders, Floor Mats, front and rear (carpeted), Deletes the standard console mounting plate (85D), SYNC® 3 Enhanced Voice Recognition Communications and Entertainment System – 4.2" Color LCD Screen Center-Stack "Smart Display", Applink®, 911 Assist® Note: SYNC® Applink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and Applink® software. Note: Not available with options: 67H, 67U, 85R¹</i>	\$389.00 ¹	\$388.00 ²

VEHICLE:	Interceptor Utility AWD (K8A) (ALTERNATE DEALERS)			
DEALER:	Duval Ford LLC	Garber Ford Inc	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00
593 ¹ 593 ²	Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (595) <i>DUVALFORD; Perimeter Anti-Theft Alarm Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn. Requires Keyless-Entry Key Fob (55F)</i> ¹		\$119.00 ¹	\$119.00 ²
60A ¹ 60A ²	Pre-wiring for grille lamp <i>DUVALFORD; Included in options 66A, 67H, 67U</i> ¹		\$50.00 ¹	\$49.00 ²
66B ¹ 66B ²	Tail Lamp Lighting Solution– Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in tail lamps– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>DUVALFORD;</i> ¹		\$429.00 ¹	\$429.00 ²
67H ¹ 67H ²	Ready for the Road Package:All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue)– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)– Wiring Harness:Two (2) 50 amp battery and ground circuits in RH rear-quarterNote: Not available with options: 66A; 66B; 66C; 67G, 67U <i>DUVALFORD;</i> ¹		\$3,594.00 ¹	\$3,594.00 ²
66C ¹ 66C ²	Rear Lighting Solution– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass)– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>DUVALFORD;</i> ¹		\$454.00 ¹	\$454.00 ²
18X ¹ 18X ²	100 watt siren/speaker <i>DUVALFORD; included with 67H</i> ¹		\$314.00 ¹	\$314.00 ²
61R ²	Remappable (4) Switches on steering wheel (less SYNC) <i>DUVALFORD;</i> ¹		Std ¹	Std ²
61S ²	Remappable (4) Switches on steering wheel (with SYNC) <i>DUVALFORD;</i> ¹		Std ¹	Std ²
85R ¹ 85R ²	Rear Console PlateNOTE - Not available with option 65U, 85D <i>DUVALFORD;</i> ¹		\$44.00 ¹	\$44.00 ²
595 ²	Remote Keyless Entry Key Fob (w/o Keypad, less PATS)NOTE: Not available with keyed alike. <i>DUVALFORD;</i> ¹		Incl. ¹	Incl. ²
67V ¹ 47C ²	Police Wire Harness Connector Kit – FrontFor connectivity to Ford PI Package solutions includes:• (2) Male 4-pin connectors for siren• (5) Female 4-pin connectors for lighting/siren/speaker• (1) 4-pin IP connector for speakers• (1) 4-pin IP connector for siren controller connectivity• (1) 8-pin sealed connector• (1) 14-pin IP connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com <i>DUVALFORD; Also includes in the rear; (2) Male 4-pin connectors for siren, (5) Female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller</i>		\$184.00 ¹	\$184.00 ²

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BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00

	connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector ¹ NOW INCLUDED IN 67V FOR \$184 ²		
21P ²	Police Wire Harness Connector Kit – RearFor connectivity to Ford PI Package solutions includes:• (1) 2-pin connector for rear lighting• (1) 2-pin connector• (6) Female 4-pin connectors• (6) Male 4 pin connectors• (1) 10-pin connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com DUVALFORD; ¹ NOW INCLUDED IN 67V FOR \$184 ²	NA ¹	\$184.00 ²
17A ¹ 17A ²	Auxiliary air conditioning DUVALFORD; ¹	\$609.00 ¹	\$609.00 ²
16C ¹ 16C ²	Carpeted floor covering DUVALFORD; Includes floor mats, front and rear. Included with 65U ¹	\$124.00 ¹	\$124.00 ²
43D ¹ 43D ²	Courtesy lamp disabled DUVALFORD; ¹	\$25.00 ¹	\$24.00 ²
17T ¹ 17T ²	Dome lamp - red/white rear DUVALFORD; (deletes 3rd row overhead map light) ¹	\$50.00 ¹	\$49.00 ²
59E ¹ 59E ²	Fleet key, keyed alike DUVALFORD; Option is for key code 1435x, for 1284x use 59B, for 0135x use 59D, for 0576x use 59F, for 1111x use 59J, for 1294x use 59C, for 0151x use 59G. ¹	\$50.00 ¹	\$49.00 ²
16C ¹ 16C ²	Floor mats colored keyed to carpet DUVALFORD; 1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u. FOR RUBBER ALL WEATHER MATS USE \$140 ¹ 1ST AND 2ND ROW CARPET FLOOR COVERING (INCLUDES FRONT AND REAR MATS ²	\$124.00 ¹	\$124.00 ²
60R ¹ 60R ²	Noise suppression bonds DUVALFORD; ¹	\$99.00 ¹	\$99.00 ²
68G ¹ 68G ²	Rear door handles & locks inoperative DUVALFORD; Not available with 52P. Note: Can manually remove window or door disable plate. Note: Locks/windows operable from driver's door switches with special tool ¹	\$74.00 ¹	\$74.00 ²
52P ¹ 18W ²	Rear window switches inoperative DUVALFORD; Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches. Also available with 68G ¹	\$159.00 ¹	NA ²
TREMCO ¹ TREM ²	Tremco anti-theft - foot activated, dealer installed DUVALFORD; Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹	\$240.00 ¹	\$220.00 ²
51Z ²	Right-hand pillar mounted 6" spotlight with clear halogen bulb, factory installed DUVALFORD; For dealer installed use \$800 ¹ THIS ADDS 51W AND SPOTLIGHT INSERT AND INSTALLATION ²	NA ¹	\$348.00 ²
68Z ²	Roof rack side rails - black DUVALFORD; ¹	NA ¹	NA ²

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SFST ¹ SST ²	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less <i>DUVALFORD; Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. For factory option Police Engine Idle feature use code 47A \$259. This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i> ¹	\$259.00 ¹	\$249.00 ²
BUC/19V ²	Backup "hot" camera with 3.5" LCD (rear mounted camera to provide wide angle field of surveillance at rear of vehicle) - Dealer installed <i>DUVALFORD;</i> ¹ <i>REAR CAMERA ON-DEMAND(MIRROR DISPLAY)</i> ²	Std ¹	\$229.00 ²
	Body side moldings <i>DUVALFORD;</i> ¹	NA ¹	NA
	Chrome grille <i>DUVALFORD;</i> ¹	NA ¹	NA
19L ²	Lockable gas cap for easy fuel capless fuel-filler <i>DUVALFORD;</i> ¹	NA ¹	NA ²
91A ²	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with order cods 91B, 91C, 91D) <i>DUVALFORD;</i> ¹	NA ¹	NA ²
91B ²	Two-Tone Vinyl Package #2 (roof vinyl; hood vinyl - not available with order codes 91A, 91C, 91D) <i>DUVALFORD;</i> ¹	NA ¹	NA ²
91C ²	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with order codes 91A, 91B, 91D) <i>DUVALFORD;</i> ¹	NA ¹	NA ²
2TONE ¹ TTP ²	Two-tone paint (dealer installed) <i>DUVALFORD; Option is for doors only. For roof add \$250</i> ¹ <i>Two-tone paint (dealer installed) FOR FOUR DOORS ONLY, FOR ROOF ADD \$400</i> ²	\$1,200.00 ¹	\$896.00 ²
76R ¹ 76R ²	Reverse sensing <i>DUVALFORD;</i> ¹	\$274.00 ¹	\$274.00 ²
	Roof mounted luggage rack, no center cross beams <i>DUVALFORD;</i> ¹	NA ¹	NA
65L ¹ 65L ²	Wheel covers <i>DUVALFORD; Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E. For 18" Painted Aluminum Wheel use code 64E \$474 Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.</i> ¹ <i>18" WHEEL COVERS</i> ²	\$59.00 ¹	\$59.00 ²
CONSOLE ¹ 7170-0570-04 ²	Optional equipment - specify <i>DUVALFORD; TROY PRODUCTS [OPTION A] TROY PRODUCTS 14" sloped CONSOLE with computer deck. Includes floorplate and faceplates. Other consoles & accessories at 30% off master price list plus install. 4" dual cup internal beverage holder. 3" shallow console tray. DC outlet with cap, set of three (3). Height adjustable arm rest with 5"x8" foam pad, bolts to rear of console. \$680 [OPTION B] COMPUTER MOUNT with easy one-handed operation and swing-arm to accommodate customer supplied docking station. Bolts to TROY console. \$375. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ¹ <i>Short console box, cup holder, armrest, Mongoose motion attachment. Add \$235 for universal laptop tray.</i> ²	\$680.00 ¹	\$796.00 ²

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BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00	
PARTITION ¹ VGM ²	Optional equipment - specify DUVALFORD; TROY PRODUCTS [OPTION A] LARGE WINDOW PARTITION with sliding window, crawl-through barrier and weapon recess panel. Includes mounting kit. Partition kick panels with big-foot pockets. [OPTION B] REAR PARTITION, square-hole pattern with side airbag compliant mounting kit. \$650. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹ PROGARD-Vertical Partition Mount Single Weapon Tri-Lock G/R w/Handcuff key. ADD \$70 FOR DUAL GUNS. ²			\$1,296.00 ¹	\$405.00 ²
TROY OPTIONS ¹ DPWB ²	Optional equipment - specify DUVALFORD; [OPTION A] PLASTIC SEAT with Officer-Safe seatbelt system. Includes rear partition with square-hole pattern and cargo window side panels. [OPTION B] WINDOW BARS: driver & passenger welded vertical bar window guards. \$500 [OPTION C] STORAGE VAULT, 40"Wx32"Lx12H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor. \$1450 [OPTION D] TILT-UP CARGO mount to allow access to the spare tire with full-size storage vault. \$550 [OPTION E] TILT-DOWN ELECTRONICS TRAY, mount to the TROY cargo mount. \$350 [OPTION F] COMMAND POST with tilt-up white board and storage drawers. Access to spare tire when mounted on TROY cargo mount. Other command post configurations available \$5250 [OPTION G] TROY PRODUCTS theft-deterrent dual weapon gun mount. Includes butt plates and lock brackets. Large handcuff style gun lock. Includes #2 key and push button. \$484. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹ ABS DOOR PANELS AND WINDOW BARS ²			\$1,600.00 ¹	\$465.00 ²
MISC OPTS ¹ WPB ²	Optional equipment - specify DUVALFORD; [OPTION A] DEEP TINT: \$385 [OPTION B] 1GUN: Single Gun Rack mount G5000: Our universally mounted gun rack can be mounted on a partition, on a wire screen, or can be installed in your trunk. All of our steel gun racks come with 8 second timers but also feature handcuff, straight, or vending key overrides in the even of a power failure. Pro-gard's G5000 series can accommodate multiple weapons and accessories. \$395 [OPTION C] 2 GUN: Dual gun mount, g7210: \$436 [OPTION D] DECATUR RADAR G2S DUAL KA'S \$2250 [OPTION F] INVERTERS: [OPTION I] TH750 750 Watt Inverter: \$400 [OPTION 2] TH1000 1000 Watt Inverter: \$600 [OPTION 3] TH2000 2000 Watt Inverter: \$750 [OPTION 4] TH3000 3000 Watt Inverter \$900 [OPTION 5] TH001 Remote Control for TH1000-TH3000 : \$68 [OPTION 6] DSI-12/1200N Dimensions 1200 watt Pure Sine Wave: \$1764 [OPTION 7] DSI-12/1500N Dimensions 1500 watt Pure Sine Wave: \$2170 [OPTION 8] DSI-12/2400N Dimensions 2400 watt Pure Sine Wave: \$3164 [OPTION 9] DSI-12/3000N Dimensions 3000 watt Pure Sine Wave: \$3514 [OPTION 10] DSI-REMOTE Remote control for Dimensions: \$224 [OPTION G] SAFETY: First Aid Kit, Fire Ext, Safety road hazard LED's \$525. [OPTION H] Base decal package \$350. [OPTION I] N2 nitro filled tires use \$225. [OPTION J] 3K use \$350. ALL Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification! ¹ WESTIN ELITE:Push Bumper Elite with Solid Channel.ADD\$289 FOR PIT BAR ELITE ²			\$385.00 ¹	\$568.00 ²
WESTIN ¹ SCB ²	Optional equipment - specify DUVALFORD; [OPTION A] Westin Push Bumper. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. [OPTION 1] Defender Rear Partition Expanded Metal \$550 [OPTION 2] Defender Electrical Box \$495 [OPTION 3]Defender Prisoner Seat \$1200 [OPTION 4]Defender Door Panels \$495 [OPTION 5] Defender Window Guards \$350 [OPTION 61]Defender Partition w/Recessed Panel \$795 [OPTION 7]Push Bumper Elite \$495 [OPTION 8]PIT Bar Elite \$546 [OPTION 9] Elite 23.5" Solid Channel \$55 [OPTION 10]Elite 23.5" 2 Light Channel \$125 [OPTION 11]Elite 23.5" 4 Light Channel \$185 ¹ SETINA CARGO BOX ²			\$675.00 ¹	\$899.00 ²
GR5 ¹ GR5000 ²	Go Rhino 5000 Series Push Bumpers DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$600, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹			\$420.00 ¹	\$546.00 ²

VEHICLE:	Interceptor Utility AWD (K8A) (ALTERNATE DEALERS)			
DEALER:	Duval Ford LLC	Garber Ford Inc	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00
LAGUNA PS ¹ LS3P ²	Rear Transport Seat – Laguna System 3P DUVALFORD; Seat with Laguna Seat Belts (No Rear Cargo Screen Included). For ready buckle add \$115. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1300, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹ Rear seat with Laguna seat belts(No rear partition) Add \$100 for Ready Buckle ²		\$900.00 ¹	\$885.00 ²
PG PS ¹ PG6000 ²	Rear Transport Seat – Pro Gard 6000 Series DUVALFORD; Standard Transport Seat w/ 1?4" Poly. Window Cargo Barrier & Seat OR Standard Transport Seat w/ 7 Ga. Steel Screen Window cargo bar. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1550, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹ Standard Transport Seat w/ 1?4" Poly. Window Cargo Barrier & Seat ²		\$1,150.00 ¹	\$1,349.00 ²
SPB12 ¹ SPB-12 ²	Rear Transport Seat with extended seat belt – Patriot PSCV1 DUVALFORD; ¹		NA ¹	NA
	Setina PB100A12 – 12" Aluminum Push Bumper DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$525, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹		\$380.00 ¹	\$580.00 ²
SPB16 ¹ SPB-16 ²	Setina PB100A16 – 16" Aluminum Push Bumper DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$535, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹		\$390.00 ¹	\$595.00 ²
SPB300 ¹ PB300 ²	Setina PB300 Push Bumper DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$635, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹		\$455.00 ¹	\$586.00 ²
PGP26 ¹ PG2600 ²	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed DUVALFORD; For recessed panel add \$80. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$990, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹		\$810.00 ¹	\$885.00 ²
S8VS ¹ 8S ²	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed DUVALFORD; For recessed panel add \$100. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$955, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification. ¹		\$765.00 ¹	\$845.00 ²

VEHICLE:	Interceptor Utility AWD (K8A) (ALTERNATE DEALERS)			
DEALER:	Duval Ford LLC	Garber Ford Inc	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00
S10VS ¹ 10S ²	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed <i>DUVALFORD; For recessed panel add \$90. This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1065, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ¹		\$905.00 ¹	\$849.00 ²
S12VS ¹ 12S ²	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$640, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options.. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ¹ PARTITION ONLY ²		\$450.00 ¹	\$565.00 ²
K9 ¹ K9 ²	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$3000, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. Kit Includes: Rubber Mat, Matte Black Powder Coat & White Interior Cage Light, heavy gauge aluminum, easy cleaning, as well as the comfort of the officer and k9 partner. Air bag tested. For 1/3 prisoner transport and 2/3rd k9 container add \$350. All prices are with installation. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ¹ Kit Includes: Rubber Mat, Matte Black Powder Coat & White Interior Cage Light. Vehicle specific, heavy gauge aluminum, easy cleaning, tailored for easy install as well as the comfort of the officer and K9 partner. Air bag tested. ²		\$2,300.00 ¹	\$2,765.00 ²
DRPOP ¹ HP ²	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$1000, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. R.E.S.C.U.E. Module, wireless door popper, and Shock. Specify driver or passenger side release. Price includes installation. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ¹		\$800.00 ¹	\$899.00 ²
HAS ¹ HAS ²	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. <i>DUVALFORD; This option is typically selected with a full-build police package with shared labor hours. For install of stand alone option use \$900, which includes standard labor time for this item. Contact Duval Ford for vehicle build consultation which includes final shared labor times per item. See lighting appendix in bid for all a carte options. For Coolguard Heat Alarm System add \$700 that includes Temperature Monitoring and Heat Alarm, Includes Fan and Fan Guard, 2 tempetaru settings. Drive disable mode. For Coolguard Pager Add on Option add \$380 that includes E/Z-Cool Guard Pager System. Works in conjunction with Cool Guard Monitoring System and includes a glass mount antenna with 1 mile range. For Coolguard Fan Guard Kit add \$150 that includes 12" FAN, with vehicle specific fan guard and a on/off switch. All prices are with installation. Pricing is for 2019 model. 2020 model pricing not available until final engineering and manufacturer's certification.</i> ¹ COOLGARD HEAT ALARM SYSTEM AND PAGER ²		\$700.00 ¹	\$955.00 ²
TAG ¹ YTAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>DUVALFORD; Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions</i> ¹ Add \$25 if Overnight Shipping Required ²		\$230.00 ¹	\$116.55 ²

VEHICLE:	Interceptor Utility AWD (K8A) (ALTERNATE DEALERS)			
DEALER:	Duval Ford LLC	Garber Ford Inc	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$34,915.00	\$35,323.00	\$35,096.00	\$35,440.00

TEMP ¹ TTAG ²	Temporary tag DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions ¹ Add \$25 if Overnight Shipping Required ²	\$108.00 ¹	\$6.00 ²
TX ¹ TRANS ²	Transfer existing registration (must provide tag number) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions. [ALT D] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs. ¹ Add \$25 if Overnight Shipping Required ²	\$185.00 ¹	\$86.00 ²
MPP575 ¹ 5YRMP ²	Maintenance Plan - specify DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$300 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor), limo, livery, shuttle, tow truck" ¹ 5YR/100K MILE MAINTENANCE PLAN INCLUDING 20 VISITS AT 5000 MILE INTERVALS FOR GAS OR HYBRID ENGINES. MULTIPLE MAINTENANCE PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER ²	\$1,860.00 ¹	\$2,365.00 ²
MPP675 ¹	Maintenance Plan - specify DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$300 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor), limo, livery, shuttle, tow truck" ¹ MULTIPLE MAINTENANCE PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER ²	\$1,905.00 ¹	NA ²
MPP610 ¹	Maintenance Plan - specify DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$500 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor), limo, livery, shuttle, tow truck" ¹ MULTIPLE MAINTENANCE PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER ²	\$2,400.00 ¹	NA ²
CB575 ¹ 5YR ²	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2130. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ 5YR/100K MILES FORD ESP PREMIUM CARE WARRANTY W/\$0 DEDUCTIBLE. MULTIPLE WARRANTY PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER ²	\$1,605.00 ¹	\$3,395.00 ²
CE575 ¹ 6YR ²	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2560. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ 6YR/100K MILES FORD ESP PREMIUM CARE WARRANTY W/\$0 DEDUCTIBLE. WARRANTY PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER ²	\$1,845.00 ¹	\$3,490.00 ²
CP575 ¹ 7YR ²	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3595. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ 7YR/100K MILES FORD ESP PREMIUM CARE WARRANTY W/\$0 DEDUCTIBLE. MULTIPLE WARRANTY PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER ²	\$2,535.00 ¹	\$3,610.00 ²

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-17
Land Development Code Amendment - Telecommunication Facilities

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-17 at First Reading.

SYNOPSIS: A Wireless Master Plan was commissioned by Nassau County and the City of Fernandina Beach in a proactive effort addressing wireless infrastructure development throughout the County.

The proposed LDC amendments provide standards for the placement and design of telecommunication towers and antennas.

At the June 12, 2019 Planning Advisory Board meeting, Cityscape Consultants Project Manager Susan Rabold presented to the board. A motion was made to recommended approval with changes as discussed. The motion passed by unanimous voice vote.

FISCAL IMPACT: No substantial fiscal impact can be determined at this time. The City may receive a small amount of revenue from permitting fees.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-17 at First Reading.

Dale Martin, City Manager 7/2/2019

Tammi E. Bach, City Attorney 7/8/2019

Date: June 26, 2019

Submitted By: Jacob Platt, Senior Planner

COMMISSION ACTION: Approve

ORDINANCE 2019-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 7.01.02 (STREETS AND RIGHTS-OF-WAY); AND 6.01.00 (WIRELESS TELECOMMUNICATIONS FACILITIES NOT LOCATED IN CITY RIGHTS OF WAY); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to update the sections of the Land Development Code relating to telecommunications; 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, June 12, 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," creating LDC Section 7.01.02 (D) (Small Wireless Facility) and Section 6.01.00 (Wireless Telecommunications Facilities Not Located in City Rights of Way) to include regulations for telecommunications facilities.

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 enactment.

ENACTED this 20th day of August, 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 2019-17
EXHIBIT “A”

7.01.02 Streets and Rights-of Way

Re-numbering of all subsections to follow.

D. Small Wireless Facility

a. Definitions

The following definitions apply exclusively to communication facilities located within a Public ROW and are applicable in connection with all subsections contained in 7.01.00. The following words, terms and phrases, when used in this subsection below will have the meanings ascribed to them in this subsection. Words not otherwise defined in this section will be given the meaning set forth in LDC Section 1.07.00, and if not defined therein, as defined in the Communications Act of 1934, 47 USC 151 et seq., as amended by the Telecommunications Act of 1996 (collectively, the "Communications Act"), and, if not defined therein, as defined by Section 337.401, Fla. Stat. or another applicable state statute; and, if not defined therein, be construed to mean the common and ordinary meaning.

Abandoned. Any wireless communication facility not in continued use for a period of one hundred eighty (180) consecutive days.

Ancillary structure. Equipment, devices and structures associated with a wireless communication facility in the right of way, including but not limited to: concrete slabs on grade, guy anchors, generators or other power sources, feed lines, mounting hardware, pedestals, and transmission cable supports; however, specifically excluding equipment cabinets, towers, alternative structures and antenna elements.

Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless communication services.

Antenna array. A group of antennas and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or common mounting support structure for a unified purpose of transmitting or receiving electromagnetic waves for a single wireless services provider, or if combined antennas, for the combined providers.

Antenna element. Any antenna or antenna array.

Applicable codes. Such codes must include this Code of Ordinances; uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, and includes the National Electric Safety code and the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.

Applicant. A person who submits and application and is a wireless provider.

Application. A request that is submitted by an applicant to the City for a permit to collocate small wireless facilities or to place a new utility pole used to support a small wireless facility.

Authority. A county or municipality having jurisdiction of the rights-of-way of any public road. The term does not include the Department of Transportation. Rights-of-way under jurisdiction and control of the department are excluded from this subsection.

Collocation. To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public ROW.

Combined antenna. An antenna or an antenna array designed and utilized to provide wireless communications services for more than one wireless provider, or a single wireless provider utilizing more than one frequency band or spectrum, for the same or similar type of services.

Communications Services. A cable service as defined in 47 U.S.C. § 522(6), information service as defined in 47 U.S.C. § 153(24), telecommunications service as defined in 47 U.S.C. § 153(53), or wireless services.

Communications Service Facilities. A structure or structures used to provide communication services. The term shall include wireless facilities.

Communications Services Facility Provider. An entity who provides communications services. The term shall include wireless infrastructure providers and wireless service providers.

Concealed. A pole, antenna element or ancillary structure, or equipment box that is not readily identifiable as such, and is camouflaged and designed to be aesthetically compatible with the area so as to reduce or mitigate the facility's potential adverse visual impacts on the surrounding areas. Concealed poles are designed to conceal the equipment internally.

Equipment cabinet. Any structure, including: cabinets, shelters, pedestals, and other similar structures that are used exclusively or in combination with ancillary facilities, to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

FAA. The Federal Aviation Administration.

FCC. The Federal Communications Commission.

FDOT. The Florida Department of Transportation.

In public ROW or in the public ROW shall mean in, on, over, under or across the public ROW.

Law means any local, state or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued, including, but not limited to, the Communications Act of 1934, 47 USC 151 et seq., as amended by the Telecommunications Act of 1996, PL 104-104 § 101(a), 110 Stat. 70, and all orders, rules, tariffs, guidelines and regulations issued by the Federal Communications Commission or the governing state authority pursuant thereto.

Micro wireless facility. A small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Pass-through provider. Any person who, upon registering with the City, places or maintains a wireless communications facility in the public ROW and that does not remit communications service taxes as imposed by the City pursuant to F.S. Chapter 202 and F.S. § 337.401.

Place or maintain or placement or maintenance or placing or maintaining. To erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services facility provider or pass-through provider that owns or exercises physical control over wireless communications facilities in public ROW, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public ROW is not placing or maintaining facilities in the public ROW.

Pole or utility pole. A pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

Pole height. The vertical distance measured from the grade line to the highest point of the pole, including any antenna, lighting, lightning protection or other equipment affixed thereto.

PSC means the Florida Public Service Commission.

Public safety communications equipment. All communications equipment utilized by a public entity for the purpose of ensuring the safety of the public.

Registrant or facility owner mean a communications services facility provider or pass-through provider, or other person which seeks to use the public ROW and has registered with the City in accordance with the provisions of this article.

Registration and register mean the process described in this article whereby a communications services facility provider or a pass-through provider provides certain information to the City and the City accepts such information as legally sufficient to be registered.

Replacement. The removal of an existing structure for purposes of erecting a new structure of nearly equal dimensions usually for the purposes of improvement structural integrity.

Rights of Way (ROW). Improved ROW owned, leased, or operated by the City, including any public street or alley that is not part of the FDOT highway system, and includes the surface, the air space over the surface and the area below the surface to the extent the government holds a property interest therein.

Small wireless facility. A wireless facility that meets the following qualifications:

- (1) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- (2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not

included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Structure. Anything constructed or erected, the use of which required permanent location on the ground, or attachment to something having a permanent location on the ground, including advertising signs.

Transmission. The development of a radio signal from an antenna device for the purpose of communications or communication of data.

Utility Pole. A pole or similar structure that is used in whole or in part to provide communication services or for electrical distribution, lighting, traffic control, signage, or a similar function. The term does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

Wireless facility. Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- (1) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (2) Wireline backhaul facilities; or
- (3) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider. A person or entity who has been certificated under F.S. Chapter 364 to provide telecommunications service or under F.S. Chapter 610 to provide cable or video services in this state, or that person's affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

Wireless provider. A wireless infrastructure provider or a wireless services provider.

Wireless services. Any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities, including but not limited to, commercial mobile service, private mobile service, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Wireless services provider. A person who provides wireless services.

Wireless support structure. A freestanding structure, such as a monopole or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than 5 feet in height.

b. Exemptions. The following wireless facilities are exempt from the development standards of this Ordinance and subject only to the completion of a Wireless Facility Application and issuance of a building permit for applicable codes; notwithstanding any other provisions:

1. Routine maintenance of small wireless facilities, the performance of service restoration work on existing facilities, or repair work, including, but not limited to, emergency repairs of existing facilities or extensions for such facilities for providing communications services to customers;
2. Replacement of small wireless facilities with small wireless facilities that are the same size or smaller and characteristically the same including but not limited to color and style as the original site.
3. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles within a ROW in compliance with applicable codes by or for a communications services provider authorized to occupy the ROW and who is remitting taxes under F.S. Chapter 202. The Applicant must provide an initial letter from or on behalf of such provider, which is effective upon filing, attesting that the micro wireless facility dimensions comply with the limits of the definition.
4. New collocations, replacement utility poles or placement of new utility poles in FDOT ROW without receiving a delegation from FDOT for such location(s).

c. Provisions for all wireless facilities inside ROW

1. Each Applicant must register with the City prior to installing any infrastructure within City ROW. Registration does not establish a right to place or maintain, or priority for the placement or maintenance of, a communications facility in City ROW. The registration must include the following:
 - I. Name.
 - II. Address.
 - III. Telephone number of contact person for the registrant.
 - IV. Number of the registrant's current certificate of authorization issued by the Florida Public Service Commission, the FCC, or the Department of State.
 - V. A statement of whether the registrant is a pass-through provider.
 - VI. The registrant's federal employer identification number
 - VII. Proof of insurance or self-insuring status adequate to defend and cover claims.
 - VIII. Registrants must update the registration information within 90 days after any changes in information.
 - IX. Registrations must be renewed every 5 years.
2. Registrants for small cell facilities (excluding microcells) must pay a \$100 land use permit fee to cover actual costs of the regulatory activity.
3. Abandonment (Discontinued Use).
 - I. The owner of a wireless facility must notify the City when an approved facility is decommissioned and no longer in use.
 - II. Wireless facility towers, utility poles, antennas, and the equipment compound must be removed, at the tower or base station at the owners' expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement

as provided in the ‘Replacement’ section of this Ordinance, in which case the removal must occur within ninety (90) days of cessation of use.

III. A tower, utility pole or base station owner wishing to extend the time for removal or reactivation must submit an application stating the reason for such extension. The City may extend the time for removal or reactivation up to sixty (60) additional days upon a showing of good and unique cause. If the tower, utility pole or antenna is not removed within this time, the City may give notice that it will contract for removal within thirty (30) days following written notice to the tower, utility pole or base station owner. Thereafter, the City may cause removal of the tower, utility pole or antenna with costs being borne by the tower, utility pole or base station owner.

IV. Upon removal of the wireless facility tower or utility pole, antenna, and equipment compound, the development area must be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current uses of the surrounding or adjacent land at the time of removal, excluding the foundation, which does not have to be removed.

4. Interference with Public Safety Communications. In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations, and/or guidelines of the FCC, each wireless provider must agree in a written statement to the following:

- a. Compliance with “Good Engineering Practices” as defined by the FCC in its rules and regulations.
- b. Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI).
- c. In the case of an application for collocated wireless facility, the applicant, together with the wireless provider, must use their best efforts to provide a composite analysis of all users of the site to ensure that the applicant’s proposed facilities will not cause radio frequency interference with the City’s public safety communications equipment and will implement appropriate technical measures, as described in antenna element replacements, to ensure prevention of such interference.
- d. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and has reasonable cause to believe that such interference has been or is being caused by one or more wireless facility antenna arrays, the following steps must be taken:
 - I. The City will provide written notification to all wireless service providers operating in the City of possible interference with the public safety communications equipment, and upon receipt of such notifications, the wireless providers must use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety “Enhanced Best Practices Guide,” released by the FCC in Appendix

D of FCC 04-168 (released August 6, 2004), including the “Good Engineering Practices,” as may be amended or revised by the FCC from time to time in any successor regulations.

- II. If any wireless provider fails to cooperate with the City in complying with the owner’s obligations under this section or if there is a determination of radio frequency interference with the City’s public safety communications equipment, the wireless provider who failed to cooperate and/or the wireless provider which caused the interference will be responsible for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate must include failure to initiate any response or action as described in the “Enhanced Best Practices Guide” within twenty-four (24) hours of City’s notification.

5. Signage. All wireless facilities must be clearly identified with the following information:

- I. Name plate signage must be provided in an easily visible location to include: FCC Antenna Registration System (ASR) registration number (if applicable); site owner’s name, site identification number and/or name, phone number of contact to reach in event of an emergency or equipment malfunction, any additional security and safety signs.
- II. If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall must display in large, bold, high contrast letters, minimum height of each letter four (4) inches, the following: “HIGH VOLTAGE – DANGER.”
- III. No outdoor advertising signage is permitted at the wireless facility.

6. Structural integrity: The entire tower or base station and all appurtenances must be designed pursuant to the design requirements of ASCE 7, including wind speed design requirements, and tower loading/wind design requirements of Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 222-H, Series II, including any subsequent modification to those specifications.

7. Grading must be minimized and limited only to the area necessary for the new tower and equipment.

8. A signed statement from the wireless facility owner or owner’s agent stating that the radio frequency emissions comply with FCC standards for such emissions as set forth in 47 CFR 1.1307, 1.310, 2.091 or 2.093, as applicable (*Report and Order*, ET Docket 93-62 (Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation), 11 FCC Rcd 15123 (1996); *Second Memorandum Opinion and Order and Notice of Proposed Rule Making*, ET Docket 93-62 (WT Docket 97-192), 12 FCC Rcd 13494 (1997). In addition, any collocation, modification or upgrade application must contain an analytical report that confirms that following installation, the composite facility will remain in compliance with FCC standards as stated in OET-65.

d. General Development Standards for new small wireless facilities in City ROW

1. All work in the City' right-of-way under this section must comply with the 2017 edition of the FDOT Utility Accommodation Manual.
2. The City may require a ROW permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane. Only small wireless facilities will be permitted inside a City ROW. No other type of wireless facilities will be permitted.
3. As a result of citizen participation during the Wireless Facility Master Planning Process the City prefers the siting of new small wireless facilities to be located outside the ROW. If the small wireless facility must be placed in the ROW, the City would like the Applicant to consider the citizenry's preferred options in the following ranking order:
 - i. New concealed antenna on an existing utility pole;
 - ii. Non-concealed antenna on an existing utility pole;
 - iii. Replacement of an existing concealed utility pole with a concealed utility pole;
 - iv. Replacement of an existing non-concealed utility pole with a concealed utility pole;
 - v. Replacement of an existing non-concealed utility pole with a non-concealed utility pole;
 - vi. A new concealed utility pole;
 - vii. A new non concealed utility pole.
4. Applicant must provide a site plan of the proposed small wireless facility showing all proposed and existing at-grade and aerial facilities located within 50 feet of the proposed location.
5. In an area where the City has required all public utility lines in the ROW to be placed underground the Applicant must comply with written, objective, reasonable, and nondiscriminatory undergrounding requirements of the City that prohibit new utility poles used to support small wireless facilities if:
 - I. The City, at least 90 days prior to the submission of an application, has required all public utility lines to be placed underground;
 - II. Structures that the City allows to remain above ground re reasonably available to wireless providers for the collocation of small wireless facilities and may be replaced by a wireless provider to accommodate the collocation of small wireless facilities; and
 - III. A wireless provider may install a new utility ple in the designated are in the ROW that otherwise complies with this subsection and it is not reasonably able to provide wireless service by collocating on a remaining utility pole or other structure in the ROW.
 - IV. These requirements may be waived by the City upon a showing the design standards are not reasonably compatible for the particular location for a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver will be granted or denied within 45 days after the date of the request

6. For small wireless facilities installed prior to the City adopting requirements that public utility lines be placed underground, the City will:
 - I. Allow a wireless provider to maintain the small wireless facilities in place subject to any applicable pole attachment agreement with the pole owner; or
 - II. Allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with paragraph f.1-10.
7. Ground mounted equipment will be reviewed on a case-by-case basis and may be required to be spaced up to 15 feet from the associated support structure in areas where pedestrian, vehicular or aesthetic concerns are determined by the City.
8. A small wireless facility must meet reasonable location context, color, camouflage, and concealment requirements.
9. Applicants must include an attestation that the small wireless facilities will be activated for use by a wireless services provider to provide service no later than nine (9) months after the date the application is approved.
10. Applicants are subject to any local historic preservation zoning regulations and design criteria.
11. Nothing in this subsection authorizes a person to:
 - I. Collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately-owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.
 - II. Collocate small wireless facilities or micro wireless facilities on a City utility pole or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association.
- e. Provisions for New Small Wireless Facility on Existing Utility Poles Inside City ROW.
 1. Small wireless facilities will be no larger in size than specified in the definition for these facilities.
 2. Height will be limited to 10 feet above the utility pole or structure upon which the small wireless facility is to be collocated.
 3. No portion of a small wireless facility will obstruct pedestrians or vehicular or bicycle access, obstruct sight lines or visibility for traffic, traffic signage or signals, or interfere with access by persons with disabilities.
 4. Within 14 days after the date of filing the application, the City may request that the proposed location of a small wireless facility be moved to another location in the ROW and placed on an alternative City utility pole or support structure or placed on a new utility pole, including any objective design standards and reasonable spacing requirement for ground-based equipment subject to the process described in subsection g.1-7.
5. The City may reserve space on a City utility pole for future public safety uses.

However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the City utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to the make-ready provisions of F.S. Sec. 337.401(7) and the replaced pole must accommodate the future public safety use.

- f. Provisions for the Placement of a New Utility Pole or Replacement of Existing Utility Pole for Installation of Small Wireless Facility inside City ROW Small wireless facilities must be no larger in size than specified in the definition for these facilities.

1. Installation of a new utility pole is subject to the City's Roadway Standards.
2. Within 14 days after the date of filing the application, the City may request that the proposed location of a small wireless facility be moved to another location in the ROW and placed on an alternative City utility pole or support structure or placed on a new utility pole, including any objective design standards and reasonable spacing requirement for ground-based equipment subject to the process described in subsection g.1-7.
3. Height of a replacement pole can be up to 10 feet taller than the existing utility pole but must not exceed 50 feet in height. The City may allow a greater height on a case-by-case basis.
4. Height for a new utility pole will be limited to the tallest existing utility pole as of July 1, 2018, located in the same ROW, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the proposed wireless facility must be limited to a height of 50 feet. The City may allow a greater height on a case-by-case basis.
5. A replacement utility pole must be a substantially similar design, material, and color of the utility pole being removed including any lighting element.
6. A new utility pole used to support a small wireless facility to meet reasonable location context, color, and material of the predominant utility pole type at the proposed location of the new utility pole.
7. The City may waive designed standard described in 5 and 6 above upon a showing the design standards are not reasonably compatible for the particular location for a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver will be granted or denied within 45 days after the date of the request.
8. A photo rendering must be provided of the proposed new or replacement utility pole that depicts aesthetic features including, but not limited to, the use of colors and concealment with a before and after installation exhibit.
9. Ground-mounted equipment must be concealed through the use of (a) design wrapping, for the purpose of blending into the surrounding environment or (b) fencing or landscaping, consistent with the requirements of the Land Development Code, must be installed around the entire area of ground-mounted equipment. If fencing is utilized, additional landscaping may be required around the perimeter of the fence or wall and around any or all anchors or supports if deemed necessary to

- buffer adjacent properties. The City may require landscaping in excess of the requirements of the City code in order to enhance compatibility with adjacent residential and nonresidential land uses. Landscaping must be installed on the outside of the perimeter fence or wall. The City will determine which method of concealment is more appropriate for each set of ground-mounted equipment.
- g. Approval Process for Small Wireless Facilities inside City ROWs.
1. Completed and accepted registration from the Applicant.
 2. A ROW permit is required for small wireless facilities within the City ROW for work that involves excavation, affects traffic patterns or obstructs vehicular traffic within or along the City's ROW as provided in and subject to the City's Roadway Standards.
 3. A completed application and approved Land Use Permit.
 4. An applicant seeking to collocate small wireless facilities may file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. The City may separately address small wireless facility collocations for which incomplete information has been received or which are denied.
 5. Generally, the review timeline for an application is 60 days except as provided in 6.v below. Additionally, the City and Applicant may mutually agree to extend the 60-day application review period.
 6. Within 14 days after receiving an application, the City will determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the City will specifically identify the missing information. An application is deemed complete if the City fails to provide notification to the applicant within 14 days.
 7. If within 14 days after receiving an application, the City requests an alternative location of the proposed collocation, replacement utility pole or new utility pole as described in paragraphs e.4 and f.2 then the following process applies:
 - i. The City will make a determination if the proposed application is complete or incomplete. If the application is deemed incomplete, the City will specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the City denies the application within the 14-day time period.
 - ii. The request by the City to the applicant for an alternative location will be included in the deemed incomplete notification in writing and provided by electronic mail to the Applicant within 14 days as described in paragraph g.6 above.
 - iii. For 30 days or other negotiated time period between the City and the Applicant after the date of the request, the City and the Applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment.
 - iv. At the conclusion of the 30 days or negotiation time period, if the alternative location is accepted by the Applicant, the Applicant must notify the City of such acceptance and the application will be deemed granted for any new location for which there is agreement and all other locations in the application.

- v. If an agreement is not reached, the Applicant must notify the City of such nonagreement and the City must grant or deny the original application within 90 days after the date the application was filed.
8. If within 14 days after receiving an application the City does not request an alternative location of the proposed collocation, replacement utility pole or new utility pole then the following process applies:
- i. The City will make a determination if the proposed application is complete or incomplete. If the application is deemed incomplete, then the City will provide, in writing, the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the Applicant by electronic mail on the day the City denies the application within the 14-day time period.
 - ii. The Applicant may cure the deficiencies identified by the City and resubmit the application within 30 days after notice of the denial is sent to the applicant. Any subsequent review will be limited to the deficiencies cited.
 - iii. The City will approve or deny the revised application within 30 days after receipt. The review of a revised application is limited to the deficiencies cited in the denial. If the revised application is not approved or denied within the 30 days after receipt, then the application is deemed approved.
 - iv. A complete application is deemed approved if the City fails to approve or deny the application within 60 days after receipt of the application.
 - v. If the City and Applicant mutually agree to extend the 60-day application review period, the City must grant or deny the application at the end of the extended period.
 - vi. If the City denies an application, the review will be complete, and a written decision will be issued within 45 days after a written request for review is made. A denial will identify the specific code provisions on which the denial is based. If the administrative review is not complete with 45 days, the City waives any claim regarding failure to exhaust administrative remedies in any judicial review of the denials of an application.
 - vii. An approved application permit will remain in effect for 1 year unless extended by the City.
 - viii. The City may deny an application on the basis that it does not meet any of requirements below:
 - 1. Materially interferes with the safe operation of traffic control equipment.
 - 2. Materially interferes with sightlines or clear zones for transportation, pedestrians, or public safety purposes.
 - 3. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
 - 4. Materially fails to comply with the 2017 edition of the FDOT Utility

Accommodation Manual.

5. Fails to comply with applicable codes.

6. Fails to comply with objective design standards authorized in paragraphs e.4 and f.2.

h. Appeals

1. Any person aggrieved by a violation of this section may bring a civil action in a United State District Court or in any other court of competent jurisdiction.

2. The court may:

I. Grant temporary or permanent injunctions on terms as it may deem reasonable to prevent or restrain violations of this section; and

II. Direct the recovery of full costs, including awarding reasonable attorney fees, to the party who prevails.

i. Certificate of Insurance

At all times during the use or occupancy of the public rights-of-way, including any time during placement or maintenance of communications facilities, the Permittee must obtain, pay all premiums for, and maintain satisfactory to the City, insurance coverage insuring the Permittee and naming the City, its officers, boards, council, council members, agents and employees as additional insureds: workers' compensation and employer liability insurance to meet all requirements of Florida law and commercial general liability insurance with respect to the construction, operation and maintenance of the communications facilities, and the conduct of registrant's business in the City, in the minimum amounts of:

1. \$1,000,000.00 in any one accident for bodily injury, personal injury or death, property damage;

2. \$500,000.00 for personal injury to any one person;

3. \$250,000.00 for property damage in any one accident;

4. Business automobile liability insurance valid in the State of Florida which policy limit must be in an amount not less than \$1,000,000.00 combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.

5. Workers' Compensation valid in the State of Florida which policy limit must be in an amount not less than the statutory limit for Workers' Compensation.

6. Employer's liability insurance valid in the State of Florida which policy limit must be in an amount not less than \$1,000,000.00 each accident for employer's liability.

7. All insurance providers used must be admitted and duly authorized to do business in the State of Florida and must have been assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000.00 to \$500,000,000.00 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. All liability policies must name the City, its council members, officers, boards, agents and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of

Comment [SR1]: Anthony is this the correct title?

Comment [ATL2]: YES

- communications facilities in the public rights-of-way or other activities under this Chapter. Each communications services provider must furnish annually to the City certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No insurance policy must be canceled, nor must the occurrence or aggregate limits set forth herein be reduced, until the City has received at least 30 days' advance written notice by registered, certified or regular mail of any cancellation, intent not to renew or reduction in policy coverage. Each communications services provider must be responsible for notifying the City of such cancellation, intent not to renew or reduction in coverage. All certificate(s) of insurance, including all endorsements and riders, evidencing insurance coverage must be submitted to the City within 30 days after the date of registration with the City in order for a communications services provider to obtain a permit required for construction in the public rights-of-way. Each communications services provider must, in the event of any such notice described above, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within 30 days following receipt by the City or the communications services provider of such notice.
8. Nothing contained in this Chapter will limit a communications service provider's liability to the City to the limits of insurance certified or carried.
 9. A communications services provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the City Manager, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of facilities in the public ROW. The communications services provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.

6.01.00 WIRELESS TELECOMMUNICATIONS FACILITIES NOT LOCATED IN CITY RIGHTS OF WAY.

It is the intent of the City to allow telecommunications towers or antennas in compliance with state and federal regulations. It is further the intent of the City to protect the public health, safety, and welfare through regulating the placement and design of permissible telecommunications towers and antennas. The City has adopted a Wireless Master Plan (MP) to provide long-term planning for an efficient and capable wireless telecommunications network throughout the city that promotes collocation and optimal new tower and base station locations to meet the current and future wireless telecommunications needs of the City's residents,

businesses, industry and visitors. The MP minimizes negative visual impacts to preserve the character and viewsheds of the City and its natural surroundings. Together the MP and Ordinance promote responsible wireless network planning.

6.01.01 Purpose and Intent. The regulations and requirements of this section are intended to:

- A. Promote the health, safety and general welfare of the citizens by regulating the siting of wireless facilities;
- B. Accommodate the growth and demand for wireless communication services;
- C. Provide for the appropriate location and development of wireless facilities within the City;
- D. Recognize that the provision of wireless services may be an essential service within such land use categories as may be provided for under the Comprehensive Plan, subject to the limitations set forth in this ordinance;
- E. Minimize adverse visual effects of wireless facilities through careful design, siting, landscape screening and innovative camouflaging techniques;
- F. Encourage the location and collection of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional antenna support structures; and
- G. Further the balance between the need to provide for certainty to the communications industry in the placement of wireless facilities and the need to provide certainty to the residents and citizens of Nassau City that the aesthetic integrity of the City will be protected from the proliferation of unnecessary antenna support structures.
- H. Accommodate and facilitate the growing need and demand for wireless services while adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including Section 337.401, *Fla. Stat.*, as it may be amended, the provisions of the Federal Telecommunications Act of 1996 and other federal and state law(s).
- I. Protect the character of the City while meeting the needs of its citizens to enjoy the benefits of wireless facilities.
- J. Prevent interference with the use of streets, sidewalks, alleys, parkways, public utilities, public views, and other public ways and places.
- K. Protect against environmental damage, including damage to trees. Minimize the placement, frequency and density of new wireless facilities in ROW for public safety purposes, including vehicular and non-vehicular access and circulation, sight lines, as well as aesthetics. Therefore, the City strongly encourages the siting of new wireless facilities on existing base stations and towers or on new base stations and towers outside the ROW wherever possible.
- L. Preserve the unique character of City neighborhoods by promoting use of City property for new wireless facility placement and managing design and location through contractual lease provisions in addition to regulatory authority.
- M. Utilize underground utilities wherever possible to maintain viewshed throughout the City.

6.01.02 Definitions For Communication Facilities NOT located in a City ROW

The following definitions apply EXCLUSIVELY to communication facilities NOT located within a City ROW and are applicable in connection with all subsections of this Section 6.01.00. The following words, terms and phrases, when used in the subsections below shall have the meanings ascribed to them in this subsection (6.01.02), except where the context clearly indicates a different meaning. Words not otherwise defined in this subsection shall be given the meaning as defined in Section 7.01.02 (D), and if not defined therein, shall be given the meaning as defined in the Communications Act of 1934, 47 USC 151 et seq., as amended by the Telecommunications Act of 1996 (collectively, the "Communications Act"), and, if not defined therein, as defined by Section 365.172, Fla. Stat. or another applicable state statute; and, if not defined therein, be construed to mean the common and ordinary meaning.

Abandoned. Any wireless communication facility not in continued use for a period of one hundred eighty (180) consecutive days.

Amateur radio tower. Any tower used for amateur radio transmissions consistent with the Complete FCC U.S. Amateur Part 97 Rules and Regulations” for amateur radio towers.

Antenna structure registration (ASR) number. The registration number as required or listed by the FAA and FCC.

Applicable codes. Uniform building, fire, electrical, plumbing, or mechanical codes adopted by the International Code Council (ICC) or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a wireless facility to meet reasonable location context, color and concealment requirements; however, such design standards may be waived by the City upon a showing that the design standards are not reasonably compatible for the particular location of a wireless facility or that the design standards impose an excessive expense. A waiver shall be considered by the Board of Adjustment within 60 days from the date of application.

Application. A request submitted by an applicant to the City for a permit to install a new wireless facility or collocate a wireless facility.

Base station. A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subsection or any equipment associated with a tower.

- A. Equipment associated with wireless communications services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and
- B. Radio transceivers, antennas, coaxial or fiber optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-wireless networks); and
- C. Any structure other than a tower that, at the time the application is filed under this section, supports or houses equipment described in this definition that has been reviewed and approved under the applicable zoning or siting process, or under another City regulatory

review process, even if the structure was not built for the sole or primary purpose of providing such support; and

- D. The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section that does not support or house any equipment described in these definitions.

Breakpoint technology.

The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent (5%) more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Broadcast facility. A communications facility licensed by the Federal Communications Commission Media Bureau to transmit information on the AM, FM or Television spectrum to the public.

Cellular on wheels (COW). A temporary wireless facility, typically located on a trailer that can be erected/extended to provide short term, high volume communications services to a specific location.

Collocate or collocation. To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a tower, base station, wireless support structure or utility pole. The term does not include the installation of an initial wireless facility on a tower, base station, utility pole or wireless support structure.

Concealed. A tower, base station, ancillary structure or equipment compound that is not readily identifiable as a wireless facility and that is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities, a base station (defined above), or a concealed tower.

Concealed tower. a tower which looks like something else that is common in the geographic region such light standard or flagpole with a flag that is proportional in size to the height and girth of existing structures in the area.

Distributed antenna system (DAS). A DAS system consists of: (1) a number of remote communications nodes deployed throughout the desired coverage area, each including at least one antenna for transmission and reception; (2) a high capacity signal transport medium (typically fiber optic cable) connecting each node to a central communications hub site; and (3) radio transceivers located at the hub site (rather than at each individual node as is the case for small cells) to process or control the communications signals transmitted and received through the antennas. DAS systems can be either outdoor or indoor.

Distributed antenna system (DAS) hub. Ancillary equipment usually contained in a shelter or other enclosure which does not have any wireless transmission or receive equipment contained therein but is utilized in the deployment and operation of wireless DAS receive/transmit infrastructure that is located elsewhere.

Development area. The area occupied by a communications facility including areas inside or under an antenna-support structure's framework, equipment cabinets, ancillary structures, and/or access ways.

Dual purpose facility. A structure that is built or an existing structure that is modified to serve two primary purposes one of which is a wireless facility. Examples include but are not limited to decorative light poles, banner poles, church steeples, clock towers and public art.

Discontinued. Any tower without any mounted transmitting and/or receiving antennas in continued use for a period of 180 consecutive days.

Eligible facilities request. A request for a modification of an existing wireless tower or base station that involves collocation of new transmission equipment or replacement of transmission equipment but does not include a substantial modification.

Eligible support structure. Any tower or base station as defined in this section, provided that is existing at the time the relevant application is filed under this section.

Equipment compound. The area surrounding the ground-based wireless facility including the areas inside or under a tower's framework and ancillary structures such as equipment necessary to operate the antenna on the structure that is above the base flood elevation including cabinets, shelters, pedestals, and other similar structures.

Equipment cabinet. Any structure above the base flood elevation including cabinets, pedestals, and other similar structures and used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

Equipment shelter. A self-contained building, made of permanent materials such as steel or concrete, which contains all electronic ancillary equipment and normally including a generator.

Existing. A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower has not been reviewed and approved because it was not in a zoned areas when it was built, but was lawfully constructed, is existing for purposes of this definition.

Feed lines. Cables or fiber optic lines used as the interconnecting media between the transmission/receiving base station and the antenna.

Federal Aviation Administration (FAA). The division of Department of Transportation of the United States government that inspects and rates civilian aircraft and pilots, enforces the rules and air safety, and installs and maintains air-navigation and air traffic-control facilities.

Federal Communications Commission (FCC). An independent United States government regulatory agency that oversees all interstate and international communication and maintains standards and consistency among ever-growing types of media and methods of communication while protecting the interests of both consumers and businesses.

~~*Flush mounted.* Any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support~~

structure or building. Where a maximum flush-mounting distance is given, that distance shall be measured from the outside edge of the support structure or building to the inside edge of the antenna.

Lattice tower. A non-concealed self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas.

Macrocell. A wireless communications facility that exceeds the defined standards of a small wireless facility.

Monopole tower. A non-concealed style of freestanding tower consisting of a single shaft usually composed of two (2) or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

Neutral host antenna. An antenna or an antenna array designed and utilized to provide services for more than one (1) wireless provider, or a single wireless provider utilizing more than one (1) frequency band or spectrum, for the same or similar type of services.

Node. A single location as part of a larger antenna array which can consist of one or multiple antennas, such as part of a DAS network antenna array.

Non-concealed. A wireless communication tower or base station that is readily identifiable as such type of equipment and structure.

Over the air reception devices (OTARD). Devices which are limited to either a "dish" antenna one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, or an antenna that is one meter or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite or an antenna that is designed to receive local television broadcast signals.

Public safety communications equipment. All communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 145 MHz through 155 MHz, 445 MHz through 475 MHz and 700 MHz through 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Radio frequency emissions. Any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment.

Radio frequency interference (RFI). Any electromagnetic radiation or other communications signal that causes reception or transmission interference with another electromagnetic radiation or communications signal.

Radio frequency propagation analysis. Computer modeling to show the level of signal saturation in a given geographical area.

Replacement. A modification of an existing tower to increase the height, or to improve its integrity, by replacing or removing one (1) or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section, or improve aesthetics or functionality of the overall wireless network.

Satellite earth station. A single or group of parabolic or dish antennas mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration, including the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.

Search ring. An area designated by a wireless infrastructure provider or wireless services provider for a new base station or tower, produces in accordance with accepted principles of wireless engineering. The area identifies where a base station or tower must be located in order to meet service objectives of the wireless service provider using the base station or tower.

Site. For towers other than towers in the public ROW, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures (base stations), further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Stanchion. A vertical support structure generally utilized to support exterior lighting elements.

Streamlined processing. Expedited review process for collocations required by the federal government (Congress and/or the FCC) for wireless communication facilities.

Structure. Anything constructed or erected, the use of which required permanent location on the ground, or attachment to something having a permanent location on the ground, including advertising signs.

Substantial change pursuant to 47 USC §1455 means a modification or collocation to an eligible support structure if it meets any of the following criteria:

- A. For towers other than towers in the public ROW , it increases the height of the tower by more than ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for all other eligible support structures (including towers within a ROW and base stations), it increases the height of the structure by more than ten percent (10%) or ten (10) feet, whichever is greater; or
- B. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the 47 USC §1455; or
- C. For towers other than towers in the public ROW, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet of the width of the tower structure at the elevation of the appurtenance, whichever is greater; for other eligible support structures (including towers within a ROW and base stations) it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet; or

- D. For any eligible support structure (tower or base station), it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four (4) cabinets; or for towers in the public ROW and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten (10) percent larger in height or overall volume than any other ground cabinets associate with the structure; or
- E. It entails any excavation or deployment outside the current site; or
- F. It would defeat the concealment elements of the eligible support structure; or
- G. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provide however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in A-F above.

Substantial Change pursuant to F.S. Section 365.172(13) means a modification or collocation to a tower or base station where:

- A. The collocation does not increase the height of the existing structure to which the antennas are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;
- B. The collocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;
- C. The collocation consists of antenna, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions or
- D. restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by the City's land development regulations in effect at the time of the collocation application; and
- E. The collocation consists of antenna, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with sub-paragraph (3) and were applied to the initial
- F. antenna placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antenna.

Temporary wireless facility. A temporary tower or other structure, typically located on a trailer that provides interim short-term communications when permanent WF equipment is unavailable or offline. A Temporary wireless facility meets an immediate demand for service in the event of emergencies and/or public events where the permanent wireless network is unavailable or insufficient to satisfy demand.

Toll. The time for review and processing an application is effectively stopped pending the resolution of some condition(s).

Tower. Any structure build for the sole or primary purpose of supporting any "FCC licensed: (Can this be a defined term?) It is already defined or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. The tower can be concealed or non-concealed.

Tower base. The foundation, usually concrete, on which the tower and other support equipment are situated. For measurement calculations, the tower base is that point on the foundation reached by dropping a perpendicular from the geometric center of the tower.

Tower height. The vertical distance measured from the grade line to the highest point of the tower, including any antenna, lighting or other equipment affixed thereto. Kelly please check this on your end.

Transmission equipment. Equipment that facilitates transmission of any Commission-licensed or authorized wireless communication service including, but not limited to, radio transceivers, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Variance. A modification of the terms of this Section where a literal enforcement of this Section would result in an unnecessary site-specific hardship and shall be reviewed and may be granted by the Board of Adjustment.

Wireless facility (WF). Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration and equipment associated with wireless communications. The term includes small wireless facilities. The term shall not include:

- A. The structure or improvements on, under, within or adjacent to the structure on which the equipment is collocated; or
- B. Wireline backhaul facilities; or
- C. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

6.01.03 Exemptions.

The following wireless facilities are exempt from the development standards of this Section and subject only to the completion of a Wireless Facility Application and issuance of a building permit for applicable codes; notwithstanding any other provisions:

- A. A government-owned communications facility, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City designee; except that such facility must comply with all federal and state requirements. No communications facility shall be exempt from the provisions of this division beyond the duration of the state of emergency.
- B. A government-owned communications facility erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.
- C. A temporary wireless facility, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the City and approved by the City; except that such facility must comply with all federal and state requirements. The WF

may be exempt from the provisions of this division up to sixty (60) calendar days after the duration of the state of emergency.

- D. Over the air reception devices (“OTARD”) as that term is defined by the Federal Communications Commission, including satellite earth stations that are one (1) meter (39.37 inches) or less in diameter in all residential zoning districts and two (2) meters or less in all other zoning districts. OTARD devices are exempt provided that same do NOT require the construction of a tower or other structure, which height exceeds 12 feet above the residential structure of the consumer who desires to receive fixed wireless services, satellite transmissions, or over the air reception of television signals.
- E. Routine maintenance of small wireless facilities.
- F. Replacement of small wireless facilities with small wireless facilities that are the same size or smaller.
- G. An Amateur Radio Tower that is used exclusively for non-commercial purposes that is less than 65 feet in height.

6.01.04 Applicability for All Non-Exempt WF.

- A. Towers and base stations existing prior to the enactment of this Section or permitted prior to the enactment of this Section shall be allowed to continue to operate provided they met the requirements set forth by the City at the time of final inspection; not including any towers that are currently in violation of this Section and any pre-existing Tower Ordinance of the City.
- B. This Section its subparts and the related terms in Tables 6.01.00(1) and 6.01.00(2) shall apply to the development activities of communications service, wireless infrastructure and wireless services providers for equipment including the installation, construction, or modification of all macrocell, small wireless and micro wireless facilities and related ancillary equipment on concealed and non-concealed existing and new wireless communication facilities on public and private land and in the City’s and other ROW (except small wireless facilities located in a City ROW, which are regulated pursuant to Section 7.01.02 below, and micro wireless facilities which are attached to a wire between two utility poles within a ROW, which are exempt from regulation) including but not limited to:
 - 1. Non-commercial, amateur radio station antennas and towers greater than 65 feet in height.
 - 2. Temporary wireless facility a/k/a Cell on Wheels (COW).
 - 3. Existing towers and base stations.
 - 4. Collocation on existing towers and base stations.
 - 5. Expansion of existing towers and base stations.
 - 6. Replacement towers and base stations.
 - 7. Proposed new towers and base stations.
 - 8. Broadcast towers and antenna.

6.01.05 Building Code Requirements, Permits and Fees

- A. *Building Code Requirements.* All wireless facility infrastructure(s) shall be constructed and maintained in conformance with all applicable code requirements.

- B. Permits and Fees Required. All wireless facility infrastructure(s) shall be subject to completion of a wireless facility application, the development standards described on the WF application and in this Section and all legally permissible permit and review fees.
1. The City uses fees set by the City Commission (which shall not be considered a license, franchise or privilege tax) payable to City of Fernandina Beach to cover the necessary processing cost of all wireless facility applications.
 2. The City reserves the right to conduct a supplemental third-party review on all wireless facility applications subject to the same timeframe for initial reviews and approvals for any Permit subject to the following. Based on the results of the supplemental technical review, the approving authority may require changes to the applicant's application or submittals.
 3. The supplemental technical review may address any or all of the following:
 - a. The accuracy and completeness of the application and any accompanying documentation.
 - b. The applicability of analysis techniques and methodologies.
 - c. The validity of conclusions reached.
 - d. Whether the proposed communications facility complies with the applicable approval criteria set forth in these codes.
 - e. Other engineering or technical items deemed by the City to be relevant to determining whether a proposed communications facility complies with the provisions of these codes and not within the knowledge of City staff.

6.01.06 WF Siting Preferences, Zoning Matrix, Review Types and Approvals Required

- A. Siting Preference. As a result of citizen participation during the Wireless Facility Master Planning Process the siting of new wireless facilities of any type shall be in accordance with the siting preferences in the WF Use Table 6.01.00(1) below. The most preferred option is listed first as number one (1) and the least preferred option last as number five. Where a lower-ranked alternative is proposed, the applicant must demonstrate through relevant information why the higher ranked options are not technically feasible, practical or justified given the location of the proposed facilities. The applicant must provide this information in its application for the application to be considered complete.
- B. Zoning Matrix. Applications and Review Matrix for Approvals. No new wireless facility shall be constructed in the City unless all the applicable approvals listed in the table below are secured.
- C. Types of Reviews/Approvals Required. No new wireless facility shall be constructed in the City unless all of the applicable approvals listed in the Table below are secured.

Table 6.01.06(A): Wireless Facility Siting Preferences

<u>Wireless facility Type</u>	<u>Macrocell Tower Examples</u>	<u>Macrocell Base Station Example</u>	<u>Small Wireless Facility Tower Examples</u>	<u>Small Wireless Facility Base Station Examples</u>	<u>Standards</u>

1	<u>Collocation on existing tower or base station, located on:</u> a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u>			No examples at this time of the new infrastructure		Outside ROW: 6.01.00(H), (P) and additionally (Q) for small wireless facilities
2	<u>New concealed base station, located on:</u> a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u>	Not Applicable		Not Applicable		Outside ROW: 6.01.00(H), (S) and additionally (Q) for small wireless facilities
3	<u>New non-concealed base station, located on:</u> a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u>	Not Applicable		Not Applicable		Outside ROW: 6.01.00(H) and (G)
4	<u>New concealed dual purpose tower or utility pole or replacement of a non-concealed tower or utility pole with a new concealed dual purpose tower or utility pole</u> a. <u>On City owned land</u> b. <u>On other publicly owned land</u> c. <u>On private property*</u> d. <u>In public ROW</u>		Not Applicable		Not Applicable	Inside ROW: 7.01.02(d), (e) and (f) Outside ROW: 6.01.00(H) and (U) and in (R) if in a single-family residential zoning district

5	<u>New non-concealed tower or utility pole or replacement of a non-concealed tower or utility pole with another non-concealed tower or utility pole, located on:</u>					
	a. <u>City owned land</u>		<u>Not Applicable</u>		<u>Not Applicable</u>	<u>Inside ROW:</u> 67.01.02(d), (e) and (f) <u>Outside ROW:</u> 6.01.00(H) and (S) and (U)
	b. <u>Other publicly owned land</u>					
	c. <u>Private property*</u>					
	d. <u>In public ROW</u>					

*The sub preferences for private property shall be:

1. Non-residential districts,
2. Multi-family residential districts (where permitted.)
3. Single-family residential districts (where permitted) shall only be on lots not used for single-family homes. Examples include, but are not limited to parks, open space, schools, religious institutions, and public safety facilities.

Table 6.01.00(B): Zoning Matrix

Key:

- Prohibited (Empty)

P - Permissible administrative approval

S - Permissible subject to supplemental standards

<u>Type of Wireless Facility</u>	<u>Amateur Radio and Non-exempt temporary facilities Over 65'</u>	<u>Macrocell or Small Wireless Facility Outside ROW</u>				
		<u>Collocation on existing tower or base station</u>	<u>New concealed base station</u>	<u>New non-concealed base station</u>	<u>New concealed dual purpose tower</u>	<u>New non-concealed monopole tower</u>
<u>R-E</u>		<u>P</u>				
<u>R1-G</u>		<u>P</u>				

<u>R-1</u>		<u>P</u>				
<u>RLM</u>		<u>P</u>				
<u>R-2</u>		<u>P</u>				
<u>R-3</u>		<u>P</u>				
<u>OT-1</u>		<u>P</u>				
<u>OT-2</u>		<u>P</u>				
<u>MU-1</u>		<u>P</u>				
<u>MU-8</u>		<u>P</u>	<u>P</u>		<u>P</u>	
<u>C-1</u>		<u>P</u>	<u>P</u>		<u>P</u>	
<u>C-2</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>C-3</u>		<u>P</u>				
<u>I-1</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>I-2</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>I-A</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>I-W</u>		<u>P</u>	<u>P</u>		<u>P</u>	
<u>W-1</u>		<u>P</u>				
<u>PI-1</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>CON</u>		<u>P</u>				
<u>REC</u>		<u>P</u>	<u>P</u>		<u>P</u>	

A. Abandonment (Discontinued Use).

1. The owner of a wireless facility must notify the City when an approved facility is decommissioned and no longer in use.
2. Wireless facility towers, antennas, and the equipment compound shall be removed, at the tower or base station owners' expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement as provided in the "Replacement" section of this Ordinance, in which case the removal shall occur within ninety (90) days of cessation of use.
3. A tower or base station owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The City may extend the time for removal or reactivation up to sixty (60) additional days upon a showing of good and unique cause. If the tower or antenna is not removed within this time, the City may give notice that it will contract for removal within thirty (30) days following written notice to the tower or base station owner. Thereafter, the City may cause removal of the tower with costs being borne by the tower or base station owner.
4. Upon removal of the wireless facility tower, antenna, and equipment compound, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current uses of the surrounding or adjacent land at the time of removal, excluding the foundation, which does not have to be removed.

B. Interference with Public Safety Communications. In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations, and/or guidelines of the FCC, each wireless provider shall agree in a written statement (as part of the application process) to the following:

1. Compliance with "Good Engineering Practices" as defined by the FCC in its rules and regulations.
2. Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI).
3. In the case of an application for collocated wireless facility, the applicant, together with the wireless provider, ~~shall-must~~ use their best efforts to provide a composite analysis of all users of the site to ~~determine-ensure~~ that the applicant's proposed facilities will not cause radio frequency interference with the City's public safety communications equipment and will implement appropriate technical measures, as described in antenna element replacements, to ~~attempt-ensure to-prevention of~~ such interference.
4. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and has reasonable cause to believe that such interference has been or is being caused by one or more wireless facility antenna arrays, the following steps shall be taken:

- a. The City ~~shall~~ will provide written notification to all wireless service providers operating in the City of possible interference with the public safety communications equipment, and upon receipt of such notifications, the wireless providers shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety "Enhanced Best Practices Guide," released by the FCC in Appendix D of FCC 04-168 (released August 6, 2004), including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time in any successor regulations.
- b. If any wireless provider fails to cooperate with the City in complying with the owner's obligations under this section or if there is a determination of radio frequency interference with the City's public safety communications equipment, the wireless provider who failed to cooperate and/or the wireless provider which caused the interference shall be responsible for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in the "Enhanced Best Practices Guide" within twenty-four (24) hours of City's notification.

C. Signage. All wireless facilities shall be clearly identified with the following information:

1. Name plate signage shall be provided in an easily visible location to include: FCC ~~Antenna Registration System (ASR)~~ registration number (if applicable); site owner's name, site identification number and/or name, phone number of contact to reach in event of an emergency or equipment malfunction, any additional security and safety signs.
2. If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large, bold, high contrast letters, minimum height of each letter four (4) inches, the following: "HIGH VOLTAGE - DANGER."
3. No outdoor advertising signage is permitted at the wireless facility.

D. Lighting. Lighting on wireless facility towers and base stations shall not exceed the Federal Aviation Administration (FAA) minimum standards. All other lighting shall be subject to the following:

1. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Dual lighting standards are required with strobe during daytime and red flashing lights at night unless prohibited by the FAA.
2. Lights shall be filtered or oriented so as not to project directly onto surrounding property or ROW, consistent with FAA requirements.
 - a. Structural integrity: The entire tower or base station and all appurtenances shall be designed pursuant to the design requirements of ASCE 7, including wind speed design requirements, and tower loading/wind design requirements of Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 222-G, Series II or Series III (as applicable), including any subsequent modification to those specifications.

- b. Grading shall be minimized and limited only to the area necessary for the new tower and equipment.
- c. A signed statement from the wireless facility owner or owner's agent stating that the radio frequency emissions comply with FCC standards for such emissions as set forth in 47 CFR 1.1307, 1.310, 2.091 or 2.093, as applicable (*Report and Order*, ET Docket 93-62 (*Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*), 11 FCC Rcd 15123 (1996); *Second Memorandum Opinion and Order and Notice of Proposed Rule Making*, ET Docket 93-62 (WT Docket 97-192), 12 FCC Rcd 13494 (1997). In addition, any collocation, modification or upgrade application shall contain an analytical report that confirms that following installation, the composite facility will remain in compliance with FCC standards as stated in OET-65.
- d. All communications towers and antennas shall be maintained in good condition and in accordance with all standards in this section. No additions, changes or modifications shall be made except in conformity with the standards of Section 6.06.00.
- e. At all times, each wireless facility not located in a City right of way shall be insured for liability in the amount of not less than \$5,000,000.00.

E.Certificate of Insurance

At all times during the use or occupancy of the public rights-of-way, including any time during placement or maintenance of communications facilities, the Permittee shall obtain, pay all premiums for, and maintain satisfactory to the City, insurance coverage insuring the Permittee and naming the City, its officers, boards, council, council members, agents and employees as additional insureds: workers' compensation and employer liability insurance to meet all requirements of Florida law and commercial general liability insurance with respect to the construction, operation and maintenance of the communications facilities, and the conduct of registrant's business in the City, in the minimum amounts of:

- 1. \$1,000,000.00 in any one accident for bodily injury, personal injury or death, property damage;
- 2. \$500,000.00 for personal injury to any one person;
- 3. \$250,000.00 for property damage in any one accident;
- 4. Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than \$1,000,000.00 combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.
- 5. Workers' Compensation valid in the State of Florida which policy limit shall be in an amount not less than the statutory limit for Workers' Compensation.
- 6. Employer's liability insurance valid in the State of Florida which policy limit shall be in an amount not less than \$1,000,000.00 each accident for employer's liability.
- 7. All insurance providers used shall be admitted and duly authorized to do business in the State of Florida and shall have been assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000.00 to \$500,000,000.00 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted

- insurance companies are not acceptable. All liability policies shall name the City, its council members, officers, boards, agents and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of communications facilities in the public rights-of-way or other activities under this Chapter. Each communications services provider shall furnish annually to the City certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No insurance policy shall be canceled, nor shall the occurrence or aggregate limits set forth herein be reduced, until the City has received at least 30 days' advance written notice by registered, certified or regular mail of any cancellation, intent not to renew or reduction in policy coverage. Each communications services provider shall be responsible for notifying the City of such cancellation, intent not to renew or reduction in coverage. All certificate(s) of insurance, including all endorsements and riders, evidencing insurance coverage shall be submitted to the City within 30 days after the date of registration with the City in order for a communications services provider to obtain a permit required for construction in the public rights-of-way. Each communications services provider shall, in the event of any such notice described above, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within 30 days following receipt by the City or the communications services provider of such notice.
8. Nothing contained in this Chapter shall limit a communications service provider's liability to the City to the limits of insurance certified or carried.
 9. A communications services provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the City Manager, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of facilities in the public ROW. The communications services provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.
-
- f. Towers shall be located and designed to ensure minimal aesthetic impact. Aesthetic impact shall take into consideration, but not be limited to, the amount of the tower structure that can be viewed from surrounding residential zoning districts, designated scenic roadways, and historic districted in eligible or to be listed in the Nation Register of Historic Places. Consideration shall also include the distance to any residential zoning district, any design factors that mitigate negative aesthetic impact, landscaping or intervening visual buffers, existing character of surrounding area, or other visual options proposed by the applicant.
 - g. Towers shall be located and designed to ensure compatibility. Compatibility determinations shall take into consideration the degree to which the tower structure is designed and located to be compatible with the nature and character of the other land uses and/or with the environment of the surrounding neighborhood.

6.01.07 Additional Provisions for all Wireless Facilities Outside City ROW

- A. Parking. One parking space is required for each tower development area located outside of the ROW. The space shall be provided within the leased area, or equipment compound or the development area as defined on the site plan.

Buffers and landscaping shall be per City Land Development Code Chapter 4.

6.01.08 Additional provisions for Non-Exempt Temporary Wireless Facilities and Cellular on Wheels.

- A. Development Standards.
1. Proof of notification of installation or construction from the FAA, if applicable.
 2. Height shall be less than 120’.
 3. It does not involve any excavation (or excavation where prior disturbance exceeds proposed excavation by at least 2 feet).
 4. Description of proposed location, including type of temporary structure, type of electrical service to be utilized, description of temporary necessity requiring Temporary WF.
 5. Duration of proposed cellular on wheel facility shall not exceed 14 calendar days.
- B. Approval Process. Administrative approval by the City will be considered through the application of a temporary use permit.

6.01.09 Additional provisions for Collocation on any existing tower or base station

- A. Development Standards. For collocation on any tower or base stations (concealed or non-concealed) outside the City ROW, additions or modifications may not exceed the definition of substantial change under federal or state definitions set forth above.
- B. Application review timeframes.
1. A collocation application entitled to expedited streamlined processing pursuant to Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (47 USC §1455(a)) shall be deemed complete unless the City provides written notice to the applicant that the submission is incomplete (a “notice of incompleteness”) within 30 calendar days of application submission (or within some other mutually agreed upon timeframe). Notice of incompleteness will be in writing and will identify specifically the deficiencies in the application which, if cured, would make the application complete. Upon notice of incompleteness, the timeline for a decision will be tolled until the applicant re-submits to correct such deficiency. The City will, within ten (10) calendar days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision will be likewise tolled during the additional re-submission deficiency period until the second resubmission.
 2. Other collocation applications entitled to expedited streamlined process review pursuant to F.S. 365.172(13) will be deemed complete unless the City provides a written notice of incompleteness to the applicant within 20 business days of submission (or within some other mutually agreed upon timeframe). Notice of incompleteness will identify specifically the deficiencies in the application which, if cured, would make the application complete. Upon notice of incompleteness, the timeline for a decision will be tolled until the applicant re-submits to correct such deficiency. The City will, within twenty (20) business days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision will

be likewise tolled during the additional re-submission deficiency period until the second resubmission.

- C. Approval Process. Administrative approval by the City will be considered through the application of a building permit.

6.01.10 Additional provisions for New Small Wireless Facilities outside City ROWs.

A. Development Standards:

1. Concealed and Non-concealed New Base Stations.

- a. Small wireless facilities shall be no larger in size than specified in the definition for these facilities in Section 7.01.02.
- b. Concealed new base station antenna and concealed wireless equipment associated with the facility is preferred over new non-concealed base stations.
- c. The top of the attached wireless facility antenna shall not be more than ten (10) feet above the existing or proposed building or structure.
- d. Concealed WF antennas, feed lines and ground related equipment shelters/cabinets shall be designed to architecturally match the façade, roof, wall, and/or structure on which they are affixed so that they blend with the existing structural design, color, and texture.
- e. A photo rendering shall be provided of the WF that depicts aesthetic features including, but not limited to, the use of colors, concealment, screening and buffering, with a before and after installation exhibit.
- f. When a new base station is located on a nonconforming building or structure, the existing permitted nonconforming setback shall prevail.
- g. To the extent possible, base stations should be located outside of the floodplain. Where it is not possible, placement shall comply with Fernandina Beach's floodplain management ordinance and Land Development Code regarding floodplain and wetlands.

Base Stations cannot be located within wetlands, wetland transitional areas, or wetland buffers.

2. New Concealed Dual Purpose Tower

- a. Small wireless facilities will be no larger in size than specified in the definition for these facilities in Section 7.01.02.
- b. Concealment design is required to minimize the visual impact of wireless communication facilities. For this reason, all new towers must be a concealed dual-purpose wireless facility.
- c. All new small wireless towers must be designed with considerations of height, scale, color, texture and architectural design of the buildings where the new facility is proposed. All cables, conduits, electronics and wires must be enclosed within the structure.
- d. Neutral host antenna, smart poles and prefabricated multi-tenant dual-purpose type facilities are preferred. Applicants may seek a waiver of this requirement if they can demonstrate that there is no commercially available single antenna system, smart

pole or multi-tenant dual purpose tower that can accommodate multiple wireless service providers.

- e. Height: The total height including antenna must not exceed thirty-five (35) feet.

3. New Non-concealed Tower

- a. Small wireless facilities must be no larger in size than specified in the definition for these facilities in Section 7.01.02.
- b. A photo rendering must be provided of the proposed antenna that depicts a before and after installation exhibit.
- c. Height will be limited to thirty (30) feet.
- d. Neutral host antenna, smart poles and prefabricated multi-tenant dual-purpose facilities are preferred. Applicants may seek a waiver of this requirement if they can demonstrate that there is no commercially available single antenna system, smart pole or multi-tenant dual purpose tower that can accommodate multiple wireless service providers.
- e. Wireless equipment (other than the antenna) associated with the facility to be located in accordance with the descending order of preference:
 - i. Concealed on the ground away from the tower;
 - ii. Concealed at the base of the tower;
 - iii. Non-concealed on the tower
 - iv. Non-concealed on the ground next to the tower or away from tower to be determined on a case by case basis depending on sidewalk and ROW width.

B. Approval Process.

1. The City's staff designee will review and provide comment on any deficiencies in wireless facility applications in writing within thirty (30) days of submission or within some other mutually agreed upon time frame. The comment notice will identify the deficiencies in the WF application, which, if cured, would make the application complete. The WF application will be deemed complete on resubmission if the resubmitted materials cure the original deficiencies indicated by the City.
2. If the City does not approve or deny the application following resubmission then the application will be deemed approved within ninety (90) business days from the time the application is deemed complete or a mutually agreed upon time frame between the City and the applicant.
3. The City may deny an application on the basis that it does not meet any of requirements below:
 - a. The City's applicable codes;
 - b. Local code provisions or regulations that concern public safety, reasonable and nondiscriminatory concealment requirements
 - c. Historic preservation requirements.
4. If the City denies an application, then the City will:

- a. Document the basis for a denial, including the specific code provisions on which the denial was based;
- b. Send the documentation to the applicant on or before the day the City denies an application. The applicant may cure the deficiencies identified by the City and resubmit the application within thirty (30) days of the denial without paying an additional application fee. The City will approve or deny the revised application within thirty (30) days of the date on which the application was resubmitted. Any subsequent review shall be limited to the deficiencies cited in the prior denial.

6.01.11 Additional provisions for Small Wireless Facilities Outside City Rights-of Way in Single-Family Residential Districts.

A. General Development Standards - New Concealed Dual-Purpose Tower

1. Small wireless facilities will be no larger in size than specified in the definition for these facilities in Section 7.01.02.
2. Concealment design is required to minimize the visual impact of wireless facilities. For this reason, all new towers must be a concealed dual-purpose wireless facility.
3. All new dual-purpose towers must be designed with considerations of height, scale, color, texture and architectural design of the buildings where the new facility is proposed. All cables, conduits, electronics and wires must be enclosed within the structure.
4. Neutral host antenna, smart poles and prefabricated multi-tenant dual-purpose facilities are preferred.
5. Height: The total height of a new small wireless facility outside a City ROW in Single-Family Residential Districts, including antenna, will not exceed thirty (30) feet.
6. To the extent possible, facilities should be located outside of the floodplain and wetland areas. Where it is not possible, placement must comply with Fernandina Beach's floodplain management ordinance and Land Development Code regarding floodplain and wetlands.

- B. Approval Process. A new concealed small wireless tower under this subsection will be reviewed and a decision rendered by the **Planning Advisory Board** to approval within ninety (90) business days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide personal wireless services, or within such other mutually agreed upon time (Speculative towers without an associated wireless service provider are not entitled to review and decision within ninety (90) business days, or to any of the other protections of the Telecommunications Act). Construction permits issued for new concealed small wireless tower or base station will be valid for a term of one hundred eighty (180) days and will lapse and be void if construction of the contemplated concealed small wireless tower or base station is not completed within that time.

6.01.12 Additional provisions for new Macrocell Base Station Facilities

A. Development Standards.

1. Concealed new base stations are preferred over new non-concealed base stations per the siting preference matrix in Table 6.01.00(1).

2. The top of the attached wireless facility antenna must not be more than ten (10) feet above the existing or proposed building or structure.
3. Concealed WF antennas, feed lines and ground related equipment shelters/cabinets must be designed to architecturally match the façade, roof, wall, and/or structure on which they are affixed so that they blend with the existing structural design, color, and texture.
4. A photo rendering must be provided of the WF that depicts aesthetic features including, but not limited to, the use of colors, concealment, screening and buffering, with a before and after installation exhibit.
5. When a new wireless facility base station is located on a nonconforming building or structure, the existing permitted nonconforming setback will prevail.

B. Application Review Timelines.

1. City planning staff designee will review and provide comment on any deficiencies in new base station WF applications in writing which shall be postmarked to the applicant within twenty (20) business days of submission or within some other mutually agreed upon time frame. The notice shall identify the deficiencies in the wireless facility application, which if cured, would make the application complete. The WF will be deemed complete on resubmission if the resubmitted materials cure the original deficiencies indicated by City.
2. If the City does not respond in writing to the applicant of an eligible facility collocation request within the specified timeframe, the application shall be deemed complete.
3. The City will issue a written decision approving or denying an application request within ninety (90) business days of such application being deemed complete.
4. Approval Process. Administrative approval by the City.

6.01.13 Additional provisions for Outdoor Distributed Antenna System Hub

A. Development Standards.

1. Setbacks for outdoor distributed antenna system hub shelters/buildings must meet the setback standards of the underlying zoning district.
2. Equipment shelters/building must be architecturally compatible with the general character of the neighborhood and historic character, if applicable.
3. Equipment shelters/buildings/cabinets must be screened with materials and colors consistent with the surrounding backdrop and/or textured to match the existing structure. The use of foliage and vegetation around ground equipment may be required based on conditions of the specific area where the ground equipment is to be located.

B. Application Review Timelines.

1. The City will review and provide comment on any deficiencies in new outdoor DAS hub applications in writing which will be postmarked to the applicant within twenty (20) business days of submission or within some other mutually agreed upon time frame. The notice will identify the deficiencies in the wireless facility application, which if cured, would make the application complete. The WF will be deemed complete on resubmission if the resubmitted materials cure the original deficiencies indicated by City.
2. If the City does not respond in writing to the applicant of an eligible facility collocation request within the specified timeframe, the application will be deemed complete.

3. The City will issue a written decision approving or denying an application request within ninety (90) business days of such application being deemed complete.
- C. Approval Process. Administrative approval by the City

6.01.14 Supplemental Standards

A. *Macrocell Facility* Development Standards - New Concealed Dual-Purpose Tower, New Non-concealed Tower and Replacement Tower

1. Visibility Concealed

- a. New concealed wireless facility towers must be designed to match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture with existing structures and landscapes on the property.
- b. New antenna mounts must be concealed and match the concealed WF tower.
- c. In residential zoning districts, new concealed wireless facility towers will only be permitted on lots whose principal use is not single-family residential, such as schools, churches, synagogues, fire stations, parks, and other public property.

2. Visibility Non-concealed - Monopoles only will be allowed in the City.

3. Replacement – any replacement tower must achieve either the same level of visibility or less than the tower that it is replacing. A replacement for a concealed wireless facility must be concealed. A replacement of a non-concealed tower must be either concealed or a monopole type tower.

4. Height.

- a. Where permitted new concealed towers in single-family districts will be limited to 70'. Where permitted, new non-concealed towers in single-family districts will be limited to 60'.

- b. Where permitted, new concealed towers in non-single-family districts will be limited to 120'. Where permitted, new non-concealed towers in non-single-family districts shall be limited to 100'.

5. Setbacks. New towers will be subject to the setbacks described below:

- a. A concealed wireless facility may be constructed using breakpoint design technology (see 'Definitions'), in which case the minimum setback distance will be equal to 110 percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the minimum side and rear yard requirements, whichever is greater. Certification by a registered professional engineer licensed by the State of Florida of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant. (For example, on a 100-foot tall monopole with a breakpoint at eighty (80) feet, the minimum setback distance would be twenty-two (22) feet (110 percent of twenty (20) feet, the distance from the top of the monopole to the breakpoint) in addition to the minimum side or rear yard setback requirements for that zoning district.
- b. For a non-concealed wireless facility tower or a concealed wireless facility tower not constructed using breakpoint design technology, the minimum setback distance will be equal to the height of the proposed WF.

- c. Non-concealed towers will be subject to the minimum setback distance required by the applicable zoning district.
- d. Replacement towers will be subject to the minimum setback distance imposed upon the tower being replaced.
- 6. Equipment cabinets and Equipment Shelters. Electronic equipment must be contained in either (a) equipment cabinets or (b) equipment shelters. Equipment cabinets must not be visible from pedestrian and ROW views. Equipment cabinets may be provided within the principal building on the lot, behind a screen on a rooftop, or on the ground within the fenced-in and screened equipment compound.
- 7. Fencing. All equipment compounds must be enclosed with an opaque fence or masonry wall in residential zoning districts and in any zoning district when the equipment compound adjoins a public ROW. Alternative equivalent screening may be approved through the site plan approval process.
- 8. Equipment Compound. The fenced-in compounds must not be used for the storage of any excess equipment or hazardous materials. No outdoor storage yards will be allowed in a tower equipment compound. The compound must not be used as habitable space.
- 9. Non-concealed towers: New antenna mounts must extend no more than 10 feet from the tower structure, unless it is demonstrated through RF propagation analysis that compliance with this limitation will not meet the network objectives of the desired coverage area.
- 10. Balloon Test.
 - a. New concealed and non-concealed wireless facility towers must be configured and located in a manner that will minimize adverse effects including visual impacts on the landscape and adjacent properties.
 - b. A balloon test will be required subsequent to the receipt of the photo simulations in order to demonstrate the proposed height and concealment solution of the WF. The applicant must arrange to raise a colored balloon no less than three (3) feet in diameter at the maximum height of the proposed tower, and within twenty-five (25) horizontal feet of the center of the proposed tower. The applicant must meet the following for the balloon test:
 - i. Applicant must inform the City and abutting property owners in writing of the date and times, including alternative date and times, of the test at least fourteen (14) days in advance.
 - ii. A 3' by 5' sign with lettering no less than 3 inches high stating the purpose of the balloon test must be placed at closest major intersection of proposed site.
 - iii. The date, time, and location, including alternative date, time and location, of the balloon test must be advertised in a locally distributed paper by the applicant at least seven (7) but no more than fourteen (14) days in advance of the test date.
 - iv. The balloon must be flown for at least four (4) consecutive hours during daylight hours on the date chosen. The applicant must record the weather, including wind speed during the balloon test.
 - v. Re-advertisement will not be required if inclement weather occurs.
 - c. WFs must be engineered and constructed for collocation as follows: 2 tenants between 80 and 100 feet, for 3 tenants between 101 and 120 feet in height, and for 4 tenants above 120 feet in height.

- d. Grading must be minimized and limited only to the area necessary for the new WF and equipment compound.
- e. All landscaping will be subject to Chapter 4 of the Land Development Code.

6.01.15 Additional Submittal Requirements for Applications

A. Development Standards.

1. Simulated photographic evidence of the proposed tower and antenna appearance from any and all residential areas within 1,500 feet and vantage points approved by the City including the facility types the applicant has considered and the impact on adjacent properties including:
 - a. Overall height.
 - b. Configuration.
 - c. Physical location.
 - d. Mass and scale.
 - e. Materials and color.
 - f. Illumination.
 - g. Architectural design.
2. Applicant must provide a written statement of proposed facility compliance with all applicable FCC rules and regulations.
3. A map of the same search ring submitted and used by the applicant's site locator with a statement confirming the same.
4. A map indicating applicant's existing RF signal propagation, a map indicating applicant's proposed new radio frequency (RF) signal propagation, and a map indicating the proposed facility's coverage area, which provides sufficient justification for the requested support structure height.
5. A map indicating applicant's existing RF signal propagation and a map indicating applications proposed new RF signal propagation.
6. A statement from the applicant providing information regarding justification for the proposed new WF facility.
7. An affidavit by a radio frequency engineer demonstrating compliance with the Permitted Use List (Table 6.01.00 (1)) of this Section and providing the qualifications of affiant. If a lower ranking alternative is proposed the affidavit must address why higher ranked options are not technically feasible, practical, and/or justified given the location of the proposed communications facility.
8. Statement as to the potential visual and aesthetic impacts of the proposed tower and equipment on all adjacent residential zoning districts.
9. Written statement by a registered professional engineer licensed by the State of Florida specifying the design structural failure modes of the proposed facility, if applicable.
10. A radio frequency propagation plot indicating the coverage of existing antenna sites, coverage prediction, and design radius, together with a certification from the applicant's radio frequency engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as a concealed facility, attached facility, replacement facility, collocation, or new tower and reasons why such alternative structures are unacceptable.

11. All other documentation, evidence, or materials necessary to demonstrate compliance with the applicable approval criteria set forth in this Ordinance.
12. Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations, Part 77, and "Objects Affecting Navigable Airspace," if applicable.
13. Proof of compliance with National Environmental Policy Act and National Historic Preservation Act.

B. Application Review Timelines:

1. City planning staff designee will review and provide comment on any deficiencies in new conditional use permit applications in writing which will be postmarked to the applicant within twenty (20) business days of submission or within some other mutually agreed upon time frame.
2. The City will issue a written decision approving or denying a conditional use permit application request within ninety (90) business days of such application being deemed complete.

C. Approval Process: A new conditional use permit application for a new macrocell facility in this section will be reviewed and a decision rendered by the Board of Adjustment within ninety (90) business days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide wireless communication services, or within such other mutually agreed upon time.

6.01.16 Additional provisions for Broadcast towers *outside the City ROWs* (subject to definitions in Sec. 6.01.00(C)).

A. Development Standards.

1. Broadcast Tower Determination of Need. No new broadcast towers will be permitted unless the applicant demonstrates that no existing broadcast tower can accommodate the applicant's proposed use.
2. The zoning lot on which a broadcast facility is located must have a minimum gross land area of one hundred fifty thousand (150,000) square feet.
3. Height. Height for broadcast towers will be evaluated on a case-by-case basis; the determination of height contained in the applicant's FCC Form 351/352 construction permit or application for construction permit and an FAA determination of no hazard (FAA Form 7460/2) will be considered prima facie evidence of the tower height required for such broadcast facilities.
4. Setbacks. New broadcast towers and anchors must be setback a minimum of five hundred (500) feet from any single-family dwelling unit on same zone lot; and a minimum of 1 foot for every 1 foot of tower height from all adjacent lots of record.
5. Equipment Cabinets. Except for AM broadcast towers, cabinets must not be visible from pedestrian views.
6. All landscaping will be subject to Chapter 4 of the Land Development Code.
7. Fencing. All broadcast facility towers, AM antenna(s) towers, and guy anchors must each be surrounded with an anti-climbing fence compliant with applicable FCC regulations.

8. Equipment Compound. The fenced in compounds must not be used for the storage of any excess equipment or hazardous materials. No outdoor storage yards will be allowed in a tower equipment compound. The compound must not be used as habitable space.
- B. Application Review Timelines.
1. City planning staff designee will review and provide comment on any deficiencies in new broadcast tower applications in writing which will be postmarked to the applicant within thirty (30) calendar days of submission or within some other mutually agreed upon time frame.
 2. The City will issue a written decision approving or denying an application request within one hundred fifty (150) calendar days of such application being deemed complete.
- C. Approval Process. A new broadcast tower application will be reviewed and a decision rendered by the Board of Adjustment as applicable within one hundred and fifty (150) days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide AM/FM/TV Broadcast services, or within such other mutually agreed upon time.

6.01.17 Appeals

- A. Appeals from Administrative Review Process Denials. Appeals from the Administrative Review Process will be heard by the Board of Adjustment and subject to provisions in Chapter 11 of the City Land Development Code.
- B. Appeals from Board of Adjustment. Appeals of BOA decisions will go directly to circuit court.

6.01.18 Severability.

If any section, subsection, paragraph, sentence, clause or phrase of Section 6.01.00 of this Land Development Code is for any reason held by any court of competent jurisdiction to be unconstitutional or otherwise invalid, the validity of the remaining portions of Section 6.01.00 will continue in full force and effect.

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: \$ N/A TYPE: _____

APPLICATION #: _____

CASE #: 2019-06BOARD 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:

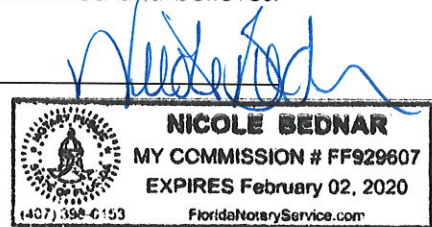
LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-06): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY REQUIREMENTS FOR TELECOMMUNICATION FACILITIES WITHIN SECTION 7.01.02 FACILITIES IN PUBLIC RIGHTS-OF-WAY AND SECTION 6.01.00 TELECOMMUNICATION FACILITIES LOCATED OUTSIDE OF PUBLIC RIGHTS-OF-WAY.

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: _____



**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, April 10, 2019 at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

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.

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.

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.

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.

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.

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.”

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

***** This ad cannot be included in the legal or the classified section of the newspaper. *****

Please run as a DISPLAY ad in FRIDAY MARCH 29, 2019 issue.

FERNANDINA BEACH

Ordinance and Wireless Telecommunications Master Plan



Susan Rabold, Project Manager

May 8, 2019 – 5 pm
Planning Advisory Board Regular Meeting

Wireless Stakeholder Information For Nassau County

101 PWSF towers and base stations County-wide

Wireless service providers for mobile radio, phone, and broadband include:

- AT&T
- Bayshore Television
- BDCM Fund Adviser, LLC
- BPC Spectrum LLC
- Broadband South
- Charlton County High
- Cox Family Voting Trust
- Clearwire
- DISH Network
- Hispanic Information & Telecommunications Network
- Inmarsat plc
- MSB Spectrum Holdings
- Metro PCS
- Sprint
- T-Mobile
- Verizon
- A variety of public agencies

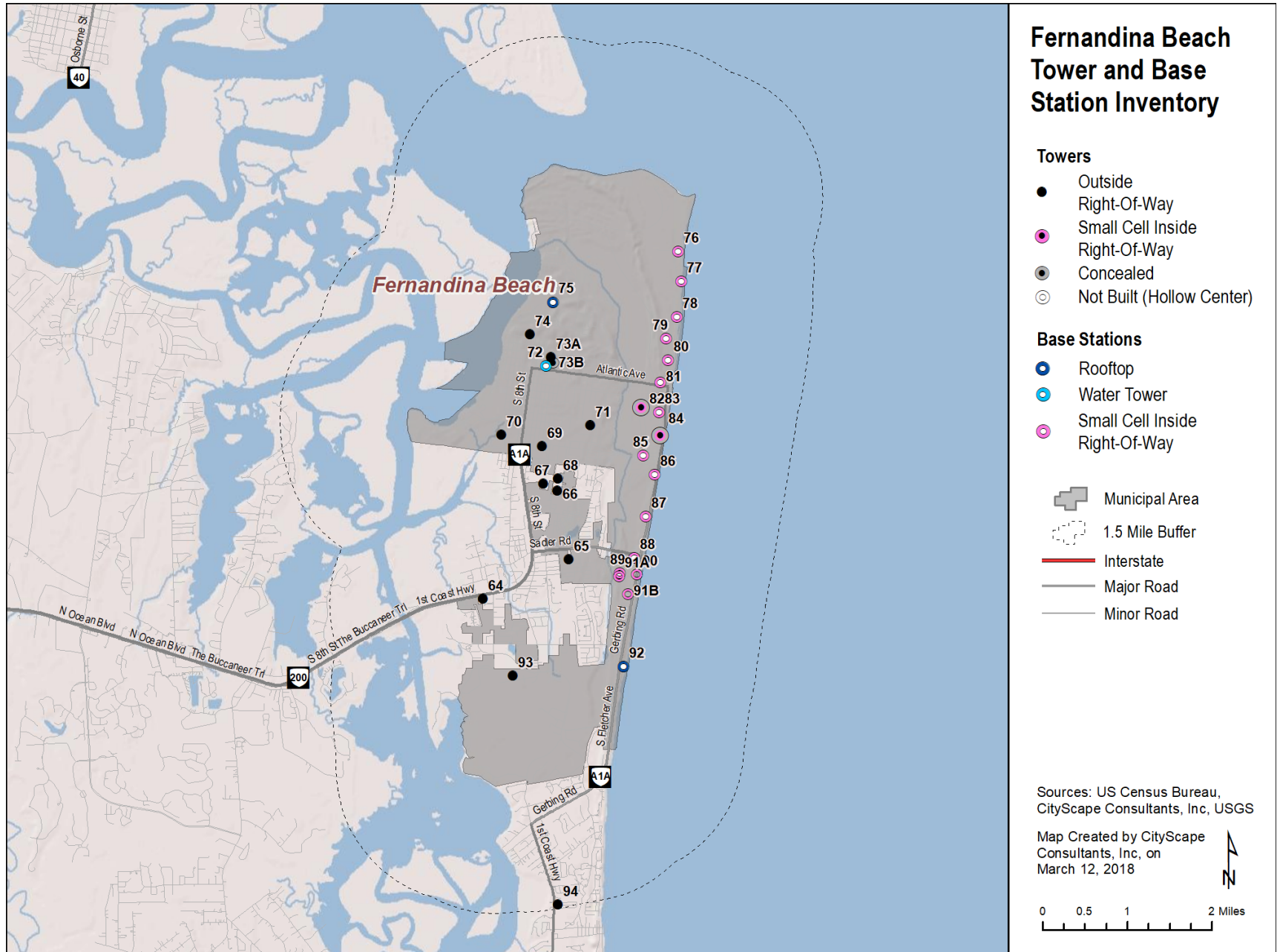
Tower owners include but are not limited to:

- Affinity LLC
- American Tower
- Crown Castle
- JEA
- NextTower
- SBA
- A variety of public agencies and broadcast companies

Wireless Stakeholder Information For Fernandina Beach

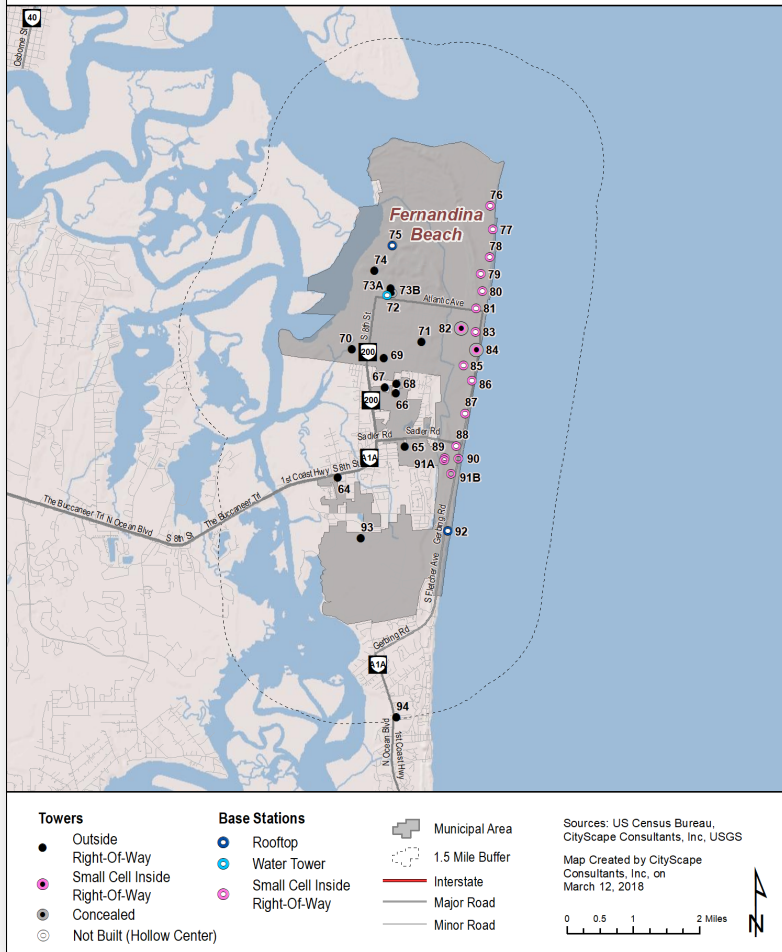
LOCATION	INFRASTRUCTURE TYPE	#	INFRASTRUCTURE OWNER	#	INFRASTRUCTURE HEIGHT	#
Outside ROW	Guyed Tower	2	Affiniti, LLC	4	30' - 40'	15
Outside ROW	Lattice Tower	3	American Tower Corporation	15	60' - 105'	3
Outside ROW	Monopole Tower	4	Crown Castle International	6	118' - 153'	5
Outside ROW	Concrete Tower	4	Insite	1	160' - 199'	5
Outside ROW	Base Station	3	SBA	2	=230'	1
Outside ROW	Concealed Tower	1	Unknown	4	Unknown	3
Inside ROW	Small Cell Facilities	15	Proposed	3	Proposed	3
Inside ROW	Proposed Small Cell Facilities	3				
	TOTAL	35	TOTAL	35	TOTAL	35

Inventory Map

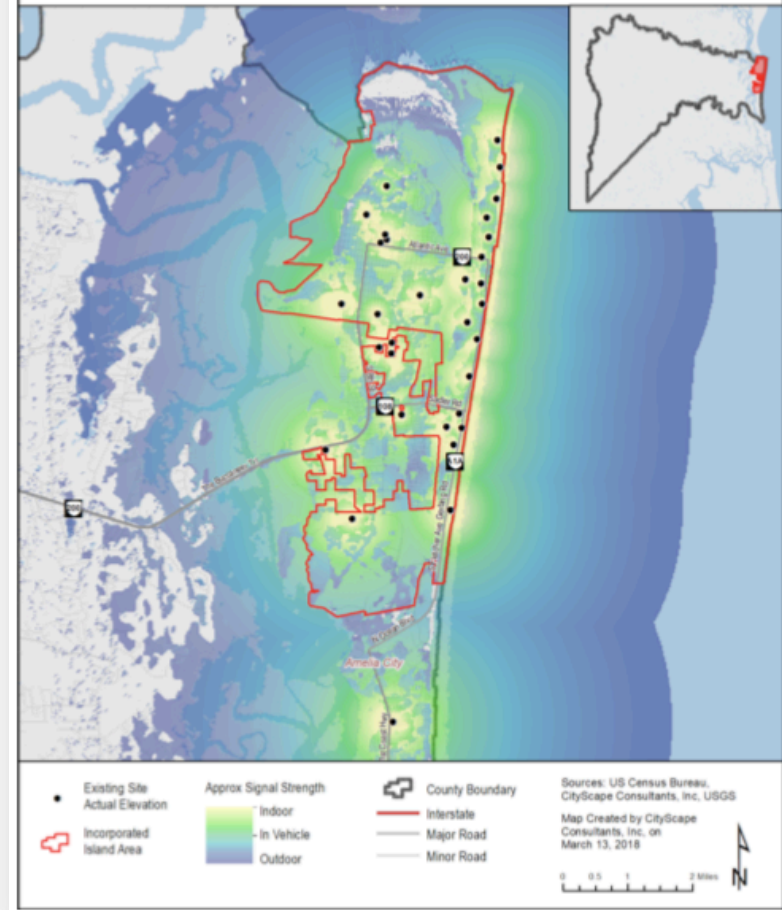


Gap Analysis

Fernandina Beach Tower and Base Station Inventory



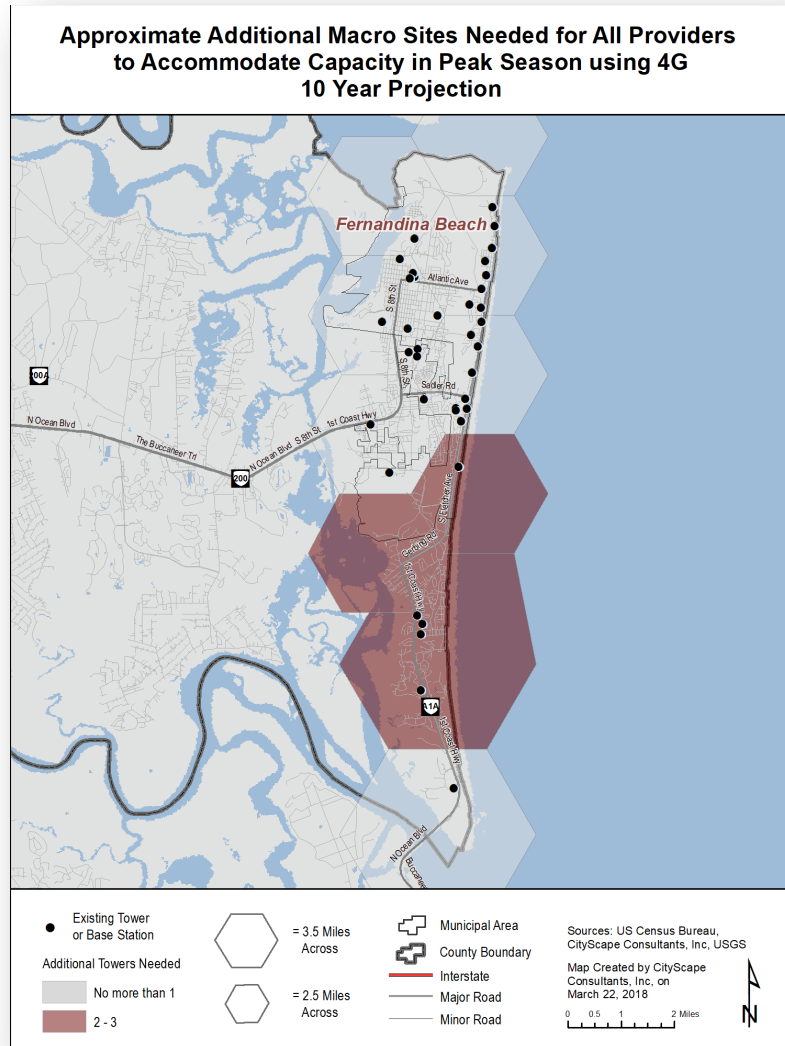
Incorporated Island Study Area
Predicted Theoretical High Frequency Coverage From
a Single Provider with Terrain and Signal Strength



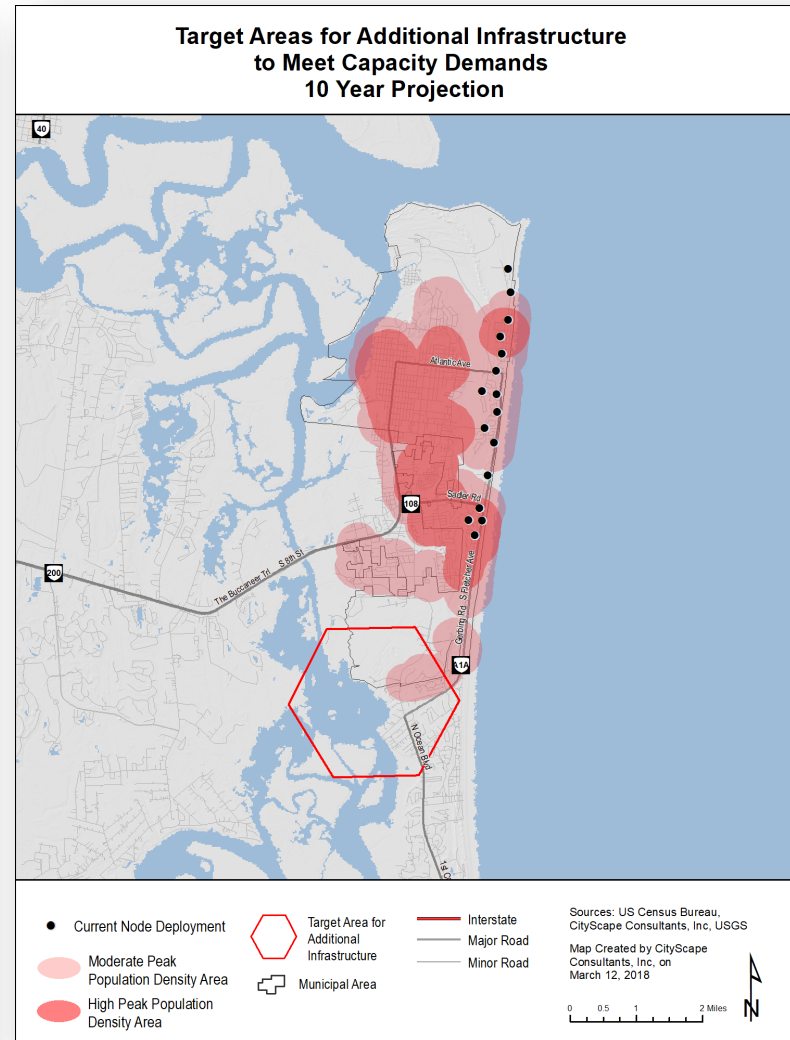
xyz

xyz

Ten Year Projections



20 macro towers 80'-120'



100s of small wireless facilities 30'-40'

Zoning Solutions



Recommendations:

- Establishment of Small Wireless Facility Within and Outside of Public ROW policy
- Permitted Use List of Preferred Types of Infrastructure based on poll results
- Consistency with Federal and State Legislation
 - Definitions
 - Type of Review Processes
 - Timing for Application Reviews

Summary

Small Wireless Facilities Inside ROW:



- Cannot exceed size criteria of definition
- Preference for new concealment of future infrastructure
- Replacement poles substantially similar in design
- Photo renderings required
- Attestation that the small wireless facility will be activated within 9 months of application approval:
- Abandoned facilities shall be removed within 180 days

Zoning Solutions

<u>Wireless facility Type</u>		<u>Macrocell Tower Examples</u>	<u>Macrocell Base Station Example</u>	<u>Small Wireless Facility Tower Examples</u>	<u>Small Wireless Facility Base Station Examples</u>	<u>Standards</u>
1	<u>Collocation on existing tower or base station, located on:</u> a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u>			<u>No examples at this time of the new infrastructure</u>		<u>Outside ROW: 6.01.00(H), (P) and additionally (Q) for small wireless facilities</u>
	2 <u>New concealed base station, located on:</u> a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u>	<u>Not Applicable</u>		<u>Not Applicable</u>		<u>Outside ROW: 6.01.00(H), (S) and additionally (Q) for small wireless facilities</u>
	3 <u>New non-concealed base station, located on:</u> a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u>	<u>Not Applicable</u>		<u>Not Applicable</u>		<u>Outside ROW: 6.01.00(H) and (G)</u>

Zoning Solutions

Wireless facility Type	Macrocell Tower Examples	Macrocell Base Station Example	Small Wireless Facility Tower Examples	Small Wireless Facility Base Station Examples	Standards
<u>4</u> New concealed <u>dual purpose</u> tower or utility pole or replacement of a non-concealed tower or utility pole with a new concealed dual purpose tower or utility pole a. <u>On City owned land</u> b. <u>On other publicly owned land</u> c. <u>On private property*</u> d. <u>In public ROW</u>		<u>Not Applicable</u>		<u>Not Applicable</u>	<u>Inside ROW:</u> 7.01.02(d), (e and f) <u>Outside ROW:</u> 6.01.00(H) and (U) and in (R) if in a single-family residential zoning district
<u>5</u> New non-concealed tower or utility pole or replacement of a non-concealed tower or utility pole with another non-concealed tower or utility pole, located on: a. <u>City owned land</u> b. <u>Other publicly owned land</u> c. <u>Private property*</u> d. <u>In public ROW</u>		<u>Not Applicable</u>		<u>Not Applicable</u>	<u>Inside ROW:</u> 67.01.02(d), (e) and (f) <u>Outside ROW:</u> 6.01.00(H) and (S) and (U)

Zoning Solutions

Table 6.01.00(B): Zoning Matrix

Key:

- Prohibited (Empty)

P - Permissible administrative approval

S - Permissible subject to supplemental standards

Type of Wireless Facility	Amateur Radio and Non-exempt temporary facilities Over 65'	Macrocell or Small Wireless Facility Outside ROW				
		Collocation on existing tower or base station	New concealed base station	New non-concealed base station	New concealed dual purpose tower	New non-concealed monopole tower
<u>R-E</u>		<u>P</u>				
<u>R1-G</u>		<u>P</u>				
<u>R-1</u>		<u>P</u>				
<u>RLM</u>		<u>P</u>				
<u>R-2</u>		<u>P</u>				
<u>R-3</u>		<u>P</u>				
<u>OT-1</u>		<u>P</u>				
<u>OT-2</u>		<u>P</u>				
<u>MU-1</u>		<u>P</u>				
<u>MU-8</u>		<u>P</u>	<u>P</u>		<u>P</u>	
<u>C-1</u>		<u>P</u>	<u>P</u>		<u>P</u>	
<u>C-2</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>C-3</u>		<u>P</u>				
<u>I-1</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>I-2</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>I-A</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>I-W</u>		<u>P</u>	<u>P</u>		<u>P</u>	
<u>W-1</u>		<u>P</u>				
<u>PI-1</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
<u>CON</u>		<u>P</u>				
<u>REC</u>		<u>P</u>	<u>P</u>		<u>P</u>	

Summary

Bases on poll results:

- Preference for concealment of future infrastructure
- Monopole type towers only within the City
- Balloon test required
- Photo simulations required based on balloon test
- Heights where permitted:
 - New concealed in single-family 60'
 - New concealed outside single-family 120'
 - New non-concealed, outside single-family 100'



Wireless Telecommunications Master Planning

Questions
Thank you



NASSAU COUNTY AND CITY OF FERNANDINA BEACH

WIRELESS MASTER PLAN

THIRD DRAFT

February 13, 2019

Prepared by:

CityScape Consultants, Inc.

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The following individuals played an important role in the development of this Plan. Gratitude also is extended to the citizens, wireless industry and other stakeholders who participated in the public hearings and other special meetings.

Board of County Commissioners:

Justin M. Taylor, Chairman
Daniel B. Leeper, Vice-Chairman
Aaron C. Bell
Pat Edwards
Thomas R. Ford

County Manager:

Michael S. Mullin, Esq.

County/City Staff:

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Kelly Gibson, AICP, Planning Director, Fernandina Beach
Taco E. Pope, AICP, PEO Director, Nassau County



EXECUTIVE SUMMARY

The Wireless Master Plan was commissioned by Nassau County (County) and The City of Fernandina Beach (City) in a proactive effort addressing wireless infrastructure development throughout the County. The usage of smart wireless devices are growing and are an integral part of communications for residents, students, businesses and emergency services throughout the County. Because of this growing demand of services, the need for more infrastructure is increasing.

The Wireless Master Plan examines the existing infrastructure to define the deployment patterns and current wireless coverage. The areas in need of wireless services are determined and the numbers of facilities necessary to create a complete wireless representation is projected. Recent federal and state legislative changes prompted local ordinance revisions to uphold compliance and encourage deployment.

Throughout the Wireless Master Plan development there were public outreach meetings designed to educate the public on wireless industry trends, strategies and practices and offered polling to allow all stakeholders the opportunity to participate in the process. For convenience the meetings were held in three different areas of the County as follows:

Initial Public Outreach Meetings and polling:

- 8/15/17 - 7 pm, James S. Page Government Complex, Yulee
- 8/16/17 - 6 pm, American Beach Community Center, Fernandina Beach
- 8/17/17 - 6 pm, Callahan Fairground Multi-Purpose Facility

Second Public Outreach Series:

- 3/20/18 - 6 pm, James S. Page Government Complex, Yulee
- 3/22/18 - 6 pm, City Hall Commission Chambers, Fernandina Beach

The County and City's wireless communication infrastructure is the backbone for the impending development so all existing infrastructure was assessed and cataloged. Countywide there are a total of one hundred and one (101) towers and base stations which consisted of ninety nine (99) existing facilities and two (2) proposed facilities. Of those there are thirty five (35) within the City jurisdiction which included sixteen (16) small cell facilities and one (1) facility located south of the City boundary but within the one and a half mile perimeter.

Mapping was conducted throughout the process and presented at the Outreach meetings to illustrate the wireless service environment throughout the County and the City. The predicted high and low frequency maps identify the approximate coverage and showcase the areas that have limited wireless coverage or gaps in services. Approximate projections were determined taking into consideration the previous deployment pattern, trends of the technology, population density and variables of the area.

The projected number of new facilities needed in both the rural and urbanized areas of the County are estimated to be twenty (20) new macro towers at the height of approximately eighty (80') to one hundred fifty feet (150') tall. These macro towers are necessary as the backbone to fill in the network gaps to meet coverage and capacity needs County-wide over the next ten (10) years. It is estimated that hundreds of small cell antennas mounting at the height of approximately thirty-five (35') to forty feet (40') are needed to meet anticipated 5G demands over the next decade. It is probable that most of these small cell facilities will be in the rights-of-way (ROW) parallel to major thoroughfares and along local streets in the urban residential districts.

Updating the local wireless communication facility ordinance was completed in conjunction with the Wireless Master Plan. The local code was brought into compliance with the 2017 Florida State legislation HB 687 and new federal regulatory changes in the Federal Communication Commissions (FCC) First and Third Report and Orders through January 2019. Highlights of the update includes:

- Standards for small wireless facilities in the ROW
- Promotes the use of concealed antenna and towers
- Provides a wireless facility siting table listing collocation as the preferred type of installation and a non-concealed tower as the last preferred option
- Siting table developed from the citizen responses at the Initial Public Outreach meetings
- Development standards to promote a balance between the needed wireless infrastructure while maintaining aesthetic integrity of the County and City, which was the sentiment voiced during the polling process

The Wireless Master Plan in its entirety is an in-depth study of the wireless communication service coverage throughout Nassau County and The City of Fernandina Beach. This plan offers projections and standards for the County that encourages complete wireless coverage taking into consideration all stakeholder input making this an all-inclusive plan to follow for the next decade.

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INTRODUCTION



Nassau County embarked on a county-wide Wireless Master Plan project as a proactive approach to address poor wireless service coverage, visual concerns of future additional wireless infrastructure and recent changes in federal and state legislation. The approach of the Wireless Master Plan provides strategies to address existing and future deployments in and around Nassau County (County) and the City of Fernandina Beach (City).

This illustrative document details planning guidelines specific to the study area of the City and County. The initial narratives and figures provide explanations on the fundamentals of wireless communication to emphasize the importance of how personal wireless services began and continues to improve and progress. The mapping and engineering analyses identify existing gaps in network coverage and indicate local areas with high demand capacity issues. The community outreach meetings facilitate stakeholder feedback offering guidance for design standards and siting preferences that created the framework for the updated public policy.

CityScape Consultants, Inc., an engineering firm specializing in radio frequency design, developed the Wireless Master Plan in partnership with the County and City to encourage deployment of a robust wireless network throughout the County with minimal visual impact to the landscape.

The Wireless Master Plan includes:

- A brief tutorial on wireless fundamentals;
- An analysis of existing wireless infrastructure throughout the study area;
- An overview on the methodology of network deployment practices;
- A synopsis of the considered characteristics of the study area;
- Theoretical propagation mapping indicating gaps in service;
- Ten year projection maps for potential future network deployment patterns; and
- Policy recommendations aligned with federal and state law amendments for managing future towers and base stations over the next ten to fifteen years.

WIRELESS COMMUNICATION FUNDAMENTALS

Generation Evolution

The **First Generation** of wireless telecommunications technology is known as 1G and was introduced in the 1980's. The first cellular phones operated in the low band 850 megahertz (MHz) frequency and allowed the radio signal from the antenna on the tower to travel beyond a five mile radius provided the signal was unobstructed by buildings or terrain.

Early 1992 marked the deployment of **Second Generation** known as 2G technologies which operated in the 1900 MHz frequency. The 1900 MHz frequency, also known as high band frequency, converted the technology from an analog to digital signal. Calls placed on the 1900 MHz system were audibly clearer. However, this high band signal did not travel as far as the low band signal, so the number of facilities required for this frequency range nearly tripled to provide basic 2G coverage.

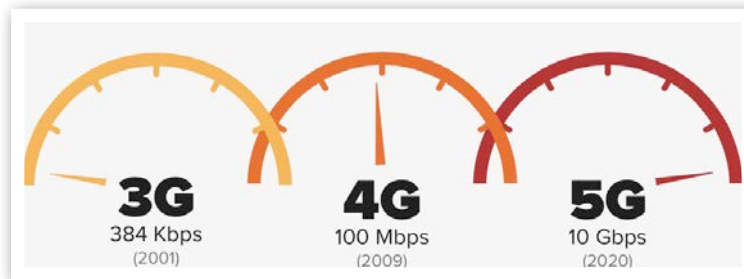
Third Generation, also known as 3G was launched in the early 2000's and introduced mobile download speeds and increased penetration of signal strength for indoor usage. This technology also permitted multi-media messaging (MMS), photo transfer, video conferencing and basic other applications. Network operating platforms, nationally and internationally, were inconsistent between markets during the implementation of 3G networks because of the adoption by different carriers of Time Division Multiple Access (TDMA) and Code Division Multiple Access (CDMA) as competing operating platforms.

In 2010 **Fourth Generation** (4G) Smartphones were introduced and offer a wide variety of services including e-mail, news, music, cameras for still photos and videos, global positioning services, Internet commerce and millions of downloadable applications for just about any use. One of 4G's greatest advancements of the global cellular network operating standard has been the transition to Long Term Evolution (LTE) services. The new universal LTE and LTE-Advanced platforms promote efficient use of spectrum, faster download speeds and continued development and use of smart devices. Technology advancements in 2015 resulted in upgraded, leading edge Smartphones and devices that support remote access to Internet based cloud data storage.

The future of the wireless industry will include continued upgrades to existing networks; improving and increasing network capacity and purchasing additional licenses in the 700, 1700-1800, and 2100-2400 MHz frequencies. The Federal Communications Commission (FCC) is opening more spectrum to be used on top of most of the initial frequencies assigned in all previous generations.

Fifth Generation known as 5G along with the future reassignment of some television frequencies will add more spectrum that is required to meet the growing demand.

The purpose of **Wireless Broadband** technology is to provide high-speed wireless Internet access or computer networking access over a wide area. The FCC revised the definition of wireless broadband to mean Internet access with download speeds of at least 25 megabits per second (Mbps) and upload speeds of at least 3 Mbps. High-speed broadband is necessary for Smartphones, tablets, laptops, hand held devices and machine to machine (M2M) devices. Because of this revised standard there are few wireless service providers that effectively meet the current definition. Fifth generation technology is intended to address this issue and offer high speed broadband. Future deployments will eventually exceed the FCC definition and focus on implementation into full broadband services.



Network design for 5G technology is in testing stages and network standards are not finalized but will expand with a focus on implementing full broadband services. It is anticipated that 5G will open opportunities for

providers beyond those currently authorized in the County. The implementation of 5G is highly technical and while many existing frequencies will be used, providers will likely expand into the Super High Frequencies (SHF) between 3 gigahertz (GHz) to 30 GHz and Extremely High Frequencies (EHF), between 30 GHz and 300 GHz spectrum. Fifth generation networks will require smaller sized antenna mounted at lower heights on facilities spaced closer together. The spacing between facilities is predicted to be between 165 feet to 1,650 feet depending on the population density of the area to be served. Fifth generation networks are expected to sufficiently compete directly with today's fastest computer networks with download speeds well above 100 Mbps. The advanced technologies will allow all forms of communications and entertainment to be streamed, resulting in the eventual elimination of Digital Subscriber Lines (DSL) and cable/satellite television and will provide the underlying communication technology that will enable many wireless features including autonomous vehicles.

Types of Infrastructure

Macro Towers

As defined in the FCC Report and Order, released October 21, 2014 in WT Docket 13-283, commonly referred to as the FCC's "Report and Order", a wireless tower is "a structure built for the sole or primary purpose of supporting any commission licensed or authorized antennas and their associated facilities". **Macro Towers** are high powered sites intended to cover sizable geographic areas for basic voice service, texting capabilities and Internet access. These macro towers require a strong structure and have large antenna with coaxial

cables connecting the antenna to the ground equipment. The macrocell site footprint is large with infrastructure spaced between one and three miles apart and can accommodate between 1,750 and 2,500 devices simultaneously for voice and texting. When large amounts of data such as streaming video is being used many less devices can be used simultaneously. Macro towers can either be concealed or non-concealed and comprise the majority of the towers deployed and constructed to date within the County.

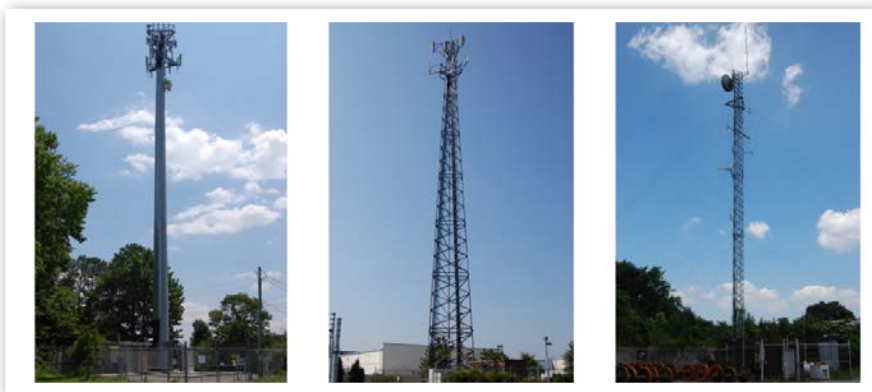


Figure 1: Monopole, Lattice, Guyed Non-Concealed Towers

Monopoles are freestanding towers consisting of a single shaft usually composed of two or more hollow sections attached to a foundation. They are designed so that all feed lines can be installed inside the structure so they are not visible. A

lattice tower is tapered consisting of vertical and horizontal supports with multiple legs, cross bracing and metal strips or bars to support antennas. Guyed towers are a single truss assembly with cross bracing sections that are attached to each other and supported by a series of wires that are connected to anchors placed in the ground or on a building. Examples of non-concealed towers are shown in Figure 1.

A concealed tower is one that is not readily identifiable as a wireless facility and is designed to visually blend in with its surroundings. Concealed towers are disguised to look like something other than a tower. For example, a



Figure 2: Faux Tree, Unipole, Faux Silo Concealed Towers

faux tree is painted and has manufactured branches covering the monopole and a unipole design is a monopole with fiberglass shields covering the antennas which may or may not have a flag affixed atop. Popular concealed tower examples are shown in Figure 2.

There are many other designs of camouflaged sites and as designed may be difficult to detect.

Base Stations

A **Base Station** as defined in the FCC Report and Order is, "a structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower..."



Figure 3: Water Tank, Rooftops Non-Concealed Base Stations

Base station examples include transmission equipment mounted on top of buildings, water tanks, tall signage, utility lines, existing silos or any other above ground structure not built for the sole purpose of supporting wireless equipment. Concealed



Figure 4: Faux Dormers Concealed Base Stations

base stations are shown in Figure 4. Some types of base station concealment include faux dormers and chimneys, elevator shafts encasing the equipment or just antenna and feed lines painted to match the color of a building or structure.

Small Wireless Facilities

There are various types of infrastructure that is considered in the small cell category with many options for small cell design. **Small Cell** sites accommodate a much lower number of subscribers and are mainly used to fill in needed



Figure 5: Concealed Small Cell Towers

network capacity in areas of high demand. Small wireless facilities are typically installed in right-of-ways on light poles and street lights and in residential areas where macro sites are

difficult to deploy. Small cell are also mounted on buildings and used indoors at sporting stadiums, malls, office buildings and convention centers.

The ground equipment consumes less space and can be mounted on the structure, on the ground or vaulted underground.



Figure 6: Non-Concealed Small Cell Base Stations

Small cell towers and base stations can be concealed, partially concealed or non-concealed as shown in Figures 5 and 6.

In Florida to be considered a small wireless facility the structure must meet both of the following qualifications:

1. Each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of exposed antenna elements, if enclosed could fit within an enclosure of no more than six (6) cubic feet; and
2. All other wireless equipment associated with the facility has a cumulative volume of no more than twenty-eight (28) cubic feet.

Distributed Antenna Systems (DAS) are also considered in the small cell category. This system is a series of low powered antennas connected by fiber optics and often used in higher density populated areas, see Figure 7 DAS diagram. Distributed antenna systems may be placed inside buildings (iDAS) for increasing wireless signals only within the building. Often they are placed within large structures such as stadiums or corporate headquarters where high demand capacity is needed. Outdoor distributed antennas systems (oDAS) can often be seen in the utility right-of-way (ROW) on top of utility poles, street light poles or traffic signal poles.

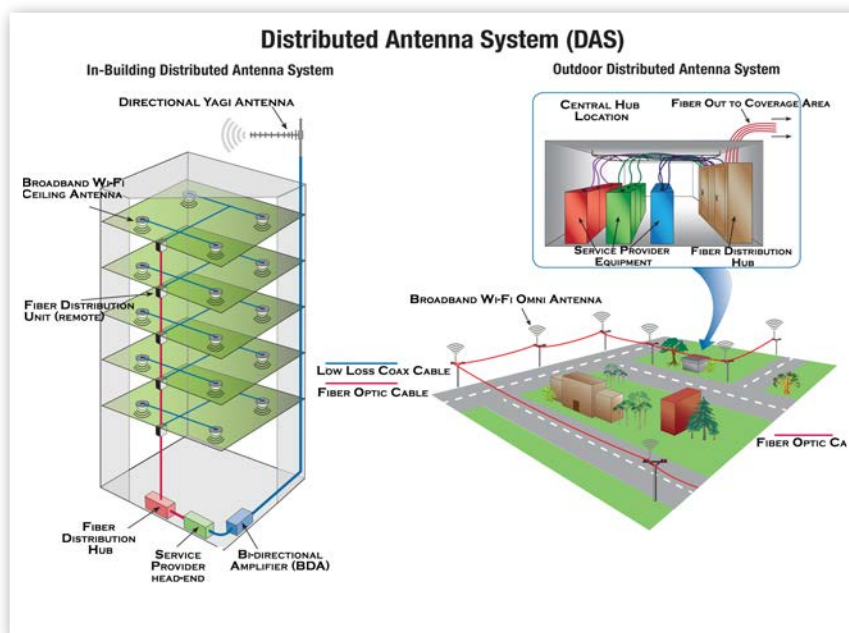


Figure 7: DAS Diagram

Technological advances and predicted demand have many small cell infrastructure developers racing to obtain leasing rights and approvals for facilities in right-of-ways. These companies are seeking quick approval processes and low cost for deployment. There are pros and cons to these types of installations. The upside of small cells in the ROW is its close proximity to residential dwellings and vehicles. The downside is that citizens may not want new small cell facilities in the ROW in their front yard. A combination of small cell and macro sites is necessary for a robust wireless network system throughout the County.

Wireless Spectrum and Frequency

Wireless telecommunications operate using frequencies on the radio spectrum as illustrated in Figure 8.

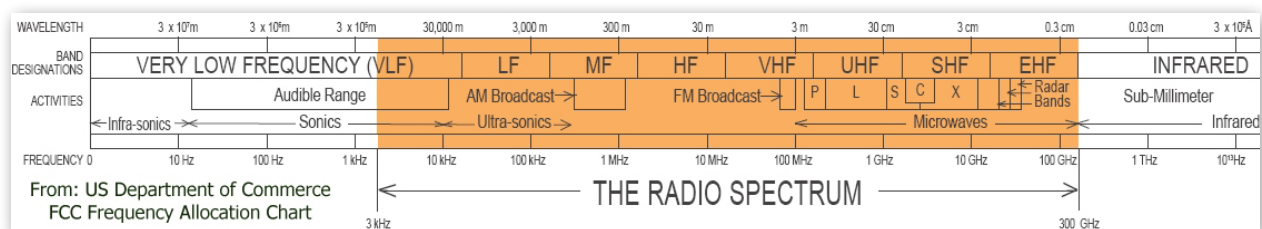


Figure 8: FCC Frequency Allocation Chart Image US Department of Commerce

These radio waves travel in space to and from the tower or base station to the mobile device to provide the necessary information for communication. The antennas at each end of the transmission are what create and intercept these radio waves and converted back to electrical signals as shown in Figure 9.

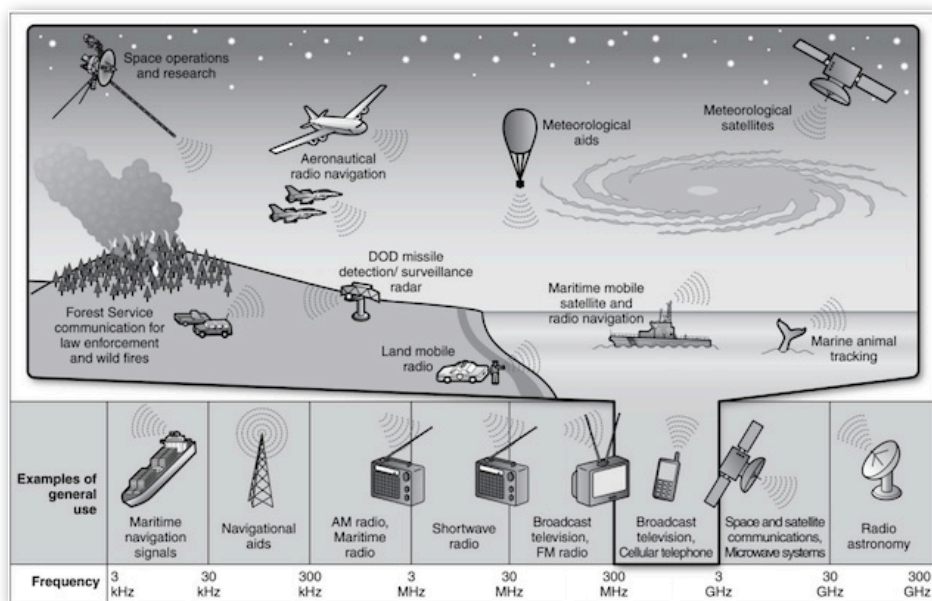


Figure 9: Radio Waves Diagram by Satcompost.com

Cellular communications is the concept of using a network of towers or base stations that are each responsible for service within a geographic "cell". Because the amount of radio spectrum is limited, it is the cellular design that allows the reuse of frequencies beyond a group of cells as depicted in **Figure 10**.

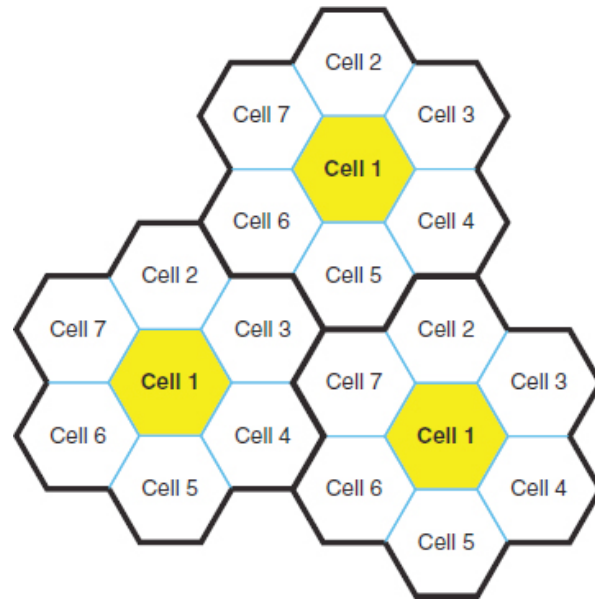


Figure 10: Cellular Design nap.edu

Personal wireless services currently use radio spectrum divided into two distinct bands, commonly described as low (700-850 MHz) and high (1,700-2,100 MHz). The different frequencies yield different overall areas of coverage and clutter penetration. Signals from antenna using low frequency networks cover larger geographic areas and can effectively penetrate through clutter better, allowing the signal to enter through windows and walls of buildings. Antenna using high frequency networks provide greater reception quality but have a smaller service area footprint and do not cut through clutter as effectively. As the demand for wireless broadband increases the FCC has had to allocate more spectrum in even branch out into other frequencies. The planned future evolution to 5G has initiated testing for these new frequencies that were previously thought to be unusable for cellular communications.

COMMUNITY INFORMATION

Nassau County Characteristics

Nassau County is located in the northeast corner of Florida just north of the City of Jacksonville. The overall land area of Nassau County is 648.64 square miles with the eastern part of the County parallel to the Atlantic Ocean and the northern and western County lines contiguous to the State of Georgia.

The major north-south transportation corridors are Interstate 95 (I-95); US Highway 1 (Hwy 1)/ Old Dixie Highway/Lem Turner Road and US Highway 17 (Hwy 17). The primary east-west corridor is State Road 200 (SR 200) and Stadler Road. At the coast Florida State Road A1A (SR A1A) turns and serves as the north-south main corridor along the island area.

According to the United States Census Quick Facts, the population estimate for Nassau County in 2010 was 73,310 and the 2016 population estimate was 80,662. This equates to an estimated population increase of ten percent (10%) over the six year period.

Due to the significant contrast of population and land use characteristics countywide, the County is sectioned into five regions. These five regions are referenced as study areas and are delineated as listed below and as shown in **Figure 11**.

-  Incorporated Island Area - the City of Fernandina Beach
-  Unincorporated Island - areas outside of the City of Fernandina Beach corporate limits
-  Incorporated Non-Island Area
-  Unincorporated Non-Island Area - East of I-95
-  Unincorporated Non-Island Area - West of I-95



Nassau County Study Areas

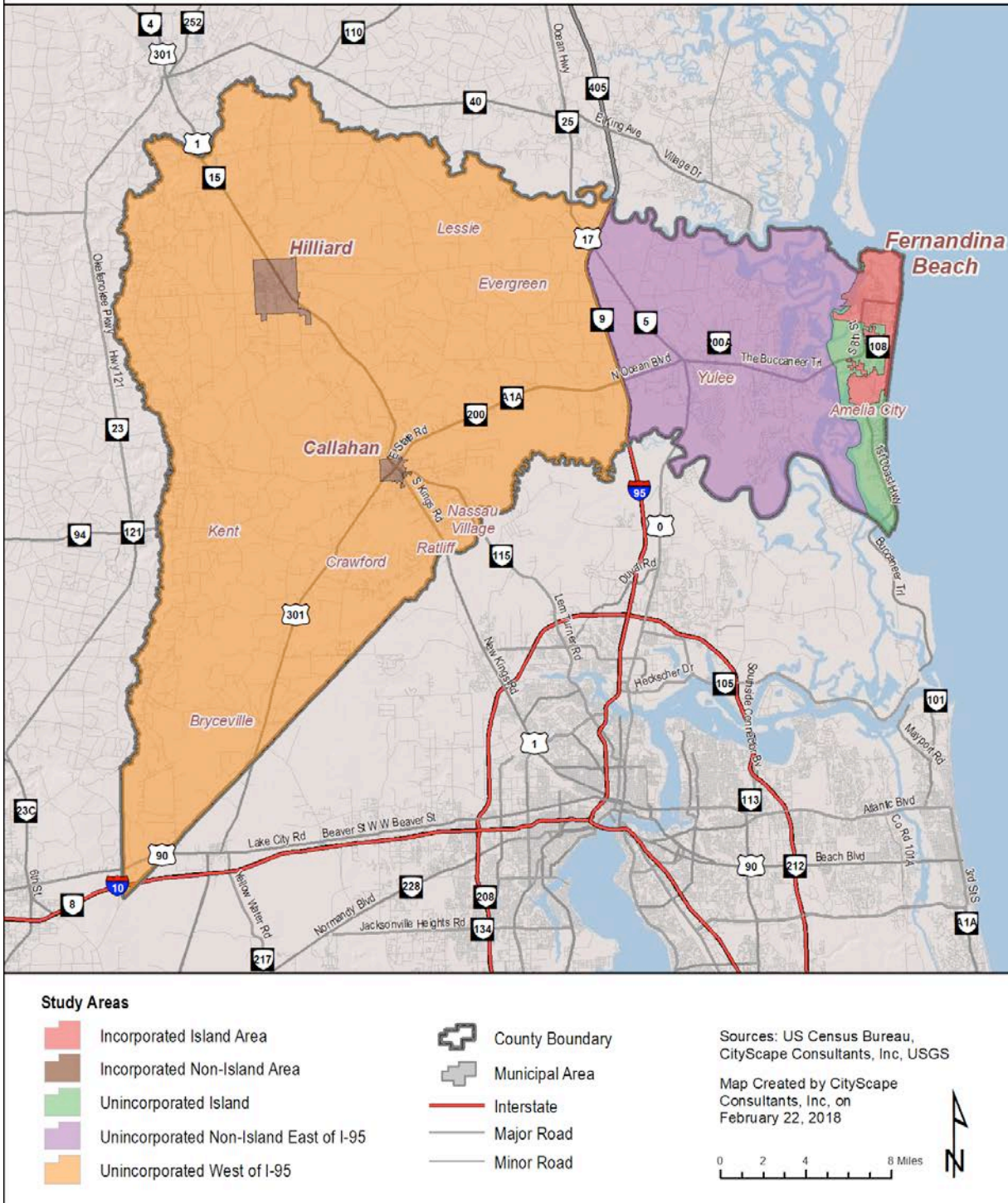


Figure 11: Nassau County Study Areas

The City of Fernandina Beach and the unincorporated area of Amelia City are the most densely populated areas within Nassau County. Other clusters of the more densely populated areas are found in the City of Yulee and to the east in the City of Callahan and to the south in the City of Hilliard and to the south and southeast. The remaining areas of the County have lower population densities.

Nassau County does not have current population estimates so the American Community Survey (ACS) of the US Census data was used as an approximate baseline population for each study area as depicted in [Table 1](#). The land area in square miles excludes bodies of water and marshlands while the total square miles include these areas.

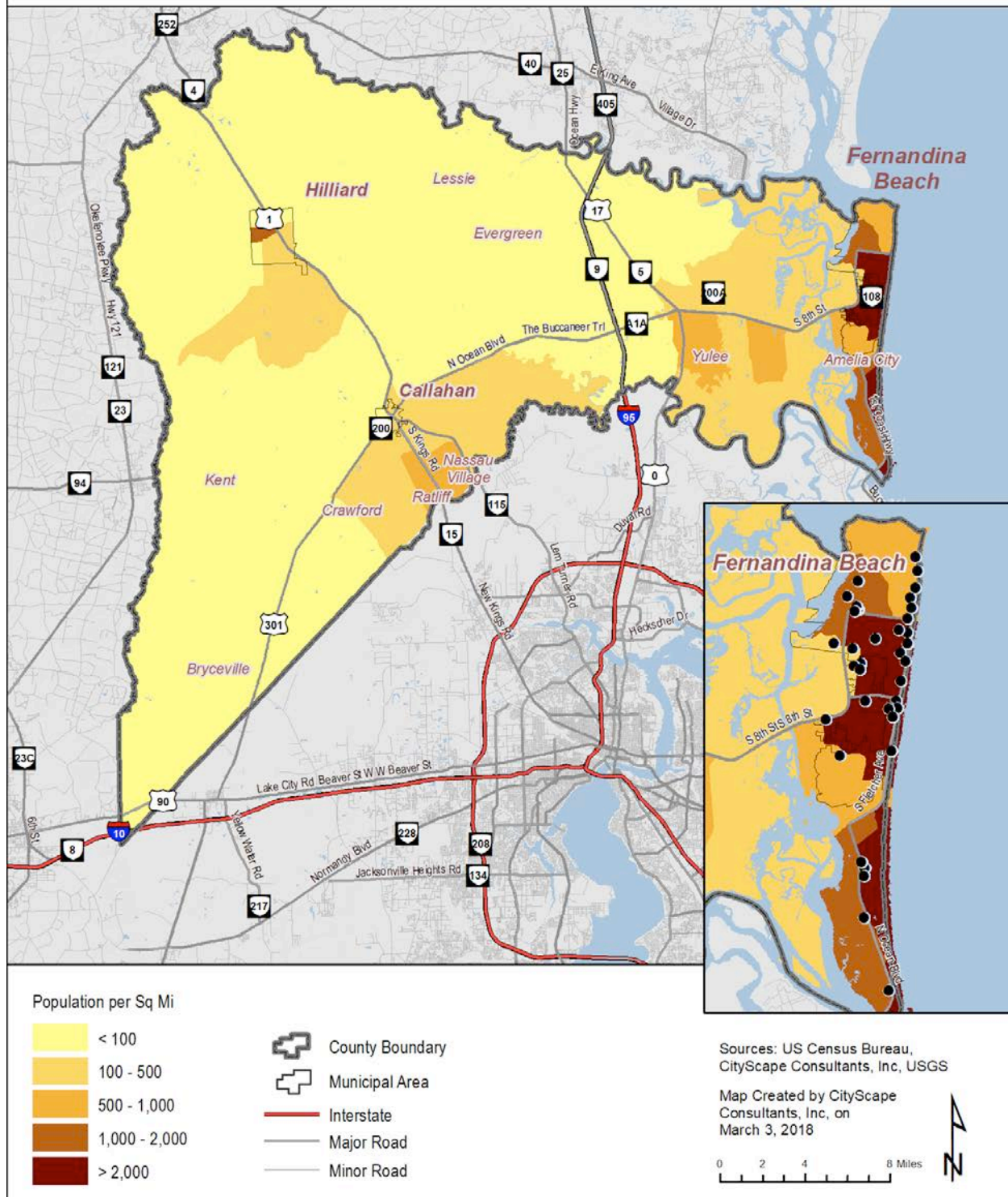
	Study Areas	Land Area Square Miles	Total Square Miles	Population	Population Density People/ Square Miles
	Incorporated Island Area	10.8	12.23	12,156	1,126
	Unincorporated Island	8.57	15.01	9,417	1,099
	Incorporated Non-Island Area	6.43	6.89	4,334	674
	Unincorporated Non-Island Area East of I-95	69.11	124.34	25,929	375
	Unincorporated Non-Island Area West of I-95	430.12	505.27	24,259	56

Table 1: Baseline Population by Study Areas

CityScape used road traffic data to determine the seasonal impact on the County's population along with the seasonal vacation home data from the 2010 Decennial to geographically distribute the influx of seasonal residents and tourists. Generally the County has the lowest population in late December that gradually builds and peaks during the month of May. The summer months of June and July also have population escalations due to tourists vacationing at Nassau County beaches. In August the seasonal population declines and plateaus to the off peak numbers until around Thanksgiving through late December.

[Figures 12 and Figure 13](#) demonstrate the population density variations between the peak and off peak times throughout the County.

Nassau County Population Density by Block Group Peak Summer Season



Nassau County Population Density by Block Group Off Peak Winter Season

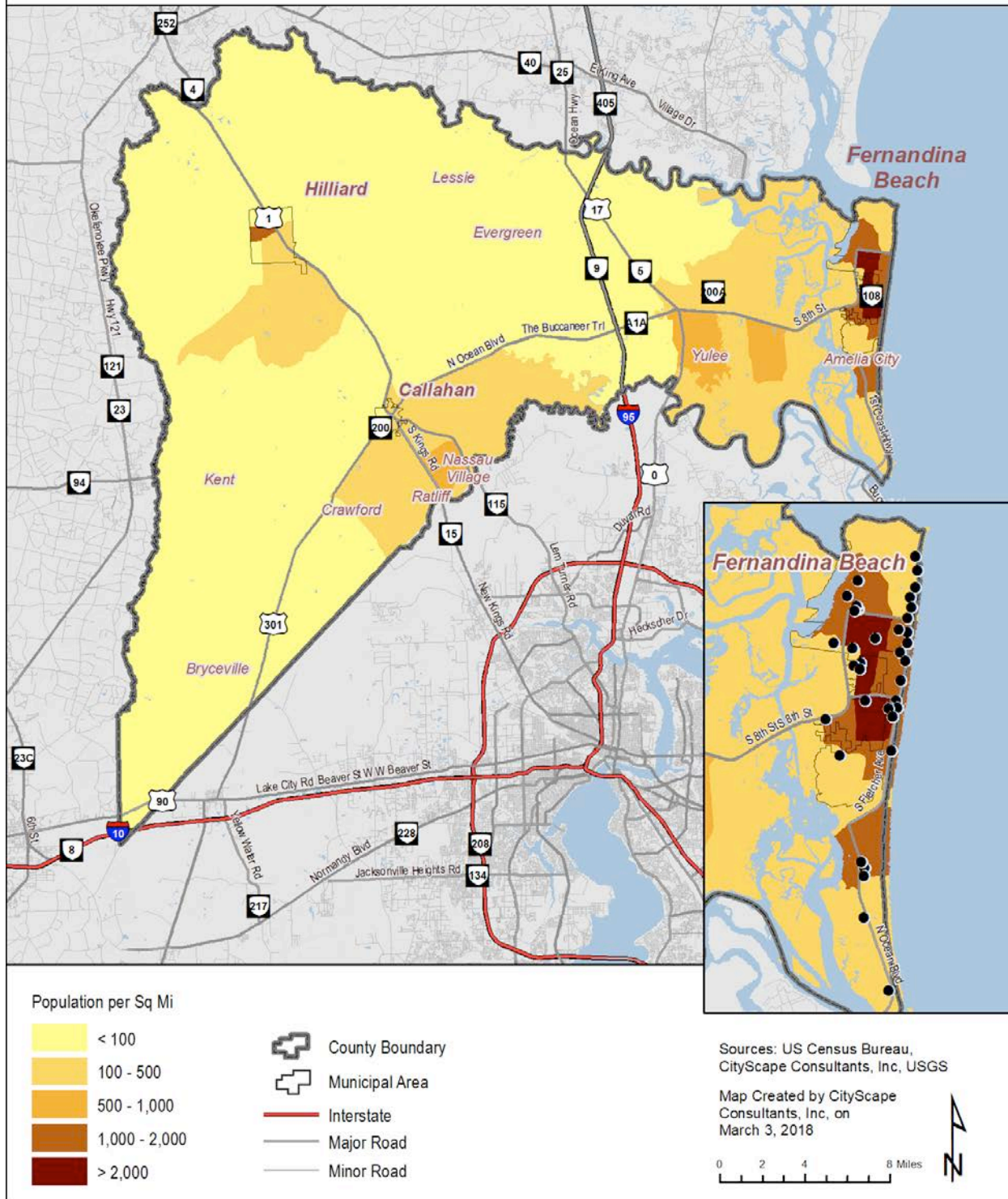


Figure 13: Nassau County Population Density Off Season

Nassau County Wireless Industry Stakeholders

Prior to granting cellular licenses in 1980, the United States was divided into 51 regions by Rand McNally and Company. These regions are described as Metropolitan Trading Areas (MTA). The spectrum auction conducted by the federal government for the 1900 MHz bands for 2G, further divided the United States into 493 geographic areas called Basic Trading Areas (BTA). Nassau County is located in the "Jacksonville" MTA 37 and the "Jacksonville, FL" BTA 212.

The following wireless service providers have purchased licenses to offer broadband, fixed wireless services, mobile radio, phone and or television in the low MHz frequencies (600-800 MHz) in Nassau County: AT&T; BPC Spectrum LLC, Continuum 700, Dish; and; Verizon Wireless.

Wireless service providers operating in the high operating frequencies (1700- 2690 MHz) include: AT&T Wireless; Clearwire; MetroPCS Communications, Inc.; Sprint; T-Mobile; and Verizon Wireless.

Most network service providers do not own the structures on which they attach their equipment. Tower owner companies typically construct and market tower space for lease to wireless service providers. A service provider may also contract with a tower owner to construct a tower in a particular location and once the facility is constructed, the service provider will lease back space on the newly constructed tower.

There are several tower companies within the County who own and lease vertical real estate including but not limited to: Affinity LLC, American Tower Corporation (ATC); CTI; Crown Castle International (CCI); Insite; JEA; NexTower; SBA Communications Corporation; Skyway Towers; Vertical Bridge and a variety of public agencies and broadcast companies.

Nassau County Wireless Inventory

The wireless inventory is created from the data retrieved through CityScape's assessment process. The assessment process includes an extensive online research and collection of assessment data from numerous sources, including but not limited to, County wireless



infrastructure permits, FCC registration and wireless service provider and tower owner direct information. Using the collected assessment data, CityScape prepared mapping using GIS shape files provided by the County. CityScape assessed each individual site by visiting each location and acquiring all available information about the facilities including ownership, tenants, type of structure, condition of site, signage, etc. All information was assembled into a data table to create the wireless inventory.

The inventory catalog is used as the baseline for current, and future deployment patterns.

CityScape assessed a total of one hundred and one (101) towers and base stations countywide. These antenna sites are documented in the Inventory Catalog provided in Appendix A. There are a total of ninety-eight (98) numbered sites in the inventory because one site contains multiple towers and two facilities were identified after the completion of the assessments and were given a numeric and alphabetical identification. The summary of the infrastructure types, owners and heights are shown in [Table 2](#).

LOCATION	INFRASTRUCTURE TYPE	#	INFRASTRUCTURE OWNER	#	INFRASTRUCTURE HEIGHT	#
Outside ROW	Guyed Tower	15	Affiniti, LLC	12	30' - 40'	17
Outside ROW	Lattice Tower	35	American Tower Corporation	16	60' - 105'	9
Outside ROW	Monopole Tower	12	Crown Castle International	36	118' - 153'	21
Outside ROW	Concrete Tower	13	SBA	7	160' - 199'	13
Outside ROW	Base Station	5	CTI, JEA, NexTower, Skyway (2 towers each)	8	200' - 250'	12
Outside ROW	Concealed Towers	3	Public	5	310' - 400'	5
Inside ROW	Non-Concealed Small Cell Towers	14	Other	2	253' - 300'	16
Inside ROW	Concealed Small Cell Towers	2	Not Built	3	420' - 500'	3
Proposed	Approved But Not Constructed	2	Unknown	3	Unknown	3
	TOTAL	101	TOTAL	101	TOTAL	101

[Table 2: Nassau County Infrastructure Type, Owner and Height](#)

The current wireless deployment pattern throughout Nassau County is predominately in and around the population centers and along the major traffic corridors. The rural areas have minimal wireless infrastructure. The majority of the towers are non-concealed macro sites with the only concealed towers in the Island areas of the County.

There are sixteen (16) small cell wireless facilities that have recently been installed within the City of Fernandina Beach. The northern portion of this network is north of Atlantic Avenue and runs parallel to Fletcher and Tarpon Avenues. The southern portion of the network is south of Atlantic Avenue with facilities on side streets that are perpendicular to Fletcher Avenue. All of these small wireless facilities are maintained within the City right-of-ways.

There are a number of geographic areas with an abundance of towers. In the vicinity of the intersection of SR 200, SR A1A and I-95 there are five lattice towers, site numbers 44,45, 46, 47 and 48 ranging in heights from two hundred twenty nine feet (229') to three hundred three feet (303'). The tower at site number 46 is possibly in the Florida Department of Transportation right-of-way and the other four towers are within a mile of each other. This type of deployment pattern is typical when land use development standards do not strongly

promote collocation or the new tower application and review process is favorable to new tower construction.

The lack of continuous infrastructure parallel to I-95 and along SR 15 and SR 115, south of Callahan, is unusual since most wireless service providers tend to have continuous in-vehicle coverage along major transportation corridors. The population densities south of Callahan and around Amelia Island justify the need for additional wireless infrastructure, as does the rural areas of the County that contain no existing towers or base stations. The Nassau County complete map of the tower and base station inventory is shown in [Figure 14](#).



Nassau County Tower and Base Station Inventory

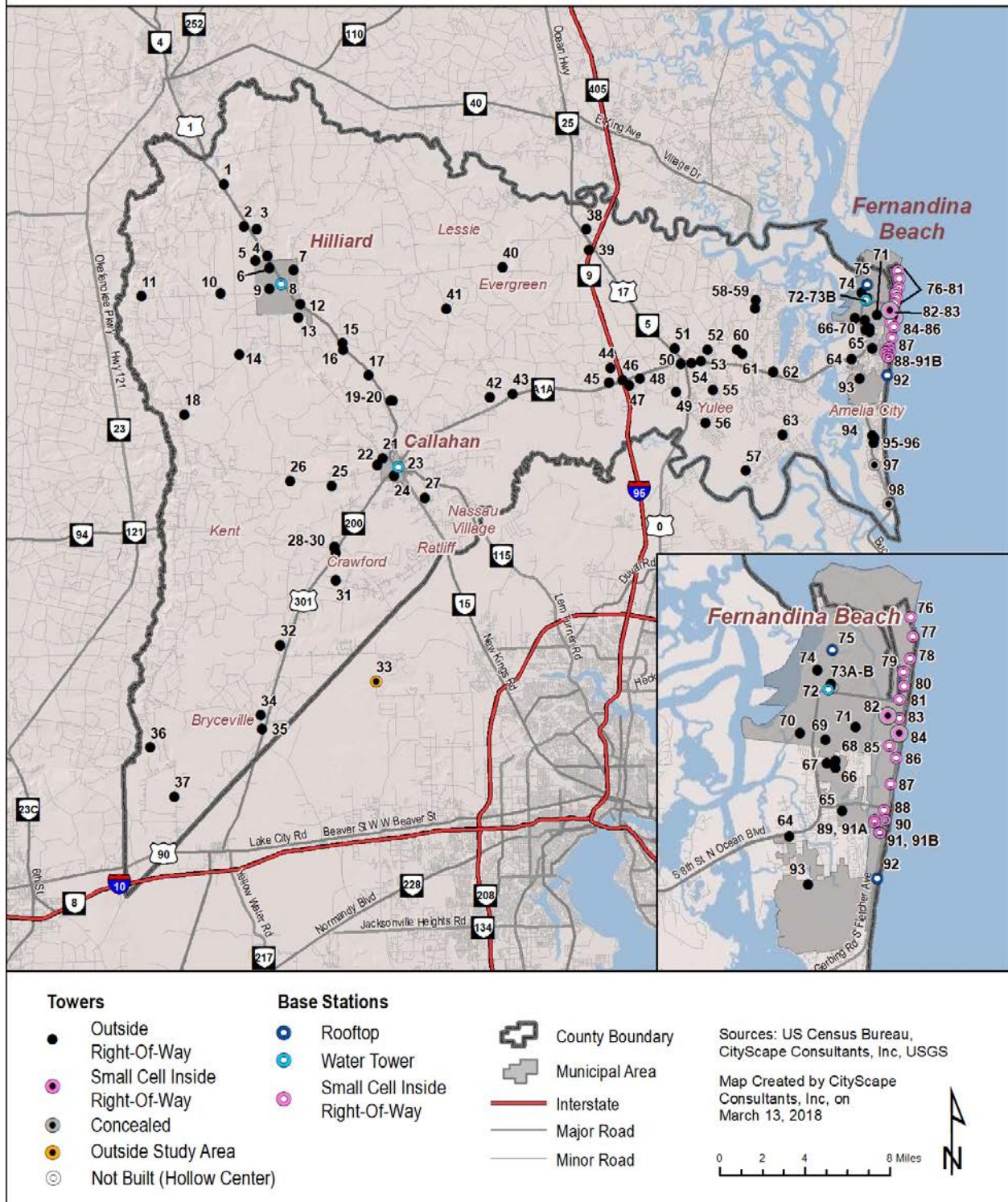


Figure 14: Nassau County Tower and Base Station Inventory

City of Fernandina Beach

The City of Fernandina Beach, also referenced as the Incorporated Island Study Area, is approximately 11.13 square miles in size and according to the 2016 US Census Quick Facts has an estimated population of 12,459. Thirty-five (35) wireless communication facilities are identified within the City's jurisdictional boundary and one (1) is located south of the City within the included one and a half mile study perimeter. A summary of the infrastructure types, heights and owners are shown in Table 3 while Figure 15 shows the location of the tower and base station inventory within the study area.

Most of the wireless infrastructure is either in the right-of-way along the ocean shoreline or in the western part of the City. Large voids of wireless infrastructure are found north of Atlantic Avenue and south of Sadler Road. Four of the tallest towers have more than one wireless tenant on the tower; four have only one tenant; and four have no tenants. Maximizing the use of these existing structures going forward will help reduce the number of new macro towers needed inside the City's jurisdictional boundary.

LOCATION	INFRASTRUCTURE TYPE	#	INFRASTRUCTURE OWNER	#	INFRASTRUCTURE HEIGHT	#
Outside ROW	Guyed Tower	2	Affiniti, LLC	4	30' - 40'	15
Outside ROW	Lattice Tower	3	American Tower Corporation	15	60' - 105'	3
Outside ROW	Monopole Tower	4	Crown Castle International	6	118' - 153'	5
Outside ROW	Concrete Tower	4	Insite	1	160' - 199'	5
Outside ROW	Base Station	3	SBA	2	=230'	1
Outside ROW	Concealed Tower	1	Unknown	4	Unknown	3
Inside ROW	Small Cell Facilities	15	Proposed	3	Proposed	3
Inside ROW	Proposed Small Cell Facilities	3				
	TOTAL	35	TOTAL	35	TOTAL	35

Table 3: City of Fernandina Beach Infrastructure Type, Owner and Height

Fernandina Beach Tower and Base Station Inventory

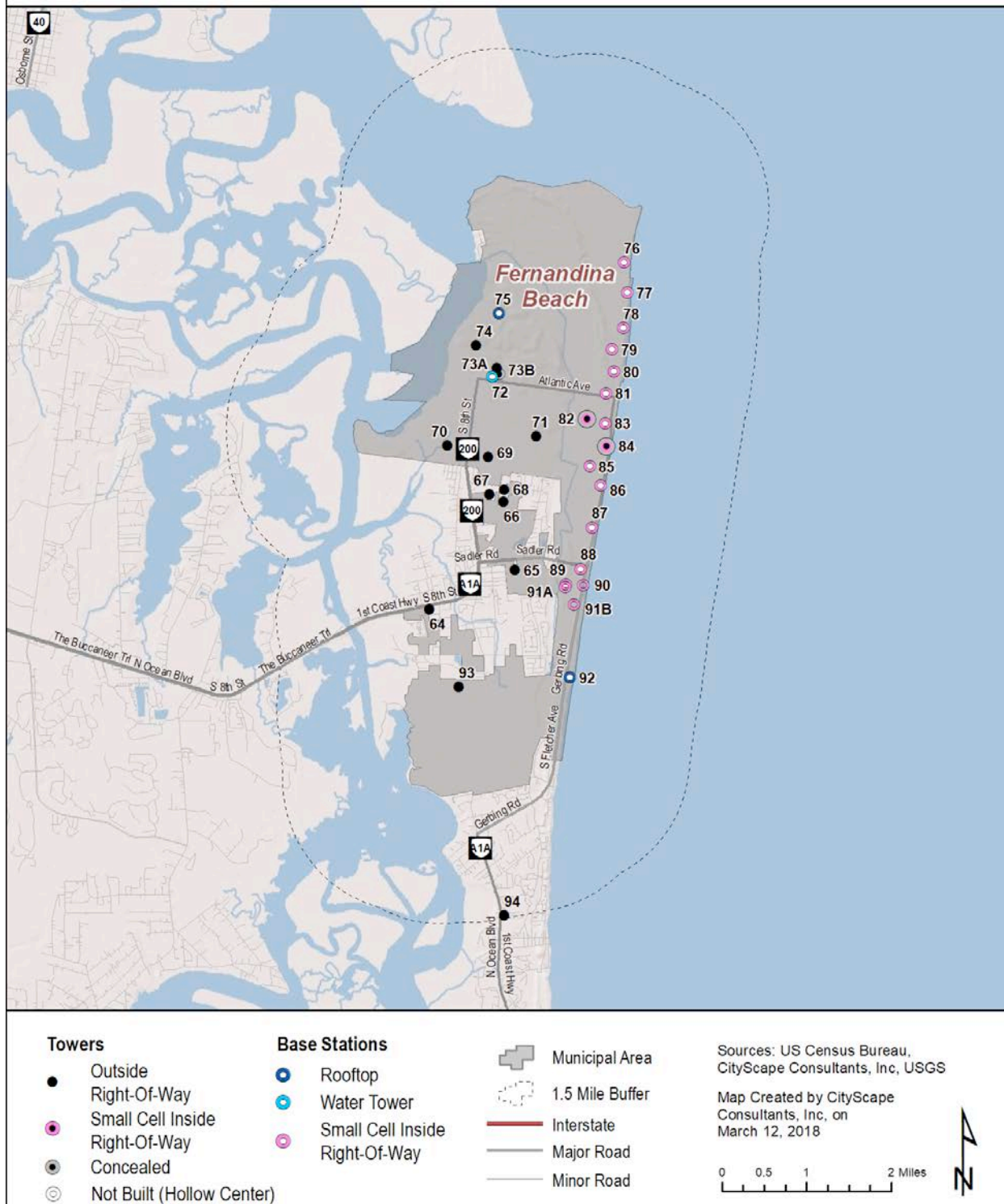


Figure 15: Nassau County Tower and Base Station Inventory

WIRELESS INFRASTRUCTURE ANALYSIS

Wireless Network Planning

As previously explained, wireless service providers utilize radio spectrum to provide service through a network of towers or base stations. Ideally, the service should be seamless, however seamless coverage can only occur when a provider's facilities are properly placed. It is understandably not possible to populate the entire earth with towers and base stations, so as subscriber needs are addressed, a new site or sites are commissioned. Many times, the number of subscribers within a particular cell can exceed the limits creating an overload of that cell, therefore additional infrastructure is needed to break up the cell to make it smaller to accommodate the high demand of less subscribers.

There are many complex variables which affect network planning, including:

- Effective Antenna Height and Topography
- Impact of Ground Clutter
- Capacity and Peak Subscriber Usage and Bandwidth
- Search Area Radii

Antenna Height, Topography and Ground Clutter

Ground elevation and antenna heights play a significant role in the engineering analysis for estimating future projections. Typically the higher the antenna the larger the geographic area serviced by the wireless signal. However, terrain and ground elevation needs to be factored in to the equation of antenna height. For example, a set of antennas mounted on a tower at two hundred feet (200') could provide less coverage than antennas mounted at one hundred feet (100') on a different tower if the latter tower is located on a hill that would effectively raise the antennas above their surroundings. Nassau County is relatively flat and in the western part of the County higher antenna mounting elevations is necessary due to the lower ground elevation. These higher antenna elevations allow for a larger area to be covered. Nassau County has minimal variations in topography which allows for a clearer line-of-sight signal.

An unobstructed line-of-sight pathway between elevated antennas and wireless devices is ideal for optimal performance. However, in actuality many natural and manmade obstructions are within a signal's path. In addition to topography, ground clutter such as trees, vegetation and buildings are typical obstructions affecting the signal. Ground clutter is an important consideration in the network analysis and many factors are contemplated when determining the actual impact of clutter. Tree density, types of trees and seasonal changes are just a few of those factors. Although Nassau County has limited seasonal changes, the rainy season is taken into consideration. Also contemplated in the analysis are the density of buildings and the effective height of the antenna. Higher antenna height in relationship to the user's device will reduce the impact of clutter. From a wireless engineering perspective, the antenna height

is the primary factor for best overall wireless service, both in providing coverage and minimizing clutter effect. To demonstrate the clutter effect, a wireless facility operating across open water will provide better coverage than that of the same type of facility located in a downtown setting with tall buildings.

Capacity, Peak Subscriber Usage and Bandwidth

Base population estimates and subscriber data are used for wireless network planning. Engineers use this information to determine if additional infrastructure is needed in a prescribed area. While there are generic planning tools for locating sites, other factors such as subscriber density, usage profiles, peak subscriber usage and available antenna heights each contribute to the required distance spacing between each facility. As a rule of thumb, each site is estimated to facilitate the usage of approximately 1,750 to 2,500 separate devices at any given time. This number varies depending on the amount of bandwidth being used due to the activities of each device (i.e. talk, text, streaming, etc.). As the bandwidth usage increases, each antenna site will reach capacity and need to decrease its geographic footprint to service a smaller number of subscribers to avoid overloading the network. Over the next ten years as 5G technologies are developed, one macro site will service significantly less devices. That estimated number of devices is predicted to be between only 500 and 1,200 separate devices at any given time. This prediction is based on the ever-increasing customer demand and usage of wireless devices. Because the number of subscribers will be lower per site, Nassau County can expect to see an increase in the number of macro sites. The number of small cell sites will also increase and take some of the load off of the larger macro facilities. Small cell deployment is underway with the small wireless facility network currently in the Incorporated Island Study Area. This type of deployment will continue in order to keep up with the demand for wireless services throughout the rest of the County over the next ten years.

Search Rings For Proposed Coverage Areas

When a wireless service provider identifies an area needed for improved service a radio frequency (RF) engineer designs a search ring. The search ring is designated to either fill in a gap of service or to provide relief for over capacity networks within that designated ring. From an engineering perspective, any location within the search ring is considered acceptable for the new infrastructure. The location of the selected property relative to the ideal location within the search ring typically dictates the required antenna height taking into consideration the previously described variables.

Generally, in areas where signal coverage is the objective, taller macro towers are preferred to allow for greater antennas heights to serve a larger geographic coverage area. Taller towers also provide collocation opportunities for other wireless service providers. The shorter the facility, the smaller the coverage area of the facility, which then results in a greater number of towers or base stations required within each search area.

Search Area Radii for Macro Sites

Search ring calculations for the low and high band frequencies are shown in [Tables 4 and 5](#). The tables utilize the “Okumura-Hata” propagation path loss formula for low band frequencies and the “COST-231” formula for high band frequencies, respectively. Maximum coverage radii for typical in-vehicle coverage is calculated for various tower heights, reduced by twenty percent (20%) to account for a reasonable handoff zone, then divided by four to obtain a search area radius for each tower height. For example, an antenna mounted at one hundred feet (100') would have a search ring radius of 0.72 miles for low band antennas, and a 0.36-mile radius for high band antenna.

LOW FREQUENCY ANTENNA MOUNTING HEIGHT	50'	100'	150'	200'
Radius, miles	2.5	3.6	4.4	5.0
Allow for handoff	2.0	2.9	3.5	4.0
Search ring, miles	0.51	0.72	0.88	1.00

Table 4: Okumura-Hata Propagation Low Band Frequency Formula

HIGH FREQUENCY ANTENNA MOUNTING HEIGHT	50'	100'	150'	200'
Radius, miles	1.3	1.8	2.1	2.5
Allow for handoff	1.1	1.5	1.7	2.0
Search ring, miles	0.27	0.36	0.43	0.5

Table 5: COST-231 Propagation High Band Frequency Formula

Site Planning Analysis

Theoretical Root Mean Square Maps

CityScape provides a series of maps to illustrate the number of antenna locations that would be necessary to provide wireless coverage across the geographic study area. Theoretical Root Mean Square (RMS) maps represent facilities with a connected pattern of overlapping circles that illustrate the coverage area for a tower or base station, without consideration of terrain, clutter, subscriber base or network capacity. A wireless device trying to communicate with another device or with the Internet must be within this network coverage area. Wireless devices outside the coverage area will not function reliably. To design the wireless network, RF engineers overlay circular cells over the geographic area intended for wireless service. The center dot in the middle of the smaller circle is the preferred location for a facility to serve an intended coverage area, while the outer circles represent the overall coverage area. The smaller circle within each larger circle is called the search area and is considered to be the best location for new infrastructure. In reality, site patterns are not exactly circular because topography, clutter, climate, type of site being constructed and the size and location of the subscriber base.

These maps are used to indicate the number of antenna locations necessary to provide wireless service for a given geographic study area. This hypothetical network identifies the minimum number of tower or base station locations required for one service provider to provide service.

CityScape reviewed the existing tower and base station inventory and applicable height regulations for the County and City determining the average tower height for wireless communications purposes to be approximately eighty feet (80') in the urban areas of the City and County and one hundred fifty feet (150') in the suburban and rural areas of the County.

Figures 16 through 19 represent a hypothetical theoretical build-out of equally apportioned antennas mounted at a height of either eighty feet (80') or one hundred fifty feet (150') for a single service provider excluding topographic, clutter and population density considerations.

The dots on the maps indicate ideal antenna locations. The smaller circle around each dot represents the acceptable search ring for locating the antennas and the overall green shaded circle around each dot and search ring is representative of the coverage area of the antenna.

Figure 16 illustrates that thirty eight (38) antenna locations all mounted at either eighty feet (80') or one hundred fifty feet (150') would be needed for complete countywide coverage by a low frequency service provider; and Figure 17 shows it would take one hundred and three (103) locations to cover the same area for a high frequency coverage provider.

Inside the City of Fernandina Beach limits it will take two (2) antennas mounted at eighty feet (80') in the low frequency spectrum and eight (8) in the high frequency spectrum as shown in Figures 18 and 19.



Legend:

- Theoretical Site 80' Elevation
- Theoretical Site 150' Elevation
- Approximate Coverage
 - Search Area
 - Handoff Area
- County Boundary
- Municipal Area
- Interstate
- Major Road
- Minor Road

Sources: US Census Bureau, CityScope Consultants, Inc., USGS

Map Created by: Cityscope Consultants, Inc., on December 20, 2017

Scale: 0 2 4 8 Miles

North Arrow: N

28

Theoretical High Frequency Coverage From a Single Provider

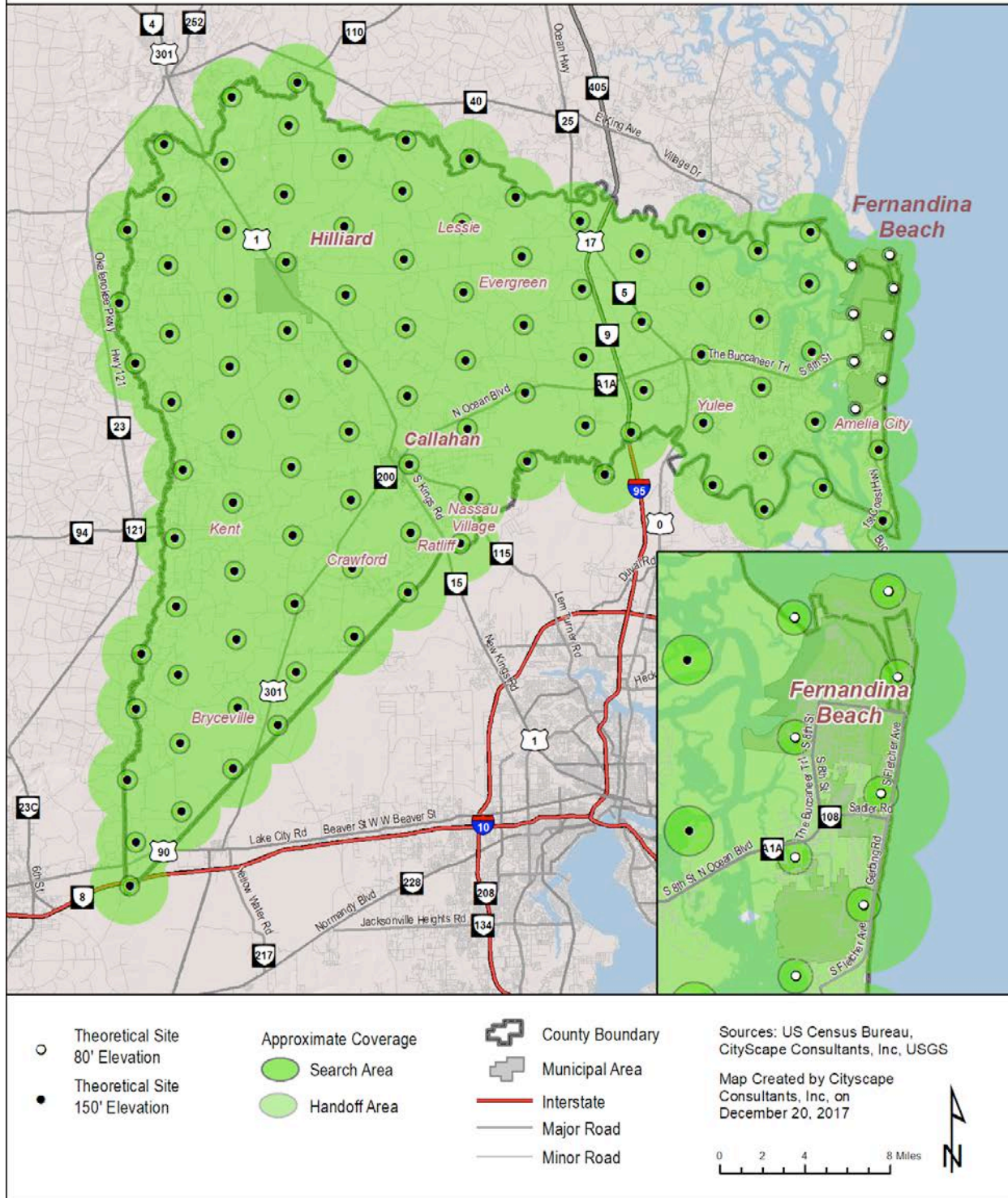


Figure 17: Nassau County Hypothetical Build-Out - High Frequency Without Terrain Considerations

Theoretical Low Frequency Coverage From a Single Provider

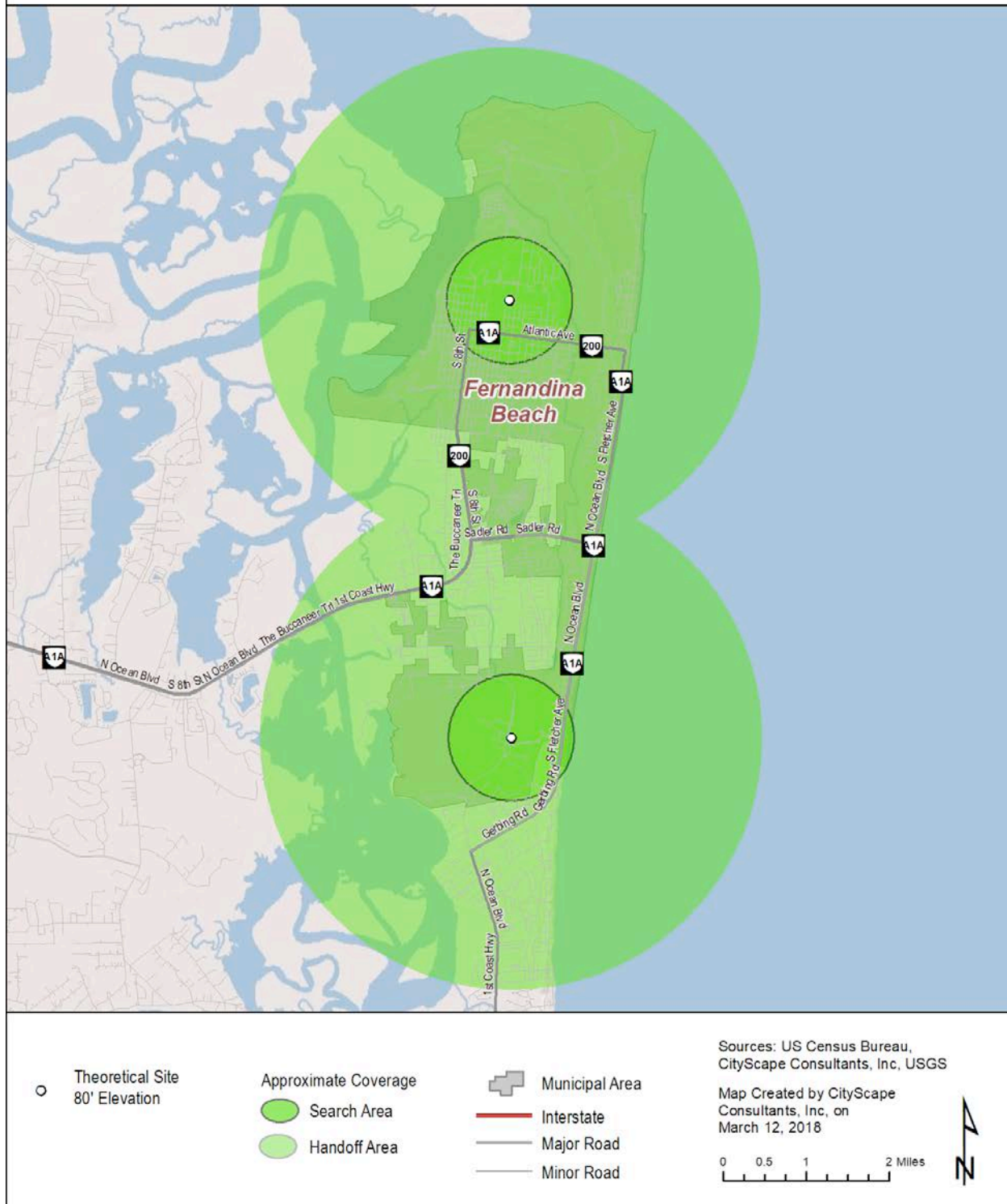


Figure 18: City of Fernandina Beach Hypothetical Build-Out - Low Frequency Without Terrain Considerations

Theoretical High Frequency Coverage From a Single Provider

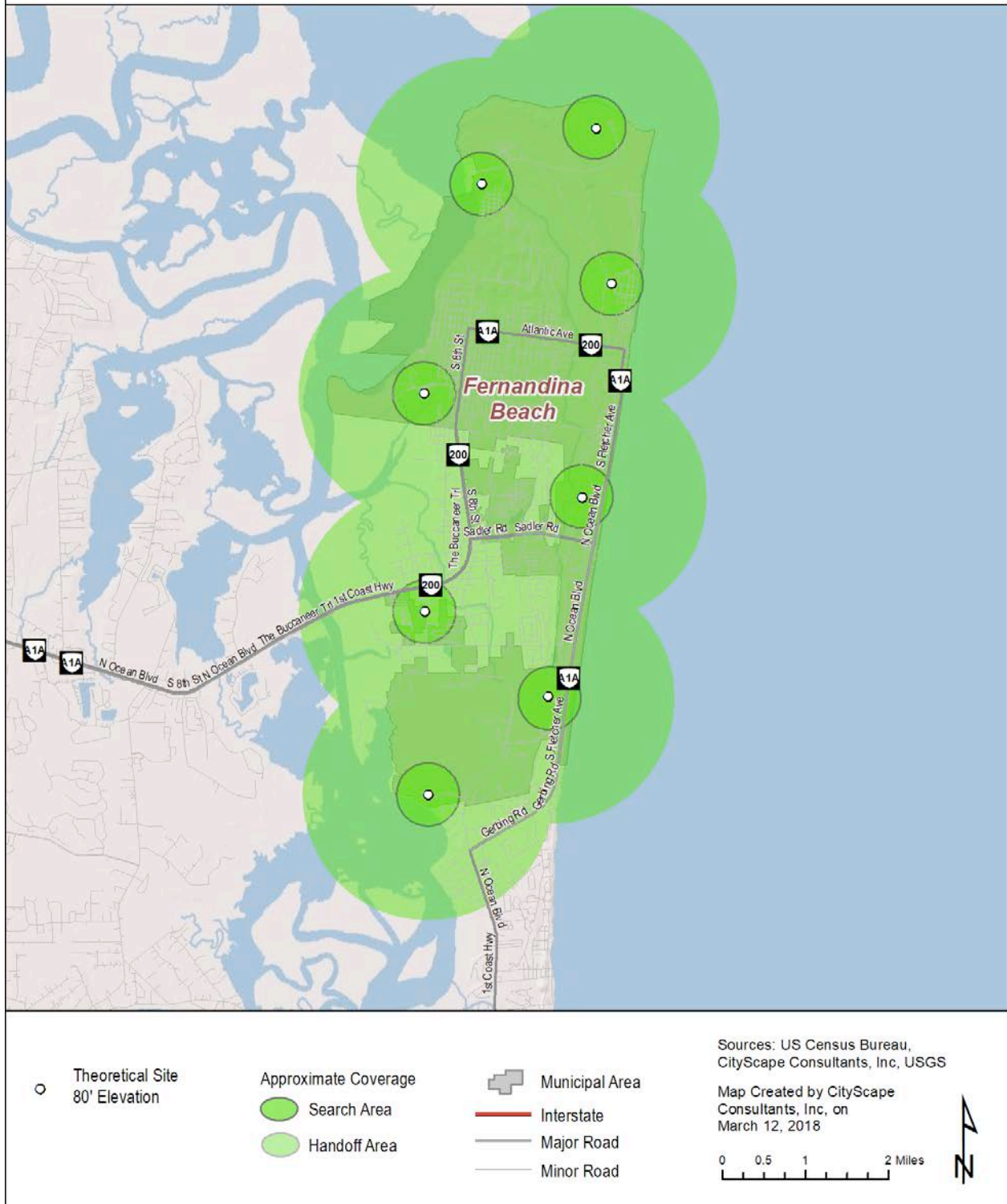


Figure 19: City of Fernandina Beach Hypothetical Build-Out - High Frequency Without Terrain Considerations

Predicted Coverage Mapping

Predicted coverage mapping is a process where software is used to predict the level of wireless service coverage within a designated area. Signal strength is a term used to describe the quality of operability between the antenna and the wireless device. The stronger the signal, the better the wireless device and all the application features will work. A reduced signal means a better chance of dropped or failed calls or a malfunction of the application features. The distance between the antennas on the infrastructure and the location of the person using the device and the location of the person whether indoors or outdoors are two variables that affect signal strength.

The level of propagation signal strength is shown through the gradation of colors from yellow to blue. The closer the proximity to the antenna, the brighter shade of yellow appears and the better quality of wireless service. As distance increases between the wireless device and the antenna, shades of green, blue and gray appear indicating geographic service areas with average, acceptable, and unacceptable signal strength, respectively. Table 6 provides further explanation of the color-coding relative to the propagation signals.

SIGNAL STRENGTH	SIGNAL STRENGTH COLOR	SIGNAL STRENGTH DESCRIPTION
Superior	Yellow	Strong enough to operate within most buildings
Average	Green	Strong enough to operate in a vehicle, but not inside most buildings
Acceptable	Blue	Strong enough to operate outside, but not in vehicles or buildings
Unacceptable	Gray	Marginal or no service

Table 6: Propagation Signal Description

The predicted modeling of coverage from all existing facilities using the known antenna locations and heights illustrate the propagation levels of coverage for low and high frequencies, with considerations for topography, clutter and population density. The areas in blue, green and gray represent geographic areas with minimal coverage or areas indicating a network at capacity overload, which is resulting in diminished or unacceptable service. These coverage areas in gray are a visual representation of gaps in service and indicate the need for additional wireless services in order to improve wireless coverage and capacity overload.

The predicted modeling methodology or process assumes the same wireless service provider is on each tower and base station in the existing inventory. This assumption is for modeling purposes only and it is recognized that not all service providers are on every facility however; the infrastructure is in place to possibly accommodate future collocations.

The mapping in Figures 20 through 31 illustrated by study area shows that most of the incorporated areas of Fernandina Beach, Hilliard, Callahan, Yulee and Amelia Island have more continuous coverage compared to the rural areas of the County. The Hwy15/301 corridor north of Callahan and SR 200/A1A west of Yulee has average service with no significant gaps in coverage. The remaining geographic areas and corridors throughout the County have minimal, incomplete or no wireless network coverage. The geographic areas with no service areas and average/acceptable service areas are indicators where new infrastructure will be needed over the next decade.

Predicted Theoretical Low Frequency Coverage From All Potential Identified Sites Considering Topography, Vegetative Cover and Population Density

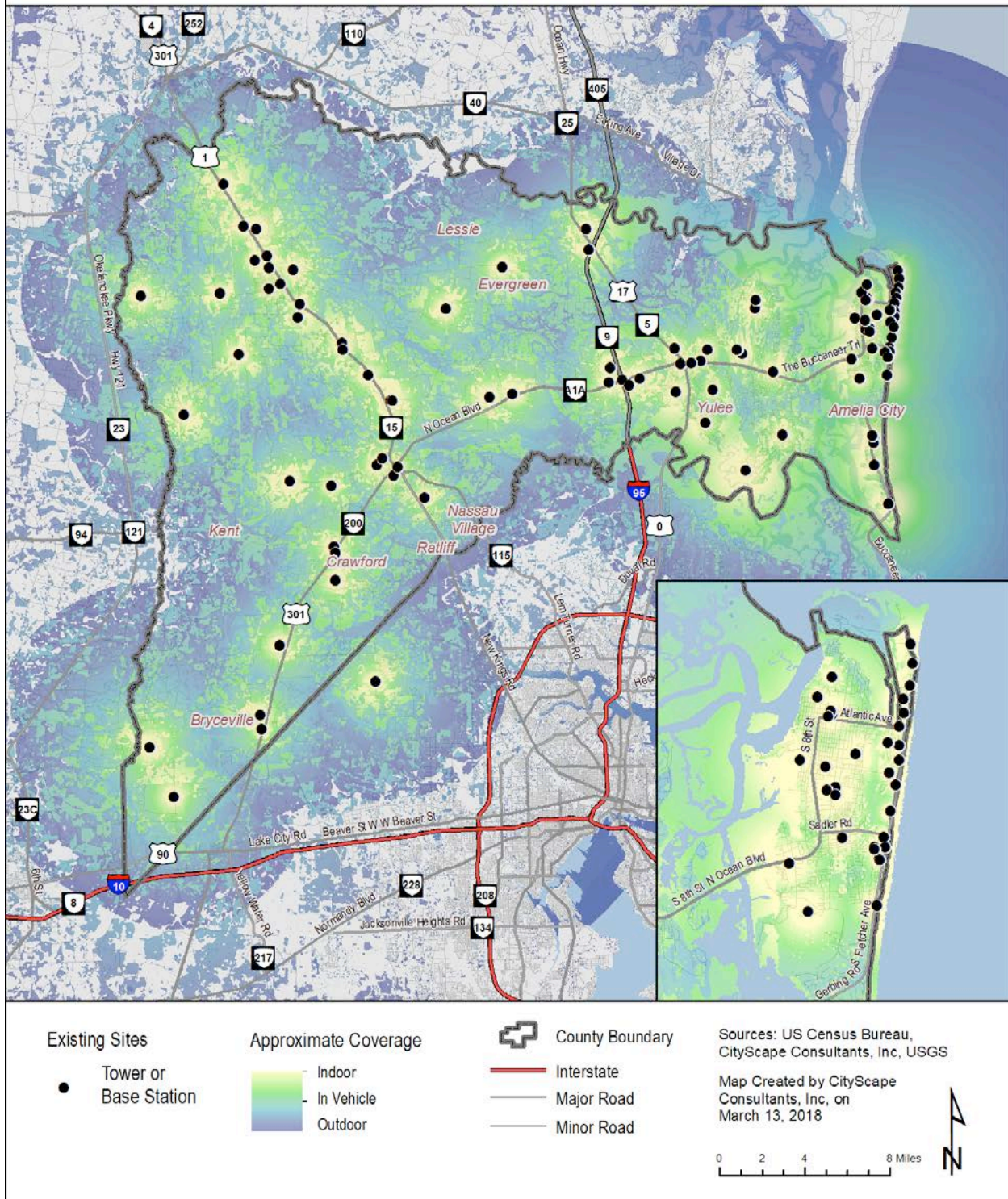


Figure 20: Nassau County Low Frequency Predicted Coverage

Predicted Theoretical High Frequency Coverage From All Potential Identified Sites Considering Topography, Vegetative Cover and Population Density

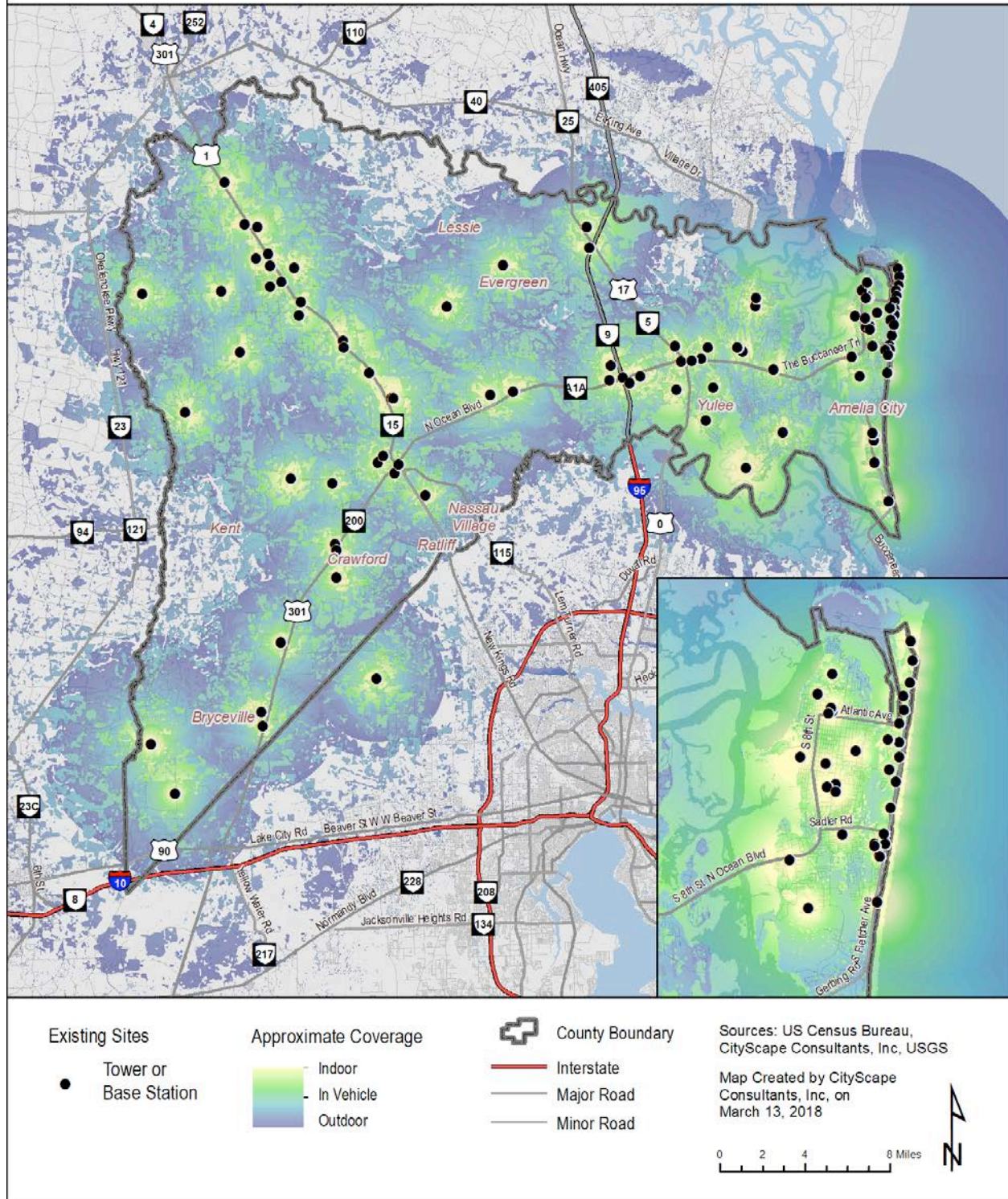


Figure 21: Nassau County High Frequency Predicted Coverage

Incorporated Island Study Area **Predicted Theoretical Low Frequency Coverage From** **a Single Provider with Terrain and Signal Strength**

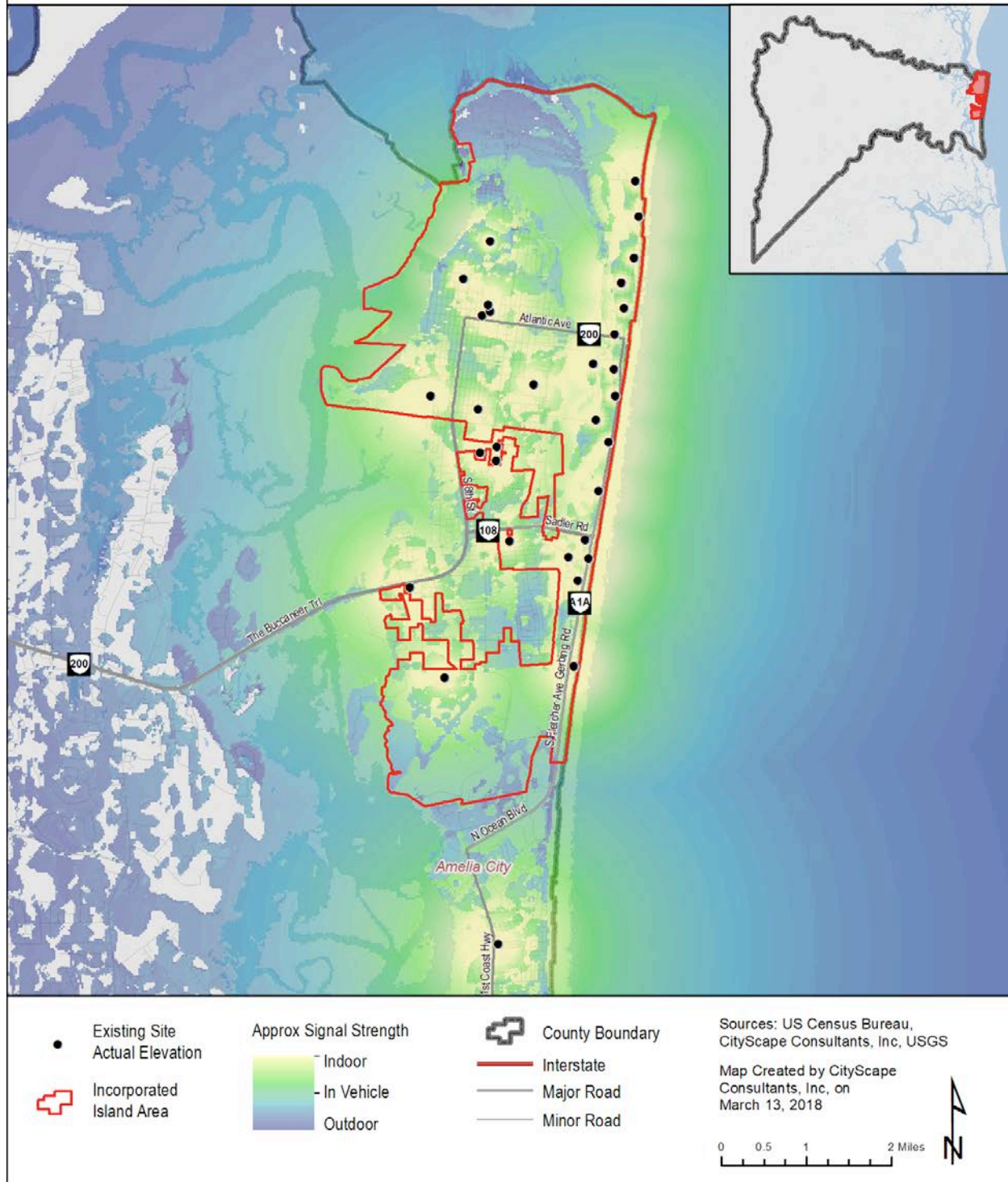


Figure 22: Incorporated Island Low Frequency Predicted Coverage

Incorporated Island Study Area **Predicted Theoretical High Frequency Coverage From** **a Single Provider with Terrain and Signal Strength**

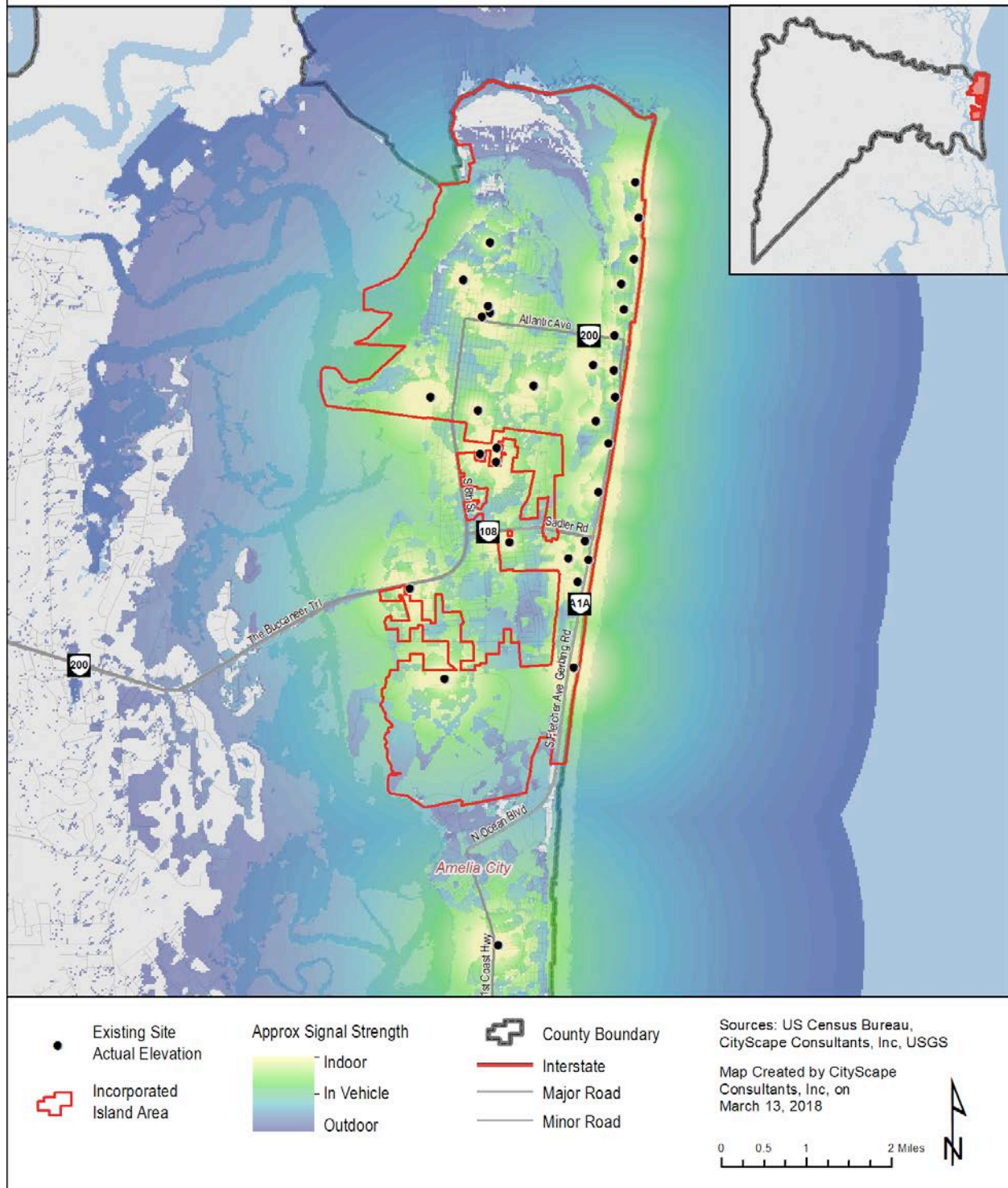


Figure 23: Incorporated Island High Frequency Predicted Coverage

Incorporated Non-Island Study Area **Predicted Theoretical Low Frequency Coverage From** **a Single Provider with Terrain and Signal Strength**

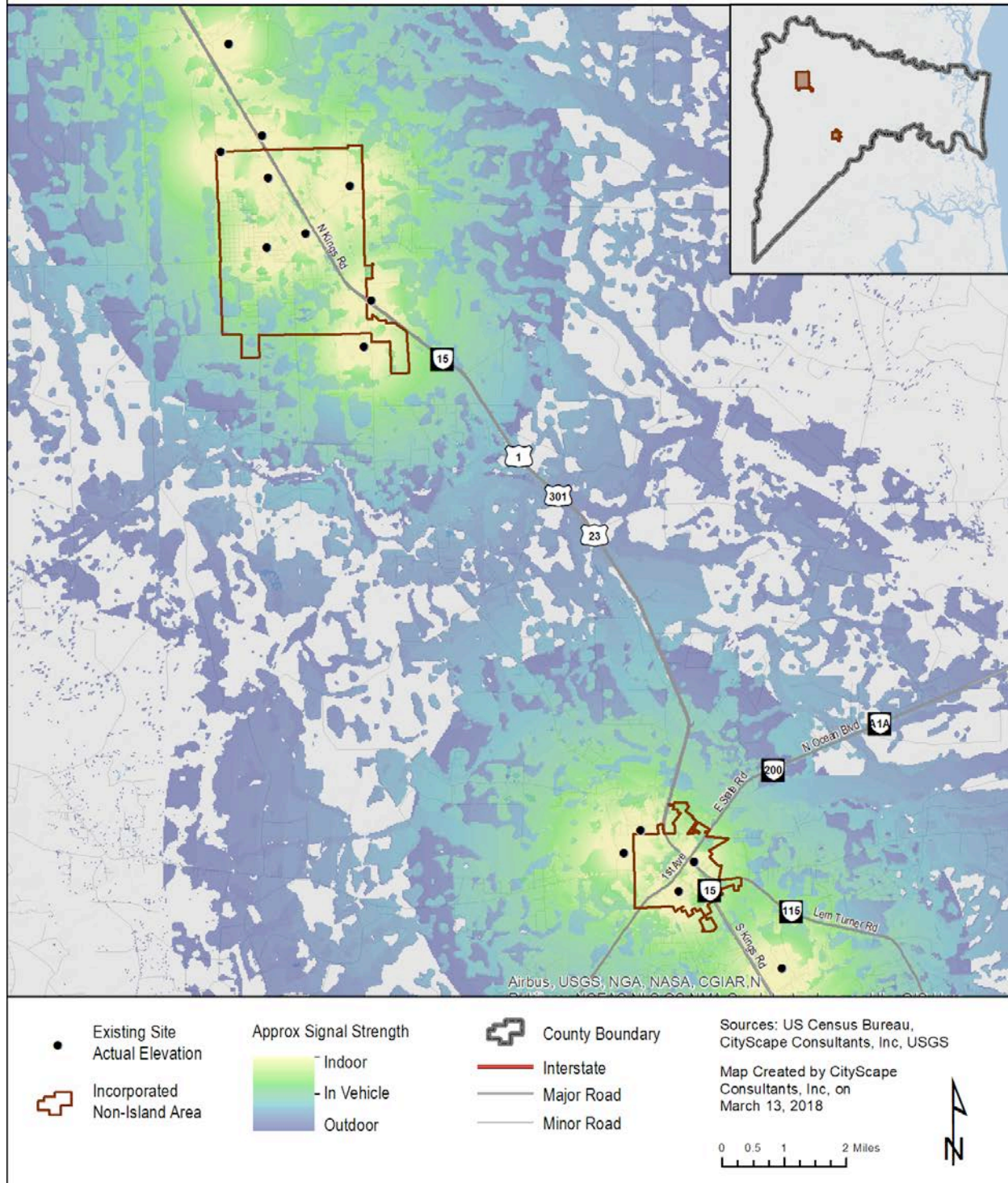


Figure 24: Incorporated Non Island Low Frequency Predicted Coverage

Incorporated Non-Island Study Area Predicted Theoretical High Frequency Coverage From a Single Provider with Terrain and Signal Strength

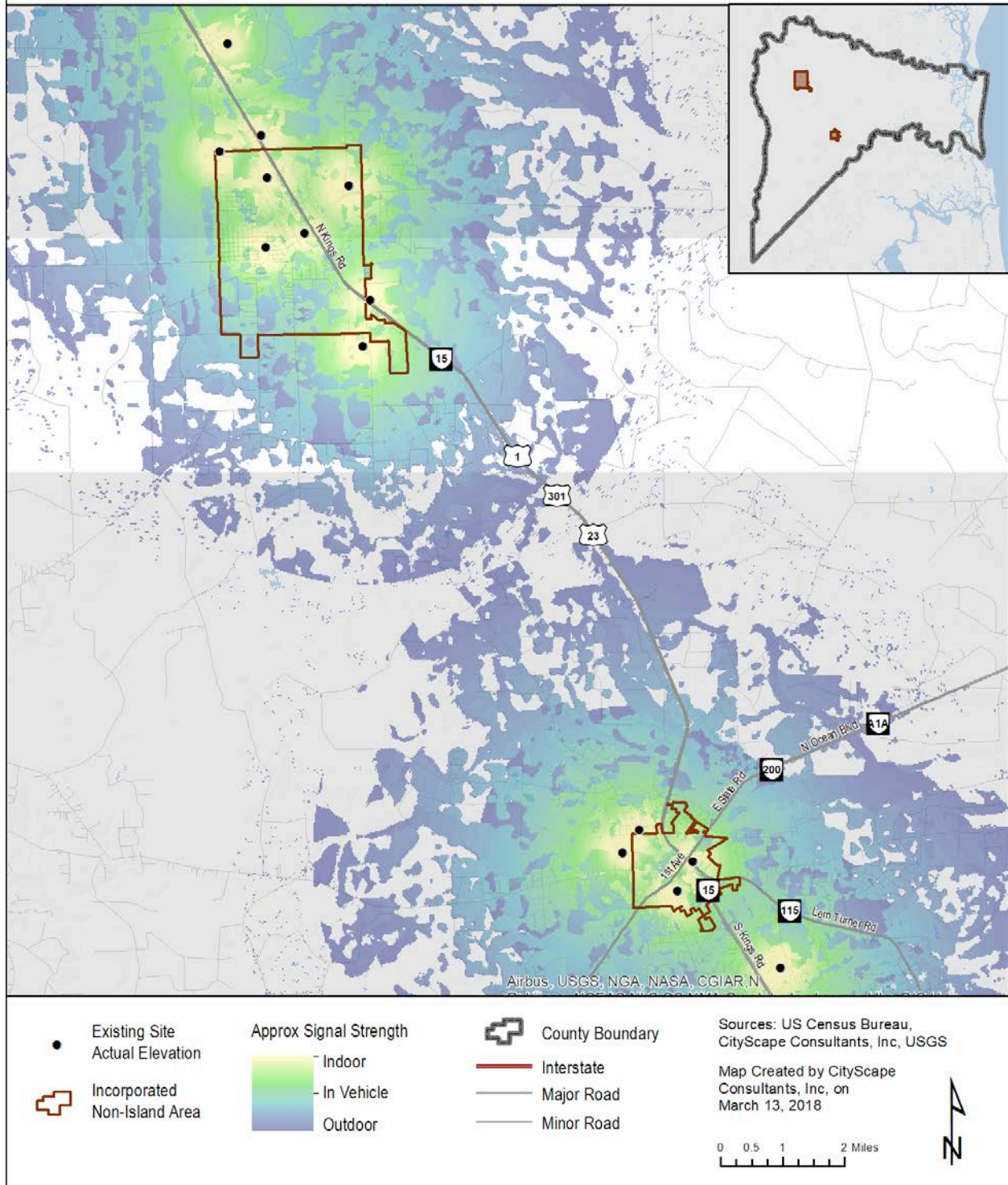


Figure 25: Incorporated Non Island High Frequency Predicted Coverage

Unincorporated Island Study Area Predicted Theoretical Low Frequency Coverage From a Single Provider with Terrain and Signal Strength

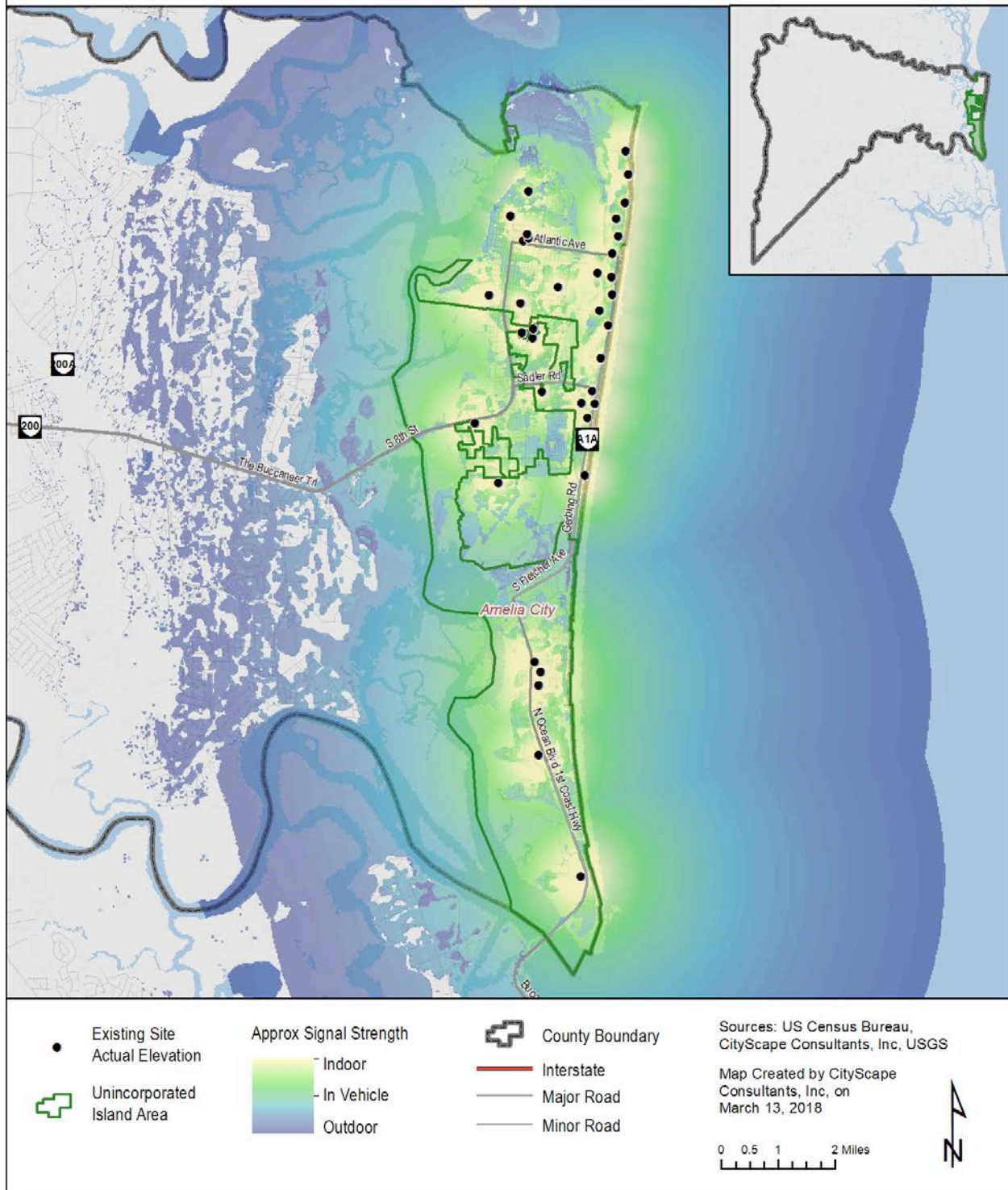


Figure 26: Unincorporated Island Low Frequency Predicted Coverage

Legend:

- Existing Site Actual Elevation (Black dot)
- Unincorporated Island Area (Green outline)
- Approx Signal Strength:
 - Indoor (Yellow)
 - In Vehicle (Orange)
 - Outdoor (Red)
- County Boundary (Thick black line)
- Interstate (Thick red line)
- Major Road (Thin red line)
- Minor Road (Thin black line)

Sources: US Census Bureau, CityScape Consultants, Inc, USGS

Map Created by CityScape Consultants, Inc, on March 13, 2018

Scale: 0 0.5 1 2 Miles

North Arrow: N

40

Unincorporated East of I-95 Study Area Predicted Theoretical Low Frequency Coverage From a Single Provider with Terrain and Signal Strength

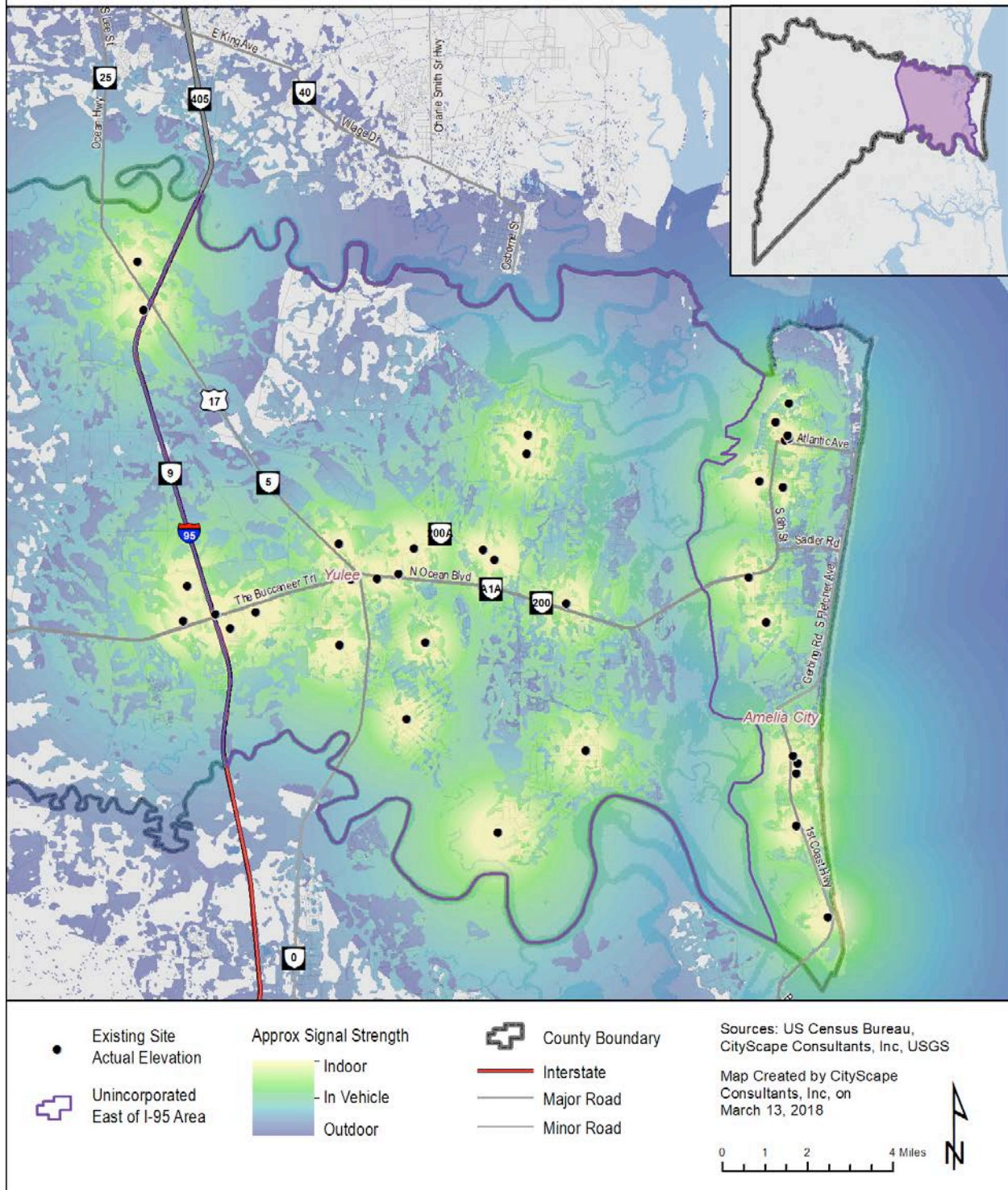


Figure 28: Unincorporated East of I-95 Low Frequency Predicted Coverage

Unincorporated East of I-95 Study Area Predicted Theoretical High Frequency Coverage From a Single Provider with Terrain and Signal Strength

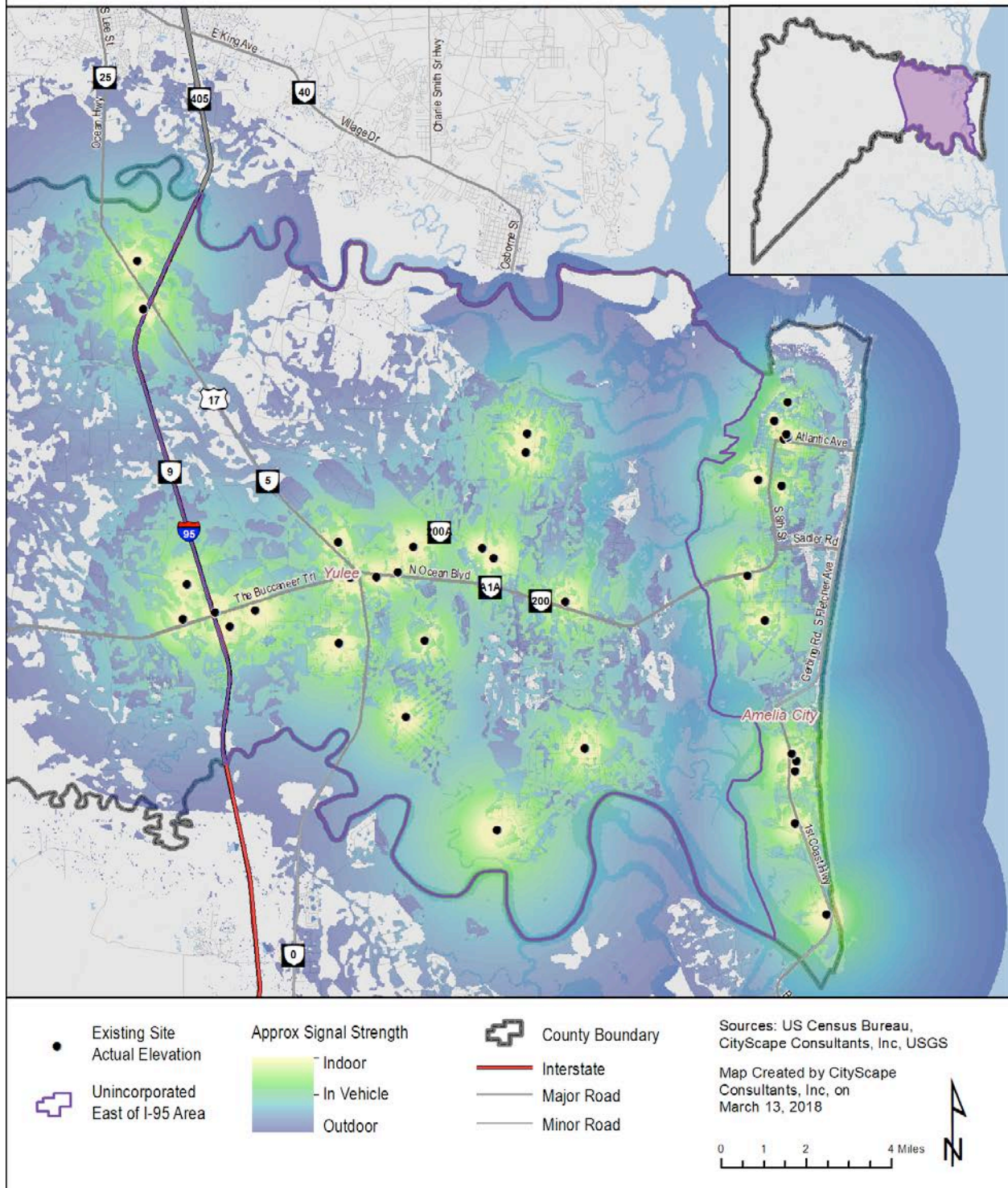


Figure 29: Unincorporated East of I-95 High Frequency Predicted Coverage

Unincorporated West of I-95 Study Area **Predicted Theoretical Low Frequency Coverage From** **a Single Provider with Terrain and Signal Strength**

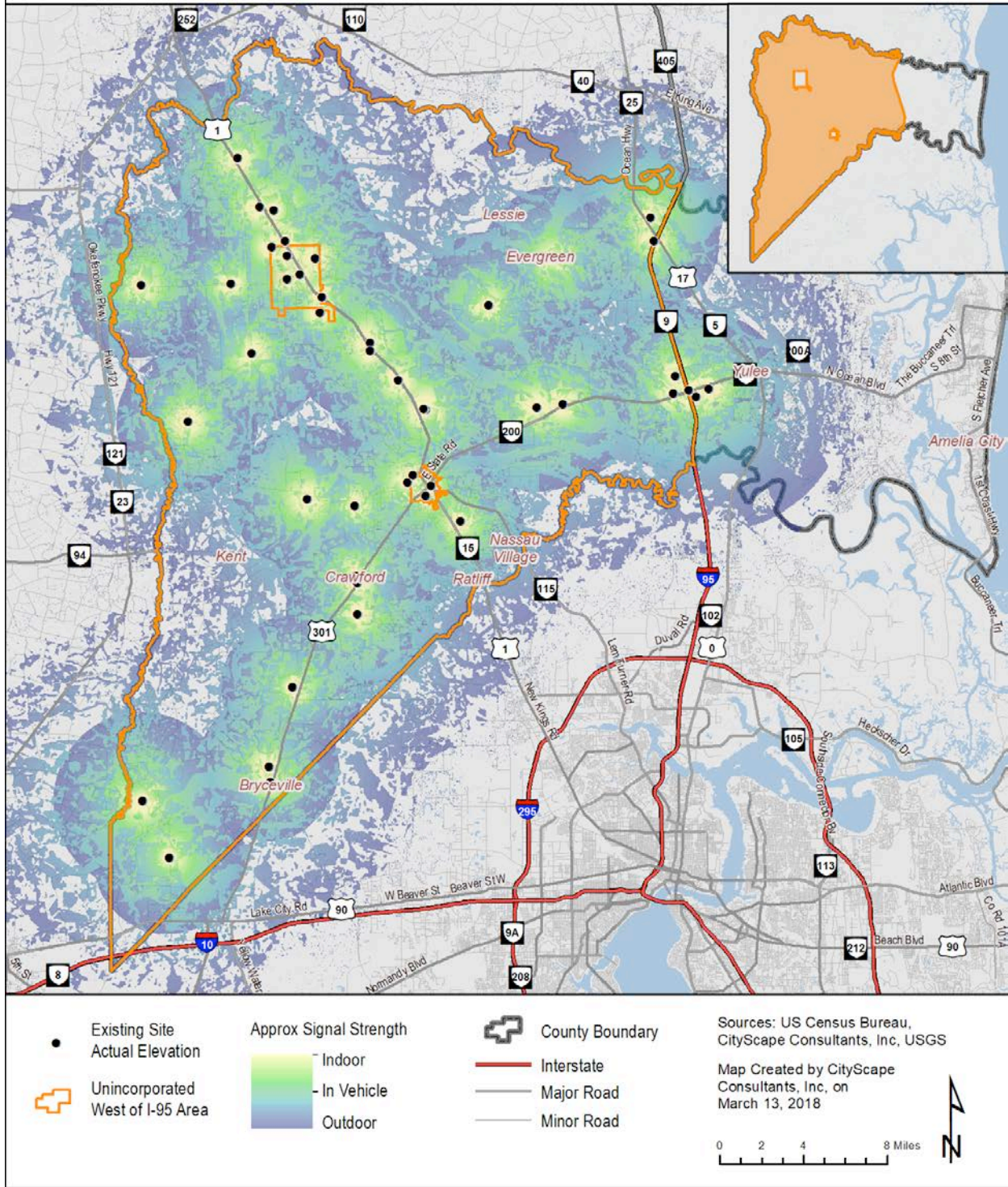


Figure 30: Unincorporated West of I-95 Low Frequency Predicted Coverage

Unincorporated West of I-95 Study Area Predicted Theoretical High Frequency Coverage From a Single Provider with Terrain and Signal Strength

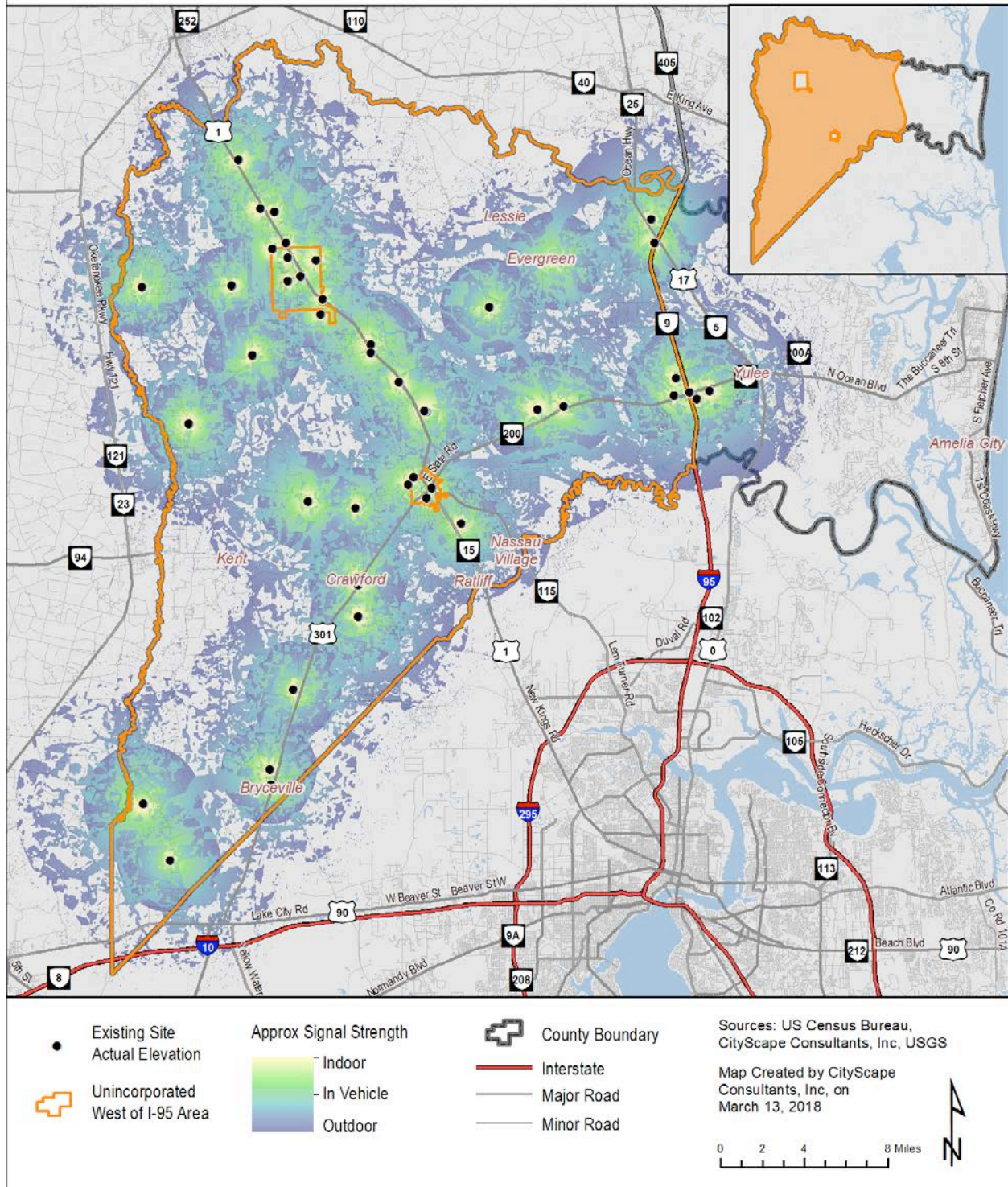


Figure 31: Unincorporated West of I-95 High Frequency Predicted Coverage

10-Year Projections

In general Nassau County is underserved when it comes to wireless service coverage. Continuous wireless service is an issue in many areas throughout the County. CityScape estimates that over the next ten year period the County will require around twenty (20) new macro towers, approximately eighty feet (80') to one hundred fifty feet (150') tall to meet coverage and capacity network objectives. In order to effectively meet the County's anticipated 5G demands over the next decade the estimated number of small cell facilities is expected to be in the hundreds along the roadways and on rooftops with the antenna mounting approximately thirty five feet (35') to forty feet (40') in height. It is important to emphasize that the mounting height for small cells is dependent on the number of collocations desired for each facility. If the proposed facility is a neutral host facility, then multiple service providers would be able to share the same technology platform or same set of antennas and therefore, collocations would not require additional height. The estimated number of required facilities is based on the mathematics of the population density, subscriber base and usage, transient movement throughout the County and the demand volume served simultaneously per site.

As subscriber demand increases, network providers will continue to develop sites to meet these needs. Providers tend to address service issues where the majority of customer complaints exist. Thus, locations with poor service and/or capacity, but growing population density will be the primary focus for new infrastructure.

Figure 32 illustrates the average daily traffic impact during the heaviest seasonal related traffic flows throughout the County during the month of May (the most populated month of the year in Nassau County). The Seasonal Factor values presented in the "2016 Peak Season Factor Category Report - Report Type: All, Category: 7400 Nassau Countywide" referenced in both the Nassau Crossing and Sadler Road Traffic Studies was the data used for this map. These traffic counts were incorporated with the peak seasonal population variations to facilitate the estimated number of new wireless facilities needed over the next ten years throughout the County.



Nassau County Weekly Average Daily Traffic Peak Season High

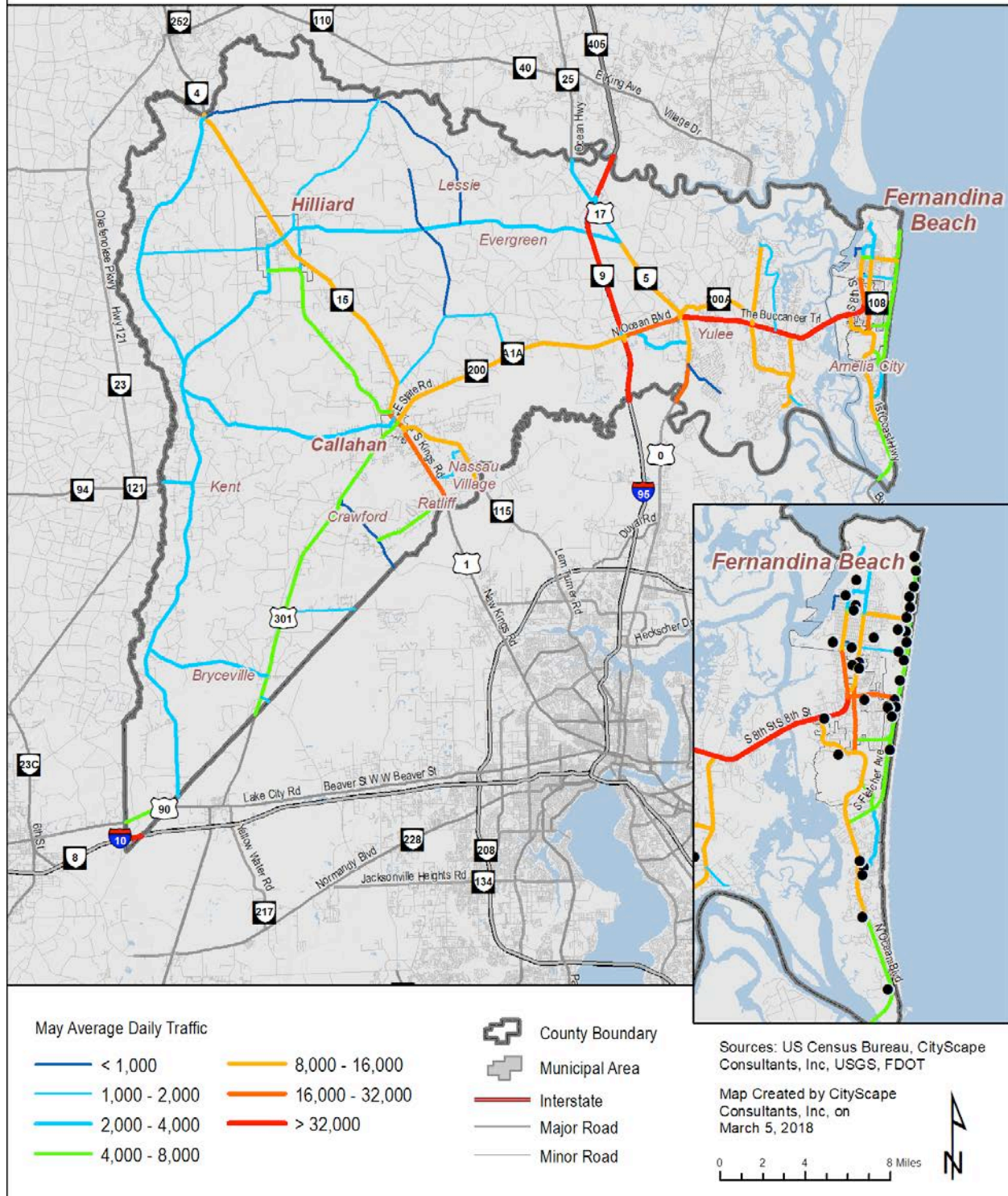


Figure 32: Nassau County Average Daily Traffic Impact in May

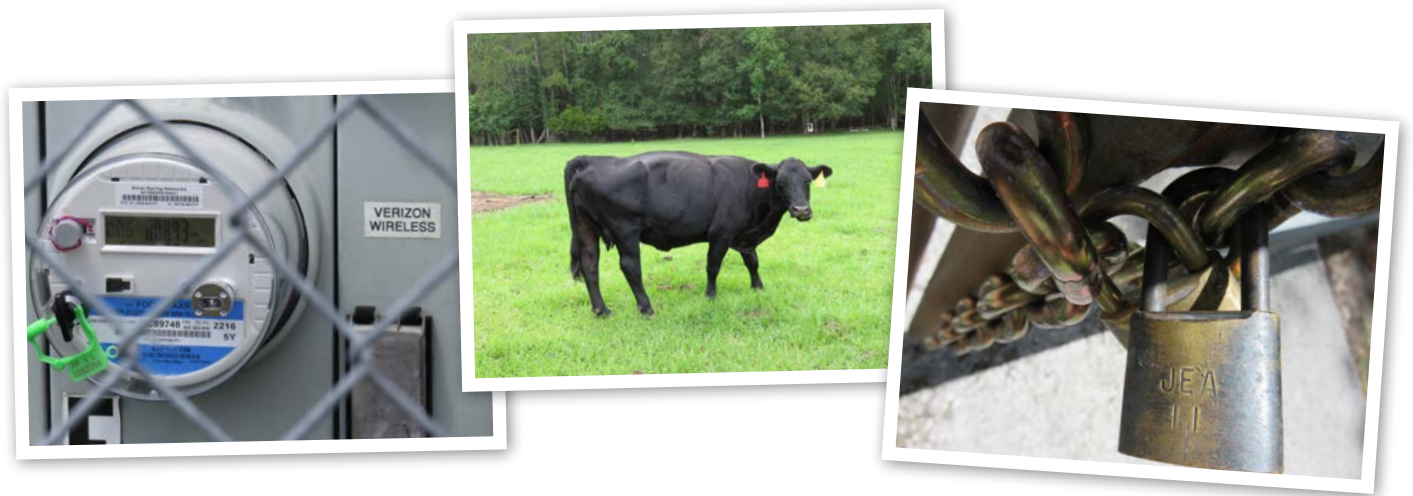
The traffic counts were incorporated with the peak seasonal population variations to facilitate the estimated number of new wireless facilities needed over the next ten years throughout the County. **Figure 33** illustrates Nassau County and **Figure 34** illustrates the City of Fernandina Beach and is the visual representation of the future estimated projections where new macrocell tower and base stations will be needed.

According to the census data, fifty percent (50%) of the vacation homes reported in the County are located within the Unincorporated Island Area. These dwelling units are most likely to be occupied during the peak travel season, with a potential influx of an additional 10,000 people. Small wireless facilities are needed in these areas to accommodate the overload of network capability during this time.

The highest population density in Yulee is within the vicinity of the Amelia National Golf and Country Club. Vacation homes in this area are minimal but many year-round residential dwelling units are constructed or planned to be in close proximity to each other. This center of population will benefit from a small wireless facility network to improve and meet the demands of network capacity.

The City of Fernandina Beach has an existing small wireless facility and can expect this network pattern to grow and expand to other areas of the City.

Figures 35 and 36 estimate the areas likely to experience deployments of small wireless facilities. The darker shades of red indicate the most densely populated areas during peak seasons and where small wireless facilities are likely to be deployed first. The areas shown in the lighter shades of pink are also likely to have small wireless facility networks installed over the next ten years. Rural Unincorporated Areas West of I-95 are not likely candidates for small wireless facility networks due to the lower density of population in this area.



Approximate Additional Macro Sites Needed for All Providers to Accommodate Capacity in Peak Season using 4G 10 Year Projection

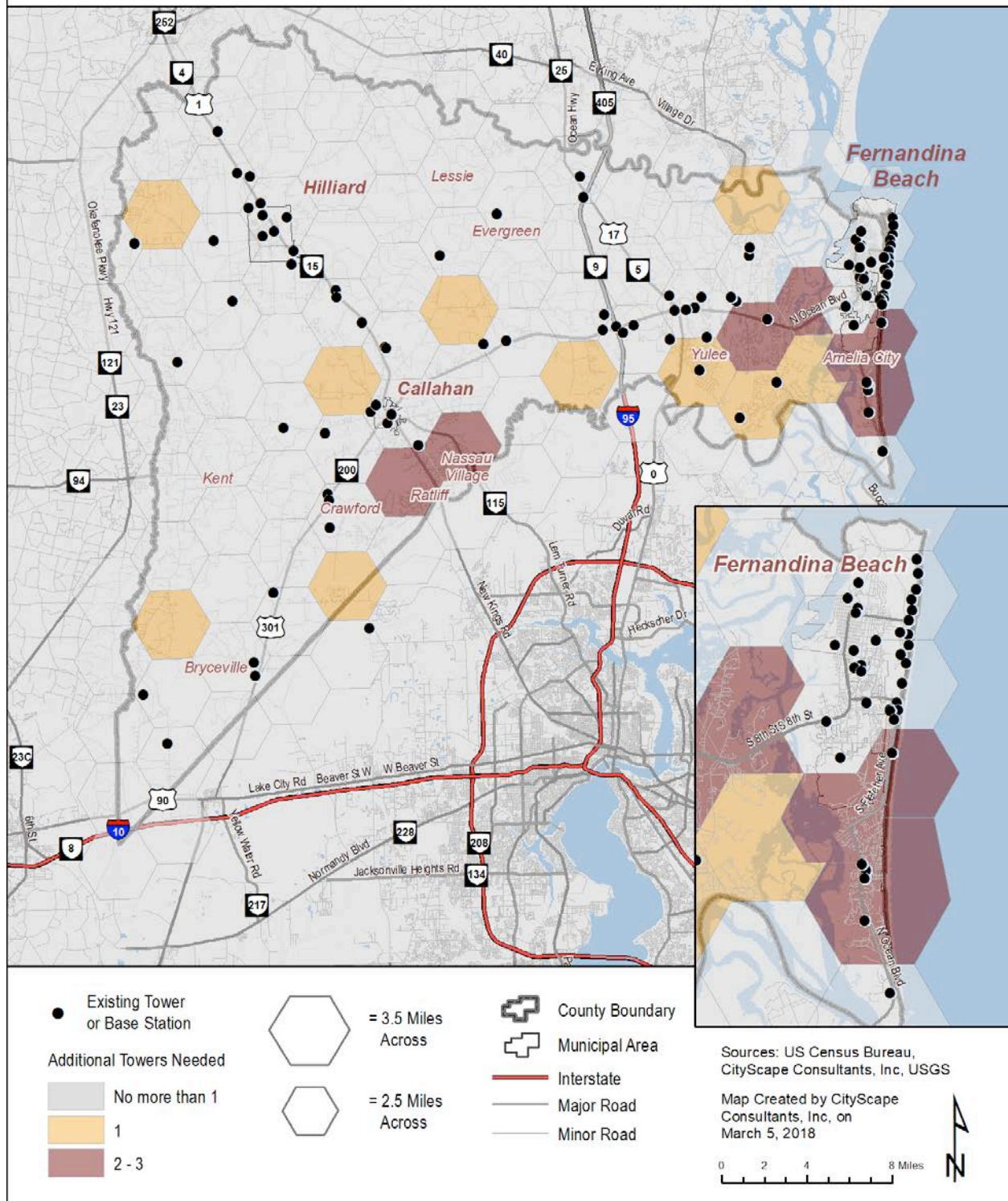


Figure 33: Nassau County Macro Site Fill In Projections

Approximate Additional Macro Sites Needed for All Providers to Accommodate Capacity in Peak Season using 4G 10 Year Projection

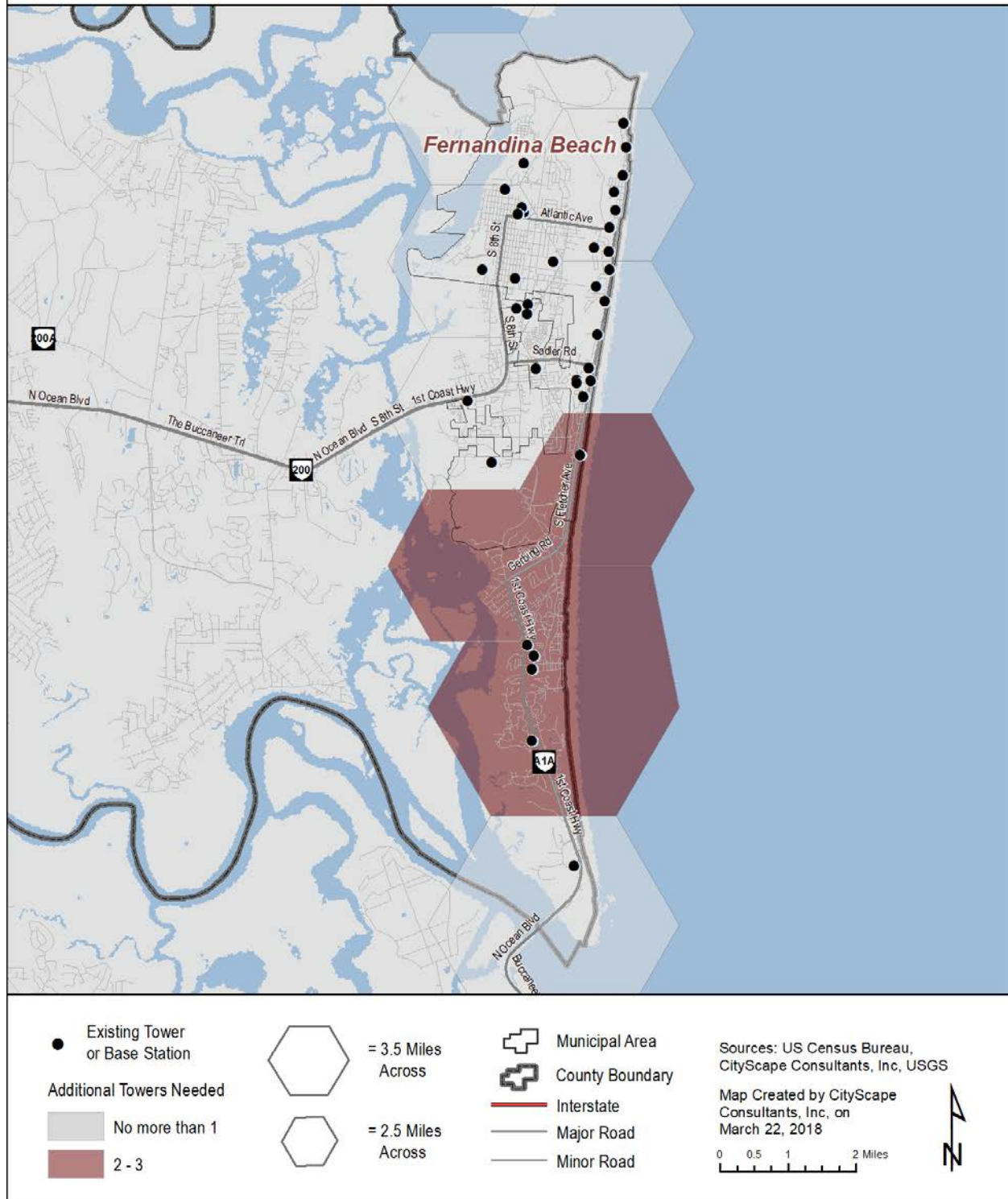


Figure 34: City of Fernandina Beach Macro Site Fill In Projections

Target Areas for Additional Infrastructure to Meet Capacity Demands 10 Year Projection

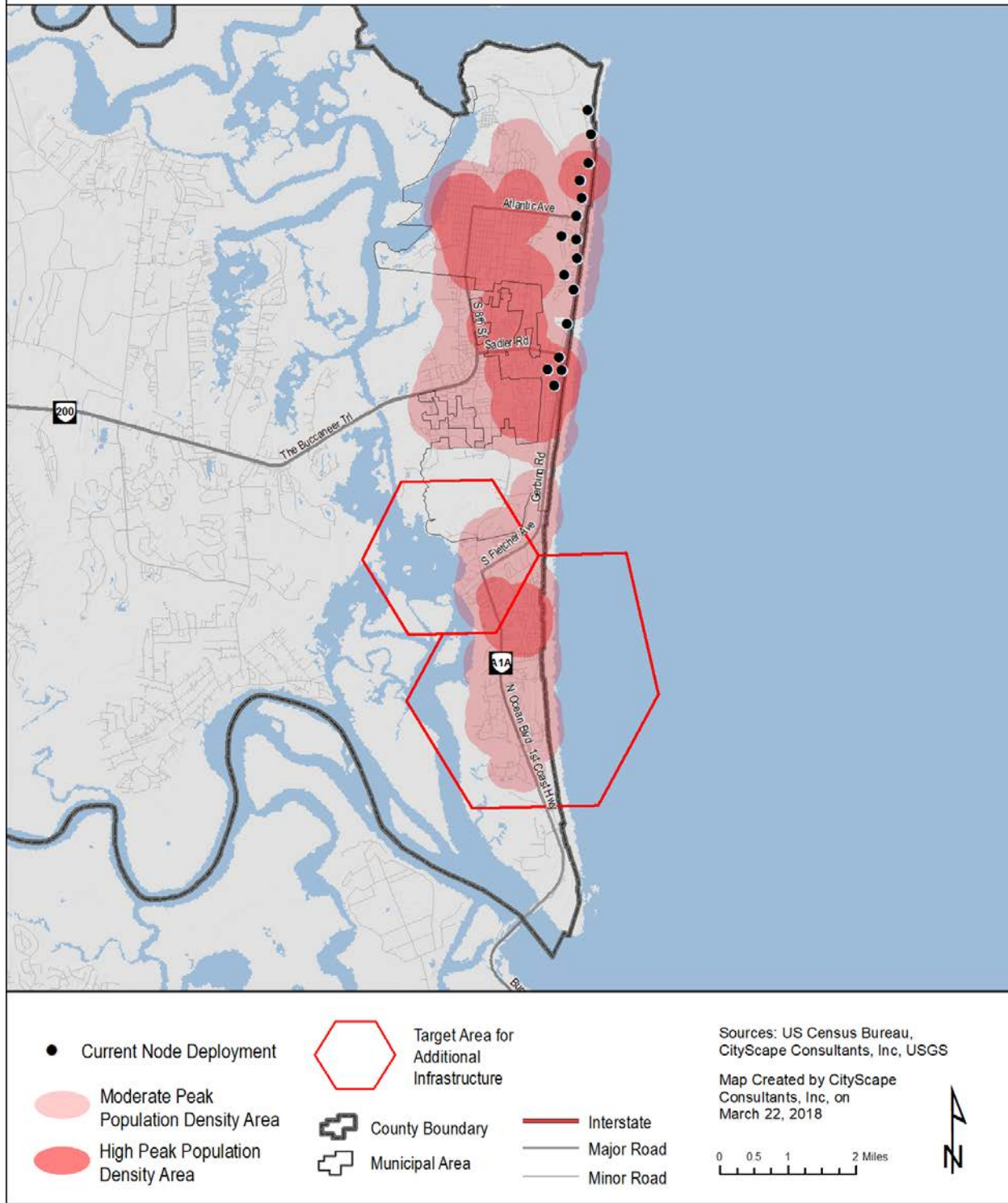


Figure 35: Nassau County Theoretical Small Wireless Facility Fill In

Target Areas for Additional Infrastructure to Meet Capacity Demands 10 Year Projection

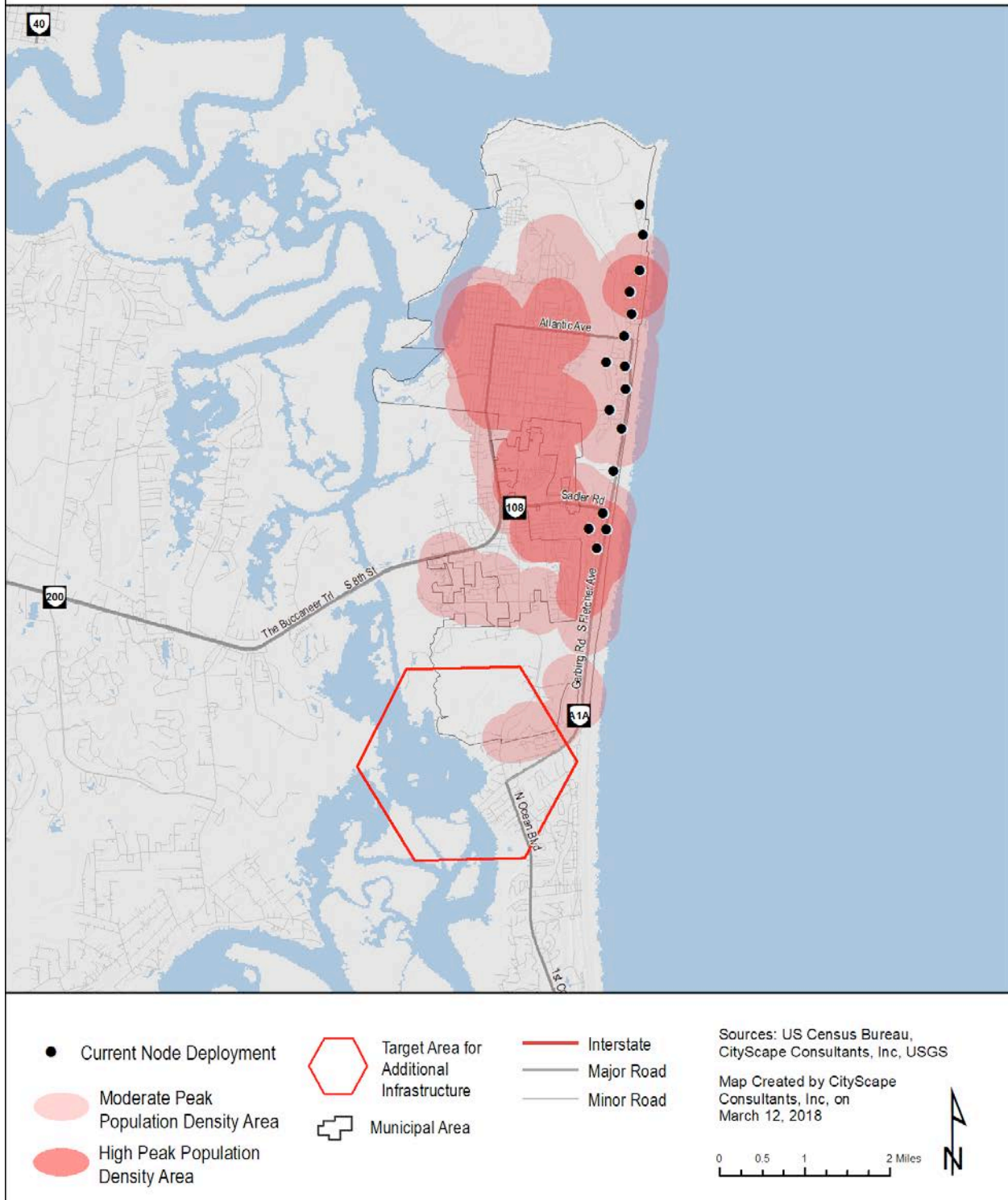


Figure 36: City of Fernandina Beach Theoretical Small Wireless Facility Fill In

WIRELESS POLICY SOLUTIONS

Forecast Statement

Management and regulation of the twenty (20) macro towers and hundreds of small wireless facilities predicted for Nassau County over the next ten years must be done within legal parameters established by the Federal and State governments.

Federal Regulations

Section 704 (47 USC §332(c)(7))

The 1996 Telecommunications Act includes Section 704 (47 USC §332(c)(7), (commonly referenced as 47 USC §332(c)(7) or Section 704) grants local governments ability to regulate wireless infrastructure. Section 704 says in relevant part:

- Land use development standards may not unreasonably discriminate among the wireless providers, and may not prohibit or have the effect of prohibiting the deployment of wireless infrastructure
- Local governments must act on applications for new wireless infrastructure within a “reasonable” amount of time, but didn’t specify what “reasonable” meant.
- Land use policies may be adopted to promote the location and siting of telecommunications facilities in certain designated areas.
- Encourages the use of third party professional review of site applications.
- Prohibits local government from denying an application for a new wireless facility or the expansion of an existing facility on the grounds that radio frequency emissions are harmful to human health provided the wireless service provider met federal standards.

“Shot Clock” Declaratory Ruling

Following the enactment of Section 704 in 1996, wireless infrastructure deployment began across the United States, subject to various local and state regulations enacted in the wake of Section 704. The infrastructure industry eventually appealed to the FCC for assistance in expediting local government review of infrastructure applications, and as a result, the FCC issued what is known as the “Shot Clock” ruling in 2009 which requires infrastructure collocation decisions to be made within 90 days and new tower decisions to be made within 150 days, or the applicant could take the local government to court and request a judicial grant of their application. The US Supreme Court later affirmed that the FCC could impose these timelines on local governments.

(47 USC §1455) Section 6409(a) in the Middle Class Tax Relief and Job Creation Act

While the infrastructure industry benefited from the Shot Clock ruling, they still sought additional federal relief from local regulations. In 2012, Congress enacted legislation known as Section 6409(a) (commonly referred to as the **Spectrum Act**) to promote wireless

broadband for public safety and commercial purposes.

Section 6409(a) says, in relevant part:

“...a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.”

Because of a lack of explanation or definitions in Section 6409(a), the FCC was called upon to provide clarification, definitions and guidance to what Congress intended. In a Report and Order released October 21, 2014 in W.T. Docket 13-238, commonly called the “2014 Report and Order” the FCC provided clarifying definitions to the terms used in Section 6409(a).

2014 Report and Order

The introduction of the 2014 Report and Order the FCC states:

“Demand for wireless capacity is booming: more consumers are accessing mobile broadband every year, driving more innovation and expanding access to public safety. But our ability to meet this demand depends on the infrastructure that supports the services. We therefore take concrete steps to facilitate the deployment of the infrastructure necessary to support surging demand, expand broadband access, support innovation and wireless opportunity, and enhance public safety - all to the benefit of consumers and the communities in which they live. (Paragraph 2)...Accordingly, our actions are intended to encourage deployments on existing towers and structures - rather than entirely new towers in recognition that collocations almost always result in less impact or no impact at all.” (Paragraph 3)

The affect on local government planning:

“[n]otwithstanding section 704 of the Telecommunications Act of 1996 or any other provision of law, a State or local government **may not deny, and shall approve**, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. An eligible facilities request is one that requests modification of an existing wireless tower or base station that involves (a) collocation of new transmission equipment; (b) removal of transmission equipment; or (c) replacement of transmission equipment.”

The 2014 Report and Order reaffirms that broadcasting infrastructure is also considered a wireless tower or base station for purposes of Section 6409(a) and that transmission equipment includes antennas, cables, and auxiliary power equipment, such as generators. It also defined “existing” as:

“...the term “existing” requires that wireless towers or base stations have been reviewed and approved under the applicable local zoning or siting process or that the deployment of existing transmission equipment on the structure received another form of affirmative State or local regulatory approval (e.g., authorization from a State public utility commission). Thus, if a tower or base station was constructed or deployed without proper review, was not required to undergo siting review, or does not support transmission equipment that received another form of affirmative State or local regulatory approval, the

governing authority is not obligated to grant a collocation application under Section 6409(a)."

A wireless tower that does not have a permit because it was not in a zoned area when it was built, but was lawfully constructed is considered an "existing" tower. In other words, a collocation application that "shall be approved" under Section 6409(a) has to be for a location that has been previously reviewed and approved through the local regulatory approval process and is not a "substantial change" to the original approval.

Under the new FCC definition a "**substantial change**" to an eligible tower or base station is as follows:

- (1) (a) for towers outside of public right-of-ways, it increases the height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; (b) for those towers in the right-of-ways and for all base stations, it increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater; or
- (2) (a) for towers outside of public right-of-ways, it protrudes from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; (b) for those towers in the right-of-ways and for all base stations, it protrudes from the edge of the structure more than six feet; or
- (3) it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or
- (4) it entails any excavation or deployment outside the current site of the tower or base station;
- (5) it would defeat the existing concealment elements of the tower or base station; or
- (6) it does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding "substantial change" thresholds identified above. We further provide that the changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of Section 6409(a).

For example, provided the request is not a substantial change then, if the County previously approved a non ROW macro tower (a.k.a. eligible facility) to be constructed at one hundred feet (100') then under Section 6409(a) that tower height can be increased by ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet (20'), whichever is greater. In the case where twenty feet (20%) is the greater, then that eligible one hundred foot (100') tower could be increased to one hundred twenty feet (120') in height to accommodate an additional collocation (provided the modification does not exceed the six substantial change criteria). For eligible towers in the ROW and for all eligible base stations the height can be increased by ten percent (10%) or ten feet (10'), whichever is greater. Thus an existing eligible one

hundred foot (100') tower in the ROW or any eligible one hundred foot (100') base station could be increased in height by right to one hundred and ten feet (110').

The 2014 Report and Order affirm that these standards apply equally to legally nonconforming structures in the jurisdiction. They too will be eligible for Section 6409(a) modifications.

Wireless facility modifications under Section 6409(a) should remain subject to building codes and other non-discretionary structural and safety codes. In particular, the FCC clarified that Section 6409(a) does not "preclude States and localities from continuing to require compliance with generally applicable health and safety requirements on the placement and operation of backup power sources, including noise control ordinances if any."



Federal
Communications
Commission

As for timelines, local government has sixty (60) days to review a new collocation application for an eligible facility under Section 6409(a). The timeline starts when the application is submitted. Local government can then "stop" or "toll" the clock within the initial thirty (30) days if the application is incomplete. The local government's request for additional information "must specify the code provision, ordinance, application instruction, or otherwise publicly stated procedures that require the information to be submitted."

The time clock restarts when the applicant resubmits with the missing information. If the application is still incomplete local government can then "stop" or "toll" the process again by again identifying, in writing, missing information. The clock will restart again upon the second resubmission. After that local government cannot stop the clock because of incompleteness.

If the local government does not complete the application review within sixty (60) days (subject to the tolling provisions above), the 2014 Report and Order adopts a "deemed granted" remedy.

If, after reviewing a proposed Section 6409(a) application, the local government determines that the application request is not eligible for Section 6409(a) processing because it constitutes a "substantial change", then the ninety (90) day timeline from the 2009 Shot Clock ruling applies, starting from the day the County decides the application is not Section 6409(a) eligible. The 2014 Report and Order does suggest that the "deemed granted" isn't necessarily the last word on the subject. Acknowledging that judicial determination may be necessary, the 2014 Report and Order states:

"... a State or local authority may challenge an applicant's written assertion of a deemed grant in any court of competent jurisdiction when it believes the underlying application did not meet the criteria in [Section 6409(a)] for mandatory approval, would not comply with applicable building codes or other non-discretionary structural and safety codes, or for other reasons is not appropriately "deemed granted".

The 2014 Report and Order emphasizes that Section 6409(a) applications must be tailored to request permissible information and then must be acted upon quickly in order to avoid a "deemed granted" remedy.

The 2014 Report and Order points out that Section 6409(a) applies only to local government in its regulatory capacity and NOT as a landlord. Should the County choose, in the capacity as landlord, to limit the number and type of infrastructure applicants on County property, Section 6409(a) will not apply. Furthermore, specific to the use of publicly owned property for the use of wireless communications equipment, the FCC states in the Report and Order:

“We find insufficient evidence in the record to make a determination that municipal property preferences are per se unreasonably discriminatory or otherwise unlawful under Section 332(c)(7). To the contrary, most industry and municipal commenters support the conclusion that many such preferences are valid.”

Thus, local governments can continue the practice of promoting a preference for siting wireless infrastructure on public property in local regulations.

2018 Report and Order

The FCC’s Declaratory Ruling and Third Report and Order adopted September 26, 2018 becomes effective nationwide on January 14, 2019.

“In this document, the FCC issues guidance and adopts rules to streamline the wireless infrastructure siting review process to facilitate the deployment of next-generation wireless facilities. Specifically, the FCC identifies specific fee levels for the deployment of Small Wireless Facilities, and it addresses state and local consideration of aesthetic concerns that effect the deployment of small wireless facilities. The FCC also addresses the “shot clocks” governing the review of wireless infrastructure deployments and established two new shot clock for small wireless facilities.”

The following are the timelines for action by local government established by the FCC’s Third Report and Order:

- 60 days to collocate a small wireless facility on an existing structure
- 90 days to collocate a facility other than a small wireless facility on an existing structure
- 90 days to deploy a small wireless facility using a new structure
- 150 days to deploy a facility other than a small wireless facility using a new structure

After the submission of a small wireless facility application, the local government has ten (10) days from the date of filing to determine if the application is complete or incomplete and notify the applicant. If the application is incomplete, then the shot clock stops and then restarts again from zero when the supplemental information is provided to the local government. As stated in paragraph 143 of the Third Report and Order, “...once the applicant submits the supplemental information in response to a siting authority’s timely request, the shot clock resets, effectively giving the siting authority an additional 60 days to act on the small wireless facilities collocation application.” After the initial notice and response period, the standard tolling process then starts, meaning if the application remains incomplete, the County must notify the applicant in detail as to the remaining insufficient items and the shot clock stops on that date and restarts from when the applicant resubmits until the application is finalized.

The shot clock and tolling system for facilities other than small wireless sites starts when an application is submitted to the local government. The local government has thirty (30) days to review the application to determine if the materials are complete or incomplete. If the application is not complete, the locality must provide in writing to the applicant a detailed summary of deficiencies. At that point the shot clock stops and then restarts from the point where it stopped when the applicant submits revised materials, and so forth until the application process is finalized.

The FCC also addressed zoning related practices that could be interpreted as an effective prohibition of small wireless deployments and cautioned local government to avoid land use regulatory practices that could appear to create a barrier to entry or efficient deployment of this type of infrastructure. Two specific areas, fees and aesthetics, were discussed in the document.

The FCC determined that aesthetics requirements are not preempted if they are (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments, and (3) objective and published in advance (paragraph 86). A local government's aesthetics requirements must be objective, clearly defined and ascertainable (paragraph 88) and cannot be so costly that the design standards could be a deterrent (effective prohibition) to the cost of the small wireless facility deployment.

While the FCC did not mandate a certain fee for small wireless facility application permits or third party reviews, the FCC did provide parameters for what it deemed to be "reasonable" fees for the following matters:

- \$500 (non-recurring) for a single application that includes up to five (5) small wireless facilities and an additional \$100 for each additional small wireless facility beyond the initial five (5) sites.
- \$1,000 (non-recurring) for a new pole (not a collocation) for a small wireless facility.
- \$270 (recurring) per small wireless facility per year for each collocation, new pole and subsequent collocations on said facilities.

Any possible ROW access fee or fee for attachment to municipally-owned structures in the ROW; provided they are (1) a reasonable approximation of costs, (2) those costs themselves are reasonable, and (3) are non-discriminatory (paragraphs 79-80).

The FCC did allow that while the above fee parameters were their interpretation of "reasonable" under applicable federal laws, there was room for some variance from same, stating:

"...there should be only very limited circumstances in which localities can charge higher fees consistent with the requirements of Section 253. In those limited circumstances, a locality could prevail in charging fees that are above this level by showing that such fees nonetheless comply with the limits imposed by Section 253—that is, that they are (1) a reasonable approximation of costs, (2) those costs themselves are reasonable, and (3) are non-discriminatory. Allowing localities to charge fees above these levels upon this showing recognizes local variances in costs."

State of Florida Regulations



The Florida legislature has also chosen to regulate the wireless infrastructure field, primarily through two separate statutory provisions.

First, Florida enacted §365.172(13), which built upon the provisions in the FCC's 2009 "Shot Clock" and provided state law requiring certain collocations to be approved by local governments with nothing more than "building permit review". §365.172(13) says a Florida collocation that does not increase the height of the tower, does not increase the ground compound size of the facility approved in the original site plan, and adds antenna and equipment in design and configuration consistent with those in the original construction and installation of the facility gets only building permit review. If the collocation does increase the ground compound (but not more than 400 square feet or 50% larger than the original compound, whichever is greater) then the collocation application can get land development review and building permit review, but no public hearing is allowed on the application. The Florida law also restricts local government from considering anything other than land development or zoning issues for ANY infrastructure application. Local government cannot consider or require information on quality of service, or customer demand for service from a particular location UNLESS it relates to a specific land development or zoning issue or the applicant volunteers the information. §365.172(13) does allow exclusion of wireless infrastructure from residential areas or residential zoning districts IF that exclusion does not create an effective prohibition of that applicant's service in that area, and allows local government to impose design requirements, permitting and review fees, and require provision of FCC and Federal Aviation Administration approvals from applicants as part of the review process.

The legislature also recently further amended §337.401, which was originally enacted in 2001 to address the underground use of public rights of way by wired communications providers, and to provide a compensation scheme for use of the ground in public rights of way. The infrastructure industry, as part of a nationwide effort to pass legislation at state levels on siting infrastructure in public rights of way, caused the introduction and passage of HB687, captioned the "Advanced Wireless Infrastructure Deployment Act".

This legislation added a new subsection (7) to §337.401, relating to use of public rights of way ("ROW") for wireless above ground infrastructure and adopted certain infrastructure definitions that are diametrically opposite of the federal definitions, primarily in an effort to bootstrap the tower industry (which are not "wireless service providers") into the same category as actual wireless service providers like ATT, Verizon, etc., to obtain some of the protections of that industry provided by the 1996 Telecommunications Act. Hence, tower owners like Mobilitie, Crown Castle International and American Tower can register as "communications providers" under state law and submit applications for certain type of infrastructure and be treated the same as AT&T, T-Mobile and Verizon (regardless of whether they have a launch tenant for the proposed tower).

The list below identifies some of the key elements of HB 687 that the County and Cities in Nassau County will need to (A) integrate into local regulations and (B) apply in connection with the processing of wireless infrastructure applications within a county or municipal ROW:

- HB 687 only applies to small cells, as defined in the legislation – not macro towers and not macro cell sites on poles in the ROW.
- If the applicant meets the small cell parameters as defined, a County or City cannot deny an application, but can require concealment of the facility and landscaping/screening of the ground equipment.
- Local government agencies must charge everyone installing "collocations" on utility poles the same fee.
- Rent or use fee is allowed up to \$150 per new pole in ROW per year.
- Applicant can submit up to 30 sites on a single application.
- Applicant can modify an existing utility pole up to 10' above the existing height of the pole to add their equipment.
- New poles cannot exceed either the height of the tallest pole within 500' linear feet from site or 50' AGL unless local government chooses to waive this provision.

Unknown is the effect of Section 6409 on this infrastructure once built. The state law requires communities allow the installation of initial wireless services on utility poles. Once installed, you now have a new pole that is fifty feet (50') (Forty feet (40') original height plus the ten feet (10') addition permitted by state law). Along comes a second applicant wanting to put their equipment on the same pole (assuming it can handle it structurally). Section 6409 says the second applicant is entitled to use that structure and increase it another ten percent (10%) or ten feet (10') (within a ROW) and you "shall approve and may not deny" such an application if they meet the other "non-substantial change" parameters. So the end result could potentially be a sixty foot (60') structure in the ROW with two (or more) wireless facilities on it (fortunately, Section 6409 permits only a one time increase in height). This is another reason to require concealment of ROW wireless infrastructure because one of the Section 6409 "substantial change" conditions is that the modification/addition doesn't have the effect of destroying or defeating the existing "concealment" technology being utilized.

Comments On Existing County Ordinance

The County's existing tower and antenna ordinance provides a comprehensive approach to regulating towers and antenna throughout the County. The definitions and application review process portions of the Ordinance do need amending to address the most recent Federal and State definitions application process timelines. **Section 28.19 (3)(b) 4.** states Antenna to be located on existing structure in public road rights-of-way may only be located in collector, arterial or limited access road rights-of-way. The recent adoption and implementation of §337.401(7) now prohibits the County from having this type of restriction in the Ordinance.

Camouflaged structures in certain zoning districts are encouraged over non-concealed type wireless infrastructure through the administrative approval process. Towers that are not concealed must get approval of a conditional use permit. Having a more arduous process for

the less desirable infrastructure is one method to have the industry deploy the more preferable type of equipment. Presently, the number of camouflaged structures is minimal and only in the Island Study Area. Requiring applicants to demonstrate why non-concealed towers are a necessity over camouflaged facilities should be added to the Ordinance. Doing so may give the County more leverage to deny non-concealed towers.

Residential areas are going to need wireless towers and base stations. The County Ordinance does not clearly state the process for new towers in these zoning districts and this should be amended to promote the type and development standards of this infrastructure in residential districts.

Polling Results

Between August 15 - 17, 2017 Nassau County and the City of Fernandina Beach held a series of Initial Public Outreach meetings. These meetings were held at James S. Page Government Complex in Yulee; American Beach Community Center in Fernandina Beach and the Callahan Fairground Multi-Purpose Facility in Callahan. At each of these meetings CityScape presented:

- The history of the wireless industry and typical types of infrastructure;
- An introduction to the mapping process including network coverage from existing wireless facilities illustrating network gaps and theoretical propagation coverage maps;
- An overview of the federal and state regulations pertaining to wireless infrastructure.

The presentation concluded with a wireless communication survey during which attendees were invited to cast a vote on the types of wireless communication infrastructure they thought was preferable in the five different study areas. After the meetings online polling continued and was available via the County's web site along with paper copies available at the County offices. A summary of the fifty-seven (57) participants is as follows with an at a glance look in **Tables 7 and 8:**

1. Fifty-five percent (55%) of all voters felt the wireless network coverage was just generally acceptable where they live with seventeen percent (17%) of residents in the Unincorporated Area West of I-95 indicating coverage was unacceptable where they live.
2. Over fifty-six percent (56%) of all voters feel the wireless network coverage when traveling within Nassau County is only moderately acceptable.
3. The preference in the non-concealed category was the monopole by an average of fifty percent (50%) over the lattice or guyed tower for all five-study areas; but almost sixty percent (60%) of the voters that live in the Unincorporated Area West of I-95 preferred the lattice tower for their area.

4. Light stanchions, which is the use of existing outdoor lights at ballparks and schools, was generally preferred over tower wraps and painted towers with many casting a “no preference” vote as their second choice in all areas.
5. For concealed type towers the preferences are as follows:
 - Overall the majority voted for flagpoles for the Incorporated Area and for slick sticks in the Unincorporated Areas. However, the residents of those areas voted differently. In fact, the residents of the Incorporated Island Area have a fifty/fifty split preference between the slick stick and no preference; the Unincorporated Area East of I-95 was slightly higher for slick sticks; and the citizenry from the Unincorporated Area West of I-95 have a slight “no preference” over the flagpole.
 - There was not a distinct variation between the total votes and the votes of those stakeholders that live in the actual areas in relationship to the clock tower, banner pole and faux dormer options with the exception of the Incorporated Island Area. For this area the overall survey showed a preference of the clock tower but the residents in that area preferred the faux dormer. The Incorporated Non-Island Area preferred the clock tower while the Unincorporated Island and Unincorporated Area East of I-95 voters prefer the clock tower. The Unincorporated Area West of I-95 voters preferred the banner pole.
 - The monopine (faux tree) was preferable over the faux fire tower and silo in all of the study areas except for the Unincorporated Island Area where forty-seven percent (47%) cast a “None of these” vote followed by eighteen percent (18%) voting for the faux tree.
6. Regarding the use of high tension electric transmission poles, 56 percent (56%) in the Incorporated Island have “no preference”, 56 percent (56%) in the Unincorporated Island Area like none of these options and the majority of voters from the Unincorporated Areas East and West of I-95 prefer the additional pole in the utility easement.
7. Regarding base stations, all individual study area voters preferred concealed antenna mounted above the rooftop over non-concealed base stations inside their respective study areas.
8. The majority of votes prefer concealed small wireless facilities to semi-concealed and non-concealed facilities.

NON-CONCEALED TOWERS	MONOPOLE LATTICE GUY	ELECTRIC TRANSMISSION LINES	BASE STATION	SMALL CELL
Incorporated Island	Overall/Residents: Monopole	Residents: No Preference Overall: Attachment	Overall: Concealed	Overall: Concealed
Incorporated Non-Island	Overall: Monopole	Overall: New Pole in Utility Easement	Overall: Non-Concealed	Overall: Concealed
Unincorporated Island	Overall/Residents: Monopole	Residents: None Overall: Attachment	Overall/Residents: Concealed	
Unincorporated Non-Island East of I-95	Overall/Residents: Monopole	Overall: New Pole in Utility Easement	Residents: Concealed Overall No Preference	
Unincorporated Non-Island West of I-95	Overall: Monopole Residents: Lattice	Residents: New Pole in Utility Easement Overall: No Preference		

Table 7: Non-Concealed Tower Preference Polling Results At A Glance

CONCEALED AND PARTIALLY CONCEALED TOWERS	LIGHT STANCHION WRAPPED POLE PAINTED POLE	FLAGPOLE SLICK STICK 3-LEGGED POLE	CLOCK TOWER BANNER POLE FAUX DORMER	FAUX TREE FAUX FIRE TOWER FAUX SILO
Incorporated Island	Residents: No preference Overall: Light Stanchion	Residents: ½ Slick Stick and ½ No Preference Overall: Flagpole	Residents: Faux Dormer Overall: Clock Tower	Overall: Faux Tree
Incorporated Non-Island	Overall: Light Stanchion	Overall: Flagpole	Overall: Clock Tower	Overall: Faux Tree
Unincorporated Island	Overall: Light Stanchion	Overall: Flagpole	Overall: Clock Tower	Residents: None of These Overall: No Preference
Unincorporated Non-Island East of I-95	Overall: Light Stanchion	Overall: Slick Stick	Residents: Clock Tower Overall: Banner Pole	Overall: Faux Tree
Unincorporated Non-Island West of I-95	Overall: Light Stanchion	Overall: No Preference	Residents: Banner Pole Overall: No Preference	Overall: Faux Tree

Table 8: Concealed And Partially Concealed Tower Preference Polling Results At A Glance

Proposed Policy Changes

The definitions sections of the County and City land development regulations require updates to track the new and revised definitions in both Federal and State regulations. Unfortunately, many definitions for wireless infrastructure in Florida statutes are inconsistent with the Federal definitions for the same item and certain State statutes are only applicable to small wireless facilities in the ROW. For this reason, the proposed ordinance includes two sets of definitions: one, for communications facilities within a public ROW and a second for communication facilities not located in rights-of way.

A second distinguishing change to the existing code is the inclusion of regulations addressing deployment of small wireless facilities within the ROW. Some local governments in Florida have opted to locate regulations for small cells in the ROW in parts of their code that deal specifically with street design standards and other related activities specific to sidewalks and streets. However, keeping all wireless deployment regulations in one section of the Code can help manage the

installations of all wireless infrastructure and prevent small cells from inadvertently being permitted without planning review as afforded local governments in Florida statutes.

Based on the community's responses to the polling questions the preferred wireless structure types are generally 1) concealed; 2) non-concealed light stanchions; and 3) the monopole. The overall preference is a dual-purpose concealed tower. A dual-purpose tower is a structure built to serve two primary purposes; one of which is a wireless facility. Examples of these include, but are not limited to, clock towers, flagpoles, light poles and faux trees as shown in [Figure 37](#).

The survey results also showed that overall concealed antennas mounted on existing base stations and concealed new base stations are preferred over non-concealed base stations. Non-residential locations are preferred over residential areas because such facilities would be less noticeable and more accepted by the public.

In response to the polling results, it is recommended the County and City add a preferred infrastructure type list to the zoning ordinance. The most preferred option is listed first with the least preferred option last. When a lower ranked alternative is proposed the applicant must demonstrate through relevant information why the higher ranked options are not technically feasible, practical or justified given the location of the proposed facilities. This includes, but is not limited to, an affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the established preferences within the geographic search area and by clear and convincing evidence it is not possible. The applicant must provide such evidence in its application in order for the application to be considered complete.

The zoning matrix is a table that lists the zoning districts, the various types of wireless facilities and which type of facility is allowed in each zoning district and the review process applicable to that request. The rest of the regulations in the code provide for land use development standards to the greatest extent permitted by applicable Florida and Federal regulations. The purpose and intent of the regulations is to minimize adverse visual effects of wireless facilities through thoughtful design and siting strategies by the entire wireless infrastructure industry, including service providers, infrastructure developer, contractor, owner or management organization.



Figure 37: Nassau County Overall Preference Examples

Potential Public Properties as Fill In Sites for Network Gaps

When publicly owned non ROW property is used for wireless infrastructure the County or City become the landlord and has ultimate control over the design, placement and maintenance of the infrastructure. Many creative concealment techniques are available to the infrastructure industry and some are more aesthetically pleasing and practical than other types. As local government adopts preferred design standards for publicly owned property, these installations become the precedent and standard for future sites developed within the County or City's zoning jurisdiction. Leasing public properties for new wireless infrastructure can also generate new sources of revenue along with creating assets for the County or City. Additionally, there could be potential availability on the new infrastructure for the use of emergency services and public safety communications equipment.

It is recommended the County and City set a preference list of publicly owned locations and types of infrastructure to be used to fill in the identified network service gaps. The overall goal of this list is to allow the County and City the most discretion in location and design so the wireless facilities are as inconspicuous as possible and fits within the surrounding aesthetics.



APPENDIX A

EXISTING INVENTORY

Inventory Catalog of Existing Infrastructure

Procedure

CityScape's assessment process began by conducting extensive online research and collecting assessment data from numerous sources, including but not limited to, City and County wireless infrastructure permits, FCC registration and wireless service provider and tower owner direct information. Once the assessment data was collected CityScape prepared mapping using the GIS shape files provided by the County. CityScape assessed each individual site by visiting each location and acquired all available information about the facility including ownership, tenants, type of structure, condition of site, signage etc. All information was assembled into a data table to create the following inventory.

Evaluation

Each site was inspected for verification of all data and overall site notations are included in the inventory. CityScape made an observation by visual inspection only, whether each support structure has the space to accommodate potential collocations by means of antennas, ancillary equipment and other wireless antenna platform(s) as noted for each facility. In this consideration and prior to mounting any new equipment, CityScape recommends the structure be fully analyzed by a structural engineer for its structural capability to support any proposed addition or collocation(s).

Representation

The infrastructure is listed in numeric order and shown on the map in Figure 1. Colored dots represent specific types of wireless infrastructure as follows:

- Macro tower outside the right-of-way
- Concealed macro tower
- Tower outside the study area
- Rooftop base station
- Water tank base station
- Small cell tower inside the right-of-way
- Small cell base station inside the right-of-way

A catalog of the wireless infrastructure inventory includes a photograph and vicinity map of each tower tower or base station, along with detailed information from all data as referenced.

Nassau County Tower and Base Station Inventory

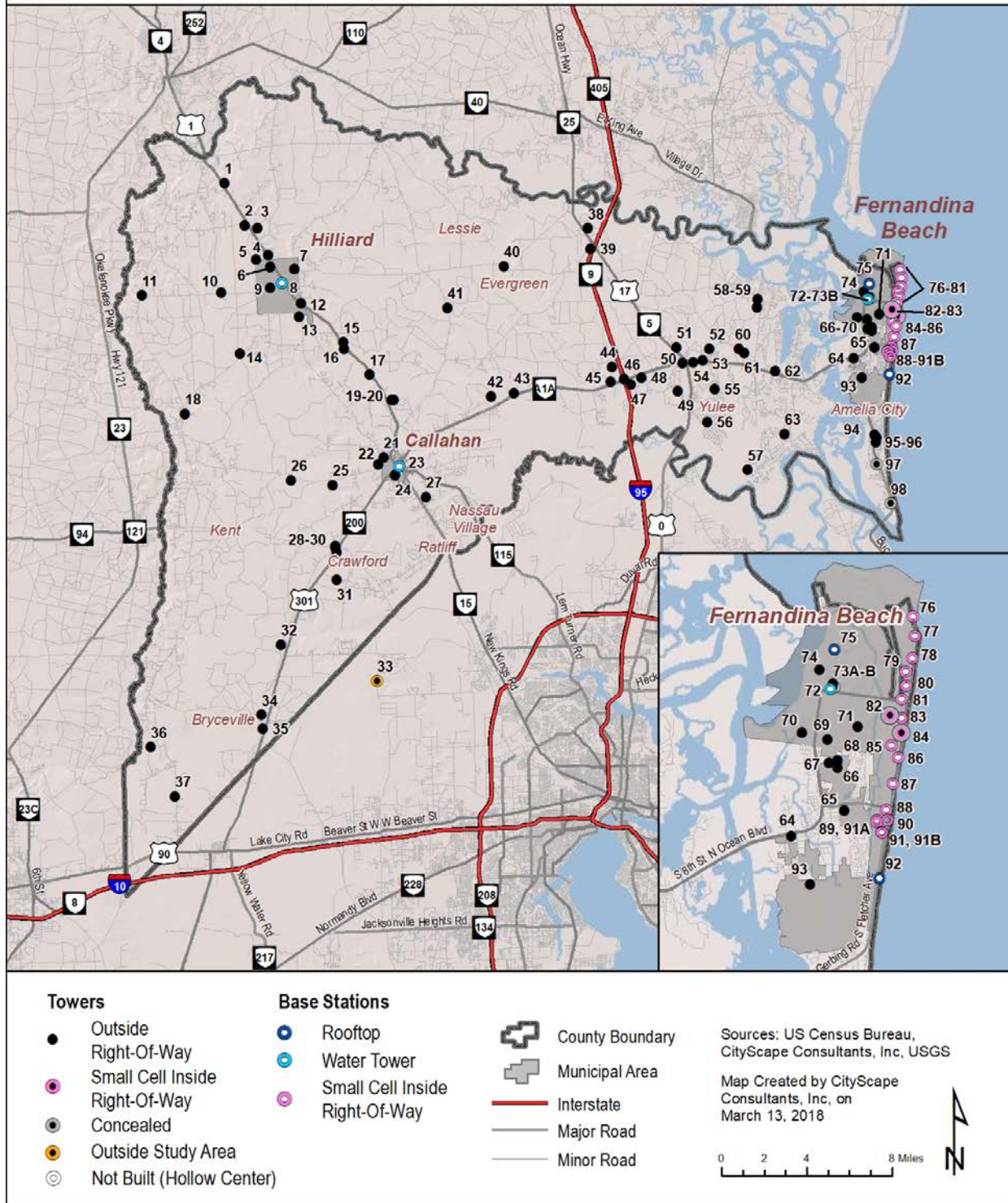


Figure 14: Nassau County Tower and Base Station Inventory

SITE 1:
554400 US Highway 1, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	41-4N-23-1210-0005-0000
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	415246
FACILITY OWNER SITE NAME:	Hilliard FL SQA	FCC ASR:	1261896
LATITUDE:	30-45-30.600 N	LONGITUDE:	81-57-44.600 W
HEIGHT:	260'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Verizon		
COMMENTS:	None		

SITE 2:
173033 Andrews Road, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	30-4N-24-0000-0003-0040
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	9117
FACILITY OWNER SITE NAME:	Hilliard FL	FCC ASR:	1027629
LATITUDE:	30-43-46.400 N	LONGITUDE:	81-56-49.800 W
HEIGHT:	301'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Windstream		
COMMENTS:	None		

SITE 3:
28332 Sawmill Road, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	32-4N-24-2020-0001-0010
FACILITY OWNER:	River City Broadcasting LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Not Listed	FCC ASR:	1240070
LATITUDE:	30-43-38.700 N	LONGITUDE:	81-56-13.500 W
HEIGHT:	420'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Broadcast		
COMMENTS:	No site identification at the facility.		

SITE 4:
27051 Hallman Road, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Commercial Intensive	PARCEL PIN#:	05-3N-24-2360-0001-0010
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	844136
FACILITY OWNER SITE NAME:	Hilliard	FCC ASR:	1212253
LATITUDE:	30-42-32.670 N	LONGITUDE:	81-55-45.239 W
HEIGHT:	180'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 5:
271511 Georgia Street, Hilliard

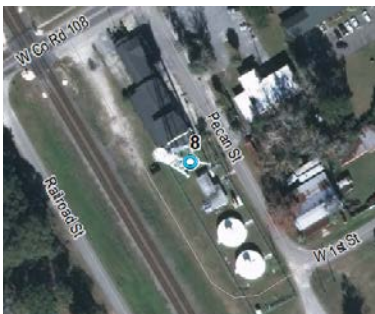

ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Incorporated	PARCEL PIN#:	05-3N-24-2020-0009-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812681
FACILITY OWNER SITE NAME:	North Hilliard JKV088	FCC ASR:	1245048
LATITUDE:	30-42-20.747 N	LONGITUDE:	81-56-20.071 W
HEIGHT:	192'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	None		
COMMENTS:	Tower has no active service providers on site.		

SITE 6:
371105 Oxford Street, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Incorporated	PARCEL PIN#:	05-3N-24-2340-0006-0010
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	302821
FACILITY OWNER SITE NAME:	Hilliard FL 2	FCC ASR:	1218797
LATITUDE:	30-42-2.300 N	LONGITUDE:	81-55-40.080 W
HEIGHT:	254'	COLLOCATION N POTENTIAL:	3
SERVICE PROVIDERS:	County PSRS, ITT, Metro PCS, Nextel, Verizon		
COMMENTS:			

SITE 7:
37075 Aviation Lane, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Incorporated	PARCEL PIN#:	09-3N-24-0000-0002-0000
FACILITY OWNER:	FAA	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	1250825
LATITUDE:	30-41-56.219 N	LONGITUDE:	81-54-31.140 W
HEIGHT:	249'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	No PWSF, FAA Microwave		
COMMENTS:			

SITE 8:
3748 Pecan Street, Hilliard


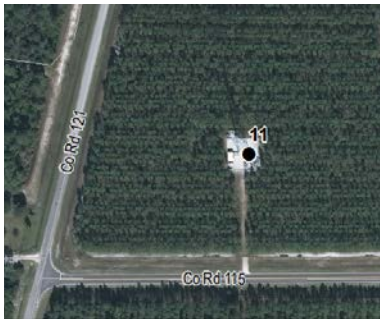
ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Base Station	TYPE:	Water Tank
ZONING:	Incorporated	PARCEL PIN#:	09-3N-24-0000-0034-0000
FACILITY OWNER:	Town of Hilliard	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:		FCC ASR:	1050356
LATITUDE:	30-41-22.000 N	LONGITUDE:	81-55-8.400 W
HEIGHT:	105'	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	T-Mobile		
COMMENTS:			

SITE 9:
1 Flashes Avenue, Hilliard


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Incorporated	PARCEL PIN#:	08-3N-24-2380-0142-0010
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	HILLIARD-755	FCC ASR:	1243755
LATITUDE:	30-41-11.800 N	LONGITUDE:	81-55-41.099 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 10:
27077 Pee Wee Lane, Hilliard


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Open Rural	PARCEL PIN#:	12-3N-23-2020-0017-0000
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	HILLIARD-855	FCC ASR:	1262855
LATITUDE:	30-41-1.897 N	LONGITUDE:	81-58-0.417 W
HEIGHT:	145'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	None		
COMMENTS:	Tower appears to be abandoned.		

SITE 11:
170226 Bay Road, Hilliard


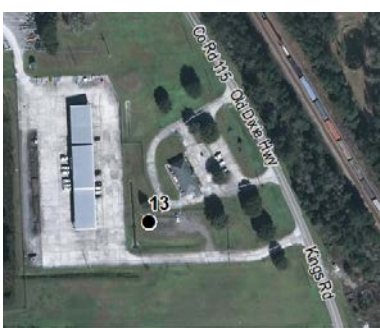
ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	39-3N-23-2080-0005-0000
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	415524
FACILITY OWNER SITE NAME:	Weinaug Woodlands Inc	FCC ASR:	1260953
LATITUDE:	30-40-58.200 N	LONGITUDE:	82-1-45.000 W
HEIGHT:	257'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 12:
3724 Clint Drive, Hilliard


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	15-3N-24-0000-0005-0000
FACILITY OWNER:	Division of Forestry	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:		FCC ASR:	
LATITUDE:	30-40-33.300 N	LONGITUDE:	81-54-13.400 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Division of Forestry		
COMMENTS:	No PWSF on existing tower.		

SITE 13: 458414 Old Dixie Highway, Hilliard

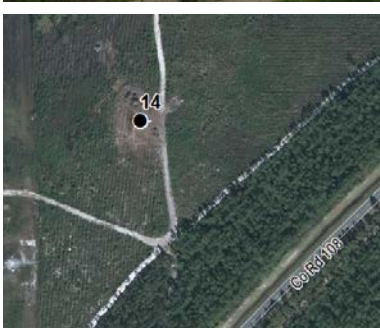
SITE 13: 458414 Old Dixie Highway, Hilliard



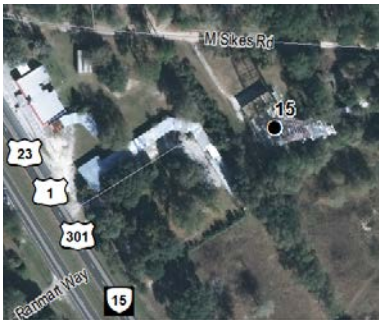
ELIGIBLE:	No	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Industrial Warehouse	PARCEL PIN#:	21-3N-24-2020-0061-0020
FACILITY OWNER:	Okefenoke Rural Electric Membership Corporation	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:		FCC ASR:	1227245
LATITUDE:	30-40-0.197 N	LONGITUDE:	81-54-19.455 W
HEIGHT:	118'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	No PWSF, Microwave		
COMMENTS:			

SITE 14: 15200 CR 108, Hilliard

SITE 14: 15200 CR 108, Hilliard



ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	30-3N-24-2020-0009-0000
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	415525
FACILITY OWNER SITE NAME:	CCRC Woodlands	FCC ASR:	1287708
LATITUDE:	30-38-31.930 N	LONGITUDE:	81-57-9.170 W
HEIGHT:	250'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 15:
36122 M Sikes Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	37-3N-24-0000-0004-0000
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	88439
FACILITY OWNER SITE NAME:	Hilliard - AT&T ACQ	FCC ASR:	1032478
LATITUDE:	30-38-54.643 N	LONGITUDE:	81-52-14.480 W
HEIGHT:	357'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Sprint, State of FL, Verizon, Windstream		
COMMENTS:	Lattice tower with guy wire supports.		

SITE 16:
36351 JW Elliott Drive, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	37-3N-24-0000-0013-0020
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812978
FACILITY OWNER SITE NAME:	South Hilliard (USI)	FCC ASR:	Not Required
LATITUDE:	30-38-37.900 N	LONGITUDE:	81-52-13.700 W
HEIGHT:	153'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 17:
544747 US Highway 1, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	37-3N-24-0000-0013-0020
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	874097
FACILITY OWNER SITE NAME:	Sauls Road	FCC ASR:	1216788
LATITUDE:	30-37-34.212 N	LONGITUDE:	81-51-3.096 W
HEIGHT:	300'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	T-Mobile		
COMMENTS:	Could not access; got info from Crown Castle International.		

SITE 18:
23955 CR 121, Hilliard


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	10-2N-23-0000-0014-0010
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	415526
FACILITY OWNER SITE NAME:	Clyde Mizell	FCC ASR:	1263149
LATITUDE:	30-36-5.350 N	LONGITUDE:	81-59-48.491 W
HEIGHT:	249'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 19:
46281 Landfill Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Government/ Public Use	PARCEL PIN#:	08-2N-25-0000-0002-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	844123
FACILITY OWNER SITE NAME:	Callahan	FCC ASR:	1272260
LATITUDE:	30-36-32.130 N	LONGITUDE:	81-49-59.610 W
HEIGHT:	280'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 20:
46351 Landfill Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Government/ Public Use	PARCEL PIN#:	08-2N-25-0000-0002-0000
FACILITY OWNER:	State of FL Dept of General Services	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	1030776
LATITUDE:	30-36-30.849 N	LONGITUDE:	81-49-55.476 W
HEIGHT:	420'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	No PWSF		
COMMENTS:	Did not see FAA number posted at site.		

SITE 21:
450155 Old Dixie Highway, Callahan


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Government/ Public Use	PARCEL PIN#:	19-2N-25-0000-0122-0000
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	Not Required
LATITUDE:	30-34-10.400 N	LONGITUDE:	81-50-27.000 W
HEIGHT:	100'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	None		
COMMENTS:			

SITE 22:
616666 River Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	30-2N-25-0000-0020-0020
FACILITY OWNER:	SpectraSite/ American Towers Corporation	FACILITY OWNER ID:	303045
FACILITY OWNER SITE NAME:	Callahan	FCC ASR:	1050954
LATITUDE:	30-33-54.000 N	LONGITUDE:	81-50-41.100 W
HEIGHT:	268'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Metro PCS, T-Mobile, Windstream		
COMMENTS:			

SITE 23:
542302 US Highway 1, Callahan


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Base Station	TYPE:	Water Tank
ZONING:	Incorporated	PARCEL PIN#:	29-2N-25-0000-0015-0010
FACILITY OWNER:	Global Wireless	FACILITY OWNER ID:	9JK0256
FACILITY OWNER SITE NAME:	Callahan	FCC ASR:	Not Required
LATITUDE:	30-33-47.800 N	LONGITUDE:	81-49-42.300 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	Unknown		
COMMENTS:	Could not access compound to determine PWSF providers.		

SITE 24:
1 Warrior Drive, Callahan


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Incorporated	PARCEL PIN#:	29-2N-25-3200-0005-0000
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Callahan-662	FCC ASR:	1262662
LATITUDE:	30-33-26.500 N	LONGITUDE:	81-49-55.301 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Trillium Broadband?		
COMMENTS:			

SITE 25:
34586 Ballpark Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Government/ Public Use	PARCEL PIN#:	35-2N-24-0000-0001-0010
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	
FACILITY OWNER SITE NAME:	Callahan-656	FCC ASR:	1262656
LATITUDE:	30-33-4.399 N	LONGITUDE:	81-52-52.702 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 26:
612448 River Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	28-2N-24-0000-0003-0010
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	FL09483-S
FACILITY OWNER SITE NAME:	West Callahan	FCC ASR:	1259577
LATITUDE:	30-33-18.191 N	LONGITUDE:	81-54-50.242 W
HEIGHT:	280'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 27:
44304 Keme Road, Callahan


ELIGIBLE:	No	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	33-2N-25-0000-0013-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812472
FACILITY OWNER SITE NAME:	Lem Turner JKV087	FCC ASR:	Not Required
LATITUDE:	30-32-30.721 N	LONGITUDE:	81-48-28.249 W
HEIGHT:	182'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 28:
33588 Woods Lane, Callahan

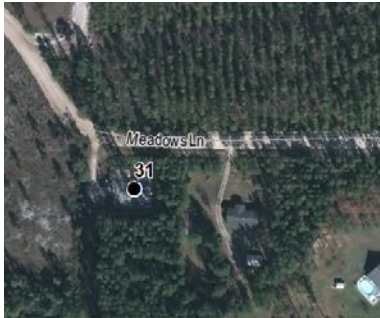

ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	11-1N-24-2180-0058-0030
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	FL 05843-S
FACILITY OWNER SITE NAME:	Crawford	FCC ASR:	1221380
LATITUDE:	30-30-33.900 N	LONGITUDE:	81-52-48.400 W
HEIGHT:	255'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Sprint, Verizon		
COMMENTS:			

SITE 29:
Crawford Road Ext, Callahan

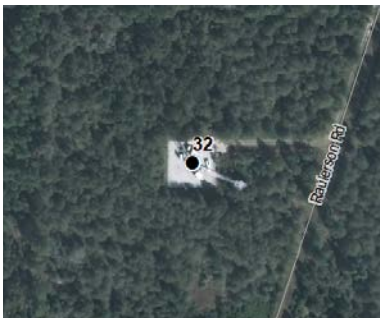

ELIGIBLE:	No	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	14-1N-24-2180-0071-0020
FACILITY OWNER:	Unknown	FACILITY OWNER ID:	
FACILITY OWNER SITE NAME:		FCC ASR:	Not Required
LATITUDE:	30-30-31.830 N	LONGITUDE:	81-52-47.571 W
HEIGHT:	150'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Microwave		
COMMENTS:	No site identification posted on this tower.		

SITE 30:
34125 Pickett Family Court, Callahan


ELIGIBLE:	No	LOCATION:	Public Property or ROW?
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	14-1N-24-2180-0097-0000
FACILITY OWNER:	FAA	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:		FCC ASR:	
LATITUDE:	30-30-19.45 N	LONGITUDE:	81-52-45.06 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	FAA		
COMMENTS:	Found tower during assessment process; very little information posted on site.		

SITE 31:
33386 Meadows Lane, Callahan


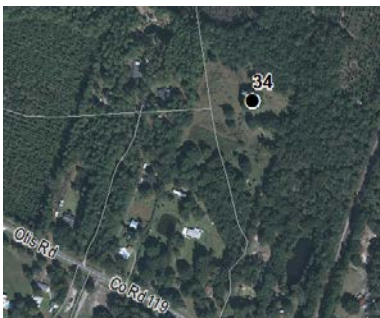
ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	23-1N-24-2180-1296-0020
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	803657
FACILITY OWNER SITE NAME:	FL 301 North Bellsouth	FCC ASR:	1227772
LATITUDE:	30-29-11.300 N	LONGITUDE:	81-52-44.900 W
HEIGHT:	255'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	Cingular, Metro PCS, T-Mobile		
COMMENTS:			

SITE 32:
11701 Old North Trail, Bryceville


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	05-1S-24-0000-0004-0150
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	302641
FACILITY OWNER SITE NAME:	Dahoma	FCC ASR:	1056757
LATITUDE:	30-26-34.699 N	LONGITUDE:	81-55-27.480 W
HEIGHT:	250'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	County PSRS, Nextel, Sprint		
COMMENTS:			

SITE 33:
Diamond C Lane, Jacksonville


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Unknown	PARCEL PIN#:	DUVAL COUNTY
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812215
FACILITY OWNER SITE NAME:	Garden Street	FCC ASR:	1028618
LATITUDE:	30-25-2.300 N	LONGITUDE:	81-50-56.100 W
HEIGHT:	253'	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 34:
8369 Spike Place, Bryceville


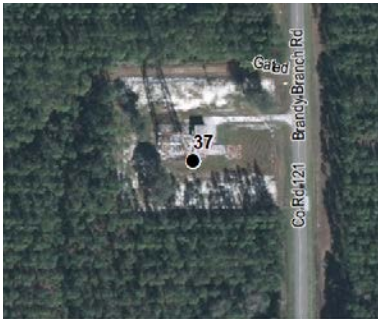
ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	19-1S-24-0000-0003-0030
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	FL 05844
FACILITY OWNER SITE NAME:	Bryceville	FCC ASR:	1220188
LATITUDE:	30-23-43.390 N	LONGITUDE:	81-56-26.459 W
HEIGHT:	250'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	T-Mobile, Verizon		
COMMENTS:			

SITE 35:
6504 Church Avenue, Bryceville


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:		PARCEL PIN#:	30-1S-24-0000-0003-0010
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	
FACILITY OWNER SITE NAME:	Bryceville-655	FCC ASR:	
LATITUDE:	30-23-9.899 N	LONGITUDE:	81-56-22.301 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 36:
1287 Boyd Road, Bryceville


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	32-1S-23-0000-0002-0000
FACILITY OWNER:	West Jacksonville Baptist Church	FACILITY OWNER ID:	
FACILITY OWNER SITE NAME:		FCC ASR:	1236519
LATITUDE:	30-22-28.800 N	LONGITUDE:	82-1-41.200 W
HEIGHT:	499'	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	WJGM		
COMMENTS:			

SITE 37:
5102 CR 121, Bryceville


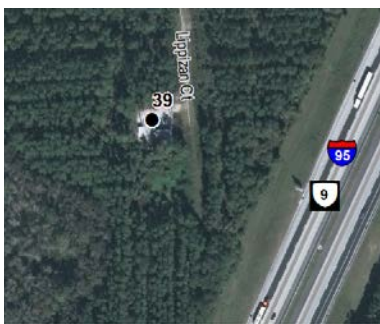
ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	09-2S-23-0000-0001-0010
FACILITY OWNER:	Yellow Water Land & Timber	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	1027945
LATITUDE:	30-20-27.000 N	LONGITUDE:	82-0-35.000 W
HEIGHT:	307'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	None		
COMMENTS:			

SITE 38:
852500 US Highway 17, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Industrial Warehouse	PARCEL PIN#:	35-4N-26-0000-0001-0010
FACILITY OWNER:	SpectraSite/ American Towers Corporation	FACILITY OWNER ID:	303044
FACILITY OWNER SITE NAME:	Gross FL	FCC ASR:	1050953
LATITUDE:	30-43-23.981 N	LONGITUDE:	81-40-33.769 W
HEIGHT:	250'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 39:

Near 77005 Lippizan Court, Yulee



ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	02-3N-26-0000-0001-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812402
FACILITY OWNER SITE NAME:	I-95 NORTH	FCC ASR:	1028640
LATITUDE:	30-42-32.900 N	LONGITUDE:	81-40-26.602 W
HEIGHT:	202'	COLLOCATION POTENTIAL:	1-3
SERVICE PROVIDERS:	AT&T, T-Mobile		
COMMENTS:			

SITE 40:

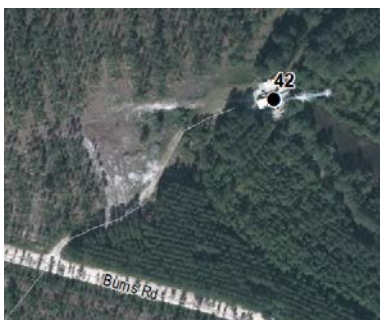
57086 Lazy Aces Lane, Yulee



ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	44-3N-26-0000-0001-0000
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	9015
FACILITY OWNER SITE NAME:	Jacksonville North I-95	FCC ASR:	1037538
LATITUDE:	30-41-54.900 N	LONGITUDE:	81-44-33.800 W
HEIGHT:	263'	COLLOCATION POTENTIAL:	1-2
SERVICE PROVIDERS:			
COMMENTS:	Microwave backhaul for American Tower Corporation.		

SITE 41:
462500 Middle Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	22-3N-25-0000-0001-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	811859
FACILITY OWNER SITE NAME:	Callahan	FCC ASR:	1028644
LATITUDE:	30-40-15.200 N	LONGITUDE:	81-47-18.000 W
HEIGHT:	260'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 42:
55500 Burns Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	12-2N-25-0000-0001-0000
FACILITY OWNER:	SpectraSite/ American Towers Corporation	FACILITY OWNER ID:	302698
FACILITY OWNER SITE NAME:	Burns Road	FCC ASR:	1028873
LATITUDE:	30-36-35.900 N	LONGITUDE:	81-45-17.800 W
HEIGHT:	423'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T, Metro PCS, Verizon		
COMMENTS:			

SITE 43:
56905 Griffin Road, Callahan


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	07-2N-26-0000-0001-0010
FACILITY OWNER:	Florida Power and Light Company	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	#110	FCC ASR:	1061071
LATITUDE:	30-36-43.000 N	LONGITUDE:	81-44-13.000 W
HEIGHT:	320'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:			
COMMENTS:	Maybe Florida Power and Light Company		

SITE 44:
76164 Wildwood Road, Yulee

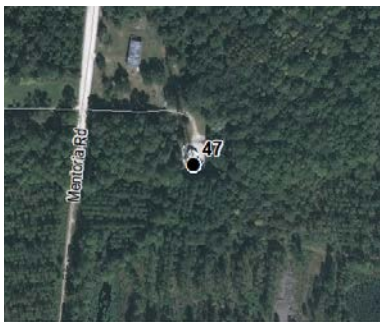

ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	39-2N-26-0000-0001-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	809377
FACILITY OWNER SITE NAME:	Hero J-FL-045-116	FCC ASR:	1000462
LATITUDE:	30-37-42.532 N	LONGITUDE:	81-39-33.109 W
HEIGHT:	256'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	T-Mobile Verizon		
COMMENTS:			

SITE 45:
76059 Wildwood Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	01-2N-26-0000-0006-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	800818
FACILITY OWNER SITE NAME:	talia	FCC ASR:	1210177
LATITUDE:	30-37-5.700 N	LONGITUDE:	81-39-37.800 W
HEIGHT:	296'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 46:
462521 SR 200, Yulee


ELIGIBLE:	Yes	LOCATION:	FL DOT ROW?
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	ROW	PARCEL PIN#:	I95 ROW
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	302911
FACILITY OWNER SITE NAME:	Yulee Heights	FCC ASR:	1060072
LATITUDE:	30-37-12.760 N	LONGITUDE:	81-38-58.531 W
HEIGHT:	229'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	Florida Department of Transportation		
COMMENTS:	FDOT microwave on tower.		

SITE 47:
75806 Mentoria Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	06-2N-27-0000-0005-0040
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	303078
FACILITY OWNER SITE NAME:	Becker FL 1	FCC ASR:	1050967
LATITUDE:	30-36-58.000 N	LONGITUDE:	81-38-40.300 W
HEIGHT:	262'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Metro PCS, Sprint		
COMMENTS:			

SITE 48:
462684 SR 200, Yulee

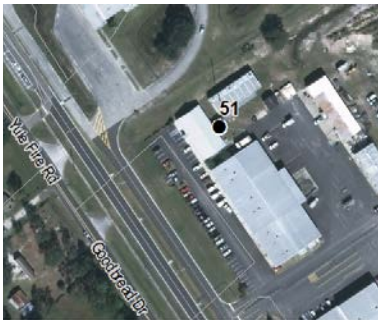

ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Government/ Public Use	PARCEL PIN#:	44-2N-27-0000-0001-0110
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	844137
FACILITY OWNER SITE NAME:	Yulee	FCC ASR:	1029358
LATITUDE:	30-37-15.200 N	LONGITUDE:	81-38-9.100 W
HEIGHT:	303'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T, Nassau County PSRS,		
COMMENTS:			

SITE 49:
85581 North Harts Road, Yulee


ELIGIBLE:	Unknown	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	09-2N-27-0000-0001-0000
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	24515
FACILITY OWNER SITE NAME:	Yulee	FCC ASR:	1206280
LATITUDE:	30-36-39.971 N	LONGITUDE:	81-36-26.219 W
HEIGHT:	272'	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Main Street Broadband, T-Mobile		
COMMENTS:			

SITE 50:
86035 Sowell Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Commercial Intensive	PARCEL PIN#:	42-2N-27-0000-0056-0000
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	1251017
LATITUDE:	30-37-49.300 N	LONGITUDE:	81-36-12.400 W
HEIGHT:	230'	COLLOCATION POTENTIAL:	4
SERVICE PROVIDERS:	Metro PCS, Verizon		
COMMENTS:			

SITE 51:
86334 Goodbread Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Open Rural	PARCEL PIN#:	50-3N-27-0000-0001-0030
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Yulee-665	FCC ASR:	1262665
LATITUDE:	30-38-26.801 N	LONGITUDE:	81-36-27.500 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 52:
86370 Pages Dairy Road, Yulee


ELIGIBLE:	No	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Open Rural	PARCEL PIN#:	51-3N-27-0000-0011-0000
FACILITY OWNER:	NexTower LLC	FACILITY OWNER ID:	NXFL-109
FACILITY OWNER SITE NAME:	Timber Ridge	FCC ASR:	1296133
LATITUDE:	30-38-22.099 N	LONGITUDE:	81-34-55.600 W
HEIGHT:	199'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	T-Mobile		
COMMENTS:			

SITE 53:
86207 Felmor Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Government/ Public Use	PARCEL PIN#:	51-3N-27-0000-0055-0000
FACILITY OWNER:	CTI Towers	FACILITY OWNER ID:	11148
FACILITY OWNER SITE NAME:	Yulee-663	FCC ASR:	1262663
LATITUDE:	30-37-55.099 N	LONGITUDE:	81-35-13.898 W
HEIGHT:	80'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 54:
463260 SR 200, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Open Rural	PARCEL PIN#:	42-2N-27-0000-0001-0120
FACILITY OWNER:	JEA	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:		FCC ASR:	Not Required
LATITUDE:	30-37-50.400 N	LONGITUDE:	81-35-40.600 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	Sprint		
COMMENTS:			

SITE 55:
85399 Miner Rad, Yulee

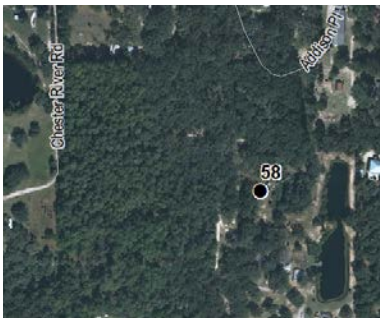

ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Open Rural	PARCEL PIN#:	42-2N-27-0000-0001-0140
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	YULEE-664	FCC ASR:	1262665
LATITUDE:	30-36-43.200 N	LONGITUDE:	81-34-41.300 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 56:
85960 Wilson Neck Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Open Rural	PARCEL PIN#:	43-2N-27-0000-0001-0010
FACILITY OWNER:	JEA	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	Not Required
LATITUDE:	30-35-22.800 N	LONGITUDE:	81-35-4.100 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	No PWSF, likely JEA data transmission facility.		
COMMENTS:			

SITE 57:
85002 Lina Road, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	36-2N-27-0000-0001-0010
FACILITY OWNER:	Vertical Bridge	FACILITY OWNER ID:	FL-5023
FACILITY OWNER SITE NAME:	FM JAX-027	FCC ASR:	1049478
LATITUDE:	30-33-22.990 N	LONGITUDE:	81-33-12.280 W
HEIGHT:	500'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	iHeart Radio, Verizon		
COMMENTS:			

SITE 58:
97121 Po Folks Way, Yulee


ELIGIBLE:	No	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Open Rural	PARCEL PIN#:	42-3N-28-5080-0038-0010
FACILITY OWNER:	Unknown	FACILITY OWNER ID:	
FACILITY OWNER SITE NAME:		FCC ASR:	
LATITUDE:	30-40-21.33 N	LONGITUDE:	81-32-35.47 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	1-2
SERVICE PROVIDERS:	No PWSF		
COMMENTS:	Found tower during assessments with no site identification on site and appears to be abandoned.		

SITE 59:
96750 Lee Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Open Rural	PARCEL PIN#:	44-3N-28-0000-0003-0000
FACILITY OWNER:	NexTower LLC	FACILITY OWNER ID:	NXFL-107
FACILITY OWNER SITE NAME:	Glenwood	FCC ASR:	1296132
LATITUDE:	30-40-1.600 N	LONGITUDE:	81-32-37.399 W
HEIGHT:	199'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	T-Mobile		
COMMENTS:			

SITE 60:
86688 Pages Dairy Road, Yulee

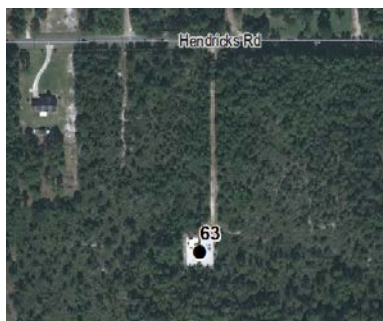

ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	51-3N-27-0000-0001-0120
FACILITY OWNER:	CTI Towers	FACILITY OWNER ID:	81148
FACILITY OWNER SITE NAME:	Yule 2	FCC ASR:	Not Required
LATITUDE:	30-38-20.357 N	LONGITUDE:	81-33-30.738 W
HEIGHT:	60'	COLLOCATION POTENTIAL:	2-3
SERVICE PROVIDERS:	Broadcast		
COMMENTS:			

SITE 61:
86756 Pages Dairy Road, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	51-3N-27-4850-0007-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812807
FACILITY OWNER SITE NAME:	Pages Dairy Rd JKV082	FCC ASR:	1028612
LATITUDE:	30-38-10.300 N	LONGITUDE:	81-33-16.400 W
HEIGHT:	209'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T, T-Mobile		
COMMENTS:			

SITE 62:
464061 SR 200, Yulee


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Open Rural	PARCEL PIN#:	25-2N-28-0000-0002-0010
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	FL15884-A
FACILITY OWNER SITE NAME:	Yulee Heights	FCC ASR:	1038066
LATITUDE:	30-37-23.900 N	LONGITUDE:	81-31-48.600 W
HEIGHT:	247'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	Sprint, T-Mobile, Verizon, WNLE		
COMMENTS:			

SITE 63:
95210 Hendricks Road, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Open Rural	PARCEL PIN#:	32-2N-28-0000-0014-0020
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	FL 09637
FACILITY OWNER SITE NAME:	Nassauville	FCC ASR:	1260529
LATITUDE:	30-34-49.069 N	LONGITUDE:	81-31-25.237 W
HEIGHT:	196'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T, Metro PCS, Verizon		
COMMENTS:			

SITE 64:
3060 S 8th Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Commercial Intensive	PARCEL PIN#:	00-00-30-044B-0096-0030
FACILITY OWNER:	SBA Communications	FACILITY OWNER ID:	FL40894
FACILITY OWNER SITE NAME:	St Patty	FCC ASR:	1254966
LATITUDE:	30-37-51.909 N	LONGITUDE:	81-28-5.385 W
HEIGHT:	150'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	T-Mobile		
COMMENTS:			

SITE 65:
2200 Susan Drive, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Incorporated	PARCEL PIN#:	29-3N-28-0000-0004-0010
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	1262659
LATITUDE:	30-38-16.600 N	LONGITUDE:	81-27-4.400 W
HEIGHT:	60'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 66:
1600 S 14th Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	No zoning Between Commercial Intensive and Incorporated	PARCEL PIN#:	25-3N-28-0000-0001-0000
FACILITY OWNER:	Insite	FACILITY OWNER ID:	FL702
FACILITY OWNER SITE NAME:	Fernandina Beach	FCC ASR:	1227149
LATITUDE:	30-38-58.800 N	LONGITUDE:	81-27-12.400 W
HEIGHT:	177'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	Comcast		
COMMENTS:			

SITE 67:
1559 S 14th Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Commercial Intensive	PARCEL PIN#:	00-00-30-0800-0004-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	870926
FACILITY OWNER SITE NAME:	Fernandina Beach (14th St)	FCC ASR:	1030999
LATITUDE:	30-39-3.200 N	LONGITUDE:	81-27-22.399 W
HEIGHT:	230'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	County PSRS, Metro PCS, Sprint, T-Mobile, Verizon		
COMMENTS:	Some racks are without antenna so one of the providers may have moved off the tower.		

SITE 68:
1412 Nectarine Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Commercial Intensive	PARCEL PIN#:	00-00-31-1800-0267-0010
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	844001
FACILITY OWNER SITE NAME:	Fernandina Beach	FCC ASR:	1029321
LATITUDE:	30-39-6.278 N	LONGITUDE:	81-27-12.100 W
HEIGHT:	180'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 69:
1112 Jasmine Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1800-0212-0010
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Fernandina Beach-661	FCC ASR:	1262661
LATITUDE:	30-39-26.201 N	LONGITUDE:	81-27-23.699 W
HEIGHT:	100'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 70:
1005 S 5th Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Lattice
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1800-0177-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	812143
FACILITY OWNER SITE NAME:	Fernandina Beach JKV075	FCC ASR:	1206027
LATITUDE:	30-39-33.030 N	LONGITUDE:	81-27-52.621 W
HEIGHT:	180'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 71:
435 Citrona Drive, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1180-0017-0000
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Fernandina Beach-658	FCC ASR:	1262658
LATITUDE:	30-39-39.200 N	LONGITUDE:	81-26-49.402 W
HEIGHT:	140'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 72:
20 Atlantic Avenue, Fernandina Beach

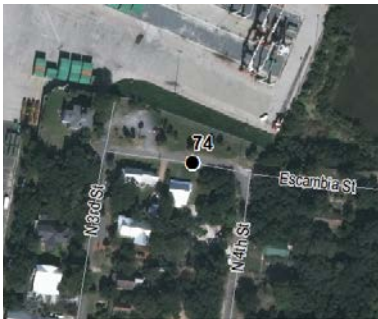

ELIGIBLE:	No	LOCATION:	Public Property
CATEGORY:	Base Station	TYPE:	Water Tank
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1800-0217-0WW L
FACILITY OWNER:	City? Water Authority?	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Fernandina Beach	FCC ASR:	Not Required
LATITUDE:	30-40-15.65 N	LONGITUDE:	81-27-21.07 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	2-3
SERVICE PROVIDERS:	No PWSF		
COMMENTS:			

SITE 73_A:
1201 Atlantic Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concrete Monopole
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1800-0217-00SP
FACILITY OWNER:	Affiniti LLC	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	Yulee-132	FCC ASR:	1262660
LATITUDE:	30-40-21.095 N	LONGITUDE:	81-27-17.572 W
HEIGHT:	100'	COLLOCATION POTENTIAL:	1
SERVICE PROVIDERS:	Broadband		
COMMENTS:			

SITE 73_B:
1207 Atlantic Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Public Property
CATEGORY:	Tower	TYPE:	Concealed Slick Stick
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1800-0217-00SP
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	824029
FACILITY OWNER SITE NAME:	Fernandina North	FCC ASR:	1238740
LATITUDE:	30-40-17.591 N	LONGITUDE:	81-27-16.175 W
HEIGHT:	124'	COLLOCATIO N POTENTIAL:	1
SERVICE PROVIDERS:	AT&T, Verizon		
COMMENTS:			

SITE 74:
Near 310 Escambia Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Guy
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	1570 Radio The Winner	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	
LATITUDE:	30-40-38.800 N	LONGITUDE:	81-27-41.300 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	1570 Radio The Winner		
COMMENTS:	AM radio tower		

SITE 75:
600 N 8th Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	81°27'32.76"W
CATEGORY:	Base Station	TYPE:	Rooftop
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1860-0000-0000
FACILITY OWNER:	Preferred Networks Inc	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:		FCC ASR:	
LATITUDE:	30-40-54.800 N	LONGITUDE:	81-27-16.300 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Unknown		
COMMENTS:	Possibly no PWSF		

SITE 76:

Near 1741 N Fletcher Avenue, Fernandina Beach



ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419548
FACILITY OWNER SITE NAME:	FRN001	FCC ASR:	
LATITUDE:	30-41-26.452 N	LONGITUDE:	81-25-47.190 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 77:

Near 1521 N Fletcher Avenue, Fernandina Beach



ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419549
FACILITY OWNER SITE NAME:	FRN002	FCC ASR:	
LATITUDE:	30-41-7.894 N	LONGITUDE:	81-25-44.836 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 78:
Near 940 N Fletcher Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419550
FACILITY OWNER SITE NAME:	FRN003	FCC ASR:	
LATITUDE:	30-40-45.984 N	LONGITUDE:	81-25-47.816 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 79:
Near 631 Tarpon Avenue, Fernandina Beach

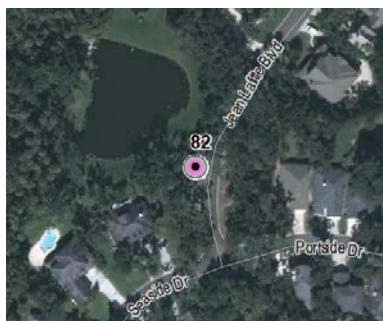

ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419551
FACILITY OWNER SITE NAME:	FRN004	FCC ASR:	
LATITUDE:	30-40-32.844 N	LONGITUDE:	81-25-55.589 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 80:
426 Tarpon Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419552
FACILITY OWNER SITE NAME:	FRN005	FCC ASR:	
LATITUDE:	30-40-19.319 N	LONGITUDE:	81-25-54.239 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 81:
Near 2801 Atlantic Avenue, Fernandina Beach

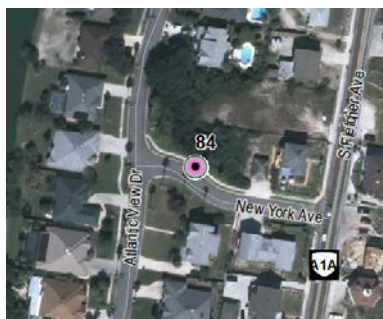

ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419553
FACILITY OWNER SITE NAME:	FRN006	FCC ASR:	
LATITUDE:	30-40-5.774 N	LONGITUDE:	81-25-59.675 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 82:
Near 475 Starboard Lodge, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Tower	TYPE:	oDAS Monopole Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	428358
FACILITY OWNER SITE NAME:	FRN008	FCC ASR:	
LATITUDE:	30-39-50.108 N	LONGITUDE:	81-26-13.024 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 83:
Near 400 Georgia Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419554
FACILITY OWNER SITE NAME:	FRN007	FCC ASR:	
LATITUDE:	30-39-47.336 N	LONGITUDE:	81-26-0.092 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 84:
Near 870 Atlantic View Drive Fernandina Beach


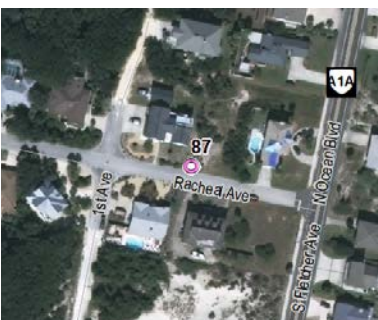
ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Tower	TYPE:	oDAS Monopole Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419555
FACILITY OWNER SITE NAME:	FRN009	FCC ASR:	
LATITUDE:	30-39-33.278 N	LONGITUDE:	81-25-59.513 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 85:
Near 2555 Jasmine Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419556
FACILITY OWNER SITE NAME:	FRN010	FCC ASR:	
LATITUDE:	30-39-20.534 N	LONGITUDE:	81-26-11.357 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 86:
Near 2820 Kentucky Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419567
FACILITY OWNER SITE NAME:	FRS001	FCC ASR:	
LATITUDE:	30-39-8.791 N	LONGITUDE:	81-26-3.419 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 87:
Near 2801 Racheal Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419560
FACILITY OWNER SITE NAME:	FRS002	FCC ASR:	
LATITUDE:	30-38-42.932 N	LONGITUDE:	81-26-9.690 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 88:
Near 2784 Sadler Road, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419561
FACILITY OWNER SITE NAME:	FRS003	FCC ASR:	
LATITUDE:	30-38-17.239 N	LONGITUDE:	81-26-17.704 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 89:
Near 2217 Off Shore Drive, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419562
FACILITY OWNER SITE NAME:	FRS004	FCC ASR:	
LATITUDE:	30-38-7.822 N	LONGITUDE:	81-26-28.064 W
HEIGHT:		COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 90:
PROPOSED Near 2242 S Fletcher Avenue, Fernandina Beach


ELIGIBLE:	Incorporated	LOCATION:	Proposed Right-Of-Way
CATEGORY:	Not Built	TYPE:	Proposed oDAS
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:		FACILITY OWNER ID:	419564
FACILITY OWNER SITE NAME:	FRS006	FCC ASR:	
LATITUDE:	30-38-7.328 N	LONGITUDE:	81-26-15.720 W
HEIGHT:		COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:			
COMMENTS:			

SITE 91:
Near 2473 1st Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Right-Of-Way
CATEGORY:	Base Station	TYPE:	oDAS on Utility Pole
ZONING:	Incorporated	PARCEL PIN#:	ROW
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	419563
FACILITY OWNER SITE NAME:	FRS005	FCC ASR:	
LATITUDE:	30-37-55.744 N	LONGITUDE:	81-26-22.474 W
HEIGHT:	Verizon	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Verizon		
COMMENTS:			

SITE 91A:
PROPOSED, Fernandina Beach


ELIGIBLE:	Incorporated	LOCATION:	Proposed Right-Of-Way
CATEGORY:	Not Built	TYPE:	Proposed oDAS
ZONING:		PARCEL PIN#:	ROW
FACILITY OWNER:		FACILITY OWNER ID:	419565
FACILITY OWNER SITE NAME:	FRS007	FCC ASR:	
LATITUDE:	30-38-6 N	LONGITUDE:	-81-26-38.309 W
HEIGHT:		COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:			
COMMENTS:			

SITE 91B:
PROPOSED, Fernandina Beach

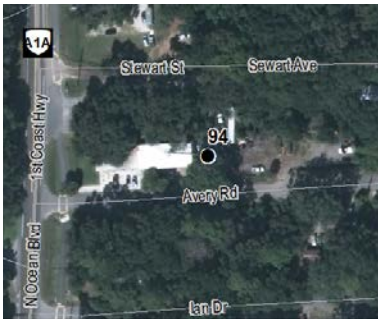

ELIGIBLE:	Incorporated	LOCATION:	Proposed Right-Of-Way
CATEGORY:	Not Built	TYPE:	Proposed oDAS
ZONING:		PARCEL PIN#:	ROW
FACILITY OWNER:		FACILITY OWNER ID:	419566
FACILITY OWNER SITE NAME:	FSR008	FCC ASR:	
LATITUDE:	30-37-55.20	LONGITUDE:	81-26-189
HEIGHT:		COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:			
COMMENTS:			

SITE 92:
3350 S Fletcher Avenue, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Base Station	TYPE:	Rooftop
ZONING:	Incorporated	PARCEL PIN#:	00-00-31-1030-0000-0000
FACILITY OWNER:	Amelia South Condominium and Verizon Wireless	FACILITY OWNER ID:	None
FACILITY OWNER SITE NAME:	None	FCC ASR:	Not Required
LATITUDE:	30-37-10.300 N	LONGITUDE:	81-26-24.800 W
HEIGHT:	Unknown	COLLOCATION POTENTIAL:	Unlimited on rooftop
SERVICE PROVIDERS:	Unknown		
COMMENTS:			

SITE 93:
3427 Citation Court, Fernandina Beach

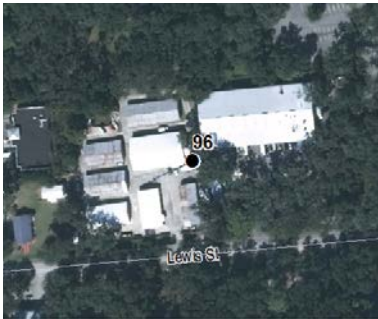

ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Incorporated	PARCEL PIN#:	06-2N-28-0000-0001-006 L
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	805807
FACILITY OWNER SITE NAME:	Fernandina Beach	FCC ASR:	1247764
LATITUDE:	30-37-4.469 N	LONGITUDE:	81-27-43.920 W
HEIGHT:	148'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	AT&T, Nextel, Verizon		
COMMENTS:	MetroPCS meter box is empty and antennas are not on array.		

SITE 94:
1419 Avery Road, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Commercial General	PARCEL PIN#:	00-00-30-0280-0023-0000
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	811540
FACILITY OWNER SITE NAME:	Amelia Island JKV007	FCC ASR:	1200985
LATITUDE:	30-34-43.500 N	LONGITUDE:	81-27-11.100 W
HEIGHT:	150'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	AT&T		
COMMENTS:			

SITE 95:
5392 First Coast Highway, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Commercial Professional Office	PARCEL PIN#:	14-2N-28-0000-0009-0010
FACILITY OWNER:	Crown Castle International	FACILITY OWNER ID:	870924
FACILITY OWNER SITE NAME:	Jacksonville (Amelia Island)	FCC ASR:	1057964
LATITUDE:	30-34-35.602 N	LONGITUDE:	81-27-5.501 W
HEIGHT:	160'	COLLOCATION POTENTIAL:	2
SERVICE PROVIDERS:	Sprint, T-Mobile, Verizon		
COMMENTS:	Active osprey nest on tower.		

SITE 96:
1431 Lewis Street, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Monopole
ZONING:	Commercial General	PARCEL PIN#:	00-00-30-0820-0005-0040
FACILITY OWNER:	American Tower Corporation	FACILITY OWNER ID:	21804
FACILITY OWNER SITE NAME:	Amelia City	FCC ASR:	1062208
LATITUDE:	30-34-25.039 N	LONGITUDE:	81-27-7.099 W
HEIGHT:	187'	COLLOCATION POTENTIAL:	3
SERVICE PROVIDERS:	AT&T, Metro PCS		
COMMENTS:			

SITE 97:
200 Sea Marsh Road, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Concealed Slick Stick
ZONING:	Planned Unit Development	PARCEL PIN#:	20-2N-28-0000-0006-0000
FACILITY OWNER:	Skyway Towers LLC	FACILITY OWNER ID:	FL-01020
FACILITY OWNER SITE NAME:	Amelia Island 1	FCC ASR:	
LATITUDE:	30-33-29.900 N	LONGITUDE:	81-27-6.900 W
HEIGHT:	160'	COLLOCATION POTENTIAL:	Possibly
SERVICE PROVIDERS:	Unknown		
COMMENTS:	Not able to access site through gated community.		

SITE 98:
1 Osprey Road, Fernandina Beach


ELIGIBLE:	Yes	LOCATION:	Private Property
CATEGORY:	Tower	TYPE:	Concealed Slick Stick
ZONING:	Planned Unit Development	PARCEL PIN#:	01-1N-28-0000-0005-0000
FACILITY OWNER:	Skyway Towers LLC	FACILITY OWNER ID:	FL-01021
FACILITY OWNER SITE NAME:	Amelia Island 2	FCC ASR:	1297450
LATITUDE:	30-31-53.699 N	LONGITUDE:	81-26-28.709 W
HEIGHT:	150'	COLLOCATION POTENTIAL:	1-2
SERVICE PROVIDERS:	T-Mobile, Verizon		
COMMENTS:			



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JUNE 12, 2019**

1. CALL TO ORDER – 5:02 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark*

*Donna Lewis (Alt 1)
Greg Roland (arrived at 5:26 PM)*

MEMBERS ABSENT:

*Frank Santry (Chair)
Jenny Schaffer (Alt 2)*

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

In Chair Santry's absence, Vice-Chair Bennett served as Chair.
Alternate Member Lewis was seated as a voting member.

2. APPROVAL OF MINUTES

There were no minutes presented for approval.

3. OLD BUSINESS

- 3.1 **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.

Susan Rabold, Project Manager, Cityscape Consultants, presented to the Board.

Victoria Robas, 2161 S Fletcher, spoke to the item and recommended changes.

Nathan Coyle, Airport Manager, provided insight regarding FAA lighting compliancy.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Lewis, to recommend approval of PAB 2019-06 to the City Commission with changes as discussed.

Motion passed by unanimous voice vote.

- 3.2 **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 Coyle, Airport Manager, was present to discuss the proposed document.

Victoria Robas, 2161 S Fletcher, spoke to the item and recommended changes.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to recommend approval of PAB 2019-05 as amended to the City Commission.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

- 4.1 **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).

Victoria Robas, 2161 S Fletcher, voiced support of a 60 foot minimum Right-of-way.

Bonnie Dickins, 132 S 15th Street, spoke to the item.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to recommend approval of PAB 2019-12 with an amendment to maintain a 60 foot minimum right-of-way.

Motion passed by unanimous voice vote.

5. BOARD BUSINESS

- 5.1 **Presentation of 2019-2020 Capital Improvements Plan (CIP):** City Staff will provide a presentation of the proposed 5-year CIP to the Board. *(Presentation only – No Action Required.)*

Ms. Gibson provided a brief introduction.

Nathan Coyle, Airport Manager, provided additional information and details.

Victoria Robas, 2161 S Fletcher, inquired on the item.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to direct staff to prepare construction standards for complete streets and bike trails within 18 months.

Motion passed by unanimous voice vote.

ACTION TAKEN: There was consensus among the board to task City Staff with conducting an Amelia Parkway corridor study.

- 5.2 **Application for Consideration of Alternate 2 position:** Victoria Robas *(Review only – No action*

DRAFT

Required.)

Victoria Robas formally introduced herself to the Board and spoke to her relevant experience and work history.

6. STAFF REPORT

Ms. Gibson spoke to PAB by-laws.

7. PUBLIC COMMENT

Bonnie Dickens, 132 S 15th Street spoke.

8. ADJOURNMENT – 7:31 PM

Samantha Rogic, Recording Secretary

Mark Bennett, Vice-Chair

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2019-18
Land Development Code Amendment - Rights-of-Way Standards

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-18 at First Reading.

SYNOPSIS: The proposed LDC amendments provide design standards for construction within City rights-of-way. These standards will guide development within existing unimproved rights-of-way and those that are part of newly created subdivisions.

At the June 12, 2019 Planning Advisory Board meeting, staff presented the design standards that will be adopted by reference in the LDC. A motion was to recommend approval with an amendment to eliminate the fifty feet minimum right-of-way width. The motion passed by unanimous voice vote.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

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

Dale Martin, City Manager 7/2/2019

Tammi E. Bach, City Attorney 7/8/2019

Date: June 28, 2019

Submitted By: Jacob Platt, Senior Planner

COMMISSION ACTION: Approve

ORDINANCE 2019-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 7.01.00 (ACCESS AND DRIVEWAY DESIGN REQUIREMENTS); AND 7.01.01 (STREETS AND RIGHTS-OF-WAY); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment to update the sections of the Land Development Code relating to Rights-of-Way Standards; and

WHEREAS, the City Commission adopted a unified 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 LDC 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, June 12, 2019, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such LDC amendments was published in the Fernandina Beach 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 Sections 7.01.00 and 7.01.01 to amend the minimum standards for rights-of-way located within the City limits.

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 enactment.

ENACTED this 20th day of August, 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 2019-18
EXHIBIT “A”

7.01.00 Access and Driveway Design Requirements

Table 7.01.01(A). Maximum number of access points per lot.

Functional Classification of Frontage Street	Maximum Number of Access Points
Arterial	1 per 500 feet of frontage
Collector, City responsibility	1 per 200 feet of frontage
Local	1 per 100 feet of frontage

The following standards shall apply to all driveways or access points from a lot or parcel onto a public street:

- A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).
- B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) shall be allowed one (1) access point.
- C. No point of access shall be allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation shall be fifty (50) feet.
- D. Access ways or driveways for corner lots shall be located on the street with the lower functional classification.
- E. Driveways shall comply with the following standards:
 - a. Residential driveways shall be a minimum of twelve (12) feet in width and a maximum of twenty (20) feet in width.
 - b. Non-residential driveways shall be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped median is provided, the total width shall not exceed fifty (50) feet.
 - c. The minimum inside turning radius shall be fifteen (15) feet. No part of the turning radius shall extend over the property line.
- F. Concrete shall be 3,500 PSI with fiber and six (6) inches in depth in all rights-of-way.
- G. The alley and driveway easements are to the property line of structures served and are not required inside the property line.
 - a. For residential subdivisions on any local roadway, a secondary access may be provided through an easement for emergency vehicles.
 - b. For residential subdivisions on a cul-de-sac;
 - c. The maximum number of lots shall be limited to twenty (20); and
 - d. The maximum length of the cul-de-sac shall be limited to 800 feet.
- H. No curbs shall be cut or altered, and no points of access or openings for vehicles onto a public street shall be established, without a permit issued by the City.
- I. All driveways shall be designed and constructed to comply with all drainage standards of the City and shall be improved with a permanent paving material.

- J. ~~I.~~ Approval from FDOT or the County is required for any accessway or driveway onto a road under their jurisdiction. Driveway connections are required to meet the standards and requirements for compliance under guidance of FDOT or the County.
- K. ~~The location, design, and construction of driveway connections shall comply with the FDOT Roadway Traffic Design Standards.~~

7.01.01 Streets and Rights-of-Way

- A. Table 7.01.02(A) provides the minimum right-of-way widths for streets within the City. Where the minimum right-of-way width is not available for all streets abutting a parcel proposed for development, the applicant shall dedicate sufficient land to meet the right-of-way requirement. Dedication shall be based on one-half (1/2) of the right-of-way requirement.

Table 7.01.02(A). Minimum right-of-way widths.

Functional Classification	Minimum Right-of-way (ft.)
Minor Arterial	100
Collector, City responsibility	60
Local Streets shown on original 1857 City plat	50 60
Centre Street	80
Local Streets in Old Town	46
Local Streets, all other	60 50
Alley	30

- B. Right-of-way provisions
1. Additional right-of-way may be required by the City:
 - a. In areas where drainage needs dictate swale cross sections larger than those that can be accommodated within the designated rights-of-way; or
 - b. To promote public safety and convenience and ensure adequate access, circulation, and parking in high density residential, commercial, or industrial areas. Where a development abuts or contains an existing street of inadequate right-of-way width, additional right-of-way in conformance with the standards set out in this subsection shall be required.
 2. City Roadway Standards are adopted by reference and made part hereof. Standards have been developed to guide the development of new roadway construction.
 3. ~~2.~~ If pavement within a roadway is divided to allow for preservation of a tree within the right-of-way, the applicant shall demonstrate that adequate width remains for utilities and drainage between the shoulder and the right-of-way line.
 4. ~~3.~~ Acceleration, deceleration, and turn lanes may be required when an entrance to a development is on an arterial or collector road.

PAB2019- 00 12

REC'D: _____ BY: _____

INVOICE #: _____

PAYMENT: N/A TYPE: _____

BOARD MEETING DATE: June 12, 2019



PLANNING ADVISORY BOARD APPLICATION

☐ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000)

☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000)

☒ LDC TEXT AMENDMENT (\$1,000)

☐ COMP PLAN AMENDMENT (\$1,700)

☐ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600)

☐ SUBDIVISION PLAT – FINAL (\$850)

☐ VACATION OF R.O.W. (\$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

Mailing Address: 204 ASH STREET FERNANDINA BEACH, FLORIDA 32034

Telephone: 904-310-3100 Fax: _____

Email: DMARTIN@FBFL.ORG

Agent Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPERTY INFORMATION

Street 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 #: 2019-12) 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)

SIGNATURE/NOTARY

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

6/28/19
Date

[Signature]
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 28th day of June, 2019.

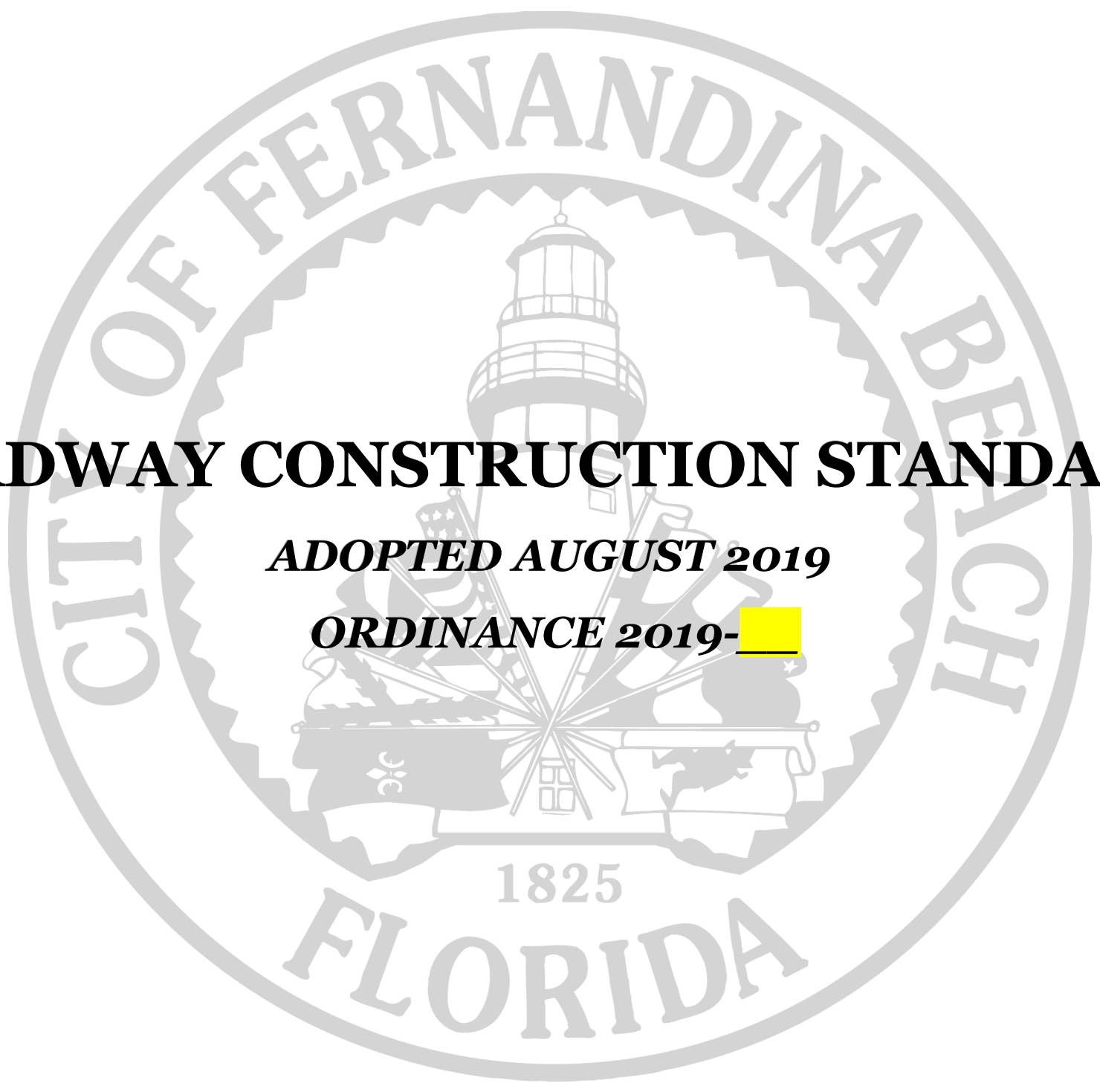
[Signature]
Notary Public: Signature

Nicole Bednar
Printed Name

Feb. 2, 2020
My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____





ROADWAY CONSTRUCTION STANDARDS

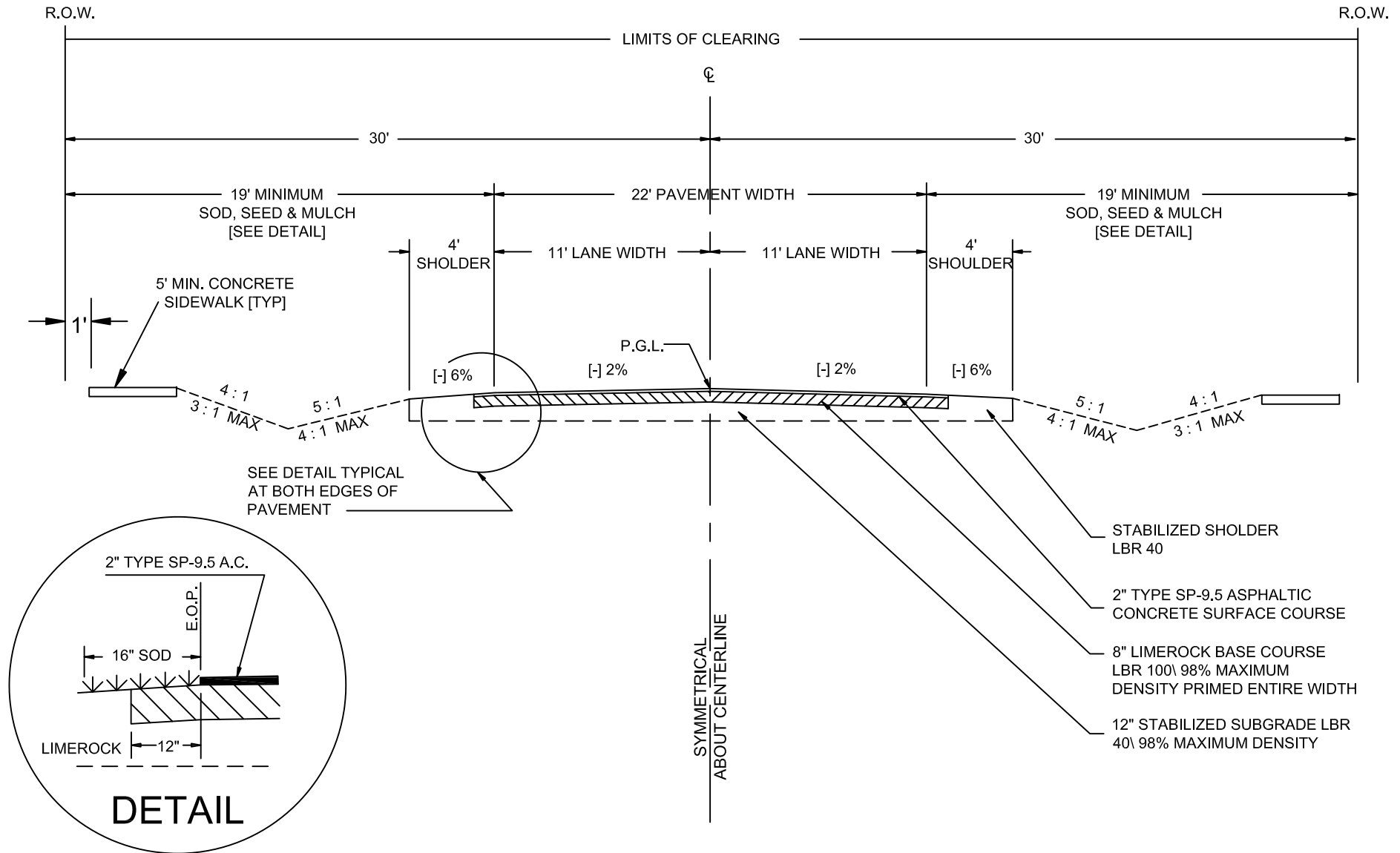
ADOPTED AUGUST 2019

ORDINANCE 2019-

1825

FLORIDA

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH

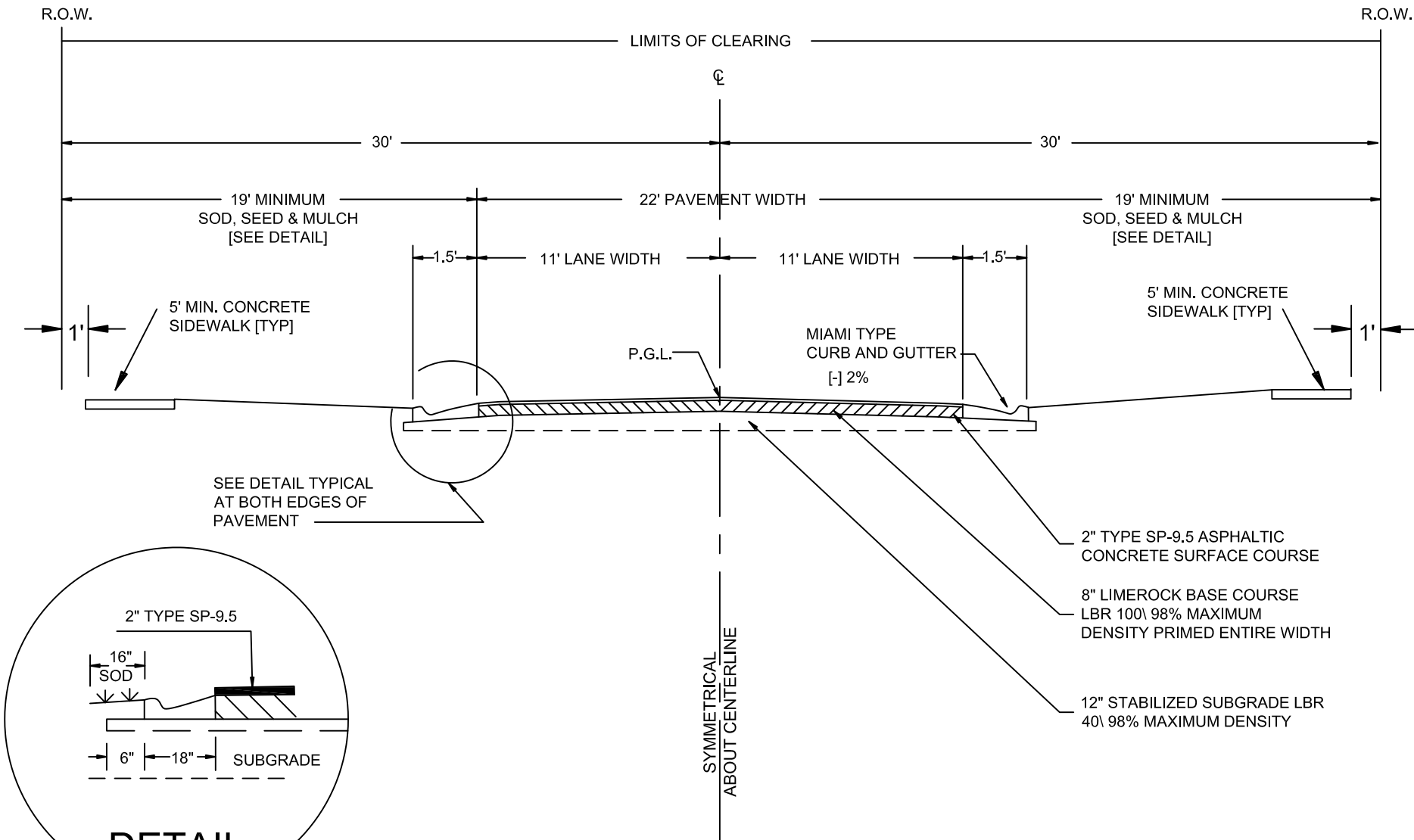


LOCAL ROAD - 2 LANE TYPICAL SWALE SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	1 OF 14

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH



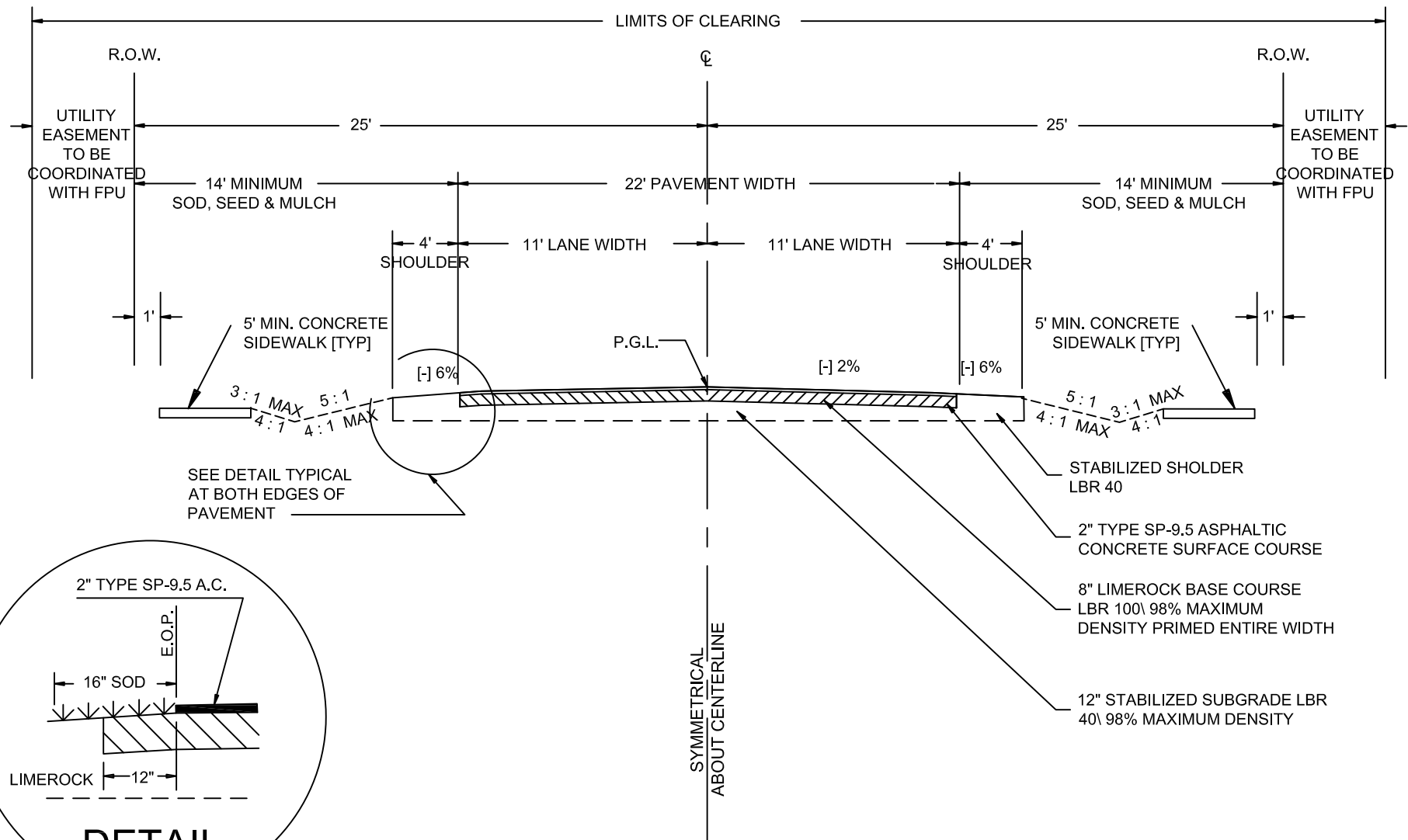
LOCAL ROAD - 2 LANE
CURB & GUTTER TYP SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISION DATE:	DRAWING #

RIGHT-OF-WAY WIDTH: 50 FEET



SEE DETAIL TYPICAL AT BOTH EDGES OF PAVEMENT

OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH



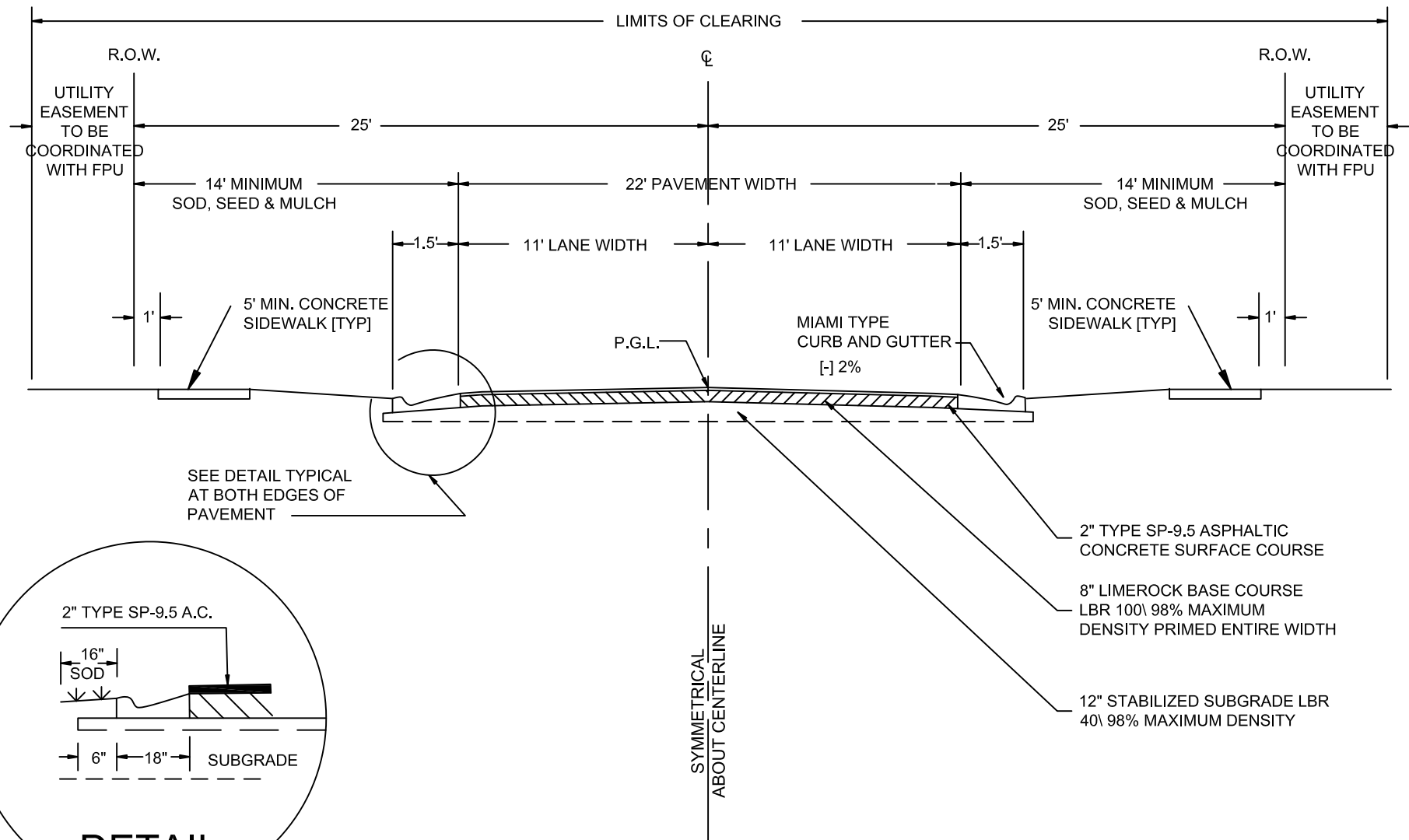
LOCAL ROAD - 2 LANE TYPICAL SWALE SECTION

ROADWAY STANDARD DETAILS

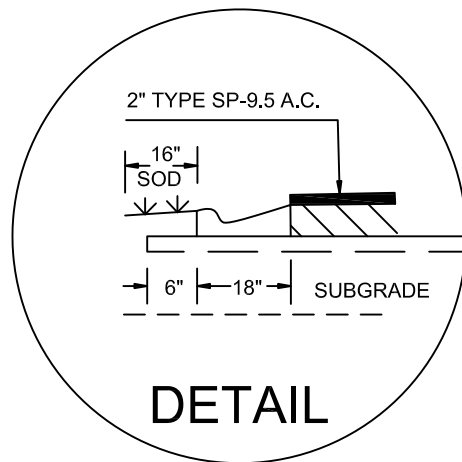
CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 50'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	3 OF 14

RIGHT-OF-WAY WIDTH: 50 FEET



SEE DETAIL TYPICAL
AT BOTH EDGES OF
PAVEMENT



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH

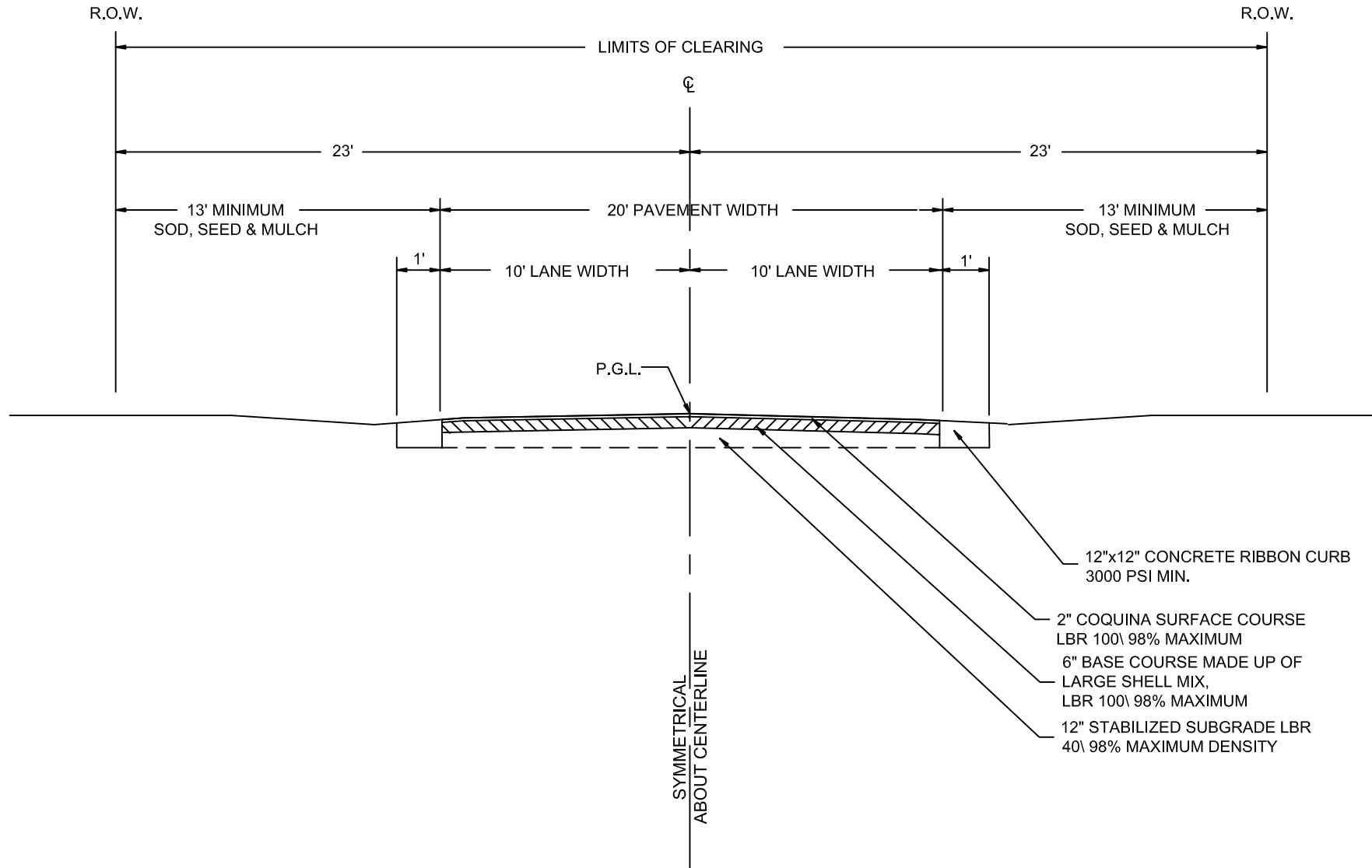
LOCAL ROAD - 2 LANE CURB & GUTTER TYPICAL SECTION



ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	4 OF 14

RIGHT-OF-WAY WIDTH: 46 FEET

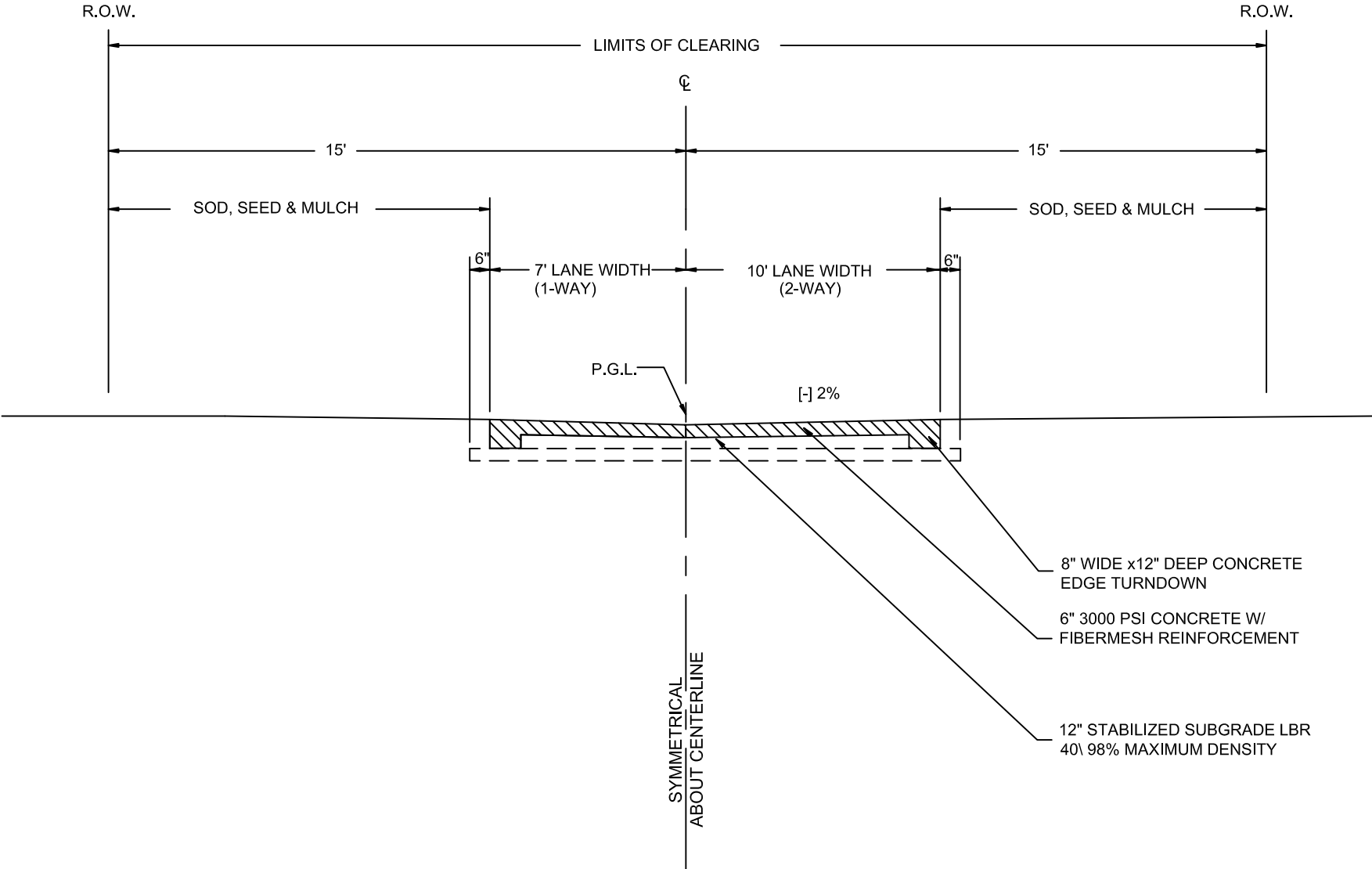


LOCAL ROAD - 2 LANE OLD TOWN TYPICAL SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	5 OF 14

RIGHT-OF-WAY WIDTH: 30 FEET



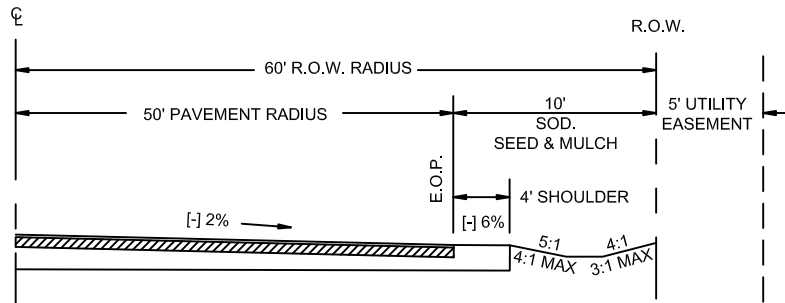
OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH



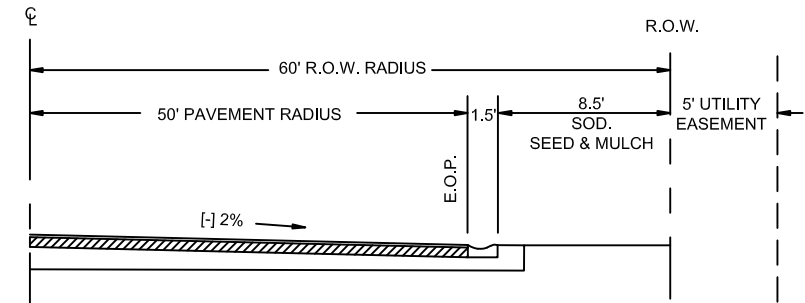
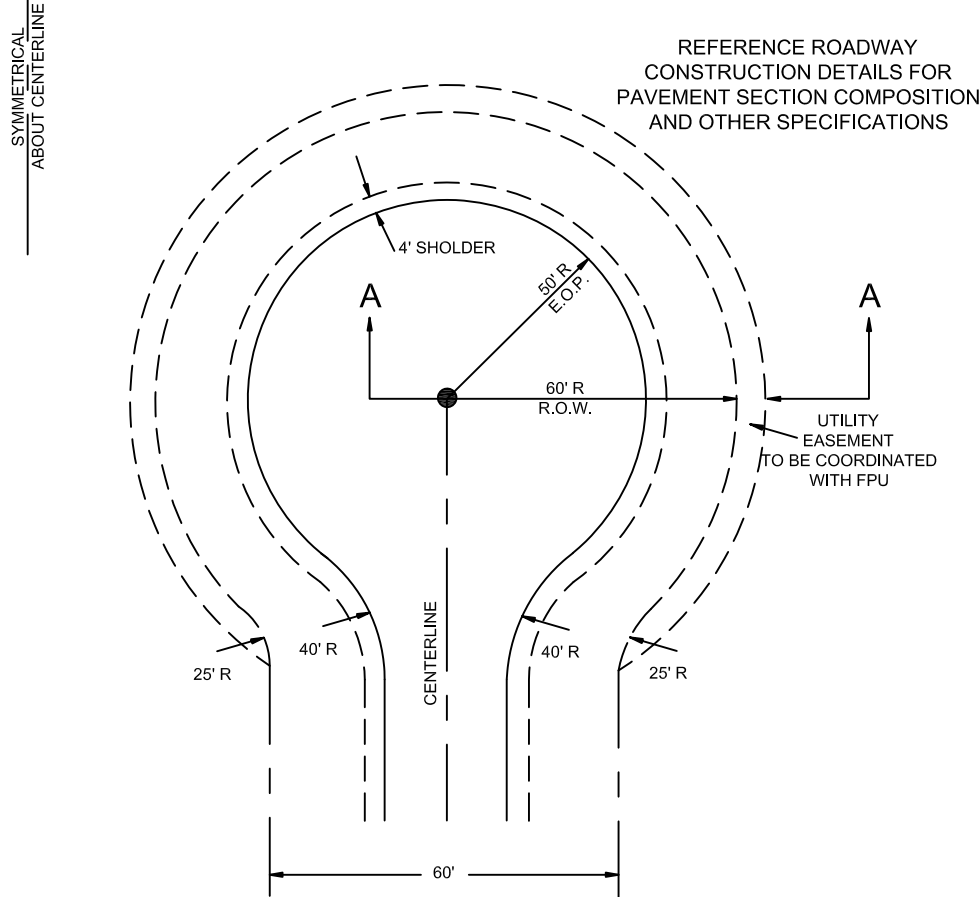
30' ALLEY
TYPICAL SECTION

ROADWAY STANDARD DETAILS

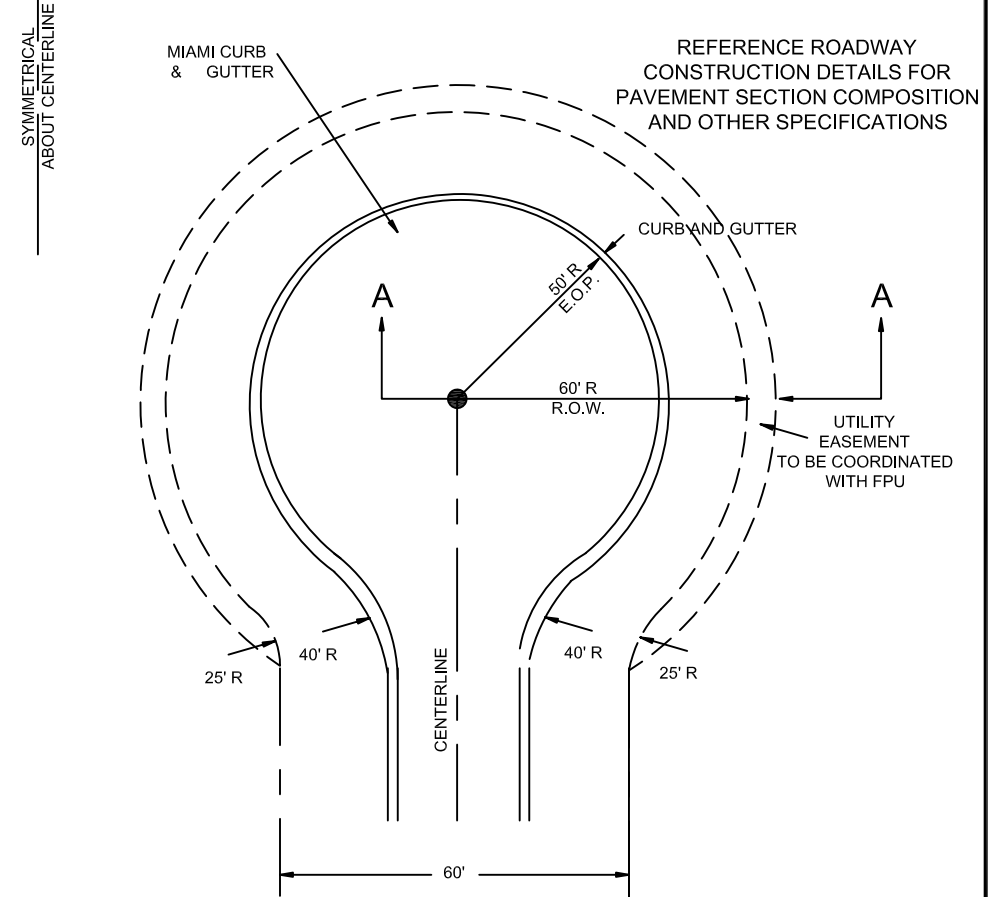
CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	6 OF 14



SECTION "AA"



SECTION "AA"



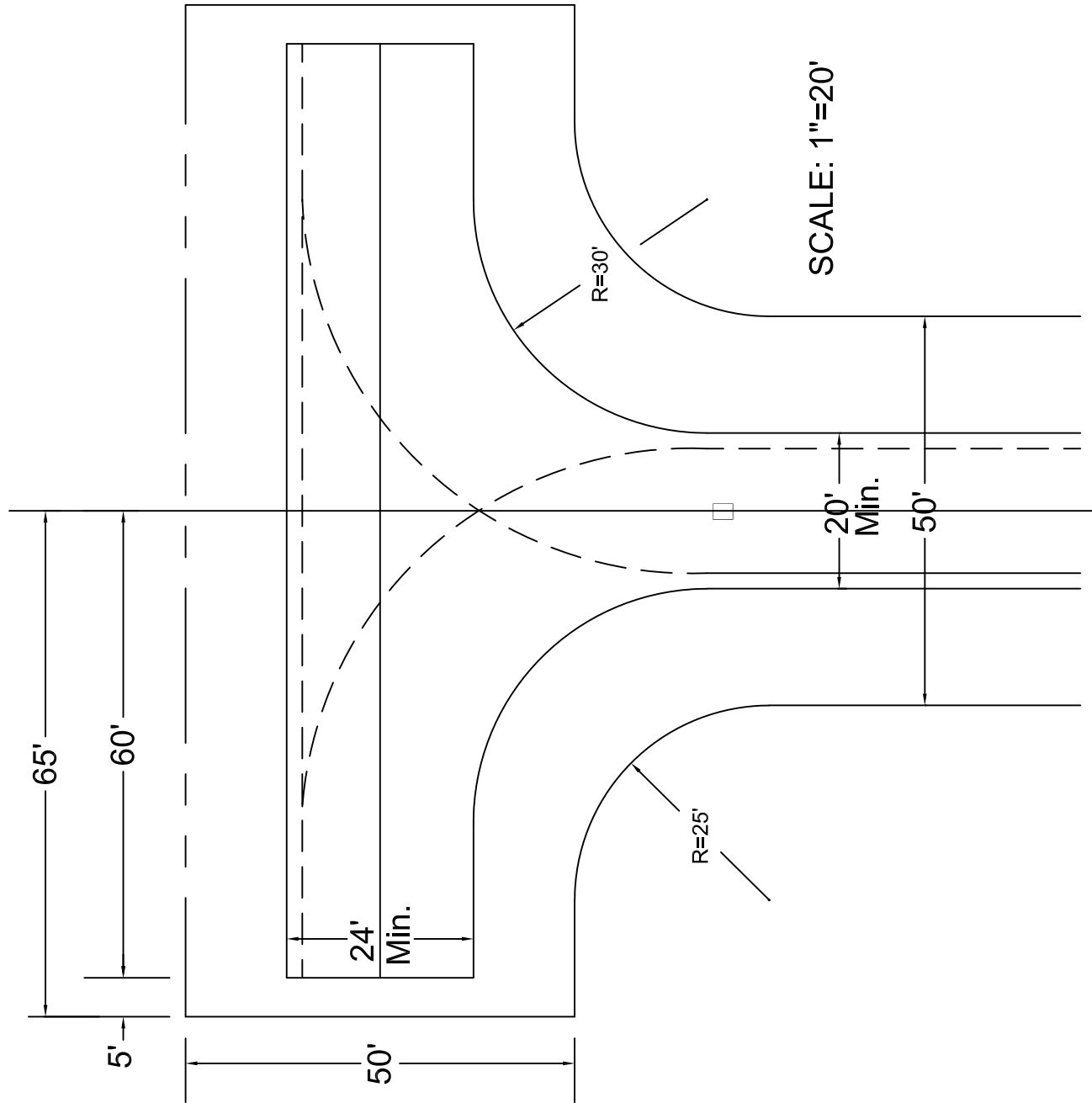
RESIDENTIAL CUL-DE-SAC CONSTRUCTION TYPICAL DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	7 OF 14



SPECIAL "T" TURNAROUND



KEY:

NOTE:

— — — — — PATH OF RIGHT FRONT WHEEL
(S.U. DESIGN VEHICLE-AASHTO,
A POLICY ON GEOMETRIC
DESIGN)

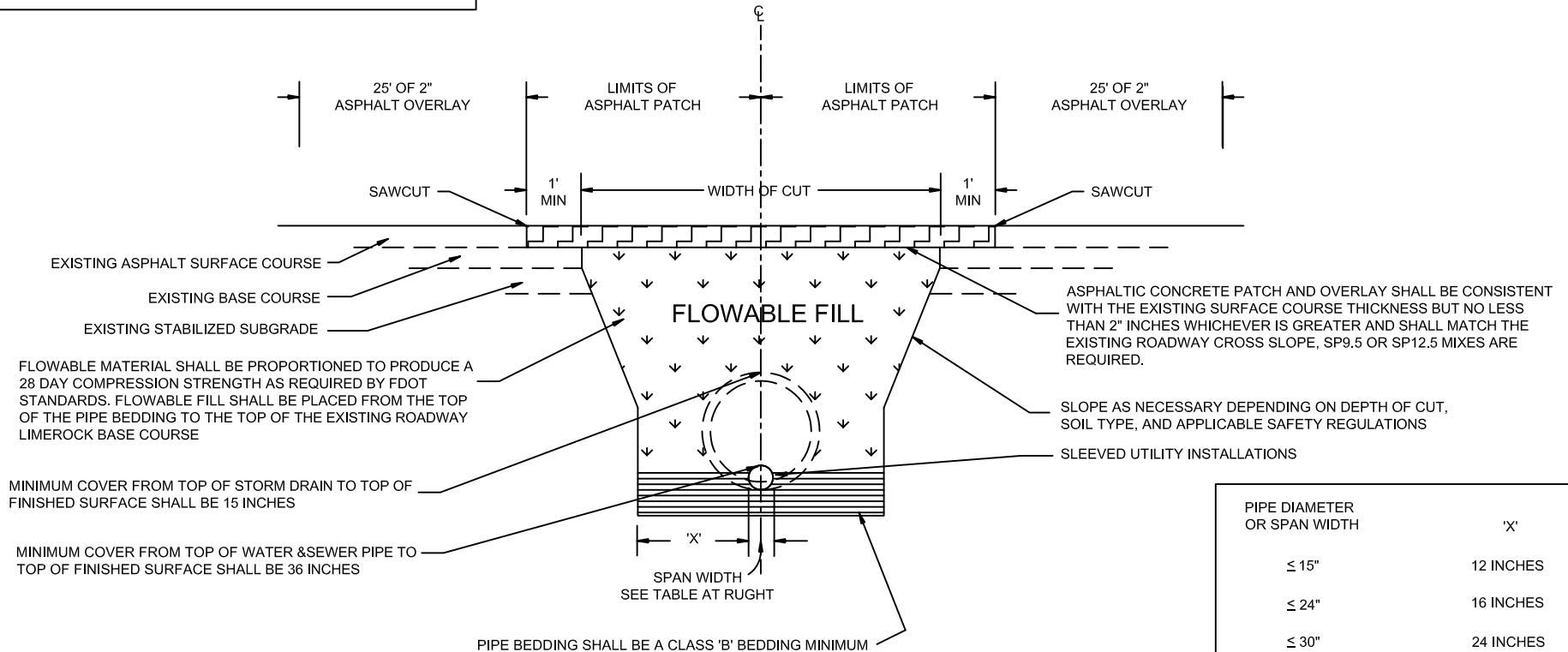
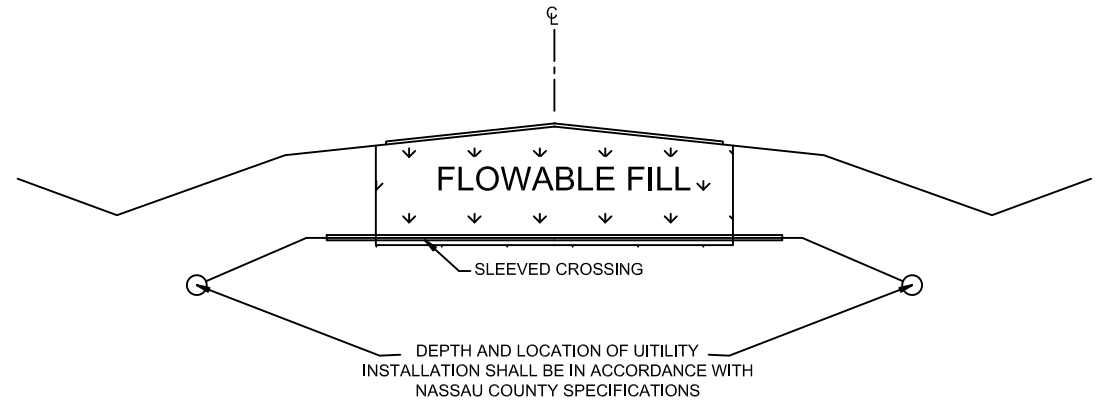
TO BE USED ONLY
WHERE CUL-DE-SAC
IS INAPPROPRIATE

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

NOTES:

- 1) OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE ENGINEERING SERVICES DEPARTMENT.
- 2) MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH NASSAU COUNTY SPECIFICATIONS
- 3) ALL OPEN CUTS SHALL REQUIRE A PERMIT AND 48 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION A REPRESENTATIVE FROM THE COUNTY'S INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE FDOT STANDARDS, LATEST EDITION
- 5) THE CONTRACTOR SHALL PROVIDE TO THE NASSAU COUNTY CEI CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE CITY OF FERNANDINA BCH



PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 24"	16 INCHES
≤ 30"	24 INCHES
≤ 30"	36 INCHES



OPEN ROAD CUTS / FLOWABLE FILL

ROADWAY STANDARD DETAILS

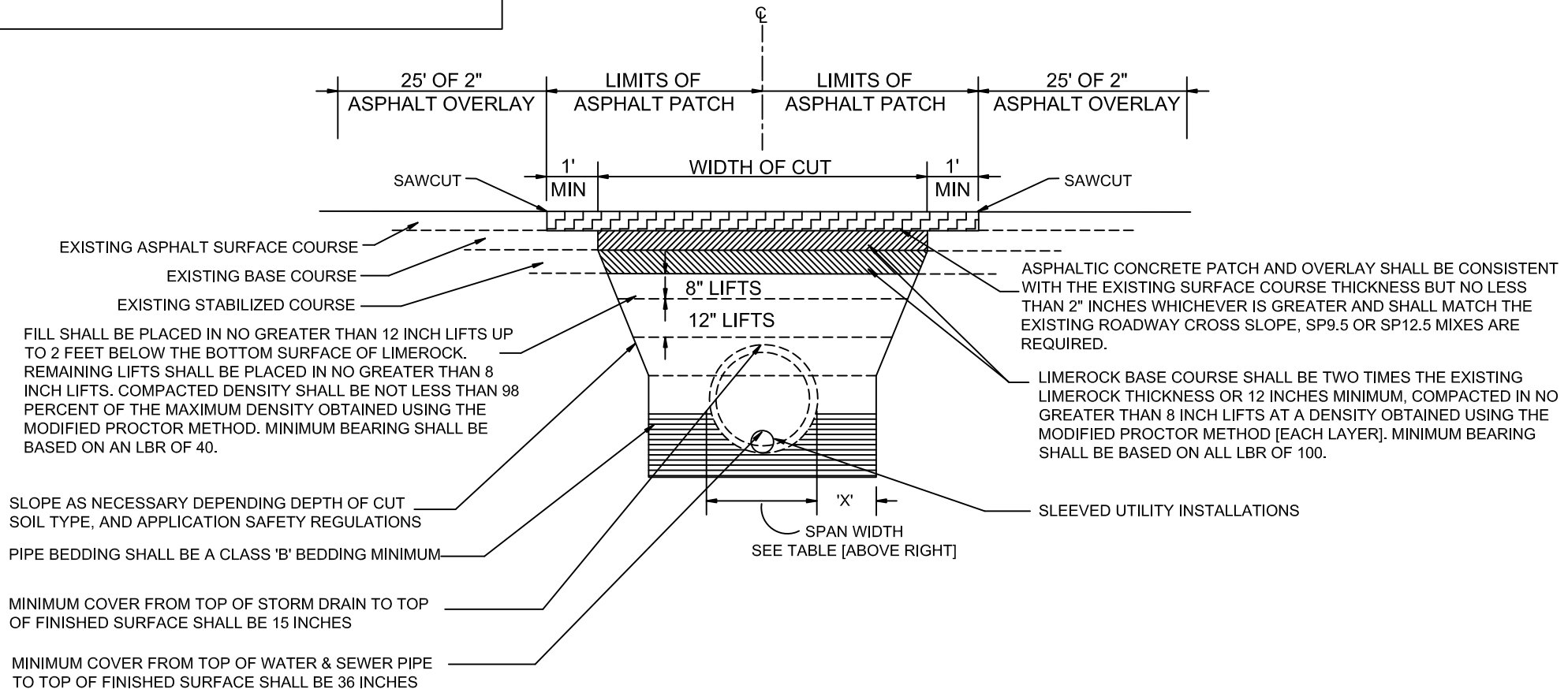
CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	9 OF 14

NOTES:

- 1) TEST REPORTS FOR DENSITY AND BEARING SHALL BE REQUIRED FOR ALL COMPACTED LIFTS
- 2) SOIL BEARING MAY BE DETERMINED BY A STATIC CONE PENETROMETER
- 3) FLOWABLE FILL IS THE PREFERRED ALTERNATIVE FOR ALL BACKFILL REQUIREMENTS (SEE OPEN ROADWAY CUT DETAIL NO. 15V FOR USE OF FLOWABLE FILL)
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, TEMPORARY TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NASSAU COUNTY ROAD CLOSURE POLICY
- 5) ALL OPEN ROADWAY CUTS SHALL REQUIRE A 24 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH/ REPAIR (OR VARIED BY THE CITY OF FERNANDINA BEACH FLORIDA)

PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 30"	24 INCHES
≤ 42"	30 INCHES
≤ 48"	36 INCHES
≤ 60"	42 INCHES
≤ 60"	48 INCHES

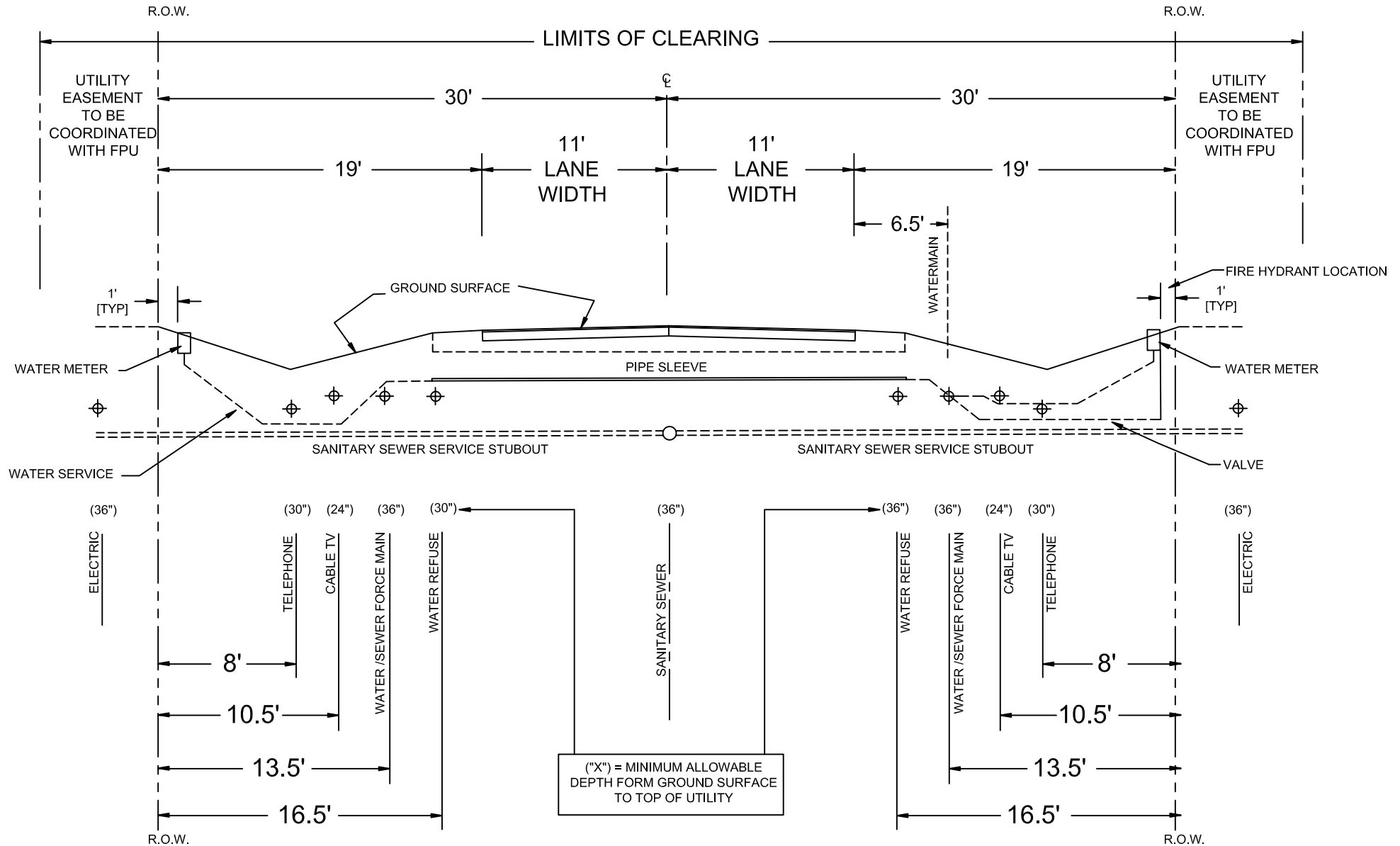


OPEN ROAD CUTS / COMPACTED FILL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	10 OF 14

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



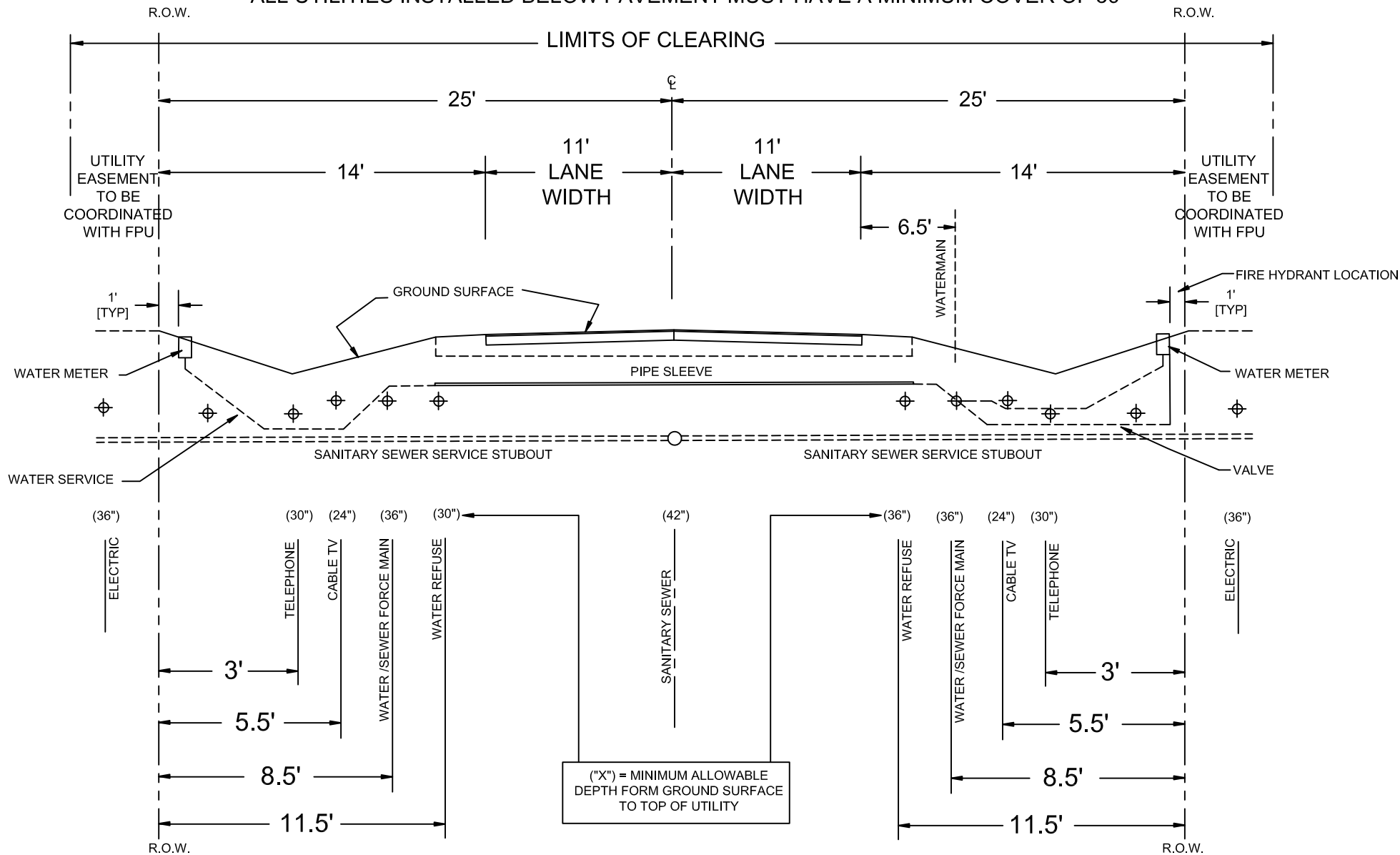
TYPICAL UTILITY LOCATION PLAN

60 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	11 OF 14

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNANDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



TYPICAL UTILITY LOCATION PLAN

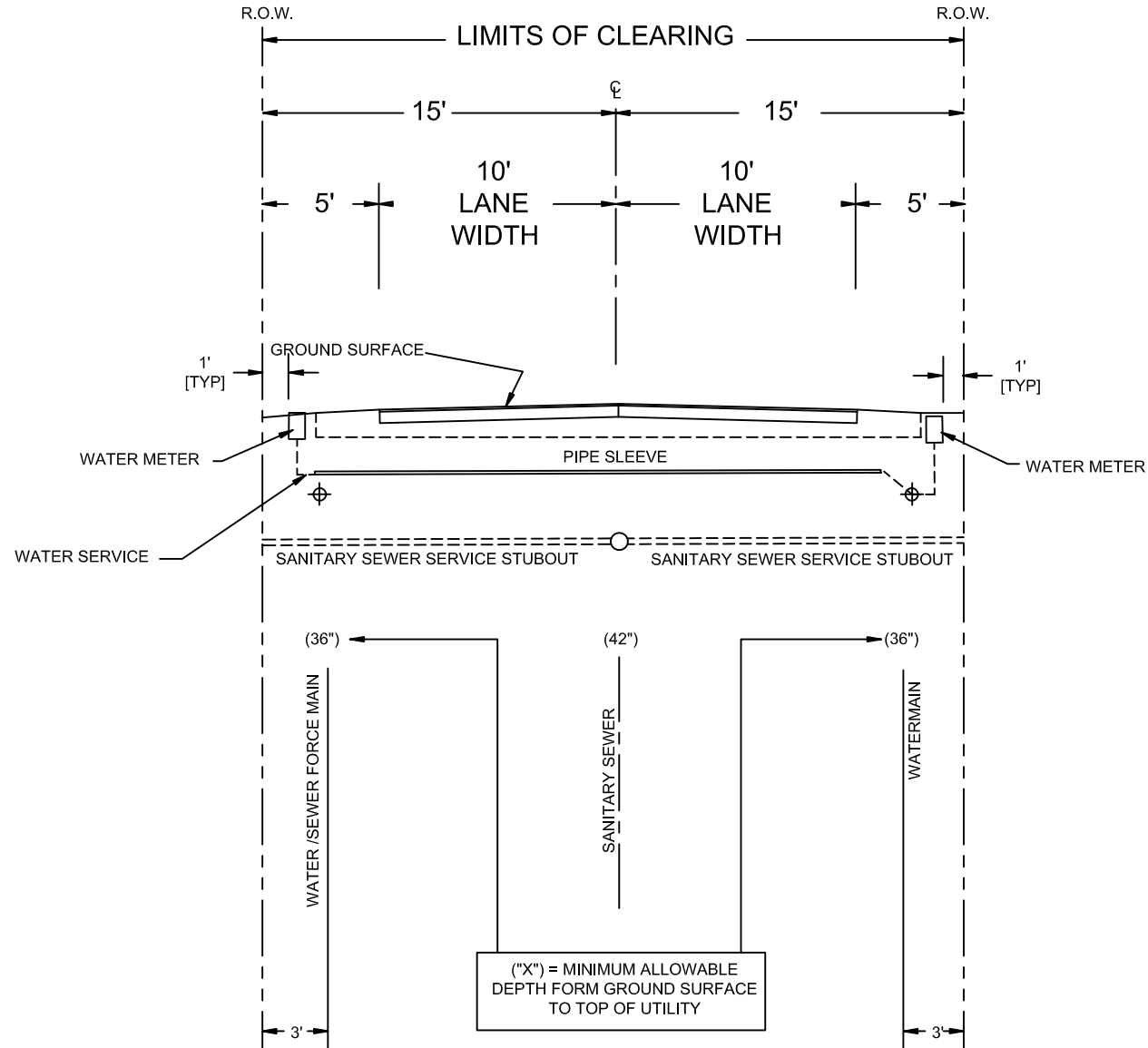
50 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	12 OF 14

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



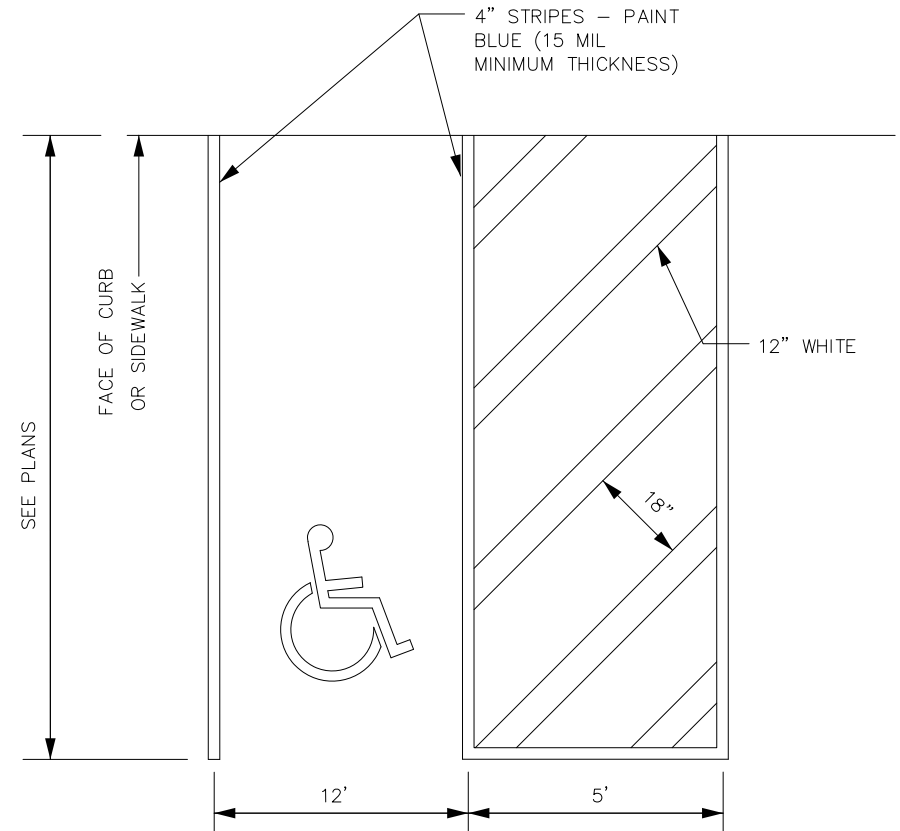
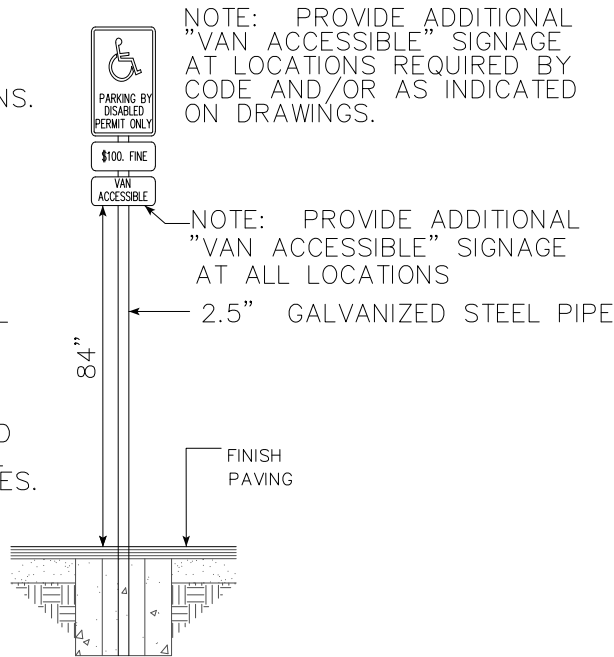
TYPICAL UTILITY LOCATION PLAN 30 FOOT ALLEY RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	13 OF 14

NOTE:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



Stall dimension measured from inside to inside striping

TYPICAL DISABLED PARKING



ADA PARKING AND SIGNAGE DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	14 OF 14

ROADWAY CONSTRUCTION NOTES

1. All right-of-way other than roadway areas shall be seeded and mulched or sodded. All slopes steeper than 6:1 shall require sodding. The City reserves the right to require sodding in special areas where erosion is a concern, such as adjacent to sidewalk and back curb.
2. The following will be the standard protection for ditches unless drainage calculations indicate otherwise:

(Minimum slope for grass ditches shall be 0.5%)

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.5%-1.0%	Grassing and mulching
1.0%-4.0%	Sod
4.0% and greater	Ditch paving (concrete)

3. The limits of stabilizing sub-grade shall extend to a varying depth (per plan) below the bottom of the base and outward to six inches (6") beyond the curb.
4. The stabilizing material should be a high bearing value soil, sand-clay, limerock, recycled concrete, shell, or other material as approved by the City and a licensed soils engineer.
5. The sub-grade for all street shall be stabilized not less than forty (40) pounds Limerock Bearing Ratio (LBR) to a 12" minimum depth. A compaction of no less than ninety-eight (98%) percent density based on AASHTO T-180 shall be required.
6. Tests for sub-grade bearing capacity and compaction shall be done at a minimum of every 250 feet and shall be staggered to the left, right, and at center line of the roadway. For short sections of roadway, at least two (2) tests shall be required.
7. Bases for all streets shall have a minimum 8" depth. Soil cement bases shall have a strength of 350 pounds per square inch at 28 days (85 to 125% tolerance). Recycled concrete or limerock bases shall be compacted to (98%) minimum density based on AASHTO-T 180 Modified Proctor Test (LBR 100).
8. Soil Cement and recycled concrete mix designs shall be submitted to the Streets Director for approval prior to start of sub-grade preparation.
9. Concrete delivery tickets shall be provided to the City at the time of placement.
10. Testing of the in-place bases shall be done at intervals equivalent to sub-grade testing and shall consist of, as a minimum, moisture content and compaction of the City.
11. Limerock, recycled concrete, or full depth asphalt pavement may be used in place of soils cement bases. All bases and roadway designs shall be subject to the approval of the City.
12. Soil cement base material construction shall be continuously supervised by a soil testing lab at the developer's expense.
13. Cure coating of soil cement base shall be removed by hand planning prior to installation of driving surface.

ROADWAY CONSTRUCTION NOTES

14. Soil cement pavement bases with the cure coat applied shall be allowed to cure a minimum of seven (7) days under no traffic prior to placing any asphalt surface. (Test report required prior to traffic usage)
15. Concrete and asphalt mix designs shall be submitted to the Streets Director for approval no less than three (3) working days prior to any roadway construction.
16. Asphalt specifications shall be submitted by the Design Engineer with final plans to the City. Florida State-certified batch plants must than certify that these approved specifications have been met.
17. Extraction and gradation test on asphalt mixes shall be provided to the City prior to final inspection to ensure that design mixes meet the City standard specifications.
18. The roadway crown shall have a standard one quarter inch (1/4") per foot slope.
19. All roadways with curb and gutter sections shall have a standard, a minimum longitudinal slope of 0.30%.
20. The finished pavement edge may be within one quarter inch (1/4") above the adjacent concrete curb.
21. Concrete curbs shall be provided on both sides of all streets and constructed with 3,000 PSI concrete at 28 days.
22. Concrete curbs shall be saw cut 1/4" at intervals of ten feet (10') with expansion joints at street intersections, structures, and along curves at sixty feet (60') intervals. All expansion joint material is required to be installed through the entire depth of the concrete curb.
23. A "S" shall be cut or etched in the curb to mark the location of all sewer service.
24. An upside-down "W" shall be cut in the outside edge of curb to mark the location of all water services.
25. Three (3) concrete cylinders shall be taken and tested (1 at 14 days and 1 at 28 days) for every seventy-five (75) cubic yards or less of concrete placed. Test results shall then be provided to the City Engineer as they become available.
26. The Developer shall provide all required pavement markings on all roadways per City, County, and State requirements. Centerline stripes shall be provided on extensions of City collector or arterial roads, county roads, and state highways only.
27. A City of Fernandina Beach approved Stop Sign and a 24" thermoplastic Stop Bar are required at all roadway intersections.
28. All traffic control devices placed at intersections, private streets, public streets, county roads, and state highways within the City limits shall be installed according to the FDOT Manual on Uniform Traffic Control Devices, latest edition.
29. The Developer is responsible for paying fees for Traffic Control Devices to the City for purchase and installation. Street signs and stop signs shall be placed at all intersection, including but not limited to private street, public street, county roads, and state highways within the City limits.

ROADWAY CONSTRUCTION NOTES

30. The Developer is responsible for paying fees for purchase and installation for all street lights prior to acceptance of the project by the City.
31. A minimum of Five foot (5') wide sidewalks shall be provided on both sides of all residential streets, see details. Areas where additional width is required will be identified by City Technical Review Committee.
32. All materials utilized for improvements within the City Right of Way shall have a minimum manufacturers warranty of 50 years.

33. Standard Turning Radii for Intersections:

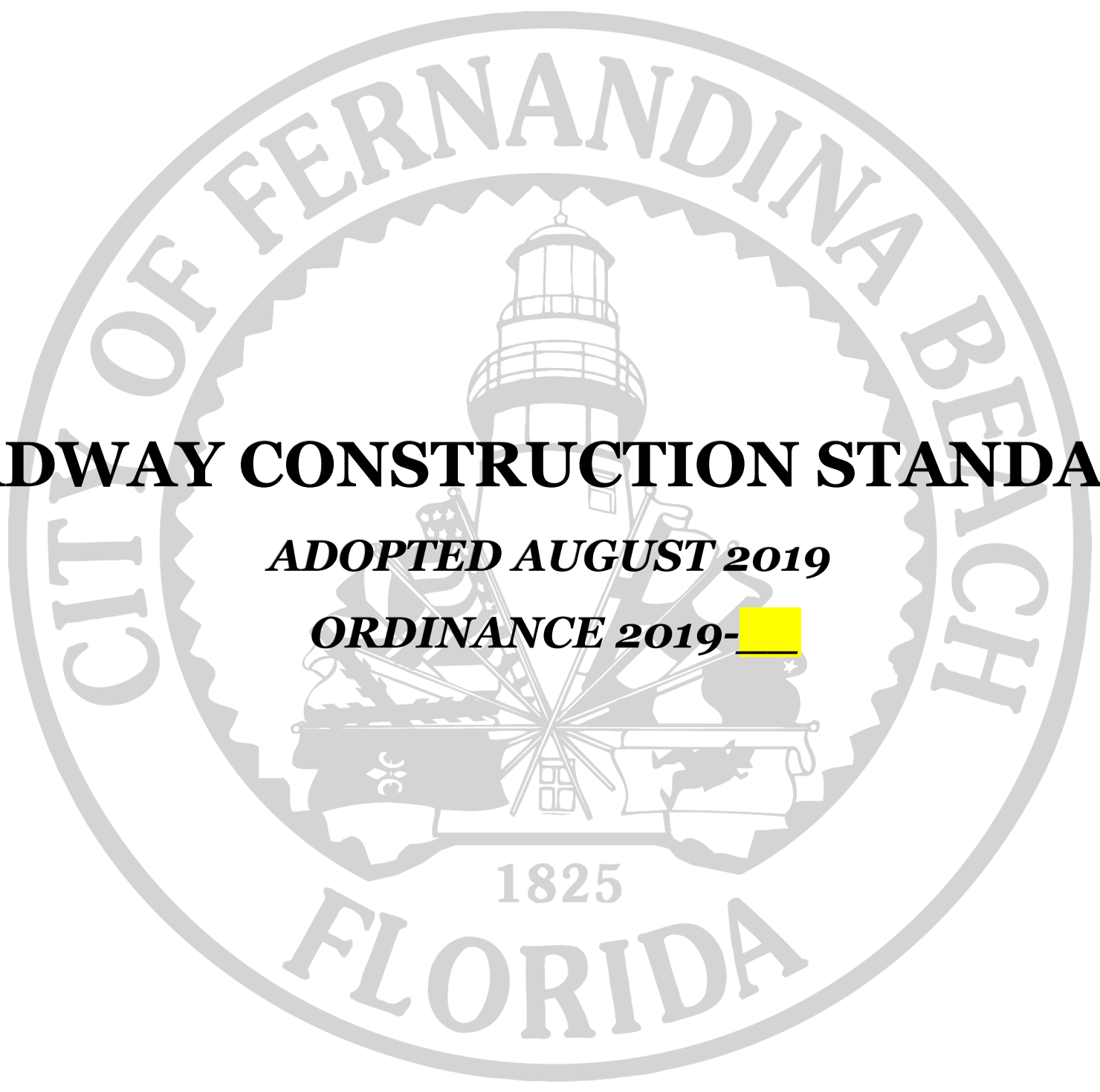
Residential streets with state & County Roadways Or major thoroughfares within the City	40-50 ft.
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Entrances to commercial sites off of City streets	30 ft.
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Intersections interior in subdivisions	40 ft.
--	--------

Should Nassau County or the Florida Department of Transportation (FDOT) determine that larger radii are warranted within there right-of-way, the larger radii shall prevail.

34. Construction methods and design for concrete pavement shall conform to F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
35. All contractors who are performing the construction of public improvements (water main, sanitary sewer main, reclaimed water mains, storm pipes and inlets, and also constructions of roadways). Shall be certified with the Florida State Department of Business and Professional Regulations (DBPR) for the type of work that they perform.
36. Utility Depth:
- High Voltage utilities such as power (feeder, service, and drops) shall be buried in accordance with National Electric Code.
 - Low Voltage utilities such as phone and cable TV shall be buried a minimum of 12 inches in depth for feeder and services. Services drops shall be buried a minimum of 6 inches in depth, 36" under pavement.
37. All dead end roadways that exceed one-hundred fifty feet (150') shall be provided with an approved turnaround.
38. Minimum vertical clearance over all roadways is 13'-6". Minimum vertical clearance over all sidewalks is 7'.

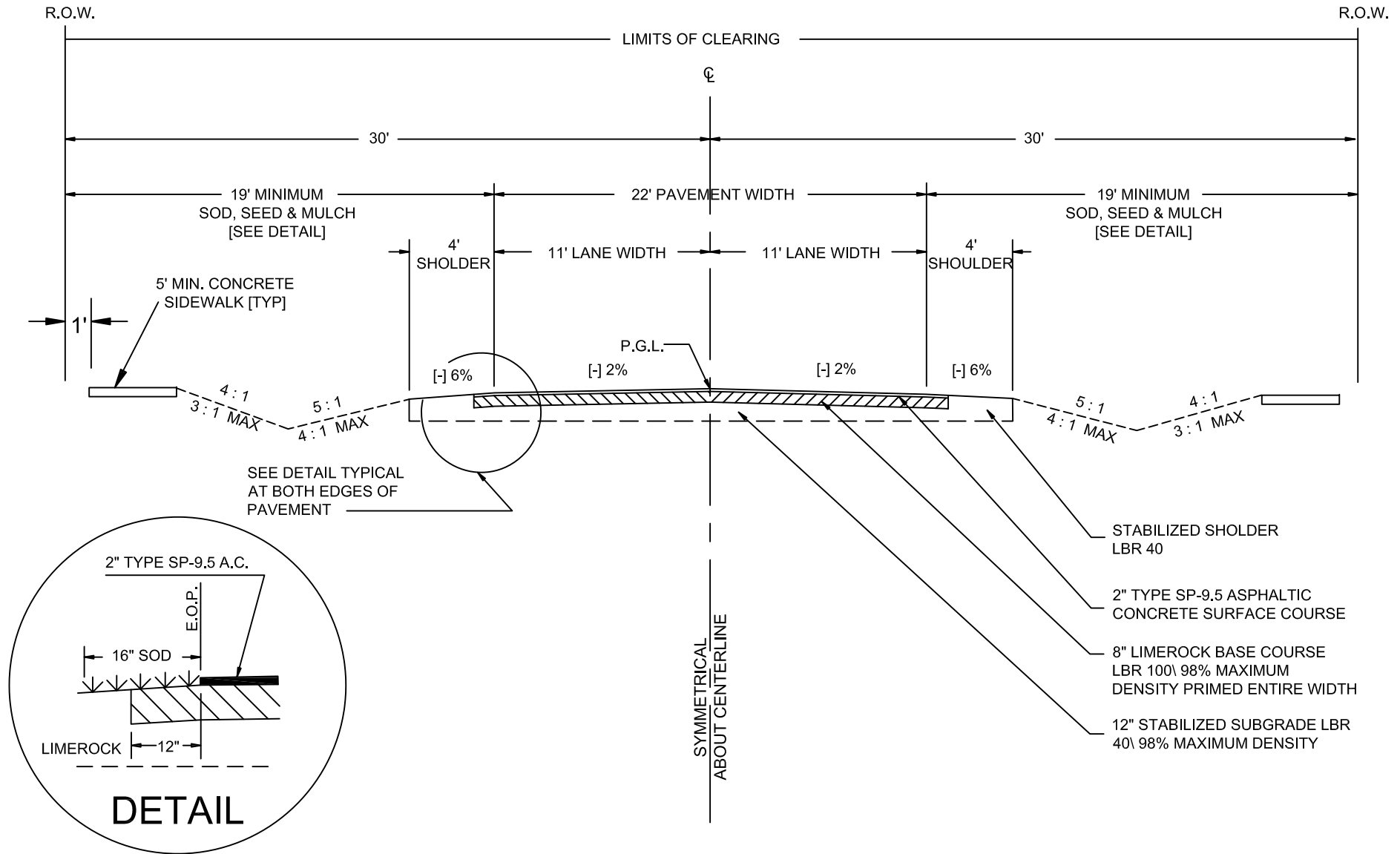


ROADWAY CONSTRUCTION STANDARDS

ADOPTED AUGUST 2019

ORDINANCE 2019-

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH

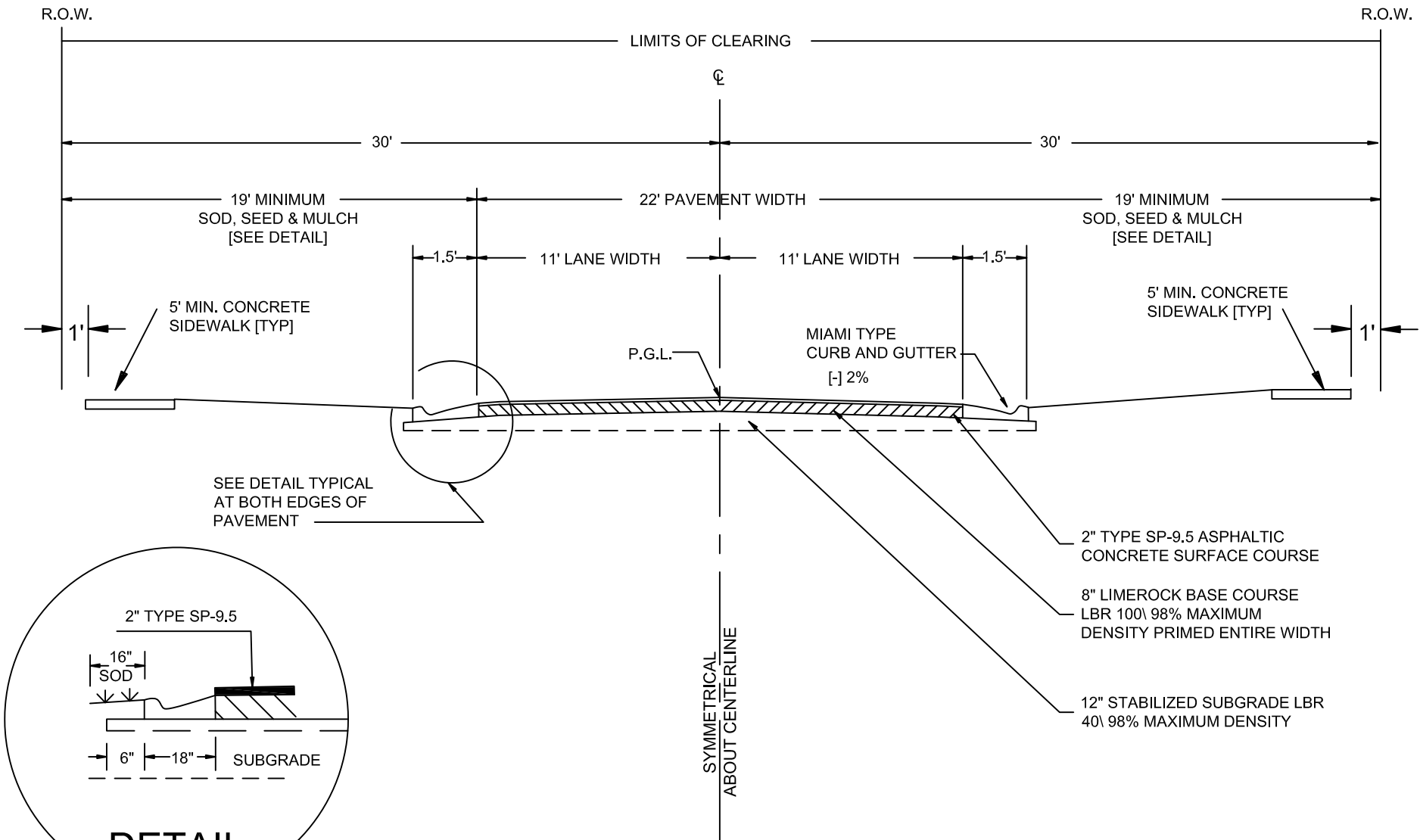


LOCAL ROAD - 2 LANE TYPICAL SWALE SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	1 OF 14

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH

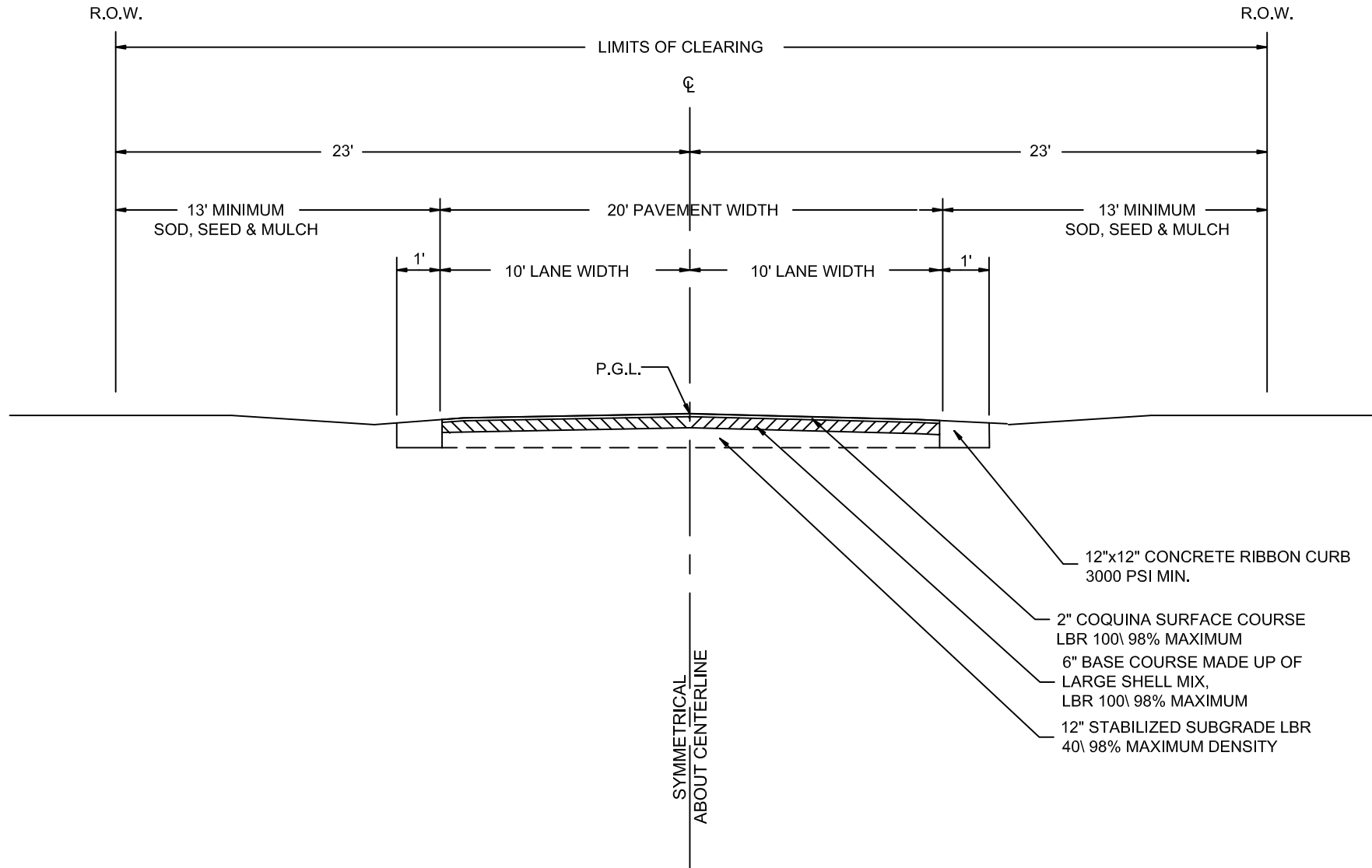


LOCAL ROAD - 2 LANE
CURB & GUTTER TYP SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	2 OF 14

RIGHT-OF-WAY WIDTH: 46 FEET

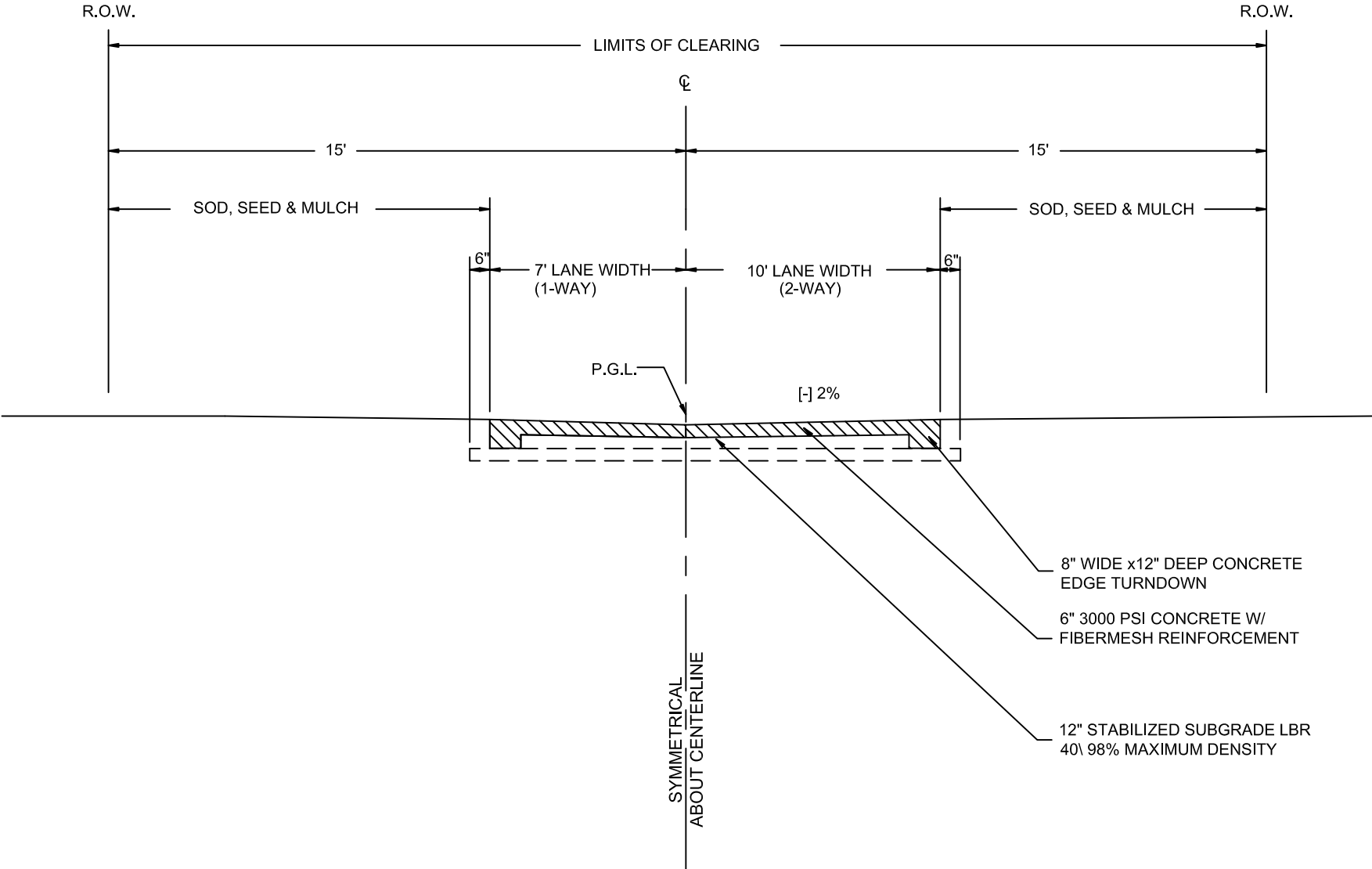


LOCAL ROAD - 2 LANE OLD TOWN TYPICAL SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	5 OF 14

RIGHT-OF-WAY WIDTH: 30 FEET



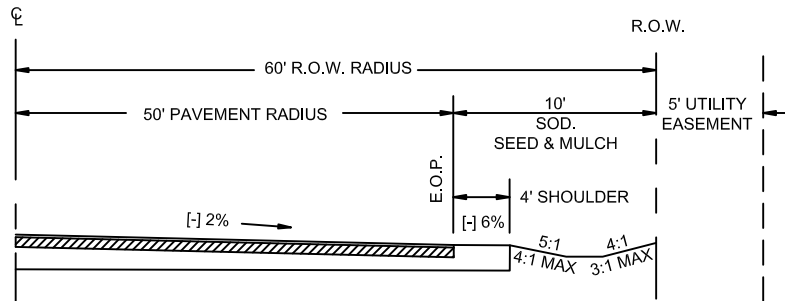
OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH



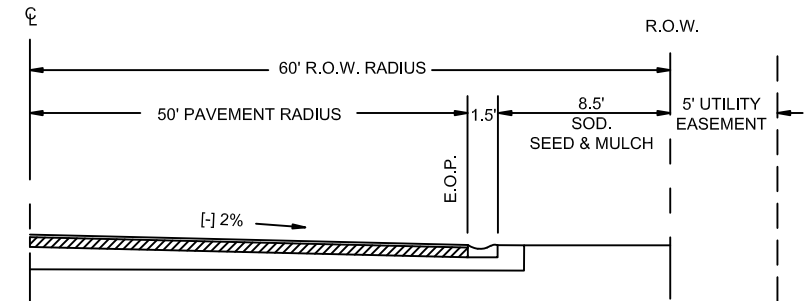
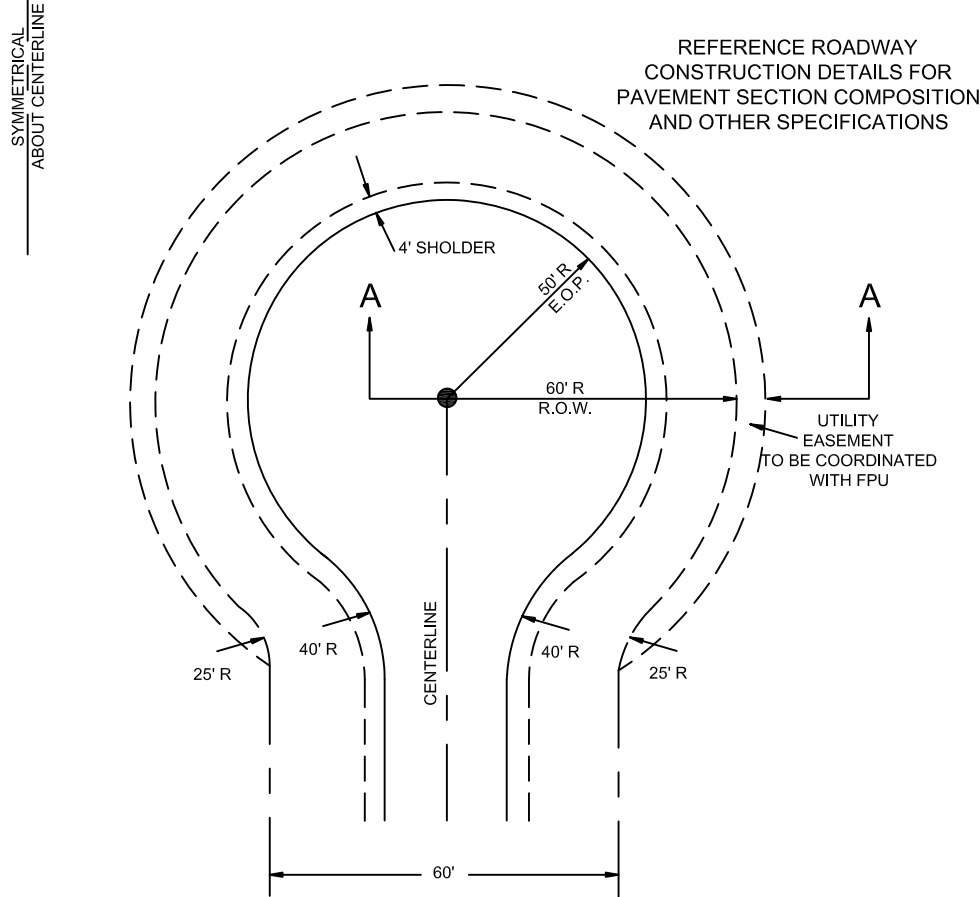
30' ALLEY
TYPICAL SECTION

ROADWAY STANDARD DETAILS

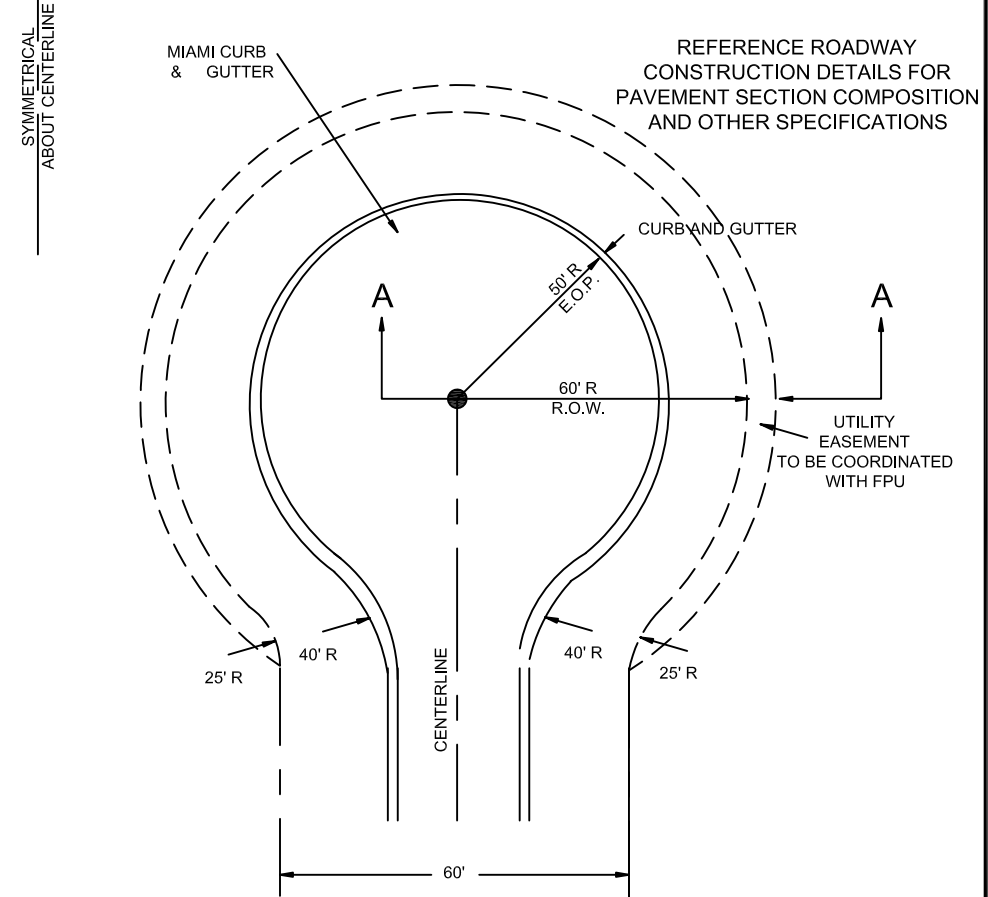
CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	6 OF 14



SECTION "AA"



SECTION "AA"



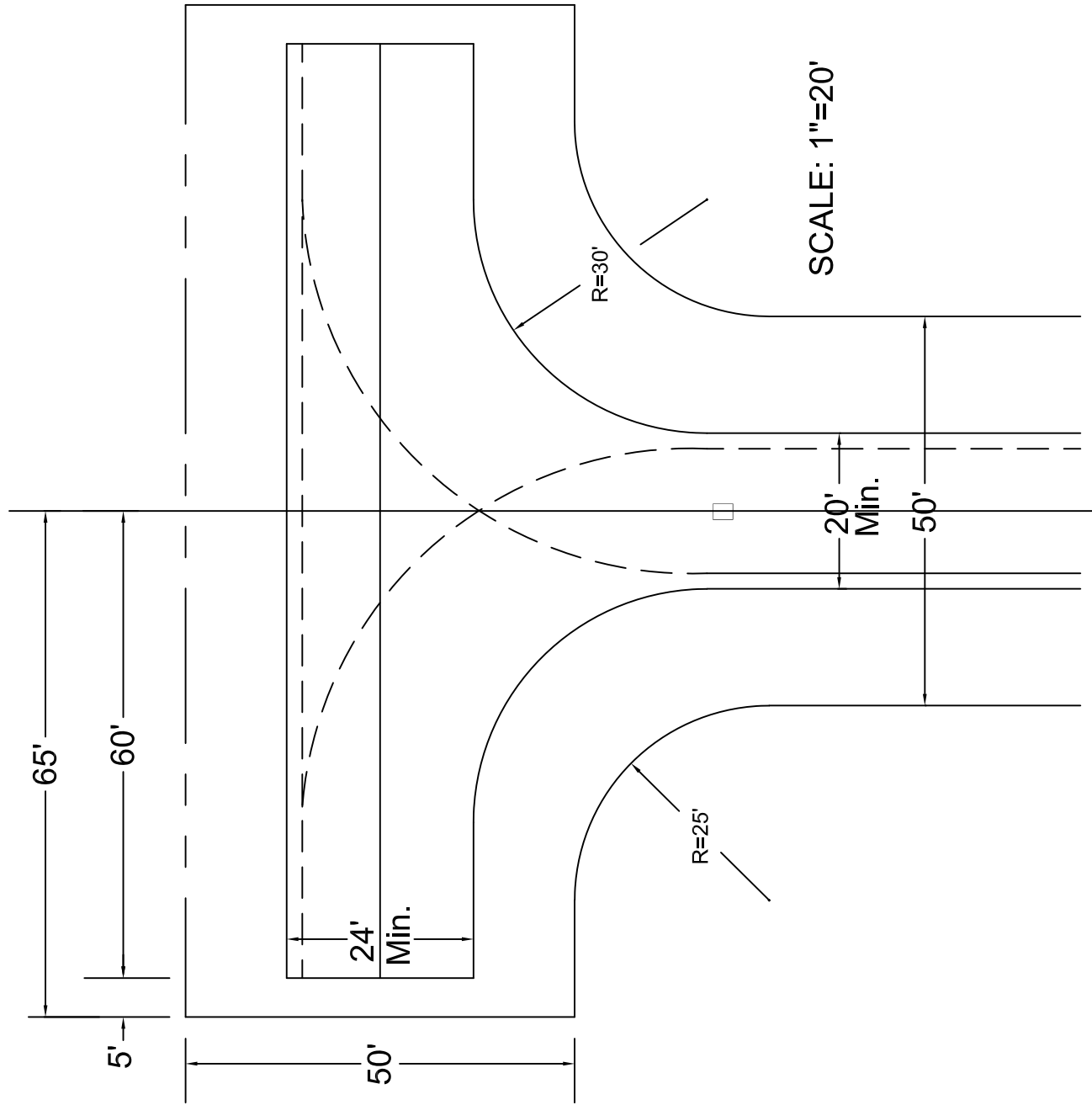
RESIDENTIAL CUL-DE-SAC CONSTRUCTION TYPICAL DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	7 OF 14



SPECIAL "T" TURNAROUND



KEY:

— PATH OF RIGHT FRONT WHEEL
(S.U. DESIGN VEHICLE-AASHTO,
A POLICY ON GEOMETRIC
DESIGN)

NOTE:

TO BE USED ONLY
WHERE CUL-DE-SAC
IS INAPPROPRIATE

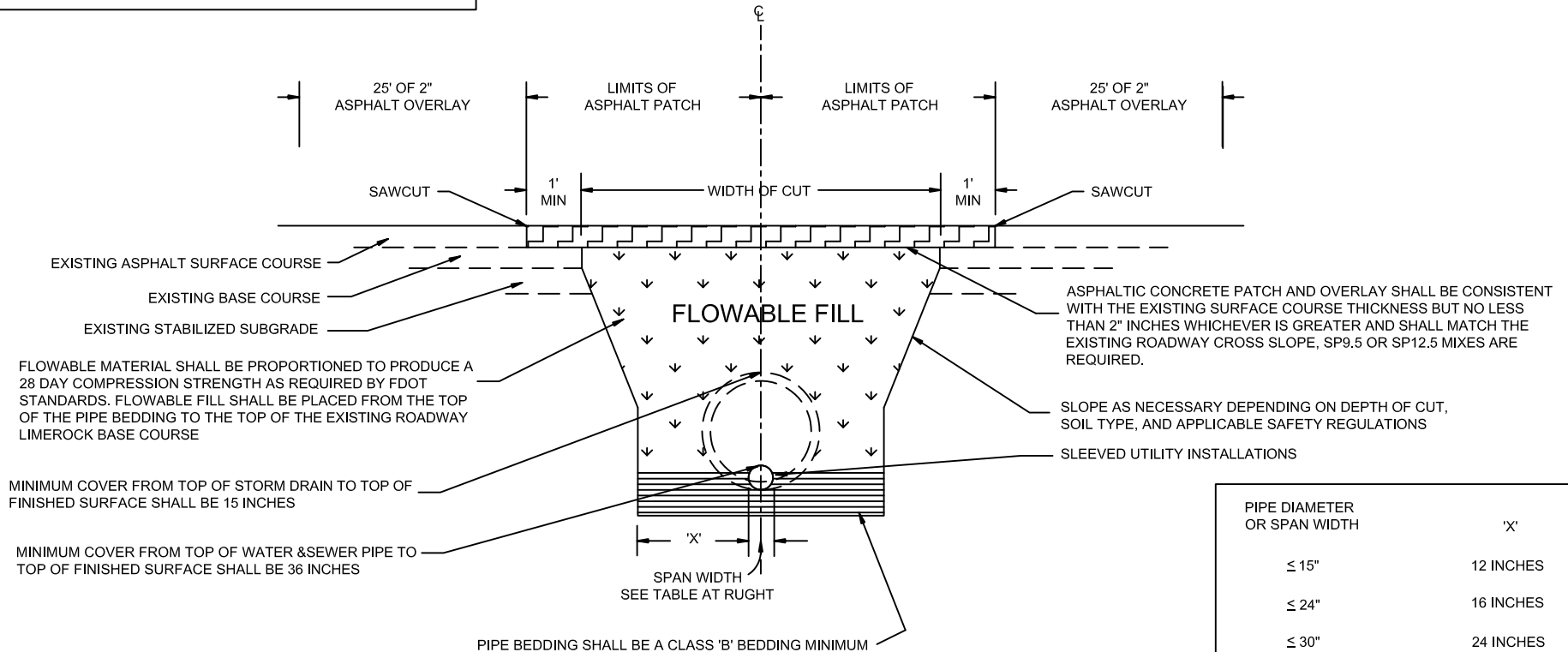
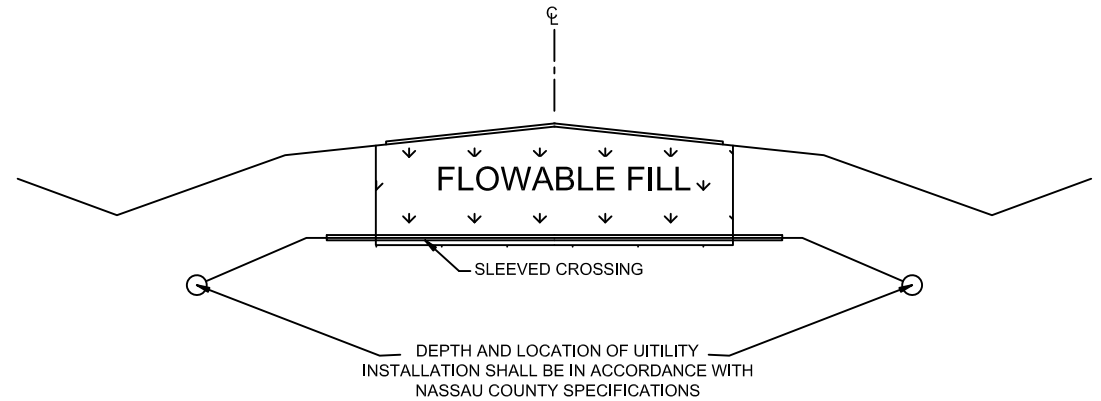
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

NOTES:

- 1) OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE ENGINEERING SERVICES DEPARTMENT.
- 2) MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH NASSAU COUNTY SPECIFICATIONS
- 3) ALL OPEN CUTS SHALL REQUIRE A PERMIT AND 48 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION A REPRESENTATIVE FROM THE COUNTY'S INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE FDOT STANDARDS, LATEST EDITION
- 5) THE CONTRACTOR SHALL PROVIDE TO THE NASSAU COUNTY CEI CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE CITY OF FERNANDINA BCH



PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 24"	16 INCHES
≤ 30"	24 INCHES
≤ 30"	36 INCHES



OPEN ROAD CUTS / FLOWABLE FILL

ROADWAY STANDARD DETAILS

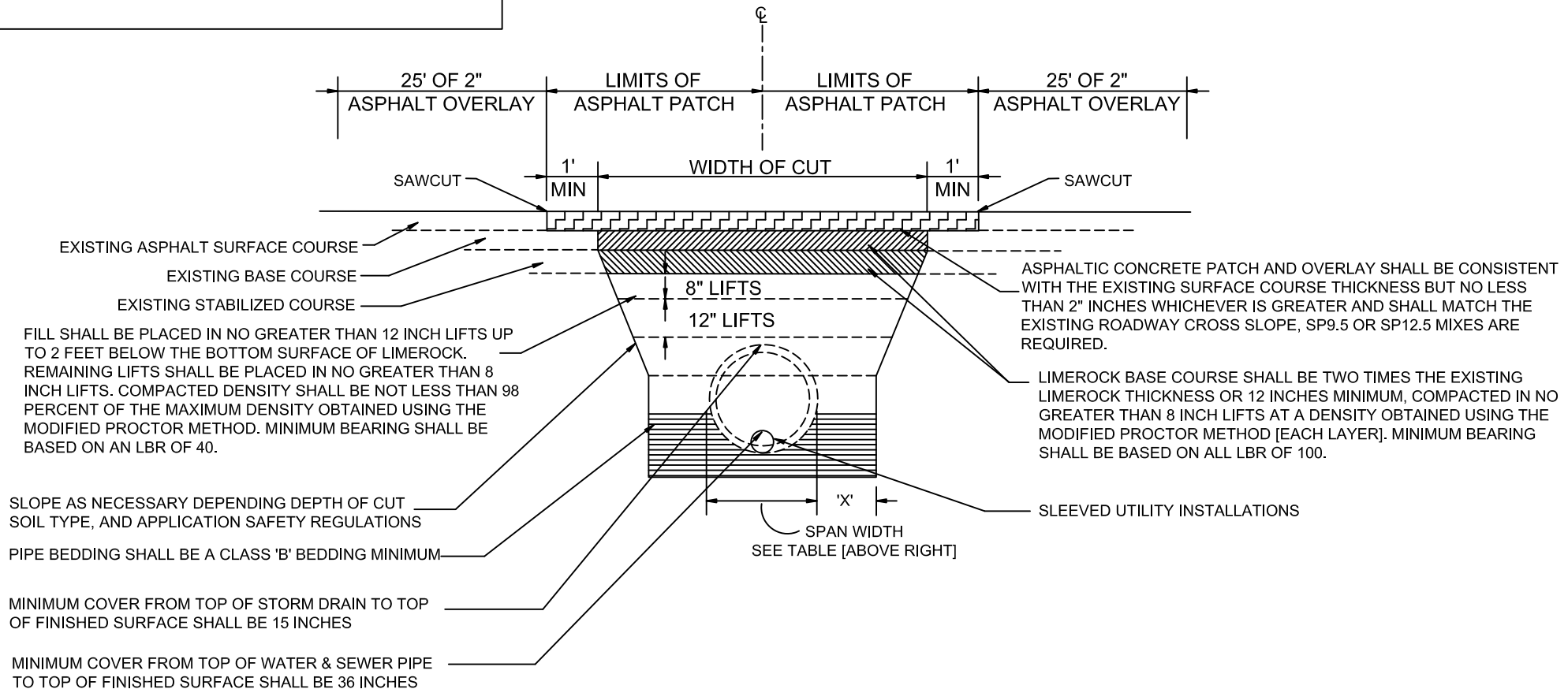
CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	9 OF 14

NOTES:

- 1) TEST REPORTS FOR DENSITY AND BEARING SHALL BE REQUIRED FOR ALL COMPACTED LIFTS
- 2) SOIL BEARING MAY BE DETERMINED BY A STATIC CONE PENETROMETER
- 3) FLOWABLE FILL IS THE PREFERRED ALTERNATIVE FOR ALL BACKFILL REQUIREMENTS (SEE OPEN ROADWAY CUT DETAIL NO. 15V FOR USE OF FLOWABLE FILL)
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, TEMPORARY TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NASSAU COUNTY ROAD CLOSURE POLICY
- 5) ALL OPEN ROADWAY CUTS SHALL REQUIRE A 24 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH/ REPAIR (OR VARIED BY THE CITY OF FERNANDINA BEACH FLORIDA)

PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 30"	24 INCHES
≤ 42"	30 INCHES
≤ 48"	36 INCHES
≤ 60"	42 INCHES
≤ 60"	48 INCHES

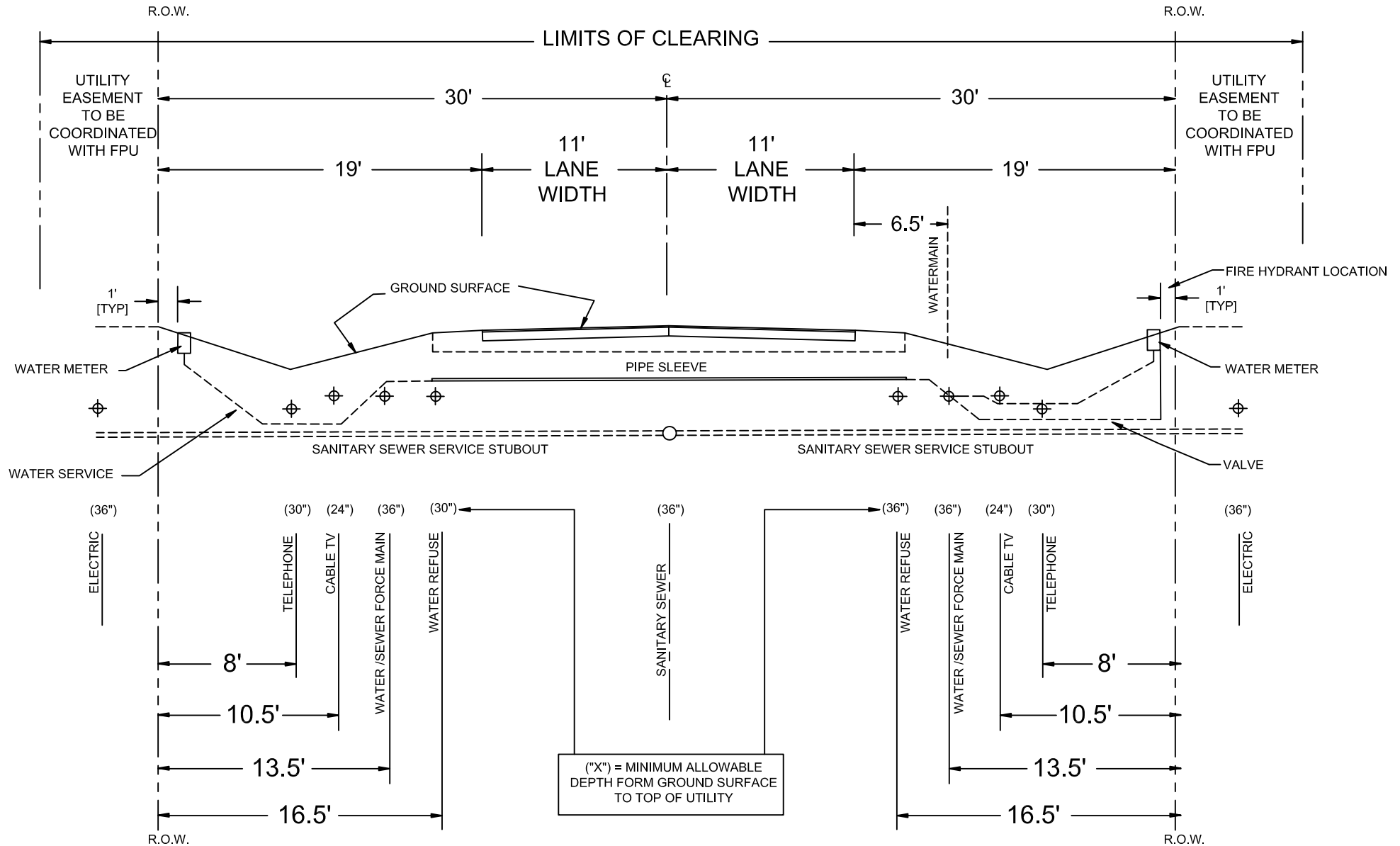


OPEN ROAD CUTS / COMPACTED FILL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	10 OF 14

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"

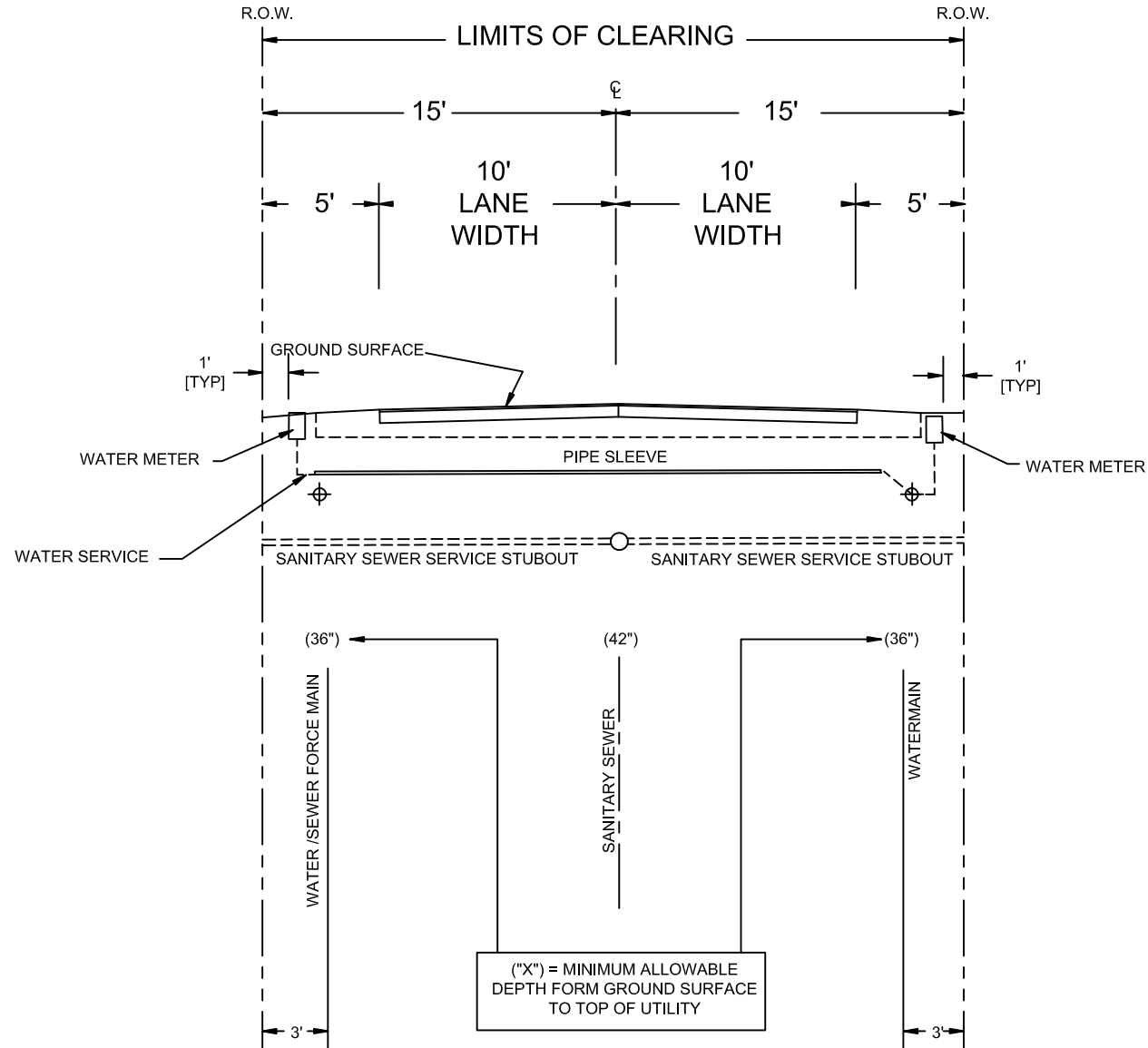


TYPICAL UTILITY LOCATION PLAN

60 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS	
CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	11 OF 14

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



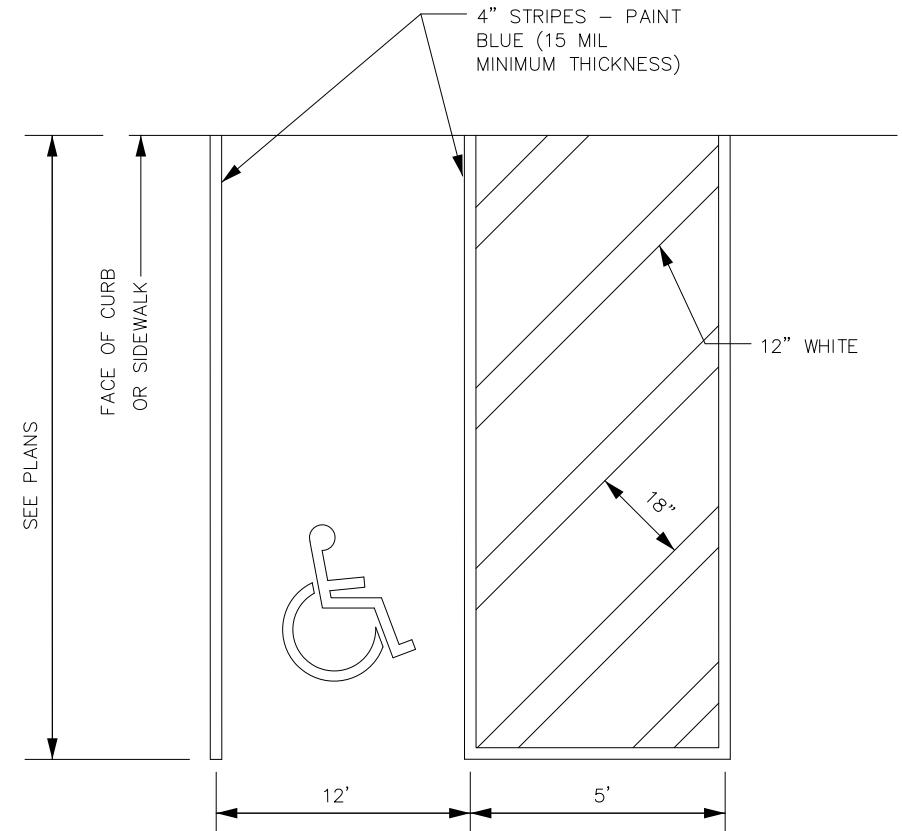
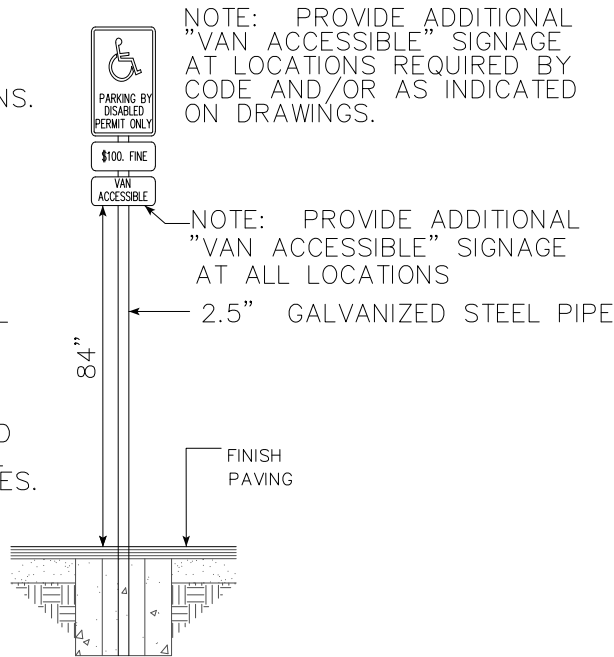
TYPICAL UTILITY LOCATION PLAN 30 FOOT ALLEY RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISION DATE:	DRAWING #
	13 OF 14

NOTE:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



Stall dimension measured from inside to inside striping

TYPICAL DISABLED PARKING



ADA PARKING AND SIGNAGE DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	14 OF 14

ROADWAY CONSTRUCTION NOTES

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(Minimum slope for grass ditches shall be 0.5%)

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0.5%-1.0%	Grassing and mulching
1.0%-4.0%	Sod
4.0% and greater	Ditch paving (concrete)

3. The limits of stabilizing sub-grade shall extend to a varying depth (per plan) below the bottom of the base and outward to six inches (6") beyond the curb.
4. The stabilizing material should be a high bearing value soil, sand-clay, limerock, recycled concrete, shell, or other material as approved by the City and a licensed soils engineer.
5. The sub-grade for all street shall be stabilized not less than forty (40) pounds Limerock Bearing Ratio (LBR) to a 12" minimum depth. A compaction of no less than ninety-eight (98%) percent density based on AASHTO T-180 shall be required.
6. Tests for sub-grade bearing capacity and compaction shall be done at a minimum of every 250 feet and shall be staggered to the left, right, and at center line of the roadway. For short sections of roadway, at least two (2) tests shall be required.
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21. Concrete curbs shall be provided on both sides of all streets and constructed with 3,000 PSI concrete at 28 days.
22. Concrete curbs shall be saw cut 1/4" at intervals of ten feet (10') with expansion joints at street intersections, structures, and along curves at sixty feet (60') intervals. All expansion joint material is required to be installed through the entire depth of the concrete curb.
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24. An upside-down "W" shall be cut in the outside edge of curb to mark the location of all water services.
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ROADWAY CONSTRUCTION NOTES

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Residential streets with state & County Roadways Or major thoroughfares within the City	40-50 ft.
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Entrances to commercial sites off of City streets	30 ft.
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Intersections interior in subdivisions	40 ft.
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37. All dead end roadways that exceed one-hundred fifty feet (150') shall be provided with an approved turnaround.
38. Minimum vertical clearance over all roadways is 13'-6". Minimum vertical clearance over all sidewalks is 7'.



**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, April 24, 2019 at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

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.

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).

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

***** This ad cannot be included in the legal or the classified section of the newspaper. *****
Please run as a DISPLAY ad in FRIDAY APRIL 12, 2019 issue.



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JUNE 12, 2019**

1. CALL TO ORDER – 5:02 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark*

*Donna Lewis (Alt 1)
Greg Roland (arrived at 5:26 PM)*

MEMBERS ABSENT:

*Frank Santry (Chair)
Jenny Schaffer (Alt 2)*

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

In Chair Santry's absence, Vice-Chair Bennett served as Chair.
Alternate Member Lewis was seated as a voting member.

2. APPROVAL OF MINUTES

There were no minutes presented for approval.

3. OLD BUSINESS

- 3.1 **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.

Susan Rabold, Project Manager, Cityscape Consultants, presented to the Board.

Victoria Robas, 2161 S Fletcher, spoke to the item and recommended changes.

Nathan Coyle, Airport Manager, provided insight regarding FAA lighting compliancy.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Lewis, to recommend approval of PAB 2019-06 to the City Commission with changes as discussed.

Motion passed by unanimous voice vote.

- 3.2 **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 Coyle, Airport Manager, was present to discuss the proposed document.

Victoria Robas, 2161 S Fletcher, spoke to the item and recommended changes.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to recommend approval of PAB 2019-05 as amended to the City Commission.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

- 4.1 **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).

Victoria Robas, 2161 S Fletcher, voiced support of a 60 foot minimum Right-of-way.

Bonnie Dickins, 132 S 15th Street, spoke to the item.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to recommend approval of PAB 2019-12 with an amendment to maintain a 60 foot minimum right-of-way.

Motion passed by unanimous voice vote.

5. BOARD BUSINESS

- 5.1 **Presentation of 2019-2020 Capital Improvements Plan (CIP):** City Staff will provide a presentation of the proposed 5-year CIP to the Board. *(Presentation only – No Action Required.)*

Ms. Gibson provided a brief introduction.

Nathan Coyle, Airport Manager, provided additional information and details.

Victoria Robas, 2161 S Fletcher, inquired on the item.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to direct staff to prepare construction standards for complete streets and bike trails within 18 months.

Motion passed by unanimous voice vote.

ACTION TAKEN: There was consensus among the board to task City Staff with conducting an Amelia Parkway corridor study.

- 5.2 **Application for Consideration of Alternate 2 position:** Victoria Robas *(Review only – No action*

DRAFT

Required.)

Victoria Robas formally introduced herself to the Board and spoke to her relevant experience and work history.

6. STAFF REPORT

Ms. Gibson spoke to PAB by-laws.

7. PUBLIC COMMENT

Bonnie Dickens, 132 S 15th Street spoke.

8. ADJOURNMENT – 7:31 PM

Samantha Rogic, Recording Secretary

Mark Bennett, Vice-Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Board of Adjustment

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: Board of Adjustment (BOA) Regular Member Ms. Tisha Dadd's term expired May 2019.

Ms. Dadd submitted a request for reappointment which was reviewed and acknowledged at the June 19, 2019 BOA Regular Meeting where the BOA agreed to move Ms. Dadd's Regular Member reappointment request forward for City Commission consideration.

If reappointed, Ms. Dadd will serve one three-year term expiring May, 2022.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Ms. Tisha Dadd to a three-year term to the Board of Adjustment.

Caroline Best, City Clerk	6/27/2019
Nicole Bednar, Administrative Services Manager	6/27/2019
Dale Martin, City Manager	7/2/2019

Date: June 26, 2019

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Samantha Rogic
Sent: Thursday, June 20, 2019 9:11 AM
To: Kim Briley
Cc: Caroline Best
Subject: BOA Reappointment

Kim,
At the June 19, 2019 regular meeting of the BOA, the board agreed to forward the reappointment of Tisha Dadd (term expired May, 2019) to the City Commission for their consideration. Please include this on the next possible CC agenda.

(I sent you an email from Chambers during the meeting stating the same. It is not showing up in my 'sent' folder on my desk computer—so I'm sending this again just to be safe. Disregard if you received my original email and now I'm just repeating myself!)

Sincerely,

Samantha Rogic
Planning Technician
Department of Planning & Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
904-310-3485
www.fbfl.us/ldc



If this email is related to the Board that you serve on, please DO NOT REPLY TO ALL.

*****Our Citizen Self Service Portal is now live!*****

To apply and pay online for building permits and planning applications, [CLICK HERE](#).

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 email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Board of Adjustment

Position	Term	Name & Address	Phone
1	11-07-2018	Marcy Mock 2008 Highland Drive, Fernandina Beach, FL 32034 marcy@marcymock.com	(904) 753-6500
2	09-04-2018	Steven Papke 2845 1st Avenue, Fernandina Beach, FL 32034 steven.papke@gmail.com	(904) 887-8318 (508) 717-7048
3	03-19-2019	Steve Cook 2629 Rachel Avenue, Fernandina Beach, FL 32034 saltwaterdragon@gmail.com	(904) 884-2429
4	11-07-2018	Matt Miller 416 Fir Street, Fernandina Beach, FL 32034 islandplumber@hotmail.com	(912) 270-5826
5	02-01-2013	Tisha Dadd 1328 North Fletcher Avenue, Fernandina Beach, FL 32034 tshadadd@live.com	(904) 222-8988
6	02-01-2016	Barry Hertslet 2705 Robert Oliver Avenue, Fernandina Beach, FL 32034 Barry.hertslet@gmail.com	(904) 491-0720
7	03-19-2019	Mark Gleason 315 Dunes of Amelia Drive, Fernandina Beach, FL 32034 gleasonmark@gmail.com	(904) 451-2696 (912) 573-1084

Board of Adjustment

Term Length: 3 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Wednesday of every month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Boards

Description:

Council Liaison:

Staff Liaison:

Jacob Platt

jplatt@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Marcy Mock	11/07/2018	2	11/07/2021
2	Steven Papke	09/04/2018	1	09/01/2021
3	Steve Cook	03/19/2019	1	09/01/2021
4	Matt Miller	11/07/2018	2	09/01/2021
5	Tisha Dadd	02/01/2013	1	05/01/2019
6	Barry Hertslet	02/01/2016	2	09/30/2021
7	Mark Gleason	03/19/2019	1	03/01/2022

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 7/2/2019

Date: May 31, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

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 7/2/2019

Date: May 31, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:
