



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
AUGUST 20, 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 Anthony Daniel of Macedonia AME Church.

4. PROCLAMATION / PRESENTATIONS

4.1 PROCLAMATION - ELM STREET LITTLE LEAGUE GIRLS SOFTBALL: MAJOR DIVISION, TEAM DINA DIVAS - *Recognizes Elm Street Little League Girls Softball: Major Division, Team Dina Divas for outstanding achievement. Members of the Elm Street Little League Girls Softball Team and coaching staff will be in attendance to accept the Proclamation.*

4.2 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.*

4.3 PRESENTATION - CONSERVATION LAND ACQUISITION - *Nassau County Planning and Economic Opportunity Department Director Ms. Adrienne Burke will present information related to the environmental importance of acquiring conservation lands.*

4.4 PRESENTATION - FRIENDS OF BOSQUE BELLO CEMETERY - *The Friends of Bosque Bello Cemetery will provide a update on their activities.*

4.5 PRESENTATION - STANTEC - *Stantec will provide an update regarding the Financial Sustainability Analysis for the General Fund, Golf Fund and the Marina Fund.*

4.6 BUDGET SUMMARY - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for July 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 - June 4, 2019; City Commission Workshop - June 18, 2019; City Commission Regular Meeting - June 18, 2019; City Commission Regular Meeting - July 2, 2019; City Commission Regular Meeting - July 16, 2019 and City Commission Special Meeting - July 30, 2019.*

- 6.2 **NASSAU COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN - RESOLUTION 2019-131 ADOPTING THE 2019-2023 NASSAU COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN AS THE STANDARD FOR EMERGENCY MANAGEMENT IN NASSAU COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Adopts the 2019-2023 Nassau County Comprehensive Emergency Management Plan.*
- 6.3 **AWARD OF BID #19-18 - POWER & PUMPS, INC. - RESOLUTION 2019-132 APPROVING THE AWARD OF BID #19-18 FOR THE PURCHASE OF TWENTY-TWO SUBMERSIBLE SEWER PUMPS TO POWER & PUMPS, INC. FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the award of Bid #19-18 to Power & Pumps, Inc.*

7. RESOLUTIONS

- 7.1 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2019-133 AUTHORIZING A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #44380919401 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR DESIGN AND BID SERVICES RELATED TO THE REHABILITATION OF RUNWAY 4/22 PAVEMENT, LIGHTING, AND STORMWATER AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes FDOT Public Transportation Grant Agreement #44380919401 in the amount of \$10,000 for design services related to the rehabilitation of Runway 4/22 pavement, lighting, and stormwater at the Fernandina Beach Municipal Airport.*
- 7.2 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2019-134 AUTHORIZING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT #43803519420 TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #43803519419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF FUEL FARM COMPONENTS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes FDOT Supplemental Joint Participation Agreement #43803519420 to Public Transportation Grant Agreement #43803519419 increasing FDOT grant support by \$275,000 for rehabilitation/construction of the fuel farm facility at the Fernandina Beach Municipal Airport.*
- 7.3 **APPROVING THE QUALIFYING DATES FOR THE 2020 GENERAL ELECTION - RESOLUTION 2019-135 APPROVING AND SETTING THE QUALIFYING DATES FOR THE NOVEMBER 3, 2020, CITY GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Sets the Qualifying Dates for the November 3, 2020, City General Election to begin July 13, 2020, through July 17, 2020.*
- 7.4 **CODE ENFORCEMENT FINE REDUCTION AND RELEASE OF LIEN - MARK O'BRIEN - RESOLUTION 2019-136 APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR MARK O'BRIEN CONTINGENT UPON FULL PAYMENT OF \$20,000 NO LATER THAN SEPTEMBER 20, 2019, FOR CODE ENFORCEMENT VIOLATIONS AT 400 SOUTH 8TH STREET AND 421 SOUTH 9TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes full releases/satisfactions of liens be executed based upon the Code Enforcement and Appeals Board's order that fines and fees be reduced to a total of \$20,000 for violations now in compliance at 400 South 8th Street and 421 South 9th Street in the name of Mark R. O'Brien, specifically conditioned upon Mr. O'Brien paying the entire \$20,000 to the City on or before August 1, 2019.*

8. ORDINANCES - FIRST READING

- 8.1 **MASTER FEE SCHEDULE – ORDINANCE 2019-20 ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK’S OFFICE, CITY MANAGER’S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2019/2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the amended Master Fee Schedule consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk’s Office, City Manager’s Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2019/2020.*
- 8.2 **CODE AMENDMENT - ACCESS RESTRICTIONS ON PUBLIC PROPERTY - ORDINANCE 2019-21 AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF FERNANDINA BEACH, FLORIDA; CREATING SECTION 2-354 APPLICABILITY; CREATING SECTION 2-355 DEFINITIONS; CREATING SECTION 2-356 STATING CERTAIN CITY PROPERTY NOT ACCESSIBLE TO GENERAL PUBLIC; CREATING SECTION 2-357 PROVIDING FOR TRESPASS WARNINGS FOR CITY PROPERTY; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends Chapter 2 of the City Code pertaining to limiting access to certain public property to maintain a safe and orderly environment.*

9. BOARD APPOINTMENTS

- 9.1 **HISTORIC DISTRICT COUNCIL** - *one appointment.*
- 9.2 **CODE ENFORCEMENT AND APPEALS BOARD** - *two appointments.*

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.*
- 10.3 **LAND DEVELOPMENT CODE AMENDMENT - PROHIBITING VEHICULAR RACE TRACKS, DRIVER/TRAINING COURSES AND GO-CART COURSES** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 10.4 **ALTERNATIVE DUNE WALKOVER CONSTRUCTION MATERIALS** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 10.5 **PLANNING AND CONSERVATION DEPARTMENT PROJECT UPDATE** - *This item is placed on the agenda at the request of Commissioner Ross.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Elm Street Little League Girls Softball: Major Division, Team Dina Divas

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing Elm Street Little League Girls Softball: Major Division, Team Dina Divas for outstanding achievement. Members of the Elm Street Little League Girls Softball team and coaching staff will be in attendance to accept the Proclamation.

This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 7/24/2019

Dale Martin, City Manager 8/8/2019



Date: July 24, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, established in 2016, the Elm Street Little League Girls Softball – Major Division, Team Dina Divas provides a social and competitive environment for 100’s of local female athletes to excel in the spirit of cooperative teamwork, sportsmanship and personal improvement; and

WHEREAS, from humble beginnings, the Girls Softball program is now a well-established and well-regarded arm of the Elm Street Little League whose motto is: “I trust in God. I love my Country and will respect its laws. I will play fair and strive to win but win or lose, I will always do my best.”; and

WHEREAS, the Dina Diva players and coaching staff are exceptionally well prepared, coached and disciplined. Players exhibit mental and physical conditioning which enables them to remain poised, confident and able to execute under competitive pressure; and

WHEREAS, recently, the Dina Divas Major All-Star team competed in three Regional and State Tournaments where they placed First in District 11; Section 3 and placed Second in the State of Florida Little League Major Division Tournament; and

WHEREAS, it is with great hometown pride that the City of Fernandina Beach recognizes Team Dina Diva players and Coaching staff for their outstanding achievements; and

WHEREAS, the lessons learned on the ball field - unwavering pride, spirit and self-confidence helps develop young girls into capable women and future leaders.

NOW, THEREFORE, I, Mike Lednovich, by virtue of the authority vested in me as Commissioner of the City of Fernandina Beach, Florida, along with my fellow Commissioners, do hereby extend heartfelt congratulations to the:

“Elm Street Little League Girls Softball - Major Division, Team Dina Divas”

on a historic season and urge the citizens of Fernandina Beach to appreciate the exemplary example these talented young ladies bring to our community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 20th day of August, 2019.

CITY OF FERNANDINA BEACH

Mike Lednovich
Commissioner

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 8/13/2019

Date: August 06, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
 Conservation Land Acquisition

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

The City of Fernandina Beach and Nassau County Board of County Commissioners met in a Joint Local Planning Agency Meeting on March 12, 2019. This Presentation is a followup to topics discussed which included island wide planning related to beaches, utilities, and conservation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 7/10/2019

Dale Martin, City Manager 8/8/2019

Date: July 10, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Friends of Bosque Bello Cemetery

ITEM TYPE: Presentation

REQUESTED ACTION: Presentation

SYNOPSIS: The Friends of Bosque Bello Cemetery will provide a update on their activities.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Salvatore Cumella, Senior Planner 8/2/2019

Dale Martin, City Manager 8/8/2019



Date: July 24, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Stantec

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Stantec will provide an update regarding the Financial Sustainability Analysis for the General Fund, Golf Fund and the Marina Fund.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Pauline Testagrose, Comptroller	8/6/2019
Nicole Bednar, Administrative Services Manager	8/6/2019
Dale Martin, City Manager	8/8/2019

Date: August 06, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

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 July 2019.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 8/13/2019

Dale Martin, City Manager 8/13/2019

Date: April 19, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

July 2019

Overall: Ten months of the fiscal year 2018/2019 represents 83.3% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of July. 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 83.3% mark at 92.3% of the annual budget primarily due to the timing of property tax receipts and Licenses and Permits. For the month of July 100.8% or \$12.8M have been received for property taxes. General Fund revenues exceeded expenses on a year-to-date basis by just over \$5.3 million. Specific revenue sources we are tracking are detailed below.

	18/19 Budget	July 19 YTD \$	July 19 YTD %	July 18 YTD \$	July 18 YTD %	
Local Option Gas Tax	393,321	262,934	66.8%	207,350	85.3%	
Small County Surtax (one cent sales tax)	1,978,258	1,512,709	76.5%	1,342,411	75.8%	
Half Cent Sales Tax	889,256	753,428	84.7%	707,840	82.8%	
Franchise Fees	1,440,000	1,122,317	77.9%	1,117,256	79.8%	
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 83.3% mark due to the payments of the annual maintenance agreements for Tyler/Munis, Kronos and the payment to Advance Disposal for the Shrimp Festival.

Special Revenue Funds: (100-190)

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

Debt Service Funds: (220 –230)

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

Capital Improvement Funds: (300-330)

Revenues exceed expenses in the Capital Improvements Fund. There are capital commitments in the Capital Improvements Fund (300) for sidewalks, paving, beach monitoring, dredging, and new playground equipment and surfacing at both MLK and the Atlantic Rec Center. Progress payments are being processed and paid.

Golf Course: (410)

Revenues exceeded expenses due to the transfers from the General Fund. Memberships were \$4,059 lower this July year to date compared to July 2018. In July, 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 July. This is primarily due to the lease payments, fuel sales and other revenue.

Sanitation: (440)

Revenues exceeded expenses for the month.

Wastewater: (450)

Expenses exceeded revenues due to higher operating expenses such as R&M Equipment and Operating Supplies.

Water: (460)

Revenue exceed expenses for the month. Revenue from Water Fees were \$118,940 or 3.5% higher than last July year to date.

Stormwater: (470)

Expenses exceed revenue year to date.

Marina: (480)

Limited Marina operations continue in the current fiscal year. Construction is 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 JULY 31, 2019**

83.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 12,753,306	\$ 12,850,219	\$ 96,913	100.8%
Sales /Use/Fuel Taxes	2,596,579	1,775,643	(820,936)	68.4%
Franchise Fees	1,460,000	1,141,859	(318,141)	78.2%
Licenses/Permits	1,601,825	1,537,508	(64,317)	96.0%
Intergovernmental	1,514,375	1,339,230	(175,145)	88.4%
Charges for Services	1,348,943	1,168,327	(180,616)	86.6%
Fines and Forfeitures	23,700	25,966	2,266	109.6%
Other	175,058	205,366	30,308	117.3%
Subtotal	21,473,786	20,044,119	(1,429,667)	93.3%
Transfers/Reimbursements				
Utility Tax	1,800,000	1,500,000	(300,000)	83.3%
Sanitation	36,000	30,000	(6,000)	83.3%
Wastewater	360,000	300,000	(60,000)	83.3%
Water	180,000	150,000	(30,000)	83.3%
Fleet	15,000	12,500	(2,500)	83.3%
Total Revenues (excluding cash balance)	23,864,786	22,036,619	(1,828,167)	92.3%
EXPENDITURES:				
City Commission	334,373	247,691	86,682	74.1%
City Clerk	513,348	396,736	116,612	77.3%
City Manager	488,757	389,416	99,341	79.7%
Finance	789,868	651,468	138,400	82.5%
Information and Technology	813,609	457,802	355,807	56.3%
Human Resources	375,806	282,288	93,518	75.1%
City Attorney	352,708	251,451	101,257	71.3%
Planning	637,393	489,497	147,896	76.8%
Facility Maintenance	620,929	497,269	123,660	80.1%
Police	5,875,077	4,530,705	1,344,372	77.1%
Fire	4,290,900	3,319,081	971,819	77.4%
Fire Ocean Rescue	328,687	186,155	142,532	56.6%
Building / Permitting	1,159,808	621,432	538,376	53.6%
Code Enforcement	221,251	162,572	58,679	73.5%
Streets	2,377,841	1,727,553	650,288	72.7%
Downtown	84,791	54,020	30,771	63.7%
Public Assistance	58,500	25,516	32,984	43.6%
Library	14,361	6,624	7,737	46.1%
Recreation	1,100,766	753,644	347,122	68.5%
Parks	393,734	184,937	208,797	47.0%
Peck	305,363	214,492	90,871	70.2%
MLK Center	201,908	157,652	44,256	78.1%
Youth	284,561	231,158	53,403	81.2%
Aquatics	342,195	252,715	89,480	73.9%
Non-Departmental	263,183	232,306	30,877	88.3%
Contingency	0	0	-	
Transfers				
Debt Service	423,720	353,100	70,620	83.3%
Capital Improvements	1,600,000	1,368,333	231,667	85.5%
Golf	220,000	183,333	36,667	83.3%
Cemetery	11,300	9,417	1,883	83.3%
Marina	300,000	250,000	50,000	83.3%
Subtotal	24,784,737	18,488,363	6,296,374	74.6%
Encumbrances - All Departments		353,664	(353,664)	
Reserves	4,454,213	-	4,454,213	
Reserves - Restricted	2,258,800	-	2,258,800	
Total Expenditures (including Encumbrances)	31,497,750	18,842,028	12,655,722	59.8%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,632,964)	3,194,591	10,827,555	
Fund Balance, October 1, 2018 (Cash Balance)				
Unrestricted	5,342,964	5,342,964	-	
Restricted Building	2,290,000	2,290,000	-	
Fund Balance, July 31, 2019	\$ -	\$ 10,827,555	\$ 10,827,555	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JULY 31, 2019**

83.3%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,161	\$ 142	\$ (2,019)	6.6%
110 Federal Forfeiture	74,600	181,806	107,206	243.7%
125 Tree Trust	0	27,101	27,101	108404000.0%
126 Historic Distric (HDC)	0	3,965	3,965	15860000.0%
130 CDBG - Economic Development	101,181	2,569	(98,612)	2.5%
145 Wastewater Impact Fees	1,105,200	976,657	(128,543)	88.4%
146 Water Impact Fees	449,400	405,430	(43,970)	90.2%
150 Utility Tax	2,010,000	1,547,421	(462,579)	77.0%
160 Local Law Enforcement Block Grant	-	-	-	0.0%
170 Cemetery	1,288,500	201,947	(1,086,553)	15.7%
180 Community Redevelopment Area	20,000	8,664	(11,336)	43.3%
190 Law Enforcement Recovery	219,200	96,622	(122,578)	44.1%
Total Revenues	\$ 5,270,242	\$ 3,452,324	\$ (1,817,918)	65.5%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,161	-	\$ 2,161	0.0%
110 Federal Forfeiture	74,600	70,406	4,194	94.4%
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	416,667	688,533	37.7%
146 Water Impact Fees	449,400	283,333	166,067	63.0%
150 Utility Tax	2,010,000	1,500,000	510,000	74.6%
160 Local Law Enforcement Block Grant	-	-	0	0.0%
170 Cemetery	1,288,500	142,762	1,145,738	11.1%
180 Community Redevelopment Area	20,000	-	20,000	0.0%
190 Law Enforcement Recovery	219,200	141,641	77,559	64.6%
Total Expenditures	\$ 5,270,242	\$ 2,554,809	\$ 2,715,433	48.5%

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 JULY 31, 2019**

83.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 5,481,700	\$ 2,321,040	\$ (3,160,660)	42.3%
	Expenses				
	General Government	\$ 800,871	\$ 312,970	487,901	39.1%
	Police	-	-	-	0.0%
	Fire	-	-	-	0.0%
	Streets	730,829	336,126	394,703	46.0%
	Recreation	3,070,000	1,109,222	1,960,778	36.1%
	Parks	253,000	37,134	215,866	14.7%
	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	<u>5,411,700</u>	<u>2,079,812</u>	<u>3,331,888</u>	38.4%
	Net Revenues(Expenses)	\$ 70,000	\$ 241,228	\$ (171,228)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,708,000	\$ 14,123	\$ (1,693,877)	0.8%
	Admin	943,374	120,237	(823,137)	12.7%
	Police	250,272	49,498	(200,774)	19.8%
	Fire	864,289	89,149	(775,140)	10.3%
	Sanitation	-	-	-	0.0%
	Recreation	3,136,965	585,146	(2,551,819)	18.7%
	Subtotal	<u>6,902,900</u>	<u>858,153</u>	<u>(6,044,747)</u>	12.4%
	Expenses				
	Admin	\$ 2,444,574	\$ 71,004	\$ 2,373,571	2.9%
	Police	250,972	-	\$ 250,972	0.0%
	Fire	865,489	11,502	\$ 853,987	1.3%
	Recreation	3,341,865	252,390	\$ 3,089,475	7.6%
	Subtotal	<u>6,902,900</u>	<u>334,896</u>	<u>6,568,004</u>	4.9%
	Net Revenues(Expenses)	\$ -	\$ 523,257	\$ 523,257	0.0%
330	Wastewater Improvement				
	Revenues	\$ 3,488,400	\$ 1,256,484	\$ (2,231,916)	36.0%
	Expenses	3,488,400	-	3,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 1,256,484	\$ 1,256,484	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JULY 31, 2019**

83.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,446,262	\$ 1,152,739	\$ (293,523)	79.7%
Operating Expense*	1,498,859	1,198,396	300,463	80.0%
Operating Income (Loss)	(52,597)	(45,657)	6,940	86.8%
Non Operating Income (Expense) & Transfers	125,990	217,752	91,762	172.8%
Change in Net Position	\$ 73,393	\$ 172,095	\$ 98,702	234.5%
Airport Fund 420				
Operating Revenues	\$ 865,679	\$ 735,816	\$ (129,863)	85.0%
Operating Expense*	544,286	394,956	149,330	72.6%
Operating Income (Loss)	321,393	340,860	19,467	106.1%
Non Operating Income (Expense) & Transfers	265,168	206,265	(58,903)	77.8%
Change in Net Position	\$ 586,561	\$ 547,125	\$ (39,436)	93.3%
Sanitation Fund 440				
Operating Revenues	\$ 2,400,000	\$ 1,995,867	\$ (404,133)	83.2%
Operating Expense*	2,397,395	1,733,006	664,389	72.3%
Operating Income (Loss)	2,605	262,861	260,256	10090.6%
Non Operating Income (Expense) & Transfers	19,000	(12,558)	(31,558)	-66.1%
Change in Net Position	\$ 21,605	\$ 250,303	\$ 228,698	1158.5%
Wastewater Fund 450				
Operating Revenues	\$ 5,870,988	\$ 4,886,163	\$ (984,826)	83.2%
Operating Expense*	2,619,299	1,996,477	622,822	76.2%
Operating Income (Loss)	3,251,689	2,889,686	(362,003)	88.9%
Non Operating Income (Expense) & Transfers	(2,852,583)	(2,289,418)	563,165	80.3%
Change in Net Position	\$ 399,106	\$ 600,268	\$ 201,162	150.4%
Water Fund 460				
Operating Revenues	\$ 4,228,137	\$ 3,557,820	\$ (670,317)	84.1%
Operating Expense*	2,450,246	1,656,525	793,721	67.6%
Operating Income (Loss)	1,777,891	1,901,296	123,405	106.9%
Non Operating Income (Expense) & Transfers	(1,050,549)	(850,908)	199,641	81.0%
Change in Net Position	\$ 727,342	\$ 1,050,388	\$ 323,046	144.4%
Stormwater Fund 470				
Operating Revenues	\$ 815,000	\$ 741,541	\$ (73,459)	91.0%
Operating Expense*	674,675	531,092	143,583	78.7%
Operating Income (Loss)	140,325	210,449	70,124	150.0%
Non Operating Income (Expense) & Transfers	685,000	123	(684,877)	0.0%
Change in Net Position	\$ 825,325	\$ 210,572	\$ (614,753)	25.5%
Marina Fund 480				
Operating Revenues	\$ 480,125	\$ 108,498	\$ (371,627)	22.6%
Operating Expense*	1,008,502	469,929	538,573	46.6%
Operating Income (Loss)	(528,377)	(361,431)	166,946	68.4%
Non Operating Income (Expense) & Transfers	11,882,112	4,576,340	(7,305,772)	38.5%
Change in Net Position	\$ 11,353,735	\$ 4,214,909	\$ (7,138,826)	37.1%
*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	227,070	\$ 384,968	37.1%
Sanitation Fund 440	100,000	98,886	1,114	98.9%
Wastewater Fund 450	1,189,000	661,813	527,187	55.7%
Water Fund 460	648,000	93,733	554,267	14.5%
Stormwater Fund 470	910,395	229,521	680,874	25.2%
Marina Fund 480	12,186,550	3,640,074	8,546,476	29.9%
Total Enterprise Funds	\$ 15,715,310	\$ 4,956,422	\$ 10,758,888	31.5%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH JULY 31, 2019**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	1,194,771.42	1,203,722.56	(8,951.14)	183,333.30		7,613.22	166,768.94
Airport (420)	961,013.24	622,025.72	338,987.52			18,932.39	320,055.13
Sanitation (440)	2,013,308.45	1,831,891.56	181,416.89		(30,000.00)		151,416.89
Wastewater (450)	4,993,897.14	2,928,289.81	2,065,607.33		(2,127,152.50)		(61,545.17)
Water (460)	3,605,036.83	1,750,257.22	1,854,779.61	500,000.00	(1,398,124.20)		956,655.41
Storm Water Management (470)	741,663.27	760,612.14	(18,948.87)				(18,948.87)
Marina (480)	4,661,656.20	4,110,002.62	551,653.58	250,000.00		226,818.76	574,834.82

*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

8/9/2019

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
170		30	18,837.06	
99		60	11,878.75 *	*Some accts. have payment terms. We also resumed disconnection for nonpayment.
92		90	7,554.67 *	
138		120	28,176.76 *	
-		150	- *	
-				
-				
	Total		\$ 66,447.24	

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

-	Closed accts. from IMS	320 accts. w/ delinquent balances	\$ 47,830.23	*Accounts to be reviewed and sent to collections by 9/30/19
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Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,646.60	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
6	*Duplicate invoices have been mailed to each tenant.	30	1,823.45 *	(Amelia Island Aviation - acct closed)
2		60	633.41 *	\$ -
2		90	634.11 *	\$ -
5		120	1,514.79 *	\$ -
0		150+	-	\$ 8,758.77
6	Sub Total		\$ 4,605.76	\$ 8,758.77
				\$ 13,364.53

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
14	ALL Customers			\$8,830
		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	629.77	
2		60	448.04	
0		90	-	
0		120+	-	
3	Sub Total		\$ 1,077.81	

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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	-12,850,219.39	-9,953.05	0.00	96,913.39	100.8%
001 31251	-393,321.00	-393,321.00	-262,934.32	-24,496.77	0.00	-130,386.68	66.8%*
001 31252	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%*
001 31260	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%*
001 31610	-1,978,258.00	-1,978,258.00	-1,512,709.15	-178,452.05	0.00	-465,548.85	76.5%*
001 31620	-145,000.00	-145,000.00	-139,517.08	-11,134.95	0.00	-5,482.92	96.2%*
001 31630	-3,750.00	-3,750.00	-981.27	-634.73	0.00	-2,768.73	26.2%*
001 31640	0.00	0.00	-530.25	-210.00	0.00	530.25	100.0%
001 32200	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%*
001 32201	-655,000.00	-655,000.00	-656,903.25	-61,958.50	0.00	1,903.25	100.3%
001 32202	0.00	0.00	-5,832.50	0.00	0.00	5,832.50	100.0%
001 32203	-300,000.00	-300,000.00	-269,200.45	-24,804.00	0.00	-30,799.55	89.7%*
001 32204	-7,500.00	-7,500.00	-5,978.50	-470.00	0.00	-1,521.50	79.7%*
001 32206	-6,000.00	-6,000.00	-5,110.00	-560.00	0.00	-890.00	85.2%*
001 32207	-5,000.00	-5,000.00	-4,660.00	0.00	0.00	-340.00	93.2%*
001 32210	-3,500.00	-3,500.00	-1,540.00	-70.00	0.00	-1,960.00	44.0%*
001 32211	-25,000.00	-25,000.00	-29,877.50	0.00	0.00	4,877.50	119.5%
001 32218	-5,000.00	-5,000.00	-1,050.00	0.00	0.00	-3,950.00	21.0%*
001 32219	-25,000.00	-25,000.00	-11,718.00	-1,211.00	0.00	-13,282.00	46.9%*
	-25,000.00	-25,000.00	-6,382.50	0.00	0.00	-18,617.50	25.5%*

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FOR 2019 10

	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	-1,122,316.62	-134,925.48	0.00	-317,683.38	77.9%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-19,542.32	-2,093.38	0.00	-457.68	97.7%*
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-18,695.38	-4,356.68	0.00	-6,304.62	74.8%*
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-34,775.00	-4,650.00	0.00	16,775.00	193.2%
001 32903		SIGN PERMITS					
	-4,500.00	-4,500.00	-3,287.00	-589.00	0.00	-1,213.00	73.0%*
001 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-78,989.00	-4,115.00	0.00	18,989.00	131.6%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-7,275.00	-750.00	0.00	-1,225.00	85.6%*
001 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-15,680.00	-640.00	0.00	1,680.00	112.0%
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,800.00	-225.00	0.00	-4,200.00	30.0%*
001 32910		GAS PERMITS-TANK FEES					
	0.00	0.00	-75.00	0.00	0.00	75.00	100.0%
001 32911		MECHANICAL					
	-75,000.00	-75,000.00	-18,837.00	0.00	0.00	-56,163.00	25.1%*
001 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-39,746.00	-3,310.00	0.00	4,746.00	113.6%
001 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-35,722.00	-2,468.00	0.00	10,722.00	142.9%
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	-3,000.00	-300.00	0.00	200.00	107.1%
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	-2,400.00	-475.00	0.00	-1,525.00	61.1%*
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	-15,800.00	-3,000.00	0.00	-21,400.00	42.5%*
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	-750.00	-500.00	0.00	0.00	100.0%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%*
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-400.00	-400.00	0.00	400.00	100.0%
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	0.00	0.00	-1,200.00	62.5%*
001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-4,625.25	15,265.80	0.00	2,625.25	231.3%
001 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-3,963.45	0.00	0.00	2,963.45	396.3%
001 32981		SPECIAL EVENT PERMITS					
	-3,500.00	-3,500.00	-6,778.00	-325.00	0.00	3,278.00	193.7%
001 32982		SPECIAL BANNER PERMITS					
	-1,500.00	-1,500.00	-1,950.00	-225.00	0.00	450.00	130.0%
001 32992		FIRE MARSHALL'S FEES					
	-30,000.00	-30,000.00	-82,012.80	-1,639.05	0.00	52,012.80	273.4%
001 32995		ADDRESS ASSIGNMENT					
	-1,500.00	-1,500.00	-690.00	-10.00	0.00	-810.00	46.0%*
001 33120		FEMA GRANT					
	0.00	0.00	-114,770.85	0.00	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	-753,427.99	-98,228.58	0.00	-135,828.01	84.7%*
001 33420		FEMA STATE					
	0.00	0.00	-18,885.75	0.00	0.00	18,885.75	100.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-227,319.00	-227,319.00	-186,861.46	-19,074.53	0.00	-40,457.54	82.2%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-642.86	-55.25	0.00	-157.14	80.4%*
001 33515		ALCOHOLIC BEV LICENSE					
	-25,000.00	-25,000.00	-22,867.33	-461.47	0.00	-2,132.67	91.5%*
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-8,370.00	0.00	0.00	-1,630.00	83.7%*
001 33720		SCHOOL RESOURCE OFFICER					
	-250,000.00	-250,000.00	-222,449.33	-26,272.24	0.00	-27,550.67	89.0%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33721		DEA REIMBURSEMENT					
	-12,000.00	-12,000.00	-10,954.56	0.00	0.00	-1,045.44	91.3%*
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,000.00	-118,000.00	-41,461.56	382.75	0.00	-76,538.44	35.1%*
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	-380,462.32	-45,098.64	0.00	-70,480.68	84.4%*
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	-3,376.80	0.00	0.00	-2,623.20	56.3%*
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-140,615.40	-15,615.54	0.00	-19,384.60	87.9%*
001 34701		TRUST ACTIVITIES TAXABLE					
	-20,000.00	-20,000.00	-31,748.83	-4,107.96	0.00	11,748.83	158.7%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-20,278.98	-3,002.00	0.00	10,278.98	202.8%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,632.50	-370.00	0.00	3,632.50	100.0%
001 34704		RENTALS NON-TAXABLE					
	-15,000.00	-15,000.00	-4,840.00	-210.00	0.00	-10,160.00	32.3%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-900.36	-150.00	0.00	400.36	180.1%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-9,190.80	0.00	0.00	-4,309.20	68.1%*
001 34720		RENTALS					
	-9,000.00	-9,000.00	-8,590.00	-745.00	0.00	-410.00	95.4%*
001 34721		PECK RENTS					
	-11,000.00	-11,000.00	-3,844.74	0.00	0.00	-7,155.26	35.0%*
001 34722		PECK RENTS NON-TAXABLE					
	-35,000.00	-35,000.00	-23,070.31	-1,669.28	0.00	-11,929.69	65.9%*
001 34723		PECK TRUST TAXABLE					
	-6,000.00	-6,000.00	-7,854.44	-657.05	0.00	1,854.44	130.9%
001 34724		PECK TRUST NON-TAXABLE					
	-40,000.00	-40,000.00	-35,126.50	-2,635.00	0.00	-4,873.50	87.8%*
001 34725		MLK RENTS					
	-4,000.00	-4,000.00	-5,635.00	-479.00	0.00	1,635.00	140.9%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,961.50	-185.00	0.00	1,961.50	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-11,000.00	-11,000.00	-16,945.00	-600.00	0.00	5,945.00	154.0%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-19,522.50	-272.00	0.00	2,522.50	114.8%
001 34731		YOUTH CAMPS					
	-255,000.00	-255,000.00	-250,362.36	-40,360.20	0.00	-4,637.64	98.2%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	-835.40	0.00	0.00	835.40	100.0%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-115,000.00	-115,000.00	-98,938.31	-11,023.31	0.00	-16,061.69	86.0%*
001 34742		SWIMMING POOLS					
	-52,000.00	-52,000.00	-57,720.67	-13,035.13	0.00	5,720.67	111.0%
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-711.23	-90.00	0.00	711.23	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	-466.00	-25.00	0.00	466.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-10,500.00	-10,500.00	-7,577.78	-839.09	0.00	-2,922.22	72.2%*
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-15,722.00	-3,657.00	0.00	4,722.00	142.9%
001 35120		POLICE EDUCATION					
	-1,300.00	-1,300.00	-1,190.97	-125.39	0.00	-109.03	91.6%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-900.00	-900.00	-1,475.25	-145.10	0.00	575.25	163.9%
001 36110		INTEREST					
	-50,000.00	-50,000.00	-84,667.11	-13,852.14	0.00	34,667.11	169.3%
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	-22,643.16	-5,584.75	0.00	-1,156.84	95.1%*
001 36990		OTHER REVENUE					
	-15,000.00	-15,000.00	-47,793.19	-4,873.47	0.00	32,793.19	318.6%
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	-91.00	-15.00	0.00	-9.00	91.0%*
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	-1,500,000.00	-150,000.00	0.00	-300,000.00	83.3%*
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-30,000.00	-3,000.00	0.00	-6,000.00	83.3%*
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-300,000.00	-30,000.00	0.00	-60,000.00	83.3%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-150,000.00	-15,000.00	0.00	-30,000.00	83.3%*
001 38251		FROM FLEET					
	-15,000.00	-15,000.00	-12,500.00	-1,250.00	0.00	-2,500.00	83.3%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38910	CASH BALANCE FORWARD						
	-5,342,964.00	-5,342,964.00	0.00	0.00	0.00	-5,342,964.00	.0%*
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	-22,001,379.39	-976,067.21	0.00	-9,463,256.61	69.9%
TOTAL REVENUES							
	-31,464,636.00	-31,464,636.00	-22,001,379.39	-976,067.21	0.00	-9,463,256.61	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,000.00	-33,113.78	-35,239.15	-1,316.74	0.00	2,125.37	106.4%
TOTAL FIRE							
	-7,000.00	-33,113.78	-35,239.15	-1,316.74	0.00	2,125.37	106.4%
TOTAL REVENUES							
	-7,000.00	-33,113.78	-35,239.15	-1,316.74	0.00	2,125.37	
GRAND TOTAL							
	-31,471,636.00	-31,497,749.78	-22,036,618.54	-977,383.95	0.00	-9,461,131.24	70.0%
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Revenue	Amount	% Used
Revised Budget	(\$31,497,749.78)	70.0%
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	(\$22,036,618.54)	92.3%

Revised Budget excluding Cash	(\$23,864,785.78)
Less: YTD Expenditures	<u>18,488,363.19</u>
Net (Revenues) Expenditures	(\$ 5,376,422.59)

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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	247,690.97	30,358.57	0.00	86,682.03	74.1%
0011200 CITY CLERK 514,348.00	513,348.00	396,736.11	29,601.02	0.00	116,611.89	77.3%
0011210 CITY MANAGER 534,107.00	488,757.00	389,416.15	35,566.10	2,265.00	97,075.85	80.1%
0011300 FINANCE 764,488.00	789,868.00	651,467.62	62,126.70	19,974.26	118,426.12	85.0%
0011310 INFORMATION TECHNOLOGY 670,489.00	813,609.00	457,802.32	55,051.92	161,480.00	194,326.68	76.1%
0011350 HUMAN RESOURCES 375,806.00	375,806.00	282,287.99	27,664.04	0.00	93,518.01	75.1%
0011400 CITY ATTORNEY 352,708.00	352,708.00	251,451.27	24,743.72	0.00	101,256.73	71.3%
0011500 PLANNING 640,393.00	637,393.00	489,496.84	44,896.07	9,617.24	138,278.92	78.3%
0011910 NON DEPARTMENTAL 267,183.00	263,183.00	232,305.62	17,772.05	0.00	30,877.38	88.3%
0011930 FACILITIES MAINTENANCE 620,929.00	620,929.00	497,268.69	43,192.67	0.00	123,660.31	80.1%
0012100 POLICE 5,879,077.00	5,875,077.00	4,530,705.09	445,753.16	20,506.78	1,323,865.13	77.5%
0012200 FIRE 4,267,286.00	4,290,899.78	3,319,080.84	337,679.23	73,467.91	898,351.03	79.1%
0012201 FIRE OCEAN RESCUE 328,687.00	328,687.00	186,154.82	63,535.84	0.00	142,532.18	56.6%
0012400 BUILDING / PERMITTING 1,159,808.00	1,159,808.00	621,431.57	59,603.92	0.00	538,376.43	53.6%
0012420 CODE ENFORCEMENT 221,251.00	221,251.00	162,572.33	15,645.49	2,000.00	56,678.67	74.4%
0014100 STREETS 2,332,491.00	2,377,841.00	1,727,553.46	99,439.62	19,353.30	630,934.24	73.5%
0015200 DOWNTOWN 84,791.00	84,791.00	54,019.63	4,717.02	0.00	30,771.37	63.7%
0015640 PUBLIC ASSISTANCE 58,500.00	58,500.00	25,515.68	800.13	0.00	32,984.32	43.6%
0017100 LIBRARY 14,361.00	14,361.00	6,624.48	409.94	0.00	7,736.52	46.1%
0017200 RECREATION 1,105,681.00	1,100,766.00	753,643.81	73,331.93	0.00	347,122.19	68.5%
0017210 PARKS 323,734.00	393,734.00	184,936.84	41,097.27	45,000.00	163,797.16	58.4%
0017220 PECK 305,363.00	305,363.00	214,492.31	21,044.05	0.00	90,870.69	70.2%



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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	157,651.92	20,075.12	0.00	44,256.08	78.1%
0017230 YOUTH	284,561.00	284,561.00	231,157.98	36,027.71	0.00	53,403.02	81.2%
0017240 AQUATICS	342,280.00	342,195.00	252,715.48	30,711.20	0.00	89,479.52	73.9%
0018100 INTERFUND TRANSFERS OUT	2,625,020.00	2,555,020.00	2,164,183.37	195,418.34	0.00	390,836.63	84.7%
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	18,488,363.19	1,816,262.83	353,664.49	12,655,722.10	59.8%

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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 36110		INTEREST					
	0.00	0.00	-1.58	-1.58	0.00	1.58	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,161.00	-2,161.00	0.00	0.00	0.00	-2,161.00	.0%*
100 59990		RESERVE					
	2,161.00	2,161.00	0.00	0.00	0.00	2,161.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-141.58	-1.58	0.00	141.58	100.0%
	TOTAL REVENUES						
	-2,161.00	-2,161.00	-141.58	-1.58	0.00	-2,019.42	
	TOTAL EXPENSES						
	2,161.00	2,161.00	0.00	0.00	0.00	2,161.00	
	GRAND TOTAL						
	0.00	0.00	-141.58	-1.58	0.00	141.58	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-15,000.00	-15,000.00	-171,744.25	0.00	0.00	156,744.25	1145.0%
110 36110		INTEREST					
	0.00	0.00	-125.54	-125.54	0.00	125.54	100.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-9,936.01	0.00	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 56400		MACH/EQUIP					
	72,800.00	72,800.00	70,406.33	9,085.53	0.00	2,393.67	96.7%
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	-111,399.47	8,959.99	0.00	111,399.47	100.0%
TOTAL REVENUES							
	-74,600.00	-74,600.00	-181,805.80	-125.54	0.00	107,205.80	
TOTAL EXPENSES							
	74,600.00	74,600.00	70,406.33	9,085.53	0.00	4,193.67	
GRAND TOTAL							
	0.00	0.00	-111,399.47	8,959.99	0.00	111,399.47	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	-27,010.00	-8,420.00	0.00	27,010.00	100.0%
125 36110		INTEREST					
	0.00	0.00	-90.27	-90.27	0.00	90.27	100.0%
125 38910		CASH BALANCE FORWARD					
	0.00	0.00	-108,617.36	0.00	0.00	108,617.36	100.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-135,717.63	-8,510.27	0.00	135,717.63	100.0%
TOTAL REVENUES							
	0.00	0.00	-135,717.63	-8,510.27	0.00	135,717.63	
	0.00	0.00	-135,717.63	-8,510.27	0.00	135,717.63	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	-3,960.00	-950.00	0.00	3,960.00	100.0%
126 36110		INTEREST					
	0.00	0.00	-4.99	-4.99	0.00	4.99	100.0%
126 38910		CASH BALANCE FORWARD					
	0.00	0.00	-3,780.00	0.00	0.00	3,780.00	100.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-7,744.99	-954.99	0.00	7,744.99	100.0%
TOTAL REVENUES							
	0.00	0.00	-7,744.99	-954.99	0.00	7,744.99	
GRAND TOTAL							
	0.00	0.00	-7,744.99	-954.99	0.00	7,744.99	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	0.00	0.00	-2,568.58	-323.42	0.00	2,568.58	100.0%
130 38910		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%*
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	-2,568.58	-323.42	0.00	2,568.58	100.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	-2,568.58	-323.42	0.00	-98,612.42	
		TOTAL EXPENSES					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	
	GRAND TOTAL	0.00	-2,568.58	-323.42	0.00	2,568.58	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	-990.41	-990.41	0.00	-1,509.59	39.6%*
145 36310		IMPACT FEES- INCORPORATED AREA					
	-438,669.00	-438,669.00	-958,518.46	5,941.76	0.00	519,849.46	218.5%
145 36311		IMPACT FEES- UNINCORPORATED					
	-29,012.00	-29,012.00	-17,147.87	-305.44	0.00	-11,864.13	59.1%*
145 38910		CASH BALANCE FORWARD					
	-635,019.00	-635,019.00	0.00	0.00	0.00	-635,019.00	.0%*
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	416,666.70	41,666.67	0.00	83,333.30	83.3%
145 59990		RESERVE					
	605,200.00	605,200.00	0.00	0.00	0.00	605,200.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-559,990.04	46,312.58	0.00	559,990.04	100.0%
TOTAL REVENUES	-1,105,200.00	-1,105,200.00	-976,656.74	4,645.91	0.00	-128,543.26	
TOTAL EXPENSES	1,105,200.00	1,105,200.00	416,666.70	41,666.67	0.00	688,533.30	
GRAND TOTAL	0.00	0.00	-559,990.04	46,312.58	0.00	559,990.04	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	-317.32	-317.32	0.00	317.32	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-181,251.00	-181,251.00	-395,414.19	1,513.85	0.00	214,163.19	218.2%
146 36311		IMPACT FEES- UNINCORPORATED					
	-11,988.00	-11,988.00	-9,698.18	-108.18	0.00	-2,289.82	80.9%*
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	283,333.30	28,333.33	0.00	56,666.70	83.3%
146 59990		RESERVE					
	109,400.00	109,400.00	0.00	0.00	0.00	109,400.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	-122,096.39	29,421.68	0.00	122,096.39	100.0%
TOTAL REVENUES							
	-449,400.00	-449,400.00	-405,429.69	1,088.35	0.00	-43,970.31	
TOTAL EXPENSES							
	449,400.00	449,400.00	283,333.30	28,333.33	0.00	166,066.70	
GRAND TOTAL							
	0.00	0.00	-122,096.39	29,421.68	0.00	122,096.39	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	-614,820.58	-96,773.97	0.00	-85,555.42	87.8%*
150 31420		TELEPHONE MUNICIPAL TAX					
	-661,624.00	-661,624.00	-558,220.68	-63,278.80	0.00	-103,403.32	84.4%*
150 31430		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-265,321.45	-30,669.18	0.00	-34,678.55	88.4%*
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-108,862.02	-16,830.33	0.00	-1,137.98	99.0%*
150 36110		INTEREST					
	0.00	0.00	-196.30	-191.75	0.00	196.30	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	1,500,000.00	150,000.00	0.00	300,000.00	83.3%
150 59990		RESERVE					
	210,000.00	210,000.00	0.00	0.00	0.00	210,000.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	-47,421.03	-57,744.03	0.00	47,421.03	100.0%
TOTAL REVENUES							
	-2,010,000.00	-2,010,000.00	-1,547,421.03	-207,744.03	0.00	-462,578.97	
TOTAL EXPENSES							
	2,010,000.00	2,010,000.00	1,500,000.00	150,000.00	0.00	510,000.00	
GRAND TOTAL							
	0.00	0.00	-47,421.03	-57,744.03	0.00	47,421.03	100.0%

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	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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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,500.00	-3,500.00	-2,960.00	-320.00	0.00	-540.00	84.6%*
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,120.00	-120.00	0.00	-80.00	96.4%*
170 34570		PERPETUAL CARE					
	-50,750.00	-50,750.00	-57,973.57	-4,439.56	0.00	7,223.57	114.2%
170 34580		SALE OF LOTS					
	-94,250.00	-94,250.00	-106,337.88	-8,244.86	0.00	12,087.88	112.8%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-13,220.71	-3,295.63	0.00	3,220.71	132.2%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-9,917.79	-1,123.82	0.00	9,917.79	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-9,416.70	-941.67	0.00	-1,883.30	83.3%*
170 38910		CASH BALANCE FORWARD					
	-76,300.00	-76,300.00	0.00	0.00	0.00	-76,300.00	.0%*
170 38913		CASH BAL FOR RESTD CEMET					
	-1,040,200.00	-1,040,200.00	0.00	0.00	0.00	-1,040,200.00	.0%*
170 51200		SALARIES					
	73,412.00	73,412.00	58,387.36	5,821.92	0.00	15,024.64	79.5%
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	4,052.63	402.76	0.00	1,716.37	70.2%
170 52200		RETIREMENT					
	22,611.00	22,611.00	18,563.07	1,801.89	0.00	4,047.93	82.1%
170 52300		HEALTH INSUR					
	26,722.00	26,722.00	22,260.00	2,226.00	0.00	4,462.00	83.3%
170 52301		LIFE INSUR					
	379.00	379.00	352.50	35.25	0.00	26.50	93.0%
170 52400		WORKERS' COMP					
	4,261.00	4,261.00	3,550.80	355.08	0.00	710.20	83.3%
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	9,686.36	140.88	0.00	6,052.64	61.5%
170 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	864.43	141.87	0.00	2,735.57	24.0%
170 54310		UTILITIES-WATER & WASTEWATER					
	850.00	850.00	393.68	13.84	0.00	456.32	46.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54500		INSURANCE					
	3,015.00	3,015.00	2,512.50	251.25	0.00	502.50	83.3%
170 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	14,441.48	0.00	0.00	5,558.52	72.2%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	2,460.09	1,477.90	0.00	-460.09	123.0%*
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	597.23	19.96	0.00	1,402.77	29.9%
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	2,111.46	288.46	0.00	388.54	84.5%
170 59990		RESERVE					
	5,802.00	5,802.00	0.00	0.00	0.00	5,802.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,091,000.00	1,091,000.00	0.00	0.00	0.00	1,091,000.00	.0%
TOTAL CEMETERY							
	0.00	0.00	-59,185.01	-5,508.48	0.00	59,185.01	100.0%
TOTAL REVENUES							
	-1,288,500.00	-1,288,500.00	-201,946.65	-18,485.54	0.00	-1,086,553.35	
TOTAL EXPENSES							
	1,288,500.00	1,288,500.00	142,761.64	12,977.06	0.00	1,145,738.36	
GRAND TOTAL							
	0.00	0.00	-59,185.01	-5,508.48	0.00	59,185.01	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-4,000.00	-4,000.00	-8,651.92	-8,651.92	0.00	4,651.92	216.3%
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	-12.12	-12.12	0.00	12.12	100.0%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%*
180 38910		CASH BALANCE FORWARD					
	-11,000.00	-11,000.00	0.00	0.00	0.00	-11,000.00	.0%*
180 59990		RESERVE					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	-8,664.04	-8,664.04	0.00	8,664.04	100.0%
	TOTAL REVENUES						
	-20,000.00	-20,000.00	-8,664.04	-8,664.04	0.00	-11,335.96	
	TOTAL EXPENSES						
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	
	GRAND TOTAL						
	0.00	0.00	-8,664.04	-8,664.04	0.00	8,664.04	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-127,644.00	-127,644.00	-95,739.57	0.00	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	-71.66	-59.88	0.00	71.66	100.0%
190 38910		CASH BALANCE FORWARD					
	-91,556.00	-91,556.00	0.00	0.00	0.00	-91,556.00	.0%*
190 54000		TRAINING/TRAVEL					
	11,500.00	11,500.00	753.00	35.00	0.00	10,747.00	6.5%
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	38,288.94	3,360.01	0.00	1,711.06	95.7%
190 56400		MACH/EQUIP					
	87,000.00	87,000.00	85,804.08	16,671.64	0.00	1,195.92	98.6%
190 56401		EQUIP-NON CAPITAL					
	22,500.00	22,500.00	12,795.00	0.00	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	45,019.33	20,006.77	0.00	-45,019.33	100.0%
TOTAL REVENUES							
	-219,200.00	-219,200.00	-96,621.69	-59.88	0.00	-122,578.31	
TOTAL EXPENSES							
	219,200.00	219,200.00	141,641.02	20,066.65	0.00	77,558.98	
GRAND TOTAL							
	0.00	0.00	45,019.33	20,006.77	0.00	-45,019.33	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 38101		FROM GENERAL FUND					
	-423,720.00	-423,720.00	-353,100.00	-35,310.00	0.00	-70,620.00	83.3%*
220 38910		CASH BALANCE FORWARD					
	-4,442.00	-4,442.00	0.00	0.00	0.00	-4,442.00	.0%*
220 57100		PRINCIPAL					
	395,000.00	395,000.00	395,000.00	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 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	70,597.61	-35,310.00	0.00	-70,597.61	100.0%
TOTAL REVENUES							
	-428,162.00	-428,162.00	-353,100.00	-35,310.00	0.00	-75,062.00	
TOTAL EXPENSES							
	428,162.00	428,162.00	423,697.61	0.00	0.00	4,464.39	
GRAND TOTAL							
	0.00	0.00	70,597.61	-35,310.00	0.00	-70,597.61	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-1,257.51	-1,257.51	0.00	1,257.51	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-416,666.70	-41,666.67	0.00	-83,333.30	83.3%*
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-283,333.30	-28,333.33	0.00	-56,666.70	83.3%*
230 38145		FROM WASTEWATER					
	-416,583.00	-416,583.00	-347,152.50	-34,715.25	0.00	-69,430.50	83.3%*
230 38146		FROM WATER					
	-1,497,749.00	-1,497,749.00	-1,248,124.20	-124,812.42	0.00	-249,624.80	83.3%*
230 38910		CASH BALANCE FORWARD					
	-249,900.00	-249,900.00	0.00	0.00	0.00	-249,900.00	.0%*
230 57100		PRINCIPAL					
	1,506,000.00	1,506,000.00	0.00	0.00	0.00	1,506,000.00	.0%
230 57200		INTEREST					
	1,248,332.00	1,248,332.00	624,203.62	0.00	0.00	624,128.38	50.0%
230 59990		RESERVE					
	249,900.00	249,900.00	0.00	0.00	0.00	249,900.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-1,672,330.59	-230,785.18	0.00	1,672,330.59	100.0%
TOTAL REVENUES							
	-3,004,232.00	-3,004,232.00	-2,296,534.21	-230,785.18	0.00	-707,697.79	
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	-1,672,330.59	-230,785.18	0.00	1,672,330.59	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-1,114,040.00	-1,114,040.00	-732,777.85	0.00	0.00	-381,262.15	65.8%*
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-96,262.00	-9,826.27	0.00	-28,738.00	77.0%*
300 33710		COUNTY GRANT					
	-1,030,960.00	-1,030,960.00	-108,417.50	-6,865.25	0.00	-922,542.50	10.5%*
300 36110		INTEREST					
	-3,000.00	-3,000.00	-6,332.21	-641.17	0.00	3,332.21	211.1%
300 38101		FROM GENERAL FUND					
	-1,670,000.00	-1,600,000.00	-1,368,333.37	-115,833.34	0.00	-231,666.63	85.5%*
300 38152		FROM UB					
	-10,700.00	-10,700.00	-8,916.70	-891.67	0.00	-1,783.30	83.3%*
300 38910		CASH BALANCE FORWARD					
	-928,000.00	-928,000.00	0.00	0.00	0.00	-928,000.00	.0%*
300 38911		CASH BAL FORWARD REST'D					
	-600,000.00	-600,000.00	0.00	0.00	0.00	-600,000.00	.0%*
TOTAL CAPITAL IMPROVEMENT							
	-5,481,700.00	-5,411,700.00	-2,321,039.63	-134,057.70	0.00	-3,090,660.37	42.9%
TOTAL REVENUES							
	-5,481,700.00	-5,411,700.00	-2,321,039.63	-134,057.70	0.00	-3,090,660.37	
GRAND TOTAL							
	-5,481,700.00	-5,411,700.00	-2,321,039.63	-134,057.70	0.00	-3,090,660.37	42.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
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 57310	BOND EXPENSE						
700.00	700.00	630.00	0.00	0.00	70.00	90.0%	
3001000 59990	RESERVE						
5,485.00	1,156.00	0.00	0.00	0.00	1,156.00	.0%	
TOTAL GENERAL GOVERNMENT							
805,200.00	800,871.00	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		
3004100 CAP IMP STREETS							
3004100 56311	SIDEWALKS-GENL/MISC						
130,000.00	130,000.00	86,456.84	0.00	19,995.00	23,548.16	81.9%	
3004100 56312	STREET STRIPING						
36,500.00	41,632.00	41,631.25	0.00	0.00	0.75	100.0%	
3004100 56320	STREET PAVNG/RESURFACING-CAPIT						
400,000.00	394,868.00	43,874.07	9,064.34	15,295.50	335,698.43	15.0%	
3004100 56368	MAIN STREET IMPROVEMENTS						
0.00	4,329.00	4,328.57	0.00	0.00	0.43	100.0%	
3004100 56400	MACH/EQUIP						
160,000.00	160,000.00	159,835.00	0.00	0.00	165.00	99.9%	
TOTAL CAP IMP STREETS							
726,500.00	730,829.00	336,125.73	9,064.34	35,290.50	359,412.77	50.8%	
TOTAL EXPENSES							
726,500.00	730,829.00	336,125.73	9,064.34	35,290.50	359,412.77		
3007200 CAP IMP REC							
3007200 56300	IMPROVEMENTS						
125,000.00	125,000.00	107,235.08	0.00	0.00	17,764.92	85.8%	

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3007200	CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 56327		150,000.00	150,000.00	2,400.00	0.00	117,600.00	30,000.00	80.0%
3007200 56328		1,100,000.00	1,100,000.00	988,790.53	0.00	28,113.63	83,095.84	92.4%
3007200 56331		35,000.00	35,000.00	10,796.00	0.00	19,204.00	5,000.00	85.7%
3007200 56332		1,635,000.00	1,635,000.00	0.00	0.00	0.00	1,635,000.00	.0%
3007200 56365		25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
TOTAL CAP IMP REC								
		3,070,000.00	3,070,000.00	1,109,221.61	0.00	164,917.63	1,795,860.76	41.5%
TOTAL EXPENSES								
		3,070,000.00	3,070,000.00	1,109,221.61	0.00	164,917.63	1,795,860.76	
3007210 PARKS IMPROVEMENTS								
3007210 56300		345,000.00	253,000.00	37,133.89	7,423.75	104,276.16	111,589.95	55.9%
TOTAL PARKS IMPROVEMENTS								
		345,000.00	253,000.00	37,133.89	7,423.75	104,276.16	111,589.95	55.9%
TOTAL EXPENSES								
		345,000.00	253,000.00	37,133.89	7,423.75	104,276.16	111,589.95	
3007220 CAP IMP PECK								
3007220 56300		325,000.00	325,000.00	245,548.90	0.00	10,014.70	69,436.40	78.6%
TOTAL CAP IMP PECK								
		325,000.00	325,000.00	245,548.90	0.00	10,014.70	69,436.40	78.6%
TOTAL EXPENSES								
		325,000.00	325,000.00	245,548.90	0.00	10,014.70	69,436.40	
3007225 MLK CENTER								
3007225 56300		130,000.00	152,000.00	38,732.80	0.00	112,864.64	402.56	99.7%



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3007225	MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	TOTAL MLK CENTER							
	130,000.00		152,000.00	38,732.80	0.00	112,864.64	402.56	99.7%
	TOTAL EXPENSES							
	130,000.00		152,000.00	38,732.80	0.00	112,864.64	402.56	
3007400	CAP IMP AQUATICS							
3007400_56300	IMPROVEMENTS							
	80,000.00		80,000.00	78.99	0.00	72,000.00	7,921.01	90.1%
	TOTAL CAP IMP AQUATICS							
	80,000.00		80,000.00	78.99	0.00	72,000.00	7,921.01	90.1%
	TOTAL EXPENSES							
	80,000.00		80,000.00	78.99	0.00	72,000.00	7,921.01	
	GRAND TOTAL							
	5,481,700.00		5,411,700.00	2,079,811.86	16,488.09	499,363.63	2,832,524.51	47.7%

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

Revenues	(\$2,321,040)
Expenses	\$2,079,812
Net	(\$ 241,228)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33440	OTHER GRANT					
-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%*
310 36110	INTEREST					
-8,000.00	-8,000.00	-14,122.73	-3,925.85	0.00	6,122.73	176.5%
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	-14,122.73	-3,925.85	0.00	-1,693,877.27	.8%
TOTAL REVENUES						
-1,708,000.00	-1,708,000.00	-14,122.73	-3,925.85	0.00	-1,693,877.27	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
-250,000.00	-250,000.00	-120,236.89	-14,794.55	0.00	-129,763.11	48.1%*
3101000 38910	CASH BALANCE FORWARD					
-693,374.00	-693,374.00	0.00	0.00	0.00	-693,374.00	.0%*
TOTAL CAP EXP ADMIN						
-943,374.00	-943,374.00	-120,236.89	-14,794.55	0.00	-823,137.11	12.7%
TOTAL REVENUES						
-943,374.00	-943,374.00	-120,236.89	-14,794.55	0.00	-823,137.11	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
-93,750.00	-93,750.00	-49,497.53	-8,403.56	0.00	-44,252.47	52.8%*
3102100 38910	CASH BALANCE FORWARD					
-156,522.00	-156,522.00	0.00	0.00	0.00	-156,522.00	.0%*
TOTAL CAP EXP POLICE						
-250,272.00	-250,272.00	-49,497.53	-8,403.56	0.00	-200,774.47	19.8%
TOTAL REVENUES						
-250,272.00	-250,272.00	-49,497.53	-8,403.56	0.00	-200,774.47	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910	-187,500.00	-187,500.00	-89,148.93	-11,863.50	0.00	-98,351.07	47.5%*
	CASH BALANCE FORWARD						
	-676,789.00	-676,789.00	0.00	0.00	0.00	-676,789.00	.0%*
TOTAL CAP EXP FIRE	-864,289.00	-864,289.00	-89,148.93	-11,863.50	0.00	-775,140.07	10.3%
TOTAL REVENUES	-864,289.00	-864,289.00	-89,148.93	-11,863.50	0.00	-775,140.07	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,000,000.00	-1,000,000.00	-585,146.57	-96,024.75	0.00	-414,853.43	58.5%*
3107200 38910	CASH BALANCE FORWARD						
	-2,136,965.00	-2,136,965.00	0.00	0.00	0.00	-2,136,965.00	.0%*
TOTAL CAP EXP RECREATION	-3,136,965.00	-3,136,965.00	-585,146.57	-96,024.75	0.00	-2,551,818.43	18.7%
TOTAL REVENUES	-3,136,965.00	-3,136,965.00	-585,146.57	-96,024.75	0.00	-2,551,818.43	
GRAND TOTAL	-6,902,900.00	-6,902,900.00	-858,152.65	-135,012.21	0.00	-6,044,747.35	12.4%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
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	67,853.50	67,853.50	114,146.50	0.00	100.0%
3101000 56500	INFRASTRUCTURE					
100,000.00	100,000.00	3,150.00	1,802.00	0.00	96,850.00	3.2%
3101000 59990	RESERVE					
844,574.00	662,574.00	0.00	0.00	0.00	662,574.00	.0%
TOTAL CAP EXP ADMIN						
2,444,574.00	2,444,574.00	71,003.50	69,655.50	114,146.50	2,259,424.00	7.6%
TOTAL EXPENSES						
2,444,574.00	2,444,574.00	71,003.50	69,655.50	114,146.50	2,259,424.00	
3102100 CAP EXP POLICE						
3102100 56200	BUILDING					
250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
3102100 59990	RESERVE					
972.00	972.00	0.00	0.00	0.00	972.00	.0%
TOTAL CAP EXP POLICE						
250,972.00	250,972.00	0.00	0.00	0.00	250,972.00	.0%
TOTAL EXPENSES						
250,972.00	250,972.00	0.00	0.00	0.00	250,972.00	
3102200 CAP EXP FIRE						
3102200 56200	BUILDING					
0.00	250,000.00	11,502.25	2,900.00	139,497.75	99,000.00	60.4%
3102200 56400	MACH/EQUIP					
250,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3102200 59990	RESERVE					
615,489.00	615,489.00	0.00	0.00	0.00	615,489.00	.0%
TOTAL CAP EXP FIRE						
865,489.00	865,489.00	11,502.25	2,900.00	139,497.75	714,489.00	17.4%
TOTAL EXPENSES						
865,489.00	865,489.00	11,502.25	2,900.00	139,497.75	714,489.00	



FOR 2019 10							
3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 CAP EXP RECREATION							
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	55,515.00	29,770.00	55,889.00	36,596.00	75.3%
3107200 56300	IMPROVEMENTS						
	756,000.00	786,000.00	174,204.02	104,750.00	45,668.00	566,127.98	28.0%
3107200 56315	DUNE WALKOVERS						
	0.00	30,000.00	10,900.00	8,500.00	1,050.00	18,050.00	39.8%
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							
	3,341,865.00	3,341,865.00	252,390.45	143,020.00	106,607.00	2,982,867.55	10.7%
TOTAL EXPENSES							
	3,341,865.00	3,341,865.00	252,390.45	143,020.00	106,607.00	2,982,867.55	
GRAND TOTAL							
	6,902,900.00	6,902,900.00	334,896.20	215,575.50	360,251.25	6,207,752.55	10.1%

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Revenues	(\$858,153)
Expenses	\$334,896
Net	(\$523,257)



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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	-5,123.61	-3,371.46	0.00	5,123.61	100.0%
330 36120		UNREALIZED GAIN					
	0.00	0.00	-1,359.93	-454.14	0.00	1,359.93	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-1,250,000.00	-125,000.00	0.00	-250,000.00	83.3%*
330 38910		CASH BALANCE FORWARD					
	-3,488,400.00	-3,488,400.00	0.00	0.00	0.00	-3,488,400.00	.0%*
330 59990		RESERVE					
	4,988,400.00	4,988,400.00	0.00	0.00	0.00	4,988,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-1,256,483.54	-128,825.60	0.00	1,256,483.54	100.0%
TOTAL REVENUES							
	-4,988,400.00	-4,988,400.00	-1,256,483.54	-128,825.60	0.00	-3,731,916.46	
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	-1,256,483.54	-128,825.60	0.00	1,256,483.54	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	-7,078.83	-4,035.00	0.00	7,078.83	100.0%
410 33420		FEMA STATE					
	0.00	0.00	-1,179.81	-672.50	0.00	1,179.81	100.0%
410 34710		GREEN FEES					
	-307,827.00	-307,827.00	-254,929.33	-21,931.36	0.00	-52,897.67	82.8%*
410 34713		GOLF CARTS					
	-461,725.00	-461,725.00	-394,251.64	-38,545.96	0.00	-67,473.36	85.4%*
410 34714		RANGE FEES					
	-49,445.00	-49,445.00	-33,543.81	-3,494.48	0.00	-15,901.19	67.8%*
410 34715		PRO SHOP SALES					
	-81,237.00	-81,237.00	-54,788.97	-6,717.46	0.00	-26,448.03	67.4%*
410 34716		SNACK BAR SALES					
	-355,117.00	-355,117.00	-270,263.02	-16,797.22	0.00	-84,853.98	76.1%*
410 34718		FACILITY RENTAL					
	-42,470.00	-42,470.00	-38,142.91	-38,142.91	0.00	-4,327.09	89.8%*
410 34719		SCHOOL OF GOLF					
	-3,500.00	-3,500.00	-1,425.00	0.00	0.00	-2,075.00	40.7%*
410 34733		MEMBERSHIPS					
	-144,941.00	-144,941.00	-105,394.55	-1,583.00	0.00	-39,546.45	72.7%*
410 36990		OTHER REVENUE					
	-22,700.00	-22,700.00	-33,773.55	28,173.04	0.00	11,073.55	148.8%
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-183,333.30	-18,333.33	0.00	-36,666.70	83.3%*
410 38910		CASH BALANCE FORWARD					
	893,162.00	893,162.00	0.00	0.00	0.00	893,162.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	731.70	73.17	0.00	146.30	83.3%
410 53100		PROFESSIONAL SERVICES					
	0.00	11,000.00	3,742.74	3,742.74	7,182.09	75.17	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	544,354.16	54,942.00	0.00	111,361.84	83.0%
410 54000		TRAINING/TRAVEL					
	0.00	5,800.00	5,927.77	93.89	0.00	-127.77	102.2%*
410 54100		COMM - PHONE/FAX/ALARM					
	1,620.00	1,620.00	256.95	0.00	0.00	1,363.05	15.9%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	299.01	70.00	0.00	2,220.99	11.9%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103		COMMUNICATIONS-INTERNET					
	6,000.00	6,000.00	5,483.57	401.35	0.00	516.43	91.4%
410 54200		POSTAGE					
	120.00	270.00	337.37	111.17	0.00	-67.37	125.0%*
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	49,854.35	8.42	0.00	14,345.65	77.7%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,600.00	9,600.00	8,073.79	6,303.09	0.00	1,526.21	84.1%
410 54400		RENTALS/LEASES					
	3,996.00	3,996.00	3,375.67	953.13	0.00	620.33	84.5%
410 54500		INSURANCE					
	99,372.00	99,372.00	61,256.67	5,980.29	0.00	38,115.33	61.6%
410 54610		R/M BLDG & GROUNDS					
	4,200.00	7,700.00	7,345.29	1,670.81	0.00	354.71	95.4%
410 54620		R/M EQUIPMENT					
	29,700.00	39,700.00	38,437.47	2,061.42	0.00	1,262.53	96.8%
410 54800		PROMOTIONAL					
	28,050.00	28,050.00	25,462.15	2,552.68	0.00	2,587.85	90.8%
410 55100		OFFICE SUPPLIES					
	2,940.00	2,790.00	840.14	260.85	0.00	1,949.86	30.1%
410 55200		OPERATING SUPPLIES					
	207,406.00	192,779.00	156,286.53	17,566.89	0.00	36,492.47	81.1%
410 55210		UNIFORMS					
	6,200.00	6,200.00	4,497.13	418.36	0.00	1,702.87	72.5%
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	25,838.14	3,358.95	0.00	9,161.86	73.8%
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	34,647.82	4,042.28	0.00	16,265.18	68.1%
410 55550		F&B COST OF SALES					
	151,467.00	151,467.00	138,344.00	10,366.05	0.00	13,123.00	91.3%
410 55555		F&B PERSONNEL COSTS					
	109,766.00	109,766.00	75,152.25	8,113.59	0.00	34,613.75	68.5%
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 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	7,613.22	303.89	0.00	1,414.78	84.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 59990							
	-889,096.00	RESERVE -889,096.00	0.00	0.00	0.00	-889,096.00	.0%*
TOTAL GOLF	0.00	0.00	-166,768.94	1,314.84	66,362.09	100,406.85	100.0%
	TOTAL REVENUES -795,800.00	-795,800.00	-1,378,104.72	-122,080.18	0.00	582,304.72	
	TOTAL EXPENSES 795,800.00	795,800.00	1,211,335.78	123,395.02	66,362.09	-481,897.87	
	GRAND TOTAL 0.00	0.00	-166,768.94	1,314.84	66,362.09	100,406.85	100.0%

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Golf	Budget		July YTD	
Pro Shop Sales	81,237.00		54,788.97	
Cost of Good Sold	<u>50,913.00</u>		<u>34,647.82</u>	
Profit/(Loss)	30,324.00	59.6%	20,141.15	58.13%
F&B Sales	355,117.00		270,263.02	
Cost of Good Sold	<u>261,233.00</u>		<u>213,496.25</u>	
Profit/(Loss)	93,884.00	35.9%	56,766.77	26.59%

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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	0.00	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 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	-2,722.62	-165.00	0.00	2,722.62	100.0%
420 34970		FUEL SALES					
	-20,000.00	-20,000.00	-27,297.36	-2,184.16	0.00	7,297.36	136.5%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-68,439.00	-68,439.00	-66,060.00	-8,271.00	0.00	-2,379.00	96.5%*
420 34972		BUILDING LEASE					
	0.00	0.00	-3,565.07	-427.23	0.00	3,565.07	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-167,605.46	-14,647.50	0.00	-38,354.54	81.4%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-27,237.05	-2,682.85	0.00	-9,867.95	73.4%*
420 34975		RENT/LEASE PAYMENTS					
	-321,192.00	-321,192.00	-224,005.25	-20,748.95	0.00	-97,186.75	69.7%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-40,857.14	-8,994.92	0.00	-26,159.86	61.0%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-52,279.64	-6,312.16	0.00	2,013.64	104.0%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-7,504.29	-346.78	0.00	7,504.29	100.0%
420 36110		INTEREST					
	0.00	0.00	-390.67	-390.67	0.00	390.67	100.0%
420 36990		OTHER REVENUE					
	-95,700.00	-95,700.00	-112,452.12	-190.00	0.00	16,752.12	117.5%
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	-3,345.88	-201.08	0.00	1,341.88	167.0%
420 36995		LATE FEES					
	0.00	0.00	-233.83	0.00	0.00	233.83	100.0%
420 38910		CASH BALANCE FORWARD					
	-40,900.00	-40,900.00	0.00	0.00	0.00	-40,900.00	.0%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51200		SALARIES					
	122,210.00	122,210.00	97,083.40	9,509.60	0.00	25,126.60	79.4%
420 52100		FICA					
	9,349.00	9,349.00	6,698.60	652.63	0.00	2,650.40	71.7%
420 52200		RETIREMENT					
	36,594.00	36,594.00	30,867.42	2,943.22	0.00	5,726.58	84.4%
420 52300		HEALTH INSUR					
	29,701.00	29,701.00	24,710.91	2,473.94	0.00	4,990.09	83.2%
420 52301		LIFE INSUR					
	605.00	605.00	582.80	58.28	0.00	22.20	96.3%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,463.30	146.33	0.00	292.70	83.3%
420 52400		WORKERS' COMP					
	2,150.00	2,150.00	1,791.70	179.17	0.00	358.30	83.3%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	28,000.00	27,590.19	0.00	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	33,001.51	946.62	629.00	13,809.49	70.9%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	1,266.86	0.00	0.00	1,733.14	42.2%
420 54100		COMM - PHONE/FAX/ALARM					
	1,920.00	1,920.00	1,491.16	155.52	0.00	428.84	77.7%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,275.45	221.98	0.00	724.55	63.8%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	2,334.00	185.50	0.00	3,416.00	40.6%
420 54200		POSTAGE					
	150.00	150.00	7.98	0.00	0.00	142.02	5.3%
420 54300		UTILITIES ELECTRIC					
	45,000.00	40,000.00	27,729.69	3,152.15	0.00	12,270.31	69.3%
420 54310		UTILITIES-WATER & WASTEWATER					
	14,504.00	14,504.00	8,560.34	637.51	0.00	5,943.66	59.0%
420 54500		INSURANCE					
	45,052.00	45,052.00	37,543.30	3,754.33	0.00	7,508.70	83.3%
420 54610		R/M BLDG & GROUNDS					
	108,000.00	103,600.00	56,151.28	230.47	1,000.00	46,448.72	55.2%
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	6,042.50	307.50	0.00	-42.50	100.7%*
420 54640		R/M VEHICLES-PARTS					
	4,000.00	6,400.00	6,326.05	27.02	0.00	73.95	98.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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 54910		BILLING COSTS					
	7,300.00	7,300.00	6,083.30	608.33	0.00	1,216.70	83.3%
420 55100		OFFICE SUPPLIES					
	6,300.00	8,300.00	4,814.74	259.92	0.00	3,485.26	58.0%
420 55200		OPERATING SUPPLIES					
	735.00	735.00	769.75	0.00	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	3,430.81	293.34	0.00	4,569.19	42.9%
420 55400		BOOKS/SUBS/DUES					
	725.00	725.00	655.00	0.00	0.00	70.00	90.3%
420 56300		IMPROVEMENTS					
	583,950.00	611,038.00	227,069.61	1,500.00	40,000.00	343,968.39	43.7%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100		PRINCIPAL					
	77,000.00	77,000.00	0.00	0.00	0.00	77,000.00	.0%
420 57200		INTEREST					
	37,832.00	37,832.00	18,932.39	0.00	0.00	18,899.61	50.0%
420 59990		RESERVE					
	44,515.00	17,427.00	0.00	0.00	0.00	17,427.00	.0%
TOTAL AIRPORT	0.00	0.00	-320,055.13	-37,318.94	41,629.00	278,426.13	100.0%
		TOTAL REVENUES					
	-1,288,583.00	-1,288,583.00	-961,013.24	-65,562.30	0.00	-327,569.76	
		TOTAL EXPENSES					
	1,288,583.00	1,288,583.00	640,958.11	28,243.36	41,629.00	605,995.89	
		GRAND TOTAL					
	0.00	0.00	-320,055.13	-37,318.94	41,629.00	278,426.13	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
			LY \$1,993,666.66				
440 34340		GARBAGE FEES					
	-2,400,000.00	-2,400,000.00	-1,995,866.88	-198,553.40	0.00	-404,133.12	83.2%*
440 36110		INTEREST					
	0.00	0.00	-2,162.20	-280.94	0.00	2,162.20	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-15,279.37	-1,900.55	0.00	-3,720.63	80.4%*
440 38910		CASH BALANCE FORWARD					
	-128,400.00	-128,400.00	0.00	0.00	0.00	-128,400.00	.0%*
440 53200		AUDITING					
	6,795.00	6,795.00	4,530.00	0.00	0.00	2,265.00	66.7%
440 53400		CONTRACTUAL					
	100,000.00	99,556.00	93,172.67	2,370.93	0.00	6,383.33	93.6%
440 53440		SANITATION SERVICES EXPENSE					
	2,181,600.00	2,181,600.00	1,544,942.94	183,762.60	0.00	636,657.06	70.8%
440 53444		RECYCLING SERVICES					
	15,000.00	15,000.00	11,250.00	1,125.00	0.00	3,750.00	75.0%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	76,666.70	7,666.67	0.00	15,333.30	83.3%
440 55230		GAS/OIL					
	1,000.00	1,444.00	1,443.62	0.00	0.00	0.38	100.0%
440 55644		NON PROFIT KNB					
	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	100.0%
440 56401		NON CAP EQUIP					
	0.00	100,000.00	98,885.63	0.00	0.00	1,114.37	98.9%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	30,000.00	3,000.00	0.00	6,000.00	83.3%
440 59990		RESERVE					
	114,005.00	14,005.00	0.00	0.00	0.00	14,005.00	.0%
TOTAL SANITATION							
	0.00	0.00	-151,416.89	-2,809.69	0.00	151,416.89	100.0%
TOTAL REVENUES							
	-2,547,400.00	-2,547,400.00	-2,013,308.45	-200,734.89	0.00	-534,091.55	
TOTAL EXPENSES							
	2,547,400.00	2,547,400.00	1,861,891.56	197,925.20	0.00	685,508.44	
GRAND TOTAL							
	0.00	0.00	-151,416.89	-2,809.69	0.00	151,416.89	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$4,779,585.65				
450 34345		WASTEWATER CHARGES					
	-5,830,988.00	-5,830,988.00	-4,813,439.92	-503,523.88	0.00	-1,017,548.08	82.5%*
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-38,068.60	-4,820.80	0.00	3,068.60	108.8%
450 34535		WASTEWATER TAP FEES					
	-5,000.00	-5,000.00	-27,874.88	-3,000.00	0.00	22,874.88	557.5%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	0.00	0.00	-6,779.10	-500.00	0.00	6,779.10	100.0%
450 36110		INTEREST					
	-24,000.00	-24,000.00	-84,653.71	-10,009.27	0.00	60,653.71	352.7%
450 36120		UNREALIZED GAIN					
	0.00	0.00	-1,359.93	-454.14	0.00	1,359.93	100.0%
450 36990		OTHER REVENUE					
	0.00	0.00	-300.00	0.00	0.00	300.00	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-21,421.00	-5,200.00	0.00	21,421.00	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	453,309.82	39,181.28	0.00	118,002.18	79.3%
450 51350		PART-TIME					
	31,356.00	31,356.00	13,066.01	669.72	0.00	18,289.99	41.7%
450 51400		OVERTIME					
	100,000.00	100,000.00	75,110.47	10,126.71	0.00	24,889.53	75.1%
450 52100		FICA					
	53,754.00	53,754.00	38,097.87	3,542.68	0.00	15,656.13	70.9%
450 52200		RETIREMENT					
	179,522.00	179,522.00	138,197.31	15,160.13	0.00	41,324.69	77.0%
450 52300		HEALTH INSUR					
	170,315.00	170,315.00	138,459.04	11,913.86	0.00	31,855.96	81.3%
450 52301		LIFE INSUR					
	2,850.00	2,850.00	2,512.55	217.81	0.00	337.45	88.2%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	12,800.80	1,280.08	0.00	2,560.20	83.3%
450 52400		WORKERS' COMP					
	15,897.00	15,897.00	13,247.50	1,324.75	0.00	2,649.50	83.3%
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	147,240.12	10,874.60	8,447.28	95,112.60	62.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	6,623.14	-11.00	0.00	9,751.86	40.4%
450 54100		COMM - PHONE/FAX/ALARM					
	2,700.00	2,700.00	619.14	69.12	0.00	2,080.86	22.9%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	1,994.50	239.20	0.00	405.50	83.1%
450 54103		COMMUNICATIONS-INTERNET					
	3,335.00	3,335.00	3,083.98	282.58	0.00	251.02	92.5%
450 54200		POSTAGE					
	3,000.00	3,000.00	495.51	0.00	0.00	2,504.49	16.5%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	144,595.82	14,910.47	0.00	45,404.18	76.1%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	10,925.58	956.10	0.00	20,361.42	34.9%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	75,945.00	75,945.00	63,287.50	6,328.75	0.00	12,657.50	83.3%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	11,778.89	6,197.04	0.00	8,221.11	58.9%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	101,191.89	37,040.25	0.00	8,808.11	92.0%
450 54630		R/M VEHICLES-LABOR					
	25,000.00	25,000.00	21,725.50	2,195.00	0.00	3,274.50	86.9%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	34,093.99	4,519.51	0.00	5,906.01	85.2%
450 54910		BILLING COSTS					
	175,000.00	175,000.00	145,833.30	14,583.33	0.00	29,166.70	83.3%
450 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	160,833.30	16,083.33	0.00	32,166.70	83.3%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200		OPERATING SUPPLIES					
	194,870.00	194,870.00	180,982.65	12,385.56	0.00	13,887.35	92.9%
450 55210		UNIFORMS					
	5,575.00	5,575.00	4,554.48	325.99	0.00	1,020.52	81.7%
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	18,930.48	2,714.64	0.00	16,069.52	54.1%
450 55240		CHEMICALS					
	70,000.00	70,000.00	35,202.48	3,320.00	0.00	34,797.52	50.3%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	5,764.26	0.00	1,980.75	254.99	96.8%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	1,224.00	0.00	0.00	676.00	64.4%
450 56300		IMPROVEMENTS					
	820,000.00	820,000.00	415,089.72	68,072.67	264,768.50	140,141.78	82.9%
450 56400		MACH/EQUIP					
	345,000.00	345,000.00	241,308.27	80,501.21	0.00	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 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	300,000.00	30,000.00	0.00	60,000.00	83.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	416,583.00	416,583.00	347,152.50	34,715.25	0.00	69,430.50	83.3%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,250,000.00	125,000.00	0.00	250,000.00	83.3%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	500,000.00	50,000.00	0.00	100,000.00	83.3%
450 59990		RESERVE					
	4,953,618.00	4,953,618.00	0.00	0.00	0.00	4,953,618.00	.0%
TOTAL WASTEWATER	0.00	0.00	61,545.17	77,212.53	275,196.53	-336,741.70	100.0%
TOTAL REVENUES	-11,638,500.00	-11,638,500.00	-4,993,897.14	-527,508.09	0.00	-6,644,602.86	
TOTAL EXPENSES	11,638,500.00	11,638,500.00	5,055,442.31	604,720.62	275,196.53	6,307,861.16	
GRAND TOTAL	0.00	0.00	61,545.17	77,212.53	275,196.53	-336,741.70	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$3,346,113.92				
460 34346		WATER CHARGES					
	-4,110,237.00	-4,110,237.00	-3,465,053.96	-406,088.55	0.00	-645,183.04	84.3%*
460 34610		WATER TAP CHARGES					
	-24,000.00	-24,000.00	-46,000.00	-10,750.00	0.00	22,000.00	191.7%
460 34620		WATER METER INSTALLATION FEES					
	-18,900.00	-18,900.00	-31,224.03	-2,733.44	0.00	12,324.03	165.2%
460 34621		WATER NONPAY RECONNECT FEE					
	-60,000.00	-60,000.00	-8,902.40	-8,563.75	0.00	-51,097.60	14.8%*
460 34910		MISCELLANEOUS FEES					
	-15,000.00	-15,000.00	-6,640.00	-500.00	0.00	-8,360.00	44.3%*
460 36110		INTEREST					
	-2,800.00	-2,800.00	-5,596.12	-3,790.98	0.00	2,796.12	199.9%
460 36120		UNREALIZED GAIN					
	0.00	0.00	-1,387.35	-454.14	0.00	1,387.35	100.0%
460 36323		EXTENSION CHARGES					
	-8,400.00	-8,400.00	-20,187.25	-4,437.25	0.00	11,787.25	240.3%
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-11,175.00	-11,175.00	0.00	11,175.00	100.0%
460 36995		LATE FEES					
	-16,000.00	-16,000.00	-8,870.72	-2,532.12	0.00	-7,129.28	55.4%*
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-500,000.00	-50,000.00	0.00	-100,000.00	83.3%*
460 38910		CASH BALANCE FORWARD					
	-4,197,363.00	-4,197,363.00	0.00	0.00	0.00	-4,197,363.00	.0%*
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%*
460 51200		SALARIES					
	526,280.00	524,699.41	372,786.39	37,041.04	0.00	151,913.02	71.0%
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	74,560.68	6,621.23	0.00	20,439.32	78.5%
460 52100		FICA					
	47,528.00	47,528.00	32,812.91	3,160.95	0.00	14,715.09	69.0%
460 52200		RETIREMENT					
	199,712.00	199,712.00	142,429.85	13,153.43	0.00	57,282.15	71.3%
460 52300		HEALTH INSUR					
	129,651.00	129,651.00	105,277.96	11,231.35	0.00	24,373.04	81.2%
460 52301		LIFE INSUR					
	2,997.00	2,997.00	2,148.74	224.19	0.00	848.26	71.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52350		OPEB COSTS					
	14,483.00	14,483.00	12,069.20	1,206.92	0.00	2,413.80	83.3%
460 52400		WORKERS' COMP					
	16,818.00	16,818.00	14,015.00	1,401.50	0.00	2,803.00	83.3%
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	59,063.08	10,725.71	8,986.00	81,849.92	45.4%
460 54000		TRAINING/TRAVEL					
	14,420.00	14,420.00	8,700.03	-11.00	0.00	5,719.97	60.3%
460 54100		COMM - PHONE/FAX/ALARM					
	2,111.00	2,111.00	805.40	89.90	0.00	1,305.60	38.2%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	3,407.32	357.23	0.00	1,592.68	68.1%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,974.42	268.20	0.00	2,275.58	56.7%
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	191,182.91	24,342.19	0.00	58,817.09	76.5%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,300.00	2,300.00	631.62	70.18	0.00	1,668.38	27.5%
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	10,759.10	1,075.91	0.00	2,298.90	82.4%
460 54500		INSURANCE					
	32,214.00	32,214.00	26,845.00	2,684.50	0.00	5,369.00	83.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	2,982.42	0.00	0.00	17.58	99.4%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	44,424.27	8,688.28	0.00	235,575.73	15.9%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	7,602.25	1,046.00	0.00	4,397.75	63.4%
460 54640		R/M VEHICLES-PARTS					
	18,000.00	18,000.00	19,856.94	2,189.72	0.00	-1,856.94	110.3%*
460 54800		PROMOTIONAL					
	5,000.00	5,000.00	4,450.03	0.00	0.00	549.97	89.0%
460 54910		BILLING COSTS					
	175,000.00	175,000.00	145,833.30	14,583.33	0.00	29,166.70	83.3%
460 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	160,833.30	16,083.33	0.00	32,166.70	83.3%
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	153,536.17	5,242.79	0.00	7,883.83	95.1%
460 55210		UNIFORMS					
	4,875.00	7,875.00	4,814.13	121.24	0.00	3,060.87	61.1%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	244.94	0.00	0.00	205.06	54.4%
460 55230		GAS/OIL					
	35,000.00	35,000.00	25,751.25	3,027.03	0.00	9,248.75	73.6%
460 55240		CHEMICALS					
	25,000.00	25,000.00	13,890.00	2,700.00	0.00	11,110.00	55.6%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,838.75	0.00	4,795.50	1,365.75	82.9%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	3,140.00	1,675.25	0.00	0.00	1,464.75	53.4%
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	40,948.64	11,768.00	15,756.60	513,294.76	9.9%
460 56400		MACH/EQUIP					
	43,000.00	43,000.00	36,880.00	0.00	0.00	6,120.00	85.8%
460 56401		EQUIP-NON CAPITAL					
	20,000.00	20,000.00	5,624.05	0.00	0.00	14,375.95	28.1%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	150,000.00	15,000.00	0.00	30,000.00	83.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,497,749.00	1,497,749.00	1,248,124.20	124,812.42	0.00	249,624.80	83.3%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,276,705.00	4,276,705.00	0.00	0.00	0.00	4,276,705.00	.0%
TOTAL WATER	0.00	0.00	-956,655.41	-182,119.66	29,538.10	927,117.31	100.0%
TOTAL REVENUES							
	-9,252,700.00	-9,252,700.00	-4,105,036.83	-501,025.23	0.00	-5,147,663.17	
TOTAL EXPENSES							
	9,252,700.00	9,252,700.00	3,148,381.42	318,905.57	29,538.10	6,074,780.48	
GRAND TOTAL	0.00	0.00	-956,655.41	-182,119.66	29,538.10	927,117.31	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-428,947.00	-428,947.00	0.00	0.00	0.00	-428,947.00	.0%*
470 33400		STATE GRANT					
	-256,053.00	-256,053.00	LY \$703,078.49 0.00	0.00	0.00	-256,053.00	.0%*
470 34347		WATER DRAINAGE FEES					
	-815,000.00	-815,000.00	-741,540.55	-96,999.90	0.00	-73,459.45	91.0%*
470 36110		INTEREST					
	0.00	0.00	-122.72	-122.72	0.00	122.72	100.0%
470 38910		CASH BALANCE FORWARD					
	-244,000.00	-244,000.00	0.00	0.00	0.00	-244,000.00	.0%*
470 51200		SALARIES					
	267,224.00	260,224.00	205,813.17	20,893.24	0.00	54,410.83	79.1%
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	8,641.36	179.74	0.00	2,776.64	75.7%
470 52100		FICA					
	20,825.00	20,825.00	15,375.84	1,493.75	0.00	5,449.16	73.8%
470 52200		RETIREMENT					
	83,791.00	83,791.00	69,437.72	6,522.08	0.00	14,353.28	82.9%
470 52300		HEALTH INSUR					
	72,825.00	72,825.00	55,045.71	6,040.05	0.00	17,779.29	75.6%
470 52301		LIFE INSUR					
	1,511.00	1,511.00	1,194.67	128.78	0.00	316.33	79.1%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,828.30	182.83	0.00	365.70	83.3%
470 52400		WORKERS' COMP					
	6,814.00	6,814.00	5,678.30	567.83	0.00	1,135.70	83.3%
470 53100		PROFESSIONAL SERVICES					
	15,000.00	15,000.00	3,900.00	0.00	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	56,252.26	871.79	0.00	290.74	99.5%
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	1,865.86	187.50	0.00	134.14	93.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	530.46	57.14	0.00	1,104.54	32.4%
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	2,457.30	388.93	0.00	2,342.70	51.2%
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	750.80	75.08	0.00	150.20	83.3%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	2,403.97	0.00	0.00	96.03	96.2%
470 54620		R/M EQUIPMENT					
	5,000.00	3,545.00	1,818.03	0.00	0.00	1,726.97	51.3%
470 54630		R/M VEHICLES-LABOR					
	10,000.00	8,625.00	2,847.00	588.75	0.00	5,778.00	33.0%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	7,363.06	1,955.38	0.00	7,636.94	49.1%
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	29,166.70	2,916.67	0.00	5,833.30	83.3%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	1,191.53	0.00	0.00	308.47	79.4%
470 55200		OPERATING SUPPLIES					
	41,560.00	41,560.00	36,353.77	5,307.22	0.00	5,206.23	87.5%
470 55210		UNIFORMS					
	1,625.00	3,000.00	2,853.80	139.50	0.00	146.20	95.1%
470 55230		GAS/OIL					
	10,000.00	10,000.00	10,193.12	1,281.78	0.00	-193.12	101.9%*
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	758.21	0.00	0.00	151.79	83.3%
470 56100		LAND					
	70,000.00	0.00	0.00	0.00	0.00	0.00	.0%
470 56200		BUILDING					
	0.00	7,400.00	6,218.57	0.00	0.00	1,181.43	84.0%
470 56300		IMPROVEMENTS					
	825,000.00	825,000.00	150,870.94	38,179.50	74,208.95	599,920.11	27.3%
470 56400		MACH/EQUIP					
	0.00	77,995.00	72,431.00	0.00	0.00	5,564.00	92.9%
470 59990		RESERVE					
	158,930.00	158,930.00	0.00	0.00	0.00	158,930.00	.0%



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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL STORMWATER						
0.00	0.00	18,948.87	-9,165.08	74,208.95	-93,157.82	100.0%
TOTAL REVENUES						
-1,744,000.00	-1,744,000.00	-741,663.27	-97,122.62	0.00	-1,002,336.73	
TOTAL EXPENSES						
1,744,000.00	1,744,000.00	760,612.14	87,957.54	74,208.95	909,178.91	
GRAND TOTAL						
0.00	0.00	18,948.87	-9,165.08	74,208.95	-93,157.82	100.0%
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-4,650,000.00	-4,650,000.00	0.00	0.00	0.00	-4,650,000.00	.0%*
480 33400		STATE GRANT					
	-745,000.00	-745,000.00	-342,010.83	0.00	0.00	-402,989.17	45.9%*
480 33420		FEMA STATE					
	-775,000.00	-775,000.00	0.00	0.00	0.00	-775,000.00	.0%*
480 34750		SLIP RENTALS - PERMANENT					
	-100,000.00	-100,000.00	-71,628.75	-5,958.50	0.00	-28,371.25	71.6%*
480 34755		SLIP RENTALS - TRANSIENT					
	-22,500.00	-22,500.00	-2,661.25	0.00	0.00	-19,838.75	11.8%*
480 34757		SLIP RENTALS - NON-TAXABLE					
	-350.00	-350.00	-337.50	0.00	0.00	-12.50	96.4%*
480 34760		BUSINESS RENTALS					
	-24,000.00	-24,000.00	-20,711.83	-2,089.68	0.00	-3,288.17	86.3%*
480 34762		MOORINGS-TAXABLE					
	-25,000.00	-25,000.00	-4,868.00	0.00	0.00	-20,132.00	19.5%*
480 34766		SERVICES-NON TAXABLE					
	-275.00	-275.00	-120.00	0.00	0.00	-155.00	43.6%*
480 34767		SERVICES-TAXABLE					
	-1,500.00	-1,500.00	-345.79	0.00	0.00	-1,154.21	23.1%*
480 34770		FUEL-DIESEL					
	-250,000.00	-250,000.00	0.00	0.00	0.00	-250,000.00	.0%*
480 34771		FUEL-GAS					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%*
480 34775		FUEL-DISCOUNTS DIESEL					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
480 36110		INTEREST					
	0.00	0.00	-34.13	-34.13	0.00	34.13	100.0%
480 36215		NON-TAXABLE RENT					
	-9,500.00	-9,500.00	-7,824.70	-782.47	0.00	-1,675.30	82.4%*
480 36990		OTHER REVENUE					
	-600.00	-600.00	-112.42	0.00	0.00	-487.58	18.7%*
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-250,000.00	-25,000.00	0.00	-50,000.00	83.3%*
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%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 51300		SEASONAL/TEMPORARY					
	0.00	80,000.00	79,554.76	8,888.80	0.00	445.24	99.4%
480 52100		FICA					
	0.00	6,150.00	6,118.50	683.82	0.00	31.50	99.5%
480 52400		WORKERS' COMP					
	0.00	1,850.00	0.00	0.00	0.00	1,850.00	.0%
480 53100		PROFESSIONAL SERVICES					
	60,000.00	60,000.00	3,840.24	3,840.24	7,182.09	48,977.67	18.4%
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	244,863.93	28,078.96	0.00	137,229.07	64.1%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	158.72	0.00	0.00	1,491.28	9.6%
480 54100		COMM - PHONE/FAX/ALARM					
	4,980.00	4,980.00	1,498.14	270.62	0.00	3,481.86	30.1%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	3,230.00	1,512.35	244.83	0.00	1,717.65	46.8%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	2,202.20	174.42	0.00	8,697.80	20.2%
480 54300		UTILITIES ELECTRIC					
	24,000.00	24,000.00	8,901.43	1,431.42	0.00	15,098.57	37.1%
480 54310		UTILITIES-WATER & WASTEWATER					
	19,000.00	19,000.00	14,750.07	980.42	0.00	4,249.93	77.6%
480 54500		INSURANCE					
	69,509.00	69,509.00	57,924.20	5,792.42	0.00	11,584.80	83.3%
480 54610		R/M BLDG & GROUNDS					
	35,000.00	35,000.00	14,498.33	901.30	0.00	20,501.67	41.4%
480 54620		R/M EQUIPMENT					
	11,750.00	11,750.00	4,522.53	192.38	0.00	7,227.47	38.5%
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	143.94	143.94	0.00	2,656.06	5.1%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100		OFFICE SUPPLIES					
	3,800.00	3,800.00	357.98	20.89	0.00	3,442.02	9.4%
480 55200		OPERATING SUPPLIES					
	26,770.00	26,770.00	7,428.25	66.71	0.00	19,341.75	27.7%
480 55210		UNIFORMS					
	350.00	350.00	0.00	0.00	0.00	350.00	.0%
480 55220		JANITORIAL SUPPLIES					
	1,800.00	1,800.00	1,128.69	0.00	0.00	671.31	62.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55230							
	1,750.00	1,750.00	30.25	0.00	0.00	1,719.75	1.7%
480 55400							
	825.00	825.00	141.99	0.00	0.00	683.01	17.2%
480 55510							
	227,500.00	227,500.00	15,822.02	0.00	0.00	211,677.98	7.0%
480 56200							
	6,200,000.00	9,061,550.00	2,602,724.75	32,539.38	4,016,605.19	2,442,220.06	73.0%
480 56300							
	1,325,000.00	2,625,000.00	1,037,349.35	87,501.08	1,305,202.31	282,448.34	89.2%
480 56328							
	0.00	500,000.00	0.00	0.00	396,043.25	103,956.75	79.2%
480 57100							
	5,763,000.00	5,763,000.00	88,094.60	12,292.27	0.00	5,674,905.40	1.5%
480 57200							
	125,488.00	125,488.00	98,910.15	26,063.61	0.00	26,577.85	78.8%
480 57300							
	0.00	50,000.00	39,814.01	0.00	0.00	10,185.99	79.6%
480 59990							
	-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	-574,834.82	176,242.73	5,725,032.84	-5,150,198.02	100.0%
TOTAL REVENUES	-12,848,025.00	-17,648,025.00	-4,911,656.20	-33,864.78	0.00	-12,736,368.80	
TOTAL EXPENSES	12,848,025.00	17,648,025.00	4,336,821.38	210,107.51	5,725,032.84	7,586,170.78	
GRAND TOTAL	0.00	0.00	-574,834.82	176,242.73	5,725,032.84	-5,150,198.02	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-12,000.00	-12,000.00	-3,949.75	-162.50	0.00	-8,050.25	32.9%*
510 36992		GAIN ON SALE OF ASSET					
	-60,000.00	-60,000.00	-50,885.00	-2,825.00	0.00	-9,115.00	84.8%*
510 36994		LOANER VEHICLE REVENUE					
	-2,500.00	-2,500.00	-1,384.20	-47.70	0.00	-1,115.80	55.4%*
510 38040		PARTS					
	0.00	0.00	76.12	-3.96	0.00	-76.12	100.0%*
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	-888.56	0.00	0.00	388.56	177.7%
510 38048		HUMANE SOCIETY-LABOR					
	-500.00	-500.00	-386.25	0.00	0.00	-113.75	77.3%*
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-2,002.02	-385.59	0.00	-997.98	66.7%*
510 38053		GAS/OIL					
	-347,250.00	-347,250.00	-265,857.18	-33,838.84	0.00	-81,392.82	76.6%*
510 38144		FROM SANITATION					
	-15,000.00	-15,000.00	-11,250.00	-1,125.00	0.00	-3,750.00	75.0%*
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	-336,526.84	-38,388.59	0.00	-150,423.16	69.1%
		TOTAL REVENUES					
	-486,950.00	-486,950.00	-336,526.84	-38,388.59	0.00	-150,423.16	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-270,500.00	-270,500.00	-213,162.06	-23,774.86	0.00	-57,337.94	78.8%*
5101000 38045		LABOR					
	-140,000.00	-140,000.00	-116,666.80	-11,666.68	0.00	-23,333.20	83.3%*
TOTAL GENERAL FUND	-410,500.00	-410,500.00	-329,828.86	-35,441.54	0.00	-80,671.14	80.3%
		TOTAL REVENUES					
	-410,500.00	-410,500.00	-329,828.86	-35,441.54	0.00	-80,671.14	
5103900 CEMETERY							
5103900 38040		PARTS					

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5103900 CEMETERY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5103900 38045	-2,000.00 LABOR	-2,000.00	-255.30	0.00	0.00	-1,744.70	12.8%*
	-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	-460.30	0.00	0.00	-3,539.70	
5104100 GOLF COURSE							
5104100 38040	0.00 PARTS	0.00	-326.70	0.00	0.00	326.70	100.0%
TOTAL GOLF COURSE	0.00	0.00	-326.70	0.00	0.00	326.70	100.0%
	TOTAL REVENUES	0.00	-326.70	0.00	0.00	326.70	
5104200 AIRPORT							
5104200 38040	-4,000.00 PARTS	-4,000.00	-6,326.05	-27.02	0.00	2,326.05	158.2%
5104200 38045	-4,000.00 LABOR	-4,000.00	-6,042.50	-307.50	0.00	2,042.50	151.1%
TOTAL AIRPORT	-8,000.00	-8,000.00	-12,368.55	-334.52	0.00	4,368.55	154.6%
	TOTAL REVENUES	-8,000.00	-12,368.55	-334.52	0.00	4,368.55	
5104500 WASTEWATER							
5104500 38040	-40,000.00 PARTS	-40,000.00	-34,066.71	-4,519.51	0.00	-5,933.29	85.2%*
5104500 38045	-25,000.00 LABOR	-25,000.00	-19,701.50	-2,195.00	0.00	-5,298.50	78.8%*
TOTAL WASTEWATER	-65,000.00	-65,000.00	-53,768.21	-6,714.51	0.00	-11,231.79	82.7%
	TOTAL REVENUES	-65,000.00	-53,768.21	-6,714.51	0.00	-11,231.79	



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5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104600 WATER							
5104600 38040	PARTS						
	-18,000.00	-18,000.00	-19,922.18	-2,189.72	0.00	1,922.18	110.7%
5104600 38045	LABOR						
	-12,000.00	-12,000.00	-9,626.25	-1,046.00	0.00	-2,373.75	80.2%*
TOTAL WATER							
	-30,000.00	-30,000.00	-29,548.43	-3,235.72	0.00	-451.57	98.5%
TOTAL REVENUES							
	-30,000.00	-30,000.00	-29,548.43	-3,235.72	0.00	-451.57	
5104700 STORMWATER							
5104700 38040	PARTS						
	-15,000.00	-15,000.00	-6,446.15	-1,955.38	0.00	-8,553.85	43.0%*
5104700 38045	LABOR						
	-10,000.00	-10,000.00	-2,847.00	-588.75	0.00	-7,153.00	28.5%*
TOTAL STORMWATER							
	-25,000.00	-25,000.00	-9,293.15	-2,544.13	0.00	-15,706.85	37.2%
TOTAL REVENUES							
	-25,000.00	-25,000.00	-9,293.15	-2,544.13	0.00	-15,706.85	
GRAND TOTAL							
	-1,029,450.00	-1,029,450.00	-772,121.04	-86,659.01	0.00	-257,328.96	75.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	117,837.00	117,837.00	100,078.14	9,706.99	0.00	17,758.86	84.9%
510 51350		PART TIME SALARIES					
	27,995.00	27,995.00	23,792.28	2,433.21	0.00	4,202.72	85.0%
510 51400		OVERTIME					
	6,000.00	6,000.00	2,729.75	564.39	0.00	3,270.25	45.5%
510 52100		FICA					
	11,615.00	11,615.00	9,654.61	962.30	0.00	1,960.39	83.1%
510 52200		RETIREMENT					
	36,120.00	36,120.00	32,884.11	3,186.74	0.00	3,235.89	91.0%
510 52300		HEALTH INSUR					
	22,624.00	22,624.00	19,979.58	2,017.04	0.00	2,644.42	88.3%
510 52301		LIFE INSUR					
	603.00	603.00	579.56	57.81	0.00	23.44	96.1%
510 52400		WORKERS' COMP					
	3,874.00	3,874.00	3,228.30	322.83	0.00	645.70	83.3%
510 53200		AUDITING					
	2,265.00	2,265.00	1,510.00	0.00	0.00	755.00	66.7%
510 53400		CONTRACTUAL					
	23,524.00	23,524.00	15,050.38	538.30	0.00	8,473.62	64.0%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	2,432.90	0.00	0.00	1,017.10	70.5%
510 54100		COMM - PHONE/FAX/ALARM					
	316.00	316.00	0.00	0.00	0.00	316.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,730.00	1,730.00	574.91	25.00	0.00	1,155.09	33.2%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,256.80	112.08	0.00	378.20	76.9%
510 54200		POSTAGE					
	100.00	100.00	6.70	0.00	0.00	93.30	6.7%
510 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	2,956.11	396.45	0.00	643.89	82.1%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,000.00	2,000.00	1,660.85	160.56	0.00	339.15	83.0%
510 54500		INSURANCE					
	19,309.00	19,309.00	16,090.80	1,609.08	0.00	3,218.20	83.3%
510 54610		R/M BLDG & GROUNDS					
	5,500.00	5,500.00	4,651.86	488.00	0.00	848.14	84.6%
510 54620		R/M EQUIPMENT					
	8,750.00	8,750.00	2,925.00	0.00	0.00	5,825.00	33.4%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	1,299.75	162.50	0.00	700.25	65.0%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	5,048.00	5,242.45	559.99	0.00	-194.45	103.9%*
510 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	185.95	46.88	0.00	814.05	18.6%
510 55200		OPERATING SUPPLIES					
	11,235.00	11,185.00	6,688.07	907.51	0.00	4,496.93	59.8%
510 55210		UNIFORMS					
	575.00	992.00	991.39	0.00	0.00	0.61	99.9%
510 55230		GAS/OIL					
	4,000.00	4,000.00	3,998.02	552.38	0.00	1.98	100.0%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	0.00	50.00	50.00	0.00	0.00	0.00	100.0%
510 56400		MACH/EQUIP					
	32,000.00	26,075.00	26,075.00	0.00	0.00	0.00	100.0%
510 56401		EQUIP-NON CAPITAL					
	0.00	3,460.00	3,460.00	0.00	0.00	0.00	100.0%
510 58600		GAS/OIL COSTS					
	306,000.00	306,000.00	239,875.37	31,758.78	0.00	66,124.63	78.4%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,750.00	307,750.00	243,627.36	22,054.15	0.00	64,122.64	79.2%
510 59100		TRANSFER TO GENERAL FUND					
	15,000.00	15,000.00	12,500.00	1,250.00	0.00	2,500.00	83.3%
510 59990		RESERVE					
	47,543.00	47,543.00	0.00	0.00	0.00	47,543.00	.0%
TOTAL FLEET							
	1,029,450.00	1,029,450.00	786,036.00	79,872.97	0.00	243,414.00	76.4%
TOTAL EXPENSES							
	1,029,450.00	1,029,450.00	786,036.00	79,872.97	0.00	243,414.00	
GRAND TOTAL							
	1,029,450.00	1,029,450.00	786,036.00	79,872.97	0.00	243,414.00	76.4%

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Revenues	(\$772,121)
Expenses	\$786,036
Net	\$ 13,915

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-22,246.60	-2,647.50	0.00	-9,753.40	69.5%*
520 36110		INTEREST					
	0.00	0.00	-43.82	-43.82	0.00	43.82	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-500.80	0.00	0.00	500.80	100.0%
520 38910		CASH BALANCE FORWARD					
	-1,630.00	-1,630.00	0.00	0.00	0.00	-1,630.00	.0%*
TOTAL UTILITY BILLING	-33,630.00	-33,630.00	-22,791.22	-2,691.32	0.00	-10,838.78	67.8%
TOTAL REVENUES	-33,630.00	-33,630.00	-22,791.22	-2,691.32	0.00	-10,838.78	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-6,083.30	-608.33	0.00	-1,216.70	83.3%*
TOTAL AIRPORT	-7,300.00	-7,300.00	-6,083.30	-608.33	0.00	-1,216.70	83.3%
TOTAL REVENUES	-7,300.00	-7,300.00	-6,083.30	-608.33	0.00	-1,216.70	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-76,666.70	-7,666.67	0.00	-15,333.30	83.3%*
TOTAL SANITATION	-92,000.00	-92,000.00	-76,666.70	-7,666.67	0.00	-15,333.30	83.3%
TOTAL REVENUES	-92,000.00	-92,000.00	-76,666.70	-7,666.67	0.00	-15,333.30	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-175,000.00	-175,000.00	-145,833.30	-14,583.33	0.00	-29,166.70	83.3%*

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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-175,000.00	-175,000.00	-145,833.30	-14,583.33	0.00	-29,166.70	83.3%
TOTAL REVENUES	-175,000.00	-175,000.00	-145,833.30	-14,583.33	0.00	-29,166.70	
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES	-175,000.00	-145,833.30	-14,583.33	0.00	-29,166.70	83.3%*
TOTAL WATER	-175,000.00	-175,000.00	-145,833.30	-14,583.33	0.00	-29,166.70	83.3%
TOTAL REVENUES	-175,000.00	-175,000.00	-145,833.30	-14,583.33	0.00	-29,166.70	
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES	-35,000.00	-29,166.70	-2,916.67	0.00	-5,833.30	83.3%*
TOTAL STORMWATER	-35,000.00	-35,000.00	-29,166.70	-2,916.67	0.00	-5,833.30	83.3%
TOTAL REVENUES	-35,000.00	-35,000.00	-29,166.70	-2,916.67	0.00	-5,833.30	
GRAND TOTAL	-517,930.00	-517,930.00	-426,374.52	-43,049.65	0.00	-91,555.48	82.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	204,665.00	204,665.00	145,386.99	14,155.82	0.00	59,278.01	71.0%
520 51400		OVERTIME					
	3,000.00	3,000.00	4,073.50	264.54	0.00	-1,073.50	135.8%*
520 52100		FICA					
	15,886.00	15,886.00	10,899.23	1,052.22	0.00	4,986.77	68.6%
520 52200		RETIREMENT					
	62,733.00	62,733.00	47,556.60	4,463.10	0.00	15,176.40	75.8%
520 52300		HEALTH INSUR					
	45,489.00	45,489.00	33,270.60	3,576.27	0.00	12,218.40	73.1%
520 52301		LIFE INSUR					
	1,042.00	1,042.00	821.09	84.13	0.00	220.91	78.8%
520 52400		WORKERS' COMP					
	373.00	373.00	310.80	31.08	0.00	62.20	83.3%
520 53400		CONTRACTUAL					
	34,686.00	34,686.00	27,895.74	1,335.19	0.00	6,790.26	80.4%
520 54000		TRAINING/TRAVEL					
	3,290.00	3,290.00	1,697.95	84.52	0.00	1,592.05	51.6%
520 54100		COMM - PHONE/FAX/ALARM					
	882.00	882.00	309.56	34.56	0.00	572.44	35.1%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,256.80	112.08	0.00	378.20	76.9%
520 54200		POSTAGE					
	40,000.00	40,000.00	32,292.00	0.00	0.00	7,708.00	80.7%
520 54300		UTILITIES ELECTRIC					
	3,500.00	3,500.00	2,013.23	292.56	0.00	1,486.77	57.5%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	647.22	120.60	0.00	452.78	58.8%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	559.74	0.00	0.00	940.26	37.3%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,350.00	6,350.00	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	2,658.83	53.96	0.00	591.17	81.8%
520 55200		OPERATING SUPPLIES					
	54,760.00	54,760.00	32,292.38	3,044.24	0.00	22,467.62	59.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210							
	700.00	UNIFORMS 700.00	170.00	0.00	0.00	530.00	24.3%
520 55220							
	650.00	JANITORIAL SUPPLIES 650.00	380.68	37.84	0.00	269.32	58.6%
520 56400							
	0.00	MACH/EQUIP 19,539.00	30,910.69	0.00	0.00	-11,371.69	158.2%*
520 59300							
	10,700.00	TRANSFER TO CAP IMP 10,700.00	8,916.70	891.67	0.00	1,783.30	83.3%
520 59990							
	19,539.00	RESERVE 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL UTILITY BILLING							
	517,930.00	517,930.00	386,969.83	29,634.38	0.00	130,960.17	74.7%
TOTAL EXPENSES							
	517,930.00	517,930.00	386,969.83	29,634.38	0.00	130,960.17	
GRAND TOTAL							
	517,930.00	517,930.00	386,969.83	29,634.38	0.00	130,960.17	74.7%

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Revenues	(\$426,375)
Expenses	\$386,970
Net	(\$ 39,405)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
0.00	0.00	-39.46	-39.46	0.00	39.46	100.0%
530 36990	OTHER REVENUE					
0.00	0.00	-60.00	0.00	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	-99.46	-39.46	0.00	-15,740.54	.6%
TOTAL REVENUES						
-15,840.00	-15,840.00	-99.46	-39.46	0.00	-15,740.54	
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
-193,000.00	-193,000.00	-160,833.30	-16,083.33	0.00	-32,166.70	83.3%*
TOTAL WASTE WATER						
-193,000.00	-193,000.00	-160,833.30	-16,083.33	0.00	-32,166.70	83.3%
TOTAL REVENUES						
-193,000.00	-193,000.00	-160,833.30	-16,083.33	0.00	-32,166.70	
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
-193,000.00	-193,000.00	-160,833.30	-16,083.33	0.00	-32,166.70	83.3%*
TOTAL WATER						
-193,000.00	-193,000.00	-160,833.30	-16,083.33	0.00	-32,166.70	83.3%
TOTAL REVENUES						
-193,000.00	-193,000.00	-160,833.30	-16,083.33	0.00	-32,166.70	
GRAND TOTAL						
-401,840.00	-401,840.00	-321,766.06	-32,206.12	0.00	-80,073.94	80.1%

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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	162,520.76	15,881.61	0.00	46,462.24	77.8%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,720.92	141.80	0.00	779.08	68.8%
530 52100		FICA					
	16,178.00	16,178.00	11,538.87	1,136.01	0.00	4,639.13	71.3%
530 52200		RETIREMENT					
	64,785.00	64,785.00	53,260.52	4,959.25	0.00	11,524.48	82.2%
530 52300		HEALTH INSUR					
	40,478.00	40,478.00	33,958.95	3,329.34	0.00	6,519.05	83.9%
530 52301		LIFE INSUR					
	1,074.00	1,074.00	955.25	96.66	0.00	118.75	88.9%
530 52400		WORKERS' COMP					
	5,470.00	5,470.00	4,558.30	455.83	0.00	911.70	83.3%
530 53400		CONTRACTUAL					
	6,655.00	6,655.00	6,202.44	824.28	0.00	452.56	93.2%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	2,349.89	0.00	0.00	2,900.11	44.8%
530 54100		COMM - PHONE/FAX/ALARM					
	778.00	778.00	154.78	17.28	0.00	623.22	19.9%
530 54101		COMMUNICATIONS-CELLULAR					
	1,640.00	1,640.00	1,218.60	121.01	0.00	421.40	74.3%
530 54103		COMMUNICATIONS-INTERNET					
	1,662.00	1,662.00	1,279.38	114.33	0.00	382.62	77.0%
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	2,013.20	292.55	0.00	986.80	67.1%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	647.22	120.60	0.00	152.78	80.9%
530 54610		R/M BLDG & GROUNDS					
	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	.0%
530 54620		R/M EQUIPMENT					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	189.91	19.92	0.00	3,810.09	4.7%
530 55200		OPERATING SUPPLIES					
	8,165.00	8,165.00	3,462.87	283.32	0.00	4,702.13	42.4%
530 55210		UNIFORMS					
	800.00	800.00	359.69	0.00	0.00	440.31	45.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	365.92	37.84	0.00	5,634.08	6.1%
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	493.00	0.00	0.00	1,607.00	23.5%
530 56401		EQUIP-NON CAPITAL					
	2,035.00	2,035.00	0.00	0.00	0.00	2,035.00	.0%
530 59990		RESERVE					
	2,987.00	2,987.00	0.00	0.00	0.00	2,987.00	.0%
TOTAL UTILITY ADMIN							
	401,840.00	401,840.00	287,250.47	27,831.63	0.00	114,589.53	71.5%
TOTAL EXPENSES							
	401,840.00	401,840.00	287,250.47	27,831.63	0.00	114,589.53	
GRAND TOTAL							
	401,840.00	401,840.00	287,250.47	27,831.63	0.00	114,589.53	71.5%

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Revenues	(\$321,766)
Expenses	\$287,250
Net	(\$ 34,516)

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-400,000.00	-400,000.00	-410,840.98	-49,622.29	0.00	10,840.98	102.7%
610 36120		UNREALIZED GAIN					
	-50,000.00	-50,000.00	-28,186.98	-12,898.11	0.00	-21,813.02	56.4%*
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-86,835.80	-21,406.56	0.00	26,835.80	144.7%
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	-70,223.08	-40,852.97	0.00	-1,329,776.92	5.0%*
610 36840		CONTRIBUTIONS FROM CITY					
	-1,600,000.00	-1,600,000.00	-881,335.58	0.00	0.00	-718,664.42	55.1%*
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-272,058.21	-16,097.25	0.00	-77,941.79	77.7%*
610 36990		OTHER REVENUE					
	0.00	0.00	-7,405.12	924.06	0.00	7,405.12	100.0%
610 38910		CASH BALANCE FORWARD					
	-21,800,000.00	-21,800,000.00	0.00	0.00	0.00	-21,800,000.00	.0%*
610 53400		CONTRACTUAL					
	69,435.00	69,435.00	53,208.24	6,477.81	0.00	16,226.76	76.6%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	18,586.94	6,276.75	0.00	2,013.06	90.2%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	22,239.94	0.00	0.00	13,525.06	62.2%
610 53600		RETIREE BENEFITS					
	1,706,000.00	1,706,000.00	1,464,427.77	352,669.83	0.00	241,572.23	85.8%
610 59990		RESERVE					
	23,828,200.00	23,828,200.00	0.00	0.00	0.00	23,828,200.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	-198,422.86	225,471.27	0.00	198,422.86	100.0%
TOTAL REVENUES							
	-25,660,000.00	-25,660,000.00	-1,756,885.75	-139,953.12	0.00	-23,903,114.25	
TOTAL EXPENSES							
	25,660,000.00	25,660,000.00	1,558,462.89	365,424.39	0.00	24,101,537.11	
GRAND TOTAL							
	0.00	0.00	-198,422.86	225,471.27	0.00	198,422.86	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%*
620 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%*
620 36110		INTEREST					
	-400,000.00	-400,000.00	-455,990.07	-54,734.75	0.00	55,990.07	114.0%
620 36120		UNREALIZED GAIN					
	-50,000.00	-50,000.00	-32,279.14	-14,770.64	0.00	-17,720.86	64.6%*
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-99,442.51	-24,514.34	0.00	29,442.51	142.1%
620 36700		GAIN/LOSS ON INVESTMENT					
	-1,750,000.00	-1,750,000.00	-119,976.25	-54,790.86	0.00	-1,630,023.75	6.9%*
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-315,000.00	-315,000.00	-241,357.42	-12,359.72	0.00	-73,642.58	76.6%*
620 36990		OTHER REVENUE					
	0.00	0.00	-7,782.88	1,144.47	0.00	7,782.88	100.0%
620 38910		CASH BALANCE FORWARD					
	-25,338,000.00	-25,338,000.00	0.00	0.00	0.00	-25,338,000.00	.0%*
TOTAL PENSION - POLICE/FIRE							
	-28,148,000.00	-28,148,000.00	-956,828.27	-160,025.84	0.00	-27,191,171.73	3.4%
TOTAL REVENUES							
	-28,148,000.00	-28,148,000.00	-956,828.27	-160,025.84	0.00	-27,191,171.73	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-820,000.00	-820,000.00	-451,193.52	0.00	0.00	-368,806.48	55.0%*
TOTAL POLICE							
	-820,000.00	-820,000.00	-451,193.52	0.00	0.00	-368,806.48	55.0%
TOTAL REVENUES							
	-820,000.00	-820,000.00	-451,193.52	0.00	0.00	-368,806.48	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-645,000.00	-645,000.00	-354,509.19	0.00	0.00	-290,490.81	55.0%*



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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6202200 FIRE

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE						
-645,000.00	-645,000.00	-354,509.19	0.00	0.00	-290,490.81	55.0%
TOTAL REVENUES						
-645,000.00	-645,000.00	-354,509.19	0.00	0.00	-290,490.81	
GRAND TOTAL						
-29,613,000.00	-29,613,000.00	-1,762,530.98	-160,025.84	0.00	-27,850,469.02	6.0%

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FOR 2019 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	74,500.00	74,500.00	69,615.80	11,312.92	0.00	4,884.20	93.4%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	21,285.37	7,188.00	0.00	344.63	98.4%
620 53404		INVESTMENT EXPENSE					
	51,500.00	51,500.00	35,311.80	154.86	0.00	16,188.20	68.6%
620 53600		RETIREE BENEFITS					
	1,632,000.00	1,632,000.00	1,515,997.01	129,921.33	0.00	116,002.99	92.9%
620 59990		RESERVE					
	27,833,370.00	27,833,370.00	0.00	0.00	0.00	27,833,370.00	.0%
TOTAL PENSION - POLICE/FIRE							
	29,613,000.00	29,613,000.00	1,642,209.98	148,577.11	0.00	27,970,790.02	5.5%
TOTAL EXPENSES							
	29,613,000.00	29,613,000.00	1,642,209.98	148,577.11	0.00	27,970,790.02	
GRAND TOTAL							
	29,613,000.00	29,613,000.00	1,642,209.98	148,577.11	0.00	27,970,790.02	5.5%

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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	June 4, 2019
City Commission Workshop	June 18, 2019
City Commissioner Regular Meeting	June 18, 2019
City Commission Regular Meeting	July 2, 2019
City Commission Regular Meeting	July 16, 2019
City Commission Special Meeting	July 30, 2019

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	8/5/2019
Dale Martin, City Manager	8/8/2019

Date: July 25, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a City Commission Regular Meeting on Tuesday, June 4, 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 Ed Coop of Joy Ministries Church.

4.1 PROCLAMATION - "PRIDE MONTH": Mayor Miller read the Proclamation in full proclaiming the month of June 2019, as "Pride Month." Dr. Theresa Sparks and Ms. Genece Minshew were in attendance to accept the Proclamation. Ms. Minshew thanked the Commissioners and reminded all of the Pride Parade Saturday June 8th.

4.2 PROCLAMATION - "NATIONAL FLAG DAY" AND "NATIONAL FLAG WEEK": Mayor Miller read the Proclamation in full proclaiming June 14, 2019, as "National Flag Day," and the week of June 9-15, 2019, as "National Flag Week." Second Vice Regent of the Amelia Island Chapter Daughters of the American Revolution Ms. Elizabeth Milo was present to accept the Proclamation. Ms. Milo expressed appreciation and invited all to the flag retirement ceremony Friday June 14th.

4.3 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society will present the "City Commission Dog of the Month." ***This item was removed from the agenda.***

4.4 PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM: Fernandina Beach Main Street Director Ms. Arlene Filkoff provided a presentation and quarterly update and synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: No individuals spoke to this item.

6. CONSENT AGENDA: The following three items were on the Consent Agenda and were approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents the, City Commission/Nassau County School Board Joint Special Meeting of February 12, 2019 was presented for approval. Staff recommended approval of the Minutes as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-87 APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT: According to the agenda support documents Resolution 2019-87 approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement between the City of Fernandina Beach and FDOT. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-87. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2019-88 APPROVING THE FACILITIES USE AGREEMENT BETWEEN BONHAMS & BUTTERFIELDS AUCTIONEER CORPORATION AND THE CITY OF FERNANDINA BEACH FOR A PREMIUM AUTOMOBILE AUCTION HOSTED DURING THE CONCOURS D'ELEGANCE AT THE CITY GOLF COURSE: According to the agenda support documents Resolution 2018-88 approves the Facilities Use Agreement between Bonhams & Butterfields Auctioneer Corporation and the City of Fernandina Beach. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-88. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-89 RECOGNIZING MS. ERNIE TYSON ALBERT'S CIVIC SERVICE BY NAMING THE LIBRARY AT THE PECK CENTER, THE "ERNIE TYSON ALBERT LIBRARY": According to the agenda support documents Resolution 2019-89 names the library at the Peck Center at 516 South 10th Street, the "Ernie Tyson Albert Library." **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-89.**

Ms. Ernie Tyson Albert thanked the Commission and expressed gratitude for the growth of the library which now houses over 5,000 new and donated books.

Ms. Marie Santry, 865 Atlantic View Drive, volunteers at the library and gave a detailed list of upcoming events including a five-week summer program that all are welcome to attend.

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

7.2 RESOLUTION 2019-90 APPROVING AN AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY DISTRICT SCHOOLS TO PROVIDE SCHOOL RESOURCE OFFICERS TO THE HIGH SCHOOL AND MIDDLE SCHOOL, BOTH LOCATED WITHIN THE CITY LIMITS: According to the agenda support documents Resolution 2019-90 approves the agreement between the City of Fernandina Beach and Nassau County District Schools. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-90. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2019-91 AWARDED BID # 19-01 TO E&D CONTRACTING SERVICES, INC. FOR THE RESURFACING OF THE ATLANTIC RECREATION CENTER POOL DECK: According to the agenda support documents Resolution 2019-91 awards Bid #19-01 to E&D Contracting Services, Inc. for the resurfacing of the Atlantic Recreation Center Pool Deck. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-91. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2019-92 APPROVING WESCO TURF AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-92 approves Wesco Turf as a sole source vendor for the purchase of three pieces of equipment in an amount not to exceed \$59,180. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-92. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Mr. Steve Murphy, 2341 Sussex Drive, is the Manager of the Fernandina Beach Municipal Golf Club and gave an explanation on savings by replacing costly John Deere equipment with less expensive brand Toro, old equipment will be sold and replaced with new equipment.

7.5 RESOLUTION 2019-93 APPROVING STANTEC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; APPROVING AN AMENDMENT TO THE BUDGET IN FY 2018/2019: According to the agenda support documents Resolution 2019-93 approves Stantec as a sole source vendor in Fiscal Year 2018/2019 and accepts the proposal for an Integrated Financial Sustainability Analysis Study for the General Fund, Golf Course Fund and the Marina Fund. Also approves a budget transfer of \$11,000 from the Golf Machinery and Equipment account to the Golf Professional Services account; and a transfer of \$29,380 from various General Fund accounts to the Finance Professional Services account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-93. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2019-94 AWARDED BID #19- 03 TO HAYWARD CONSTRUCTION GROUP, LLC FOR THE REPLACEMENT OF BEACH WALKOVERS AT ACCESS #'S 35S AND 40; APPROVING AN AMENDMENT TO THE BUDGET IN FY 2018/2019: According to the agenda support documents Resolution 2019-94 awards Bid #19-03 to Hayward Construction Group, LLC in the amount of \$307,300 for the replacement of beach walkovers at Access #'s 35S and 40. Also approves budget transfer in the amount of \$307,300 from the Parks and Recreation Impact Fee Reserve account to the Parks and Recreation Dune Walkovers account.

Commissioner Ross suggested considering alternative funding options and showed a draft plan for making compatible beach walkovers for the future. Vice Mayor Kreger concurred including considering dune preservation during ongoing construction. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to reject the bids for Resolution 2019-94. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2019-95 AUTHORIZING BUDGETING AND PERMITTING ACTIVITIES TOWARDS IMPLEMENTATION OF THE BOATING INFRASTRUCTURE GRANT PROGRAM (BIG-P) APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) AUTHORIZED THROUGH RESOLUTION 2017-105 TO EXPAND THE EXISTING FERNANDINA HARBOR MARINA TO THE NORTH AND IMPROVE THE OVERALL FACILITIES FOR TRANSIENT BOATERS: According to the agenda support documents Resolution 2019-95 authorizes continued inclusion of the Big-P Programming funds of 51.4% or \$1,585,695 for expansion northward of the Fernandina Harbor Marina and identifies the timeline for seeking its pursuit of the necessary permitting and identify an updated multi-year implementation plan for the Big-P grant. City Manager Martin gave a detailed explanation of mitigating circumstances and suggested requesting an extension from the Florida Fish and Wildlife Commission.

A motion was made by Commissioner Ross to direct the City Manager to negotiate with Bellingham Marine, the original installer of the docks. Motion failed due to lack of a second.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-94 as amended with a one-year extension. Grants Administrator Lorelei Jacobs explained the Big P grant is designed to promote dock usage for transient boats 27ft. or larger. The City has not been offered a grant contract as yet and have until May 2021 to complete the permitting. Moving the channel is suggested as a first step towards permitting. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2019-96 AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION: According to the agenda support documents Resolution 2019-96 authorizes the City Attorney to work with the City claims administrator to defend the City of Fernandina Beach in the

matter of Amelia Tree Conservancy, Inc., Conserve Amelia Now, Inc., and Sierra Club v. City of Fernandina Beach, Case No: 19-002515GM, in the Division of Administrative Hearings for the State of Florida.

City Attorney Bach explained the authorization to defend the administrative challenge for the Amelia Bluff Future Land Use Map change. The administrative challenge was filed on May 14 by the Amelia Tree Conservancy a subsequent initial order was issued by the administrative law judge stating the parties were to file a response on or before May 21. The City complied per the Commission approval and the insurance company has been contacted, the deductible is \$2500 per claim. Each claim including Dr. Ross previously filed complaints results in significant costs to the City, the premium is currently approximately \$27,000 per year. A discussion ensued as to the variety of potential scenarios that could arise from action and inaction. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-96.**

Mr. Jack Imber, 1003 Broome Street, asked the Commission to reconsider their vote and dropout of the lawsuit because taxpayers will ultimately be responsible for paying because this is not a fight we are going to win, accountability is needed at every level.

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

8.1 FIRST READING OF ORDINANCE 2019-14: City Attorney Bach read Ordinance 2019-14 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2018/2019, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-14 amends the Pay and Classification Plan for FY 2018/2019. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2019-14. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2019-10: City Attorney Bach read Ordinance 2019-10 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 54, HUMAN RELATIONS, CREATING SECTION 54-1 DEFINITIONS; CREATING SECTION 54-36 PURPOSE; CREATING SECTION 54-37 PROHIBITED CONDUCT; CREATING SECTION 54-38 COMPLAINTS; CREATING SECTION 54-39 EXEMPTIONS; CREATING SECTION 54-40 CRIMINAL ACTS; CREATING SECTION 54-41 FALSE CLAIMS; AMENDING SECTION 54-52 DECLARATION OF POLICY, OBJECTIVES; AMENDING SECTION 54-54 PROHIBITED CONDUCT; AMENDING SECTION 54-55 MULTIPLE LISTING SERVICES; AMENDING SECTION 54-56 EDUCATIONAL ACTIVITIES; AMENDING SECTION 54-57 BROKERAGE SERVICES; AMENDING SECTION 54-58 USE OF REMEDIES OF THIS CHAPTER, OTHER REMEDIES; AMENDING SECTION 54-59 DISCRIMINATION IN THE FINANCING OF HOUSING; AMENDING SECTION 54-60 EXEMPTIONS; AMENDING SECTION 54-61 INTERFERENCE, COERCION, OR INTIMIDATION; ENFORCEMENT BY CIVIL ACTION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-10 amends Chapter 54 of the City Code pertaining to Human Relations.

The public hearing was opened at this time.

Ms. Genece Minshew, 2428 Los Robles Drive, since the last reading of Ordinance 2019-10 she worked together with Quality Florida and City Attorney Bach on the enforcement clause and encouraged the Commission to vote yes.

Ms. Christy LeLait, 1306 Broome Street, in favor of Ordinance 2019-10 and urged the Commission to vote yes.

Dr. Theresa Sparks, 2111 Egret Lane, a Fernandina Beach small business owner in favor of Ordinance 2019-10 and thanked the Commission for their support.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2019-10. City Attorney Bach outlined the enforcement and other recommended changes highlighted in the draft of Ordinance 2019-10 for the Commission to consider and reminded all the Third Reading will take place at the Tuesday July 2nd City Commission Regular Meeting. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 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 approve the appointment of Ms. Nicole Kresse. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 ARTS AND CULTURE NASSAU: According to the agenda support documents there was one appointment for Arts and Culture Nassau. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve the appointment of Ms. Jennifer England. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

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

Commissioner Ross spoke to the possible sale of a large parcel of commercially zoned Nassau County land that could be annexed into the City and beseeched community contribution to preserve the open space.

11.2 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich.

Commissioner Ross gave a presentation on utility poles in the waterfront district that will cost approximately \$220,000 (per Florida Public Utilities) to bury underground. This would be a first step towards the resiliency program and developing the waterfront.

City Comptroller Pauline Testagrose indicated funding is available in the Capital Improvements fund due to other projects being postponed.

11.3 CODE AMENDMENT - SECTION 90-78: USE OF BOATS AS PLACE OF BUSINESS: This item was placed on the agenda at the request of Commissioner Ross who gave a slide presentation on repurposed barges and ferry's being turned into commercial businesses and suggested this as a possible business opportunity. City Attorney Bach clarified the City jurisdiction ends at the high waterline.

CITY MANAGER REPORTS:

BUDGET REVIEW: City Manager Martin announced budget review will begin the week of June 10th.

WORKSHOP: City Manager Martin reminded all of the City Commission Workshop Tuesday, June 18th at 5pm that will be discussing the proposed hotel and racetrack at the airport.

CITY ATTORNEY REPORTS: City Attorney Bach had no reports at this time.

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

MAYOR/COMMISSIONER COMMENTS:

VOLUNTEERS: Commissioner Ross acknowledged beach cleanup volunteers who go out nightly and do a great job noting the abundance of discarded cigarette butts that are picked up from the beach.

ENCOURAGEMENT: Commissioner Ross encouraged fellow Commissioners to observe Beach Rangers and Ocean Rescue in action to witness the magnitude of their jobs.

COMMUNITY CLEANUP: Commissioner Chapman recognized all who participated in the recent Community Cleanup that began at the Peck Center and covered several blocks in the surrounding area.

FUNDRAISER: Commissioner Chapman congratulated the City Police and Fire teams that participated in the recent annual basketball fundraiser.

EVENT: Commissioner Chapman attended the “Hoods for Heroes” event that provided all City of Fernandina Beach firefighters with preventative hoods that protect against inhalation of smoke and toxic fumes.

AMBASSADORS: As a volunteer member of the Beach Ambassadors, Commissioner Lednovich participates in the weekly beach cleanup on Wednesday nights that is open to all. Plastic straws are a frequently discarded item that can be harmful to ocean life and it is suggested that a city wide ban be considered.

NESTING SEASON: Vice Mayor Kreger announced sea turtle nesting season has begun and could possibly be a record year with over 100 nests. Program volunteers do an excellent job protecting nests and also participate in beach clean-up.

PRE-EMPTIONS: Mayor Miller spoke to the importance of state pre-emptions and following the law.

PROCLAMATION: Mayor Miller announced a Proclamation will be presented to Nassau Health Foods to recognize their recently implemented effort to eliminate plastic bags.

CONDOLENCES: Mayor Miller expressed condolences to the City of Virginia Beach for the recent horrific mass shooting that killed eleven municipal employees.

PARADE: Mayor Miller reminded all of the Pride Parade Saturday June 8th.

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City Commission Regular Meeting

June 4, 2019

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ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:11pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, June 18, 2019 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Kreger and 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.

4.1 SIGNATURE LAND, INC.: Representatives of Signature Land, Inc. provided a presentation regarding the Amelia River Golf Course property.

Signature Land, Inc. President and Owner Steve Leggett and members of his team unveiled plans and gave a detailed presentation of the auto centric complex proposed for the Amelia River Golf Course property.

Signature Land Inc. Chief Marketing Officer Ms. Emma Spencer provided an overview presentation describing the complex as enjoyable for the entire community that will include lots of positive changes.

Mr. Leggett explained that not only will the family friendly facility bring increased tax revenue but will be managed by a company committed to making a community friendly facility.

Commissioner Ross commented the proposed use is not consistent with the City's Land Development Code (LDC).

Ms. Emily Pierce, 1301 River Place Boulevard, explained the Land Development Code (LDC) has primary and accessory uses however Planning and Conservation Department Director Kelly Gibson did not provide an opinion because no plan has been submitted to date.

Commissioner Ross questioned a key issue as to how this project would make the island more livable for residents. Ms. Spencer responded the entire complex is driven by family amenities and would bring opportunity and growth to the island.

Atlanta Motor Sports Park Owner Mr. Jeremy Porter, Dawsonville, Georgia, noted the concept adds to an already existing island car culture, and will create high paying jobs and activities for residents concluding that if the project were without noise it would be "an easy decision".

Nassau County Board of County Commissioners Mr. Aaron Bell commented on the existing noise of racing events which are further away and cautioned that new residents of Crane Island are going to have a problem considering the drone of a car running constantly is unpleasant.

Vice Mayor Kreger surmised this is a quality of life issue in a beach community with a historic district that is not "auto centric".

Commissioner Chapman inquired about the educational opportunities and asked if the Nassau County School District had been approached. Ms. Spencer noted ideas had been floated but is not a reality at this time.

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City Commission Workshop
June 18, 2019
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5. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 6:01pm.

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, June 18, 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 American Legion Chaplain Bruce Malcolm.

4.1 PROCLAMATION - ELM STREET SPORTSMAN ASSOCIATION: Vice Mayor Kreger read the Proclamation is full recognizing the Elm Street Sportsman Association for excellence in civic service. Elm Street Sportsman Association Officers were in attendance to accept the Proclamation.

4.2 PROCLAMATION - DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) OFFICE OF COAST SURVEY: Vice Mayor Kreger read the Proclamation in full recognizing NOAA's Office of Coast Survey for providing exceptional maritime services, environmental stewardship and responding to maritime emergencies. NOAA Office of Coast Survey Navigation Response Team Two Leader Mr. James Kirkpatrick was in attendance to accept the Proclamation and thanked the Commission for the recognition.

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

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals spoke to the proposed Signature Land, Inc. development at the Amelia River Golf Course property:

Ms. Carol Dunlop, 4446 Titleist Drive, has gathered signatures on a petition and is not in support. Ms. Dunlop read a statement on behalf of her husband, Mr. Bill Dunlop.

Mr. Jack Ruppel, 3614 Via Del Mar, is not in support and opposed to the development.

Ms. Beth Kern, 426 S. 7th Street, is not in support and opposed to the development.

Mr. Donald Pollock, 3827 S. Fletcher Avenue, is not in support and opposed to the development.

Mr. Jack Imber, 1003 Broome Street, is not in support and opposed to the development.

Mr. Richard Witt, 4402 Titleist Drive, is not in support and opposed to the development.

Ms. Cheryl Witt, 4402 Titleist Drive, is not in support and opposed to the development.

Ms. Mary Libby, 616 Spanish Way East, is not in support and opposed to the development.

Mr. John Ginn, 4441 Bean Street, is not in support and opposed to the development.

Ms. Joan Bean, 141 N.15th Street, is not in support and opposed to the development.

Mr. Ken Fusch, 4431 Titleist Drive, is not in support and opposed to the development.

Mr. Bob Joseph, 664 Santa Maria Drive, is not in support and opposed to the development.

Ms. Kathy Turner Motley, 2400 Via Del Rey, is not in support and opposed to the development.

Mr. Robert Motley, 2400 Via Del Rey, is not in support and opposed to the development.

Ms. Bryn Byron, 1438 S. Fletcher Avenue, is not in support and opposed to the development.

Mr. Anthony Oliva, 2869 West 6th Street, is not in support and opposed to the development.

Mr. W. Craig Rowdon, 1559 Canopy Drive, is not in support and opposed to the development.

Ms. Patty Smith, 2865 W. 6th Street is not in support and opposed to the development.

Ms. Lorraine Conover, 677 Spanish Way East, is not in support and opposed to the development.

Ms. Lauree Hemke, 751 Barrington Drive, is not in support and opposed to the development.

Mr. Andrew Curtin, 1227 S. Fletcher Ave., is not in support and opposed to the development.

Reverend Linda Green, 1602 Highland Dunes Way, is not in support and opposed to the development.

Ms. Jane Moore, 534 A Tarpon Avenue, is not in support and opposed to the development.

Ms. Laura Sirbaugh, 504 Crosswind Drive, is not in support and opposed to the development.

Ms. Cheryl Hines, 95109 Hildreth Lane, is not in support and opposed to the development.

Mr. Dale Spencer, 542 Patriots Way, is not in support and opposed to the development.

Mr. Scott Sernaker, 908 Stanley Drive, is not in support and opposed to the development.

Ms. Susanne Brisach, 8 Osprey Village Drive, is not in support and opposed to the development.

Mr. Stephen Scavotto, 4602 Carlton Dunes Drive, is not in support and opposed to the development.

Mr. Tommy Oliver, 4734 Oliver Lane, is not in support and opposed to the development.

Mr. Bob Monti, 95141 Mackinas Circle, is not in support and opposed to the development.

Ms. Connie Gillespie, 2730 Le Sabre Place, is not in support and opposed to the development.

Ms. Margaret Kirkland, 1377 Plantation Point Drive, is not in support and opposed to the development.

Ms. Gail Morgan, 95100 Willet Way, is not in support and opposed to the development.

Mr. Sandra Kerry, 1255 Forrest Drive, is not in support and opposed to the development.

Ms. Gina Colagero, 765 Kenneth Court, is not in support and opposed to the development.

Ms. Candis Whitney, 1720 Blue Heron Lane, is not in support and opposed to the development.

Mr. Cameron Moss, 3411 Sea Marsh Road, is not in support and opposed to the development.

Mr. Thomas Polito, 1824 Atlantic Place, is not in support and opposed to the development.

Ms. Lynn Pannone, 9 Marsh Hawk Road, speaking on behalf of Amelia Tree Conservancy is not in support and opposed to the development.

Mr. Paul Lore, 2794 Longboat Drive, requested the Commission say no to beach parking.

Ms. Toni Rowdon, 1559 Canopy Drive, is not in support and opposed to the development.

Mr. Chris Basdek, of Harris, Miller, Miller and Hanson and is retained by the developer of Amelia River Resort to do the acoustic sound study for the project.

Mr. Jeremy Porter, 2935 Gainesway Court, suggested the Commission do an independent sound study. As a racetrack owner, he specifically detailed sound and noise statistics and spoke in favor of the developer who is a friend and fellow car enthusiast.

Discussion ensued regarding measuring sound, engineering studies and the effects of automobile and other noise in the surrounding community.

6. CONSENT AGENDA: The following six items were on the Consent Agenda and were approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the City Commission Regular Meeting of March 5, 2019; the Joint Local Planning Agency Meeting of March 12, 2019; the City Commission Regular Meeting of March 19, 2019 and the Joint Special Meeting of March 26, 2019 were submitted for approval, Staff recommended approval of the Minutes as submitted. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 CORRECTION - RESOLUTION 2019-93 APPROVING STANTEC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; APPROVING AN AMENDMENT TO THE BUDGET IN FY 2018/2019A: According to the agenda support documents Resolution 2019-93 approves Stantec as a sole source vendor in Fiscal Year 2018/2019 and accepts the proposal for an Integrated Financial Sustainability Analysis Study for the General Fund, Golf Course Fund and the Marina Fund. Also approves a budget transfer of \$11,000 from the Golf Machinery and Equipment account to the Golf Professional Services account; and a transfer of \$29,380 from various General Fund accounts to the Finance Professional Services account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-93. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2019- 97 AUTHORIZING THE CITY MANAGER AND CITY CLERK TO ACT ON BEHALF OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE ISSUANCE OF

CITY CREDIT CARDS: According to the agenda support documents Resolution 2019-97 authorizes the City Manager and City Clerk to execute the Credit Application and related documents for the issuance of commercial credit cards with an aggregate amount not to exceed \$150,000. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve to approve Resolution 2019-97. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2019-98 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-98 approves amendments in the Marina Fund related to the issuance of the Series 2019 Note and increases the total City Budget from \$156,710,614 to \$159,710,614. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-98. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2019-99 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.15 ACRES OF LAND LOCATED AT 2311 AMELIA ROAD: According to the agenda support documents Resolution 2019-99 authorizes the extension of water services to the property located on 2311 Amelia Road (Parcel ID: 00-00-30-0380-0042-0000). Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-99. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 RESOLUTION 2019-100 AWARDING RFP#2019-02 TO WITT O'BRIEN'S, LLC FOR DISASTER DEBRIS MONITORING SERVICES, AND TO DEBRISTECH, LLC AND TRUE NORTH EMERGENCY MANAGEMENT, LLC, IN THE EVENT THE PRIMARY PROVIDER IS UNABLE TO FULFILL ITS OBLIGATIONS OR DOES NOT MEET CITY REQUIREMENTS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SAME: According to the agenda support documents Resolution 2019-100 awards RFP #2019-02 to Witt O'Brien's, LLC for the City's Disaster Debris Monitoring Services, as specified in the Request for Proposal. Authorizes the City Manager to negotiate a three-year contract for services with Witt O'Brien's, LLC as the primary provider, and with DebrisTech, LLC and True North Emergency Management, LLC, as backup providers, on behalf of the City, for Disaster Debris Monitoring Services. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-100. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-101 APPROVING CHANGE ORDER #10 WITH CLOUD 9 SERVICES, INC. DBA FENDER MARINE CONSTRUCTION RELATED TO THE SOUTHERN ATTENUATOR PROJECT AT THE FERNANDINA BEACH HARBOR MARINA: According to the agenda support documents Resolution 2019-101 approves Change Order #10 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 \$6,215,494.78. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-101. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2019-102 APPROVING MAFFETT LOFTIS ENGINEERING, LLC AS THE SOLE SOURCE VENDOR DESIGN AND ENGINEERING SERVICES RELATED TO THE NORTHERN ATTENUATOR IN AN AMOUNT NOT TO EXCEED \$36,500: According to the agenda support documents Resolution 2019-102 approves Maffett Loftis Engineering, LLC as a sole source vendor and accepts the proposal submitted by Maffett Loftis Engineering, LLC in an amount not to

exceed \$36,500 for design and engineering services related to the northern attenuator. *This item was removed from the agenda at the request of City Attorney Bach.*

7.3 Legislative - RESOLUTION 2019-103 ACCEPTING THE OCEAN HIGHWAY AND PORT AUTHORITY OF FERNANDINA 2014 MASTER PLAN AS AMENDED AND CLARIFIED ON OCTOBER 8, 2014: According to the agenda support documents Resolution 2019-103 accepts the findings of the 2014 Ocean Highway and Port Authority Master Plan (“Master Plan”) and finds that the Master Plan is consistent with the City of Fernandina Beach Comprehensive Plan, to the extent feasible, in accordance with Section 311.14(2)(e), Fla. Stats.

City Attorney Bach explained the Planning Advisory Board rejected the Ocean Highway and Port Authority Master Plan because it is not consistent with the Comprehensive Plan. Commissioner Ross expounded on OHPA’s extensive expansion plans which do not appear in the actual Master Plan and suggested Resolution 2019-103 be amended. City Attorney Bach read said amended Resolution 2019-103 by title only, which was as follows: “A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA REJECTING THE OCEAN HIGHWAY AND PORT AUTHORITY (OHPA) 2014 MASTER PLAN AS AMENDED AND CLARIFIED ON OCTOBER 8, 2014 AND PROVIDING FOR AN EFFECTIVE DATE.” MS. Bach further stated “the City Commission hereby rejects the findings of the 2014 Ocean Highway And Port Authority (OHPA) Master Plan and finds that the Master Plan does not adequately address existing port facilities any proposed expansions or other applicable requirements of paragraphs A-K of Florida Statute Section 163-317 Sub 2 required by Florida Law and is not consistent with the City of Fernandina Beach Comprehensive Plan in accordance with section 311.14 sub 2E.” **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-103 as amended. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach stated the Resolution will be amended redrafted and submit for signatures.

7.4 RESOLUTION 2019-104 APPROVING A PROPOSAL FROM BEACH RAKER, LLC IN AN AMOUNT NOT TO EXCEED \$270,000 FOR BEACH CLEANING SERVICES BY WAY OF A PIGGYBACK PURCHASE FROM JULY 1, 2019, THROUGH JUNE 30, 2020; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-104 approves the proposal from Beach Raker, LLC to clean City beaches with no mechanical raking and removing personal property items left abandoned on City beaches in accordance with the cost proposal and approves a transfer of \$70,000 from the Transfer Out/To Capital Fund account to the Parks Contractual account. The Capital Improvements Fund Transfer In account and the Capital Improvements Fund, Parks Improvement account will both be reduced by \$70,000. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-104. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Mr. Doug Roselle, 524 Tarpon Avenue, concerned the cost is expensive compared to services offered and requested the company give specifics as to volume and man hours.

8.1 SECOND READING OF ORDINANCE 2019-11: City Attorney Bach read Ordinance 2019-11 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE (LDC) SECTION 9.01.04 (REMOVALS AND VACANCIES OF BOARD MEMBERS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-11 amends the Land Development Code specific to board member vacancies and removals.

City Attorney Bach noted new language has been added regarding excused medical absences, as was discussed at the First Reading, and clarified Land Development Code Section 9.02.02. exempts the members of the Planning Advisory. Other board members will automatically vacate their seats with two or more absences at regular consecutive meetings without requiring removal from the City Commission however absences due to medical conditions are excused.

Commissioner Ross suggested a board member be vacated after three absences in one calendar year. Vice Mayor Kreger concurred that the Ordinance is an initiative to “get City business done”. City Attorney Bach clarified the word “unexcused” would be removed and the Ordinance would read three absences in one calendar year. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2019-11.** The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 SECOND READING OF ORDINANCE 2019-12: City Attorney Bach read Ordinance 2019-12 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE (LDC) SECTIONS 1.07.00 (ACRONYMS AND DEFINITIONS), 8.01.01 (F) ADDING STANDARDS FOR AUTOMATIC TELLER MACHINES IN THE HISTORIC DISTRICTS, SECTION 8.03.03 (B) CERTIFICATE OF APPROVAL MATRIX, AND SECTION 6.03.00 PERMISSIBLE AND PROHIBITED USES WITHIN COMMERCE PARKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-12 amends the Land Development Code specific to Automated Teller Machines in the Historic Districts. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2019-12.** The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 SECOND READING OF ORDINANCE 2019-13: City Attorney Bach read Ordinance 2019-13 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE (LDC) SECTIONS 2.03.02 (TABLE OF LAND USES), TO MAKE PERMISSIBLE TRIPLEX AND MULTI-FAMILY RESIDENTIAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-13 amends the Land Development Code specific to Triplex and Multifamily Residential Uses.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed.

City Attorney Bach explained the amendment is for MU8 an area between 8TH and 9TH Streets, Atlantic Avenue and Lime Street for duplex and triplex residential or commercial development structures. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2019-13. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 PLANNING ADVISORY BOARD: According to the agenda support documents, there was one alternate appointment for the Planning Advisory Board. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the appointment of Ms. Victoria Robas. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 HISTORIC DISTRICT COUNCIL: According to the agenda support documents there was one appointment for the Historic District Council. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the appointment of Ms. Angela Conway. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich.

City Manager Martin reported the North Florida Land Trust (NFLT) discussed the availability of the approximately three acres known as the Dodd property adjacent to Amelia Bluff. NFLT is willing to represent the City to make an offer on the property and pay half of the acquisition costs. The Commission is in support and an offer letter will be drafted to obtain the property for conservation. City Manager Martin recently authored a published article detailing the inclusion of \$500,000 to the City budget solely for acquisition of conservation land.

Vice Mayor Kreger spoke to a possible calendar year 2020 county voting referendum and the importance of interface and discussion with the Nassau County Commissioners regarding island wide land conservation.

10.2 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who referenced an email the Commission received regarding diesel and gasoline storage tanks at the Marina. City Manager Martin confirmed no issues with the tanks exist at this time.

CITY MANAGER REPORTS:

THANK YOU: City Manager Martin thanked Comptroller Pauline Testagrose and the Commission for the productive budget review meetings.

RECOMMENDATION: City Manager Martin will present a recommendation, prior to the City Commission Regular Meeting July 2, 2019 on the two remaining teams being considered for the waterfront resiliency plan.

MEETING: City Manager Martin will attend the Property Assessed Clean Energy quarterly meeting Thursday June 20th in Ft. Lauderdale, Florida.

HOLIDAY: City Manager Martin reminded all that City offices will be closed Thursday July 4th in observance of Independence Day and encouraged all to observe firework safety.

BEACH WALKOVERS: City Manager Martin will bring forth a beach walker plan after the US Army Corps of Engineers report.

CITY ATTORNEY REPORTS:

CHARTER REVIEW: City Attorney Bach reminded all of the impending Charter Review process.

WORKSHOP: City Attorney Bach calendared August 20, 2019 at 4:00 PM as a tentative date for a ocean Highway Port Authority workshop regarding the flood plain ordinance, critical facilities and hazardous waste material storage and compliance.

BEACH PARKING: City Attorney Bach noted Vice Mayor Kreger requested she draft an Ordinance to eliminate on beach parking at Seaside Park to be presented at the City Commission Regular Meeting of July 16, 2019. The current Ordinance requires a study to review reduced beach parking.

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

MAYOR/COMMISSIONER COMMENTS

EVENT: Commissioner Chapman attended the opening of Captain Jack's Restaurant and wished them all the best.

PARADE: Commissioner Chapman participated in the recent Pride Parade and appreciated the turn out and welcoming acceptance.

GIFTS: Commissioner Chapman reaffirmed his pledge not to accept any gifts.

PARADE: Commissioner Lednovich echoed Commissioner Chapmans' sentiments expressing pride in the City and event for the first annual Pride Parade.

PARADE: Vice Mayor Kreger concurred noting the parade's success and Commissioner Ross inaugural participation.

BOOKS: Vice Mayor Kreger acknowledged WestRock Training and Community Relations Manager Mr. Eric J. Schmidt for his assistance with delivering books to Mexico Beach, Florida residents who were adversely affected by Hurricane Michael.

PARADE: Mayor Miller recognized the impressiveness of the Pride Parade and looks forward to next year.

FUNDRAISER: Mayor Miller attended the first Cross the Line – Paddle for Veterans a fundraising event, and thanked organizer Mr. Paul Lore.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 10:17 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, July 02, 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 Jeremiah Robinson of Baptist Medical Center. Commissioner Ross praised recently retired Reverend James Tippins, Senior Chaplin of Baptist Medical Center and thanked him for his many years of service to the community.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society presented the "City Commission Dog of the Month"; Elmo a Mastiff/Basset Hound mix. A recent Nassau Humane Society shared rescue will have seven dogs available for adoption next week; they arrived from Delaware via an international effort to save dogs from the meat market trade.

4.2 PRESENTATION - IMS INFRASTRUCTURE MANAGEMENT SERVICES: IMS Infrastructure Management Services Client Services Manager Mr. Dan White provided a presentation regarding the Pavement Management Analysis, rehab plan and cost estimates.

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

BEACH PARKING: Mr. Mike Stevenson, 83 Oak Grove Place, requested the Commission save on beach parking and refrain from introducing paid beach parking.

PORT: Ms. Tammi Kosack, 322 N. 3rd Street, thanked the Commission for rejecting the 2014 Port Master Plan and requested the Commission reject the ports proposal of a second entrance on Escambia Street. It is suggested the port open the gates earlier or have a second entrance through West Rock.

CONTRACT: Ms. Mary Duffy, 2028 Alachua Street, questioned the recent contract with Beach Rakers and why trash is being picked up at 4:30 am that puts sea turtles nesting at risk. City Manager Martin responded the contract states the beach cleaners can be on the beach between the hours of 8am-6pm.

Vice Mayor Kreger concurred: Beach Rakers should not be on the beach during those hours as it is detrimental. Vice Mayor Kreger recommended adjustments be made before the US Fish and Wildlife become involved. Commissioner Lednovich asked City Manager Martin to inquire with other municipalities that protect turtles.

DEVELOPMENT: Mr. Jack Ruppel, 3614 Via Del Mar, continues to oppose the proposed auto centric development at the Airport and implored the Commission to listen to their constituents.

MORATORIUM: Ms. Joan Bean, 141 N. 15th Street, asked about the status of the yearlong moratorium. City Attorney Bach explained the moratorium in effect and the state recently passed a bill that preempts local control allowing citizens to cut down trees on personal property without any permits or fees to the City.

Vice Mayor Kreger noted the moratorium was to allow for the correction of the future land use and zoning map which was scheduled to go to the Planning Advisory Board in August but has been rescheduled for September 2019.

BEACH PARKING: Ms. Marian Phillips, 724 S. 6th Street, requested the Commission maintain on beach parking and abstain from instituting paid parking.

BEACH CLEANUP: Ms. Brenda Singer, 2806 Atlantic View Drive, stated volunteers, of which she is one, perform the majority of beach cleanup and as such does not believe it a good idea to expend taxpayer dollars for Beach Rakers to provide the service.

CONSENT AGENDA: The following one item was on the Consent Agenda.

6.1 RESOLUTION 2019-105 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING: According to the agenda support documents Resolution 2019-105 approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport on dates approved by the Airport Director for a period of one year.

Airport Director Nathan Coyle gave a brief background history and explanation of Driving Dynamics, Inc. City Manager Martin clarified Driving Dynamics, Inc. is not associated with Signature Land Development or its principal, Mr. Steve Leggett. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-105.** Commissioner Lednovich questioned how often the trainings take place and requested a limit be instituted. After additional discussion **an amended motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-105 provided the number of events per year is limited to ten. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 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 explained issues remain related to lack of sidewalks and lack of fence on the northern property line.

Ms. Teresa Prince, Esquire, 406 Ash Street, representing the developer, provided a presentation and advocated for the approval of Resolution 2019-68 based up the following: the curb cut repairs are complete, written proof was provided from Nassau County that they (Nassau County) will not allow a sidewalk within the right of way on the east side of Citrona Drive, and the six foot fence on the northern boundary located on the original subdivision plans cannot be installed by the developer because they (developer) do not own the land.

Commissioner Ross gave a presentation, stated he's spoken with members of the Nassau County Board of County Commissioners, the County Attorney, and the developer, all of whom agree that the sidewalk installation is acceptable. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-68 as amended to include sidewalk installation with the appropriate City/County maintenance agreement.** City Attorney Bach agreed to work with Ms. Prince and County officials to specify details.

Mr. Nick Gillette, Gillette & Associates, 20 South 4th Street, noted the Shell Cove planned unit development (PUD) did not include the installation of a fence; it was a site plan element added later.

Mr. Richard Timm, 2126 Shell Cove Circle, is in support however the original tree canopy was not preserved as per the plan and existing trees have root damage per City Arborist Dave Holley. The request is for the Commission to include several items in the resolution.

Mr. Eric Bartelt, 3820 S. Fletcher Ave, encouraged the Commission to delay the sidewalk until the County completes the trail.

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

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

Motion carried.

7.2 RESOLUTION 2019-106 APPROVING WORK ORDER 19-88 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND BID SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT FOR IMPROVEMENTS OF THE AIRPORT'S FUEL FARM: According to the agenda support documents Resolution 2019-106 approves Work Order 19-88 with Passero Associates, LLC, in the not-to-exceed amount of \$40,000, to provide design and bid assistance associated with above ground fuel farm improvements at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-106. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2019-107 APPROVING CHANGE ORDER # 2 WITH BRANCE DIVERSIFIED, INC. IN THE AMOUNT OF \$168,388.80 FOR THE RECONFIGURATION OF THE DINGHY DOCKS TO INCLUDE ONE NEW DOCK AT THE FERNANDINA BEACH HARBOR MARINA: According to the agenda support documents Resolution 2019-107 approves Change Order #2 with Brance Diversified, Inc. in the amount of \$168,388.80 with no increase to the total project cost. City Manager Martin gave a brief presentation and explanation of the reconfiguration. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-107. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2019-108 APPROVING A PROPOSAL FROM ASPHALT PAVING SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$348,513.50 FOR THE MICRO-SURFACING AND CAPE SEALING OF CITY ASPHALT RIGHTS-OF-WAY BY WAY OF A PIGGYBACK PURCHASE TO THE LEE COUNTY, FLORIDA, CONTRACT: According to the agenda support documents Resolution 2019-108 approves the proposal from Asphalt Paving Systems, Inc. to perform micro-surfacing and cape sealing on City asphalt rights-of-way in an amount not to exceed \$348,513.50 as a piggyback agreement with the Lee County, Florida, Contract. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-108.** Vice Mayor Kreger expressed his support though spoke discerningly of piggyback contracts and endorsed the advantages to bidding contracts that, in his experience, has proven to be of value. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2019-109 APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH SWAGIT PRODUCTIONS, LLC FOR VIDEO STREAMING SERVICES: According to the agenda support documents Resolution 2019-109 approves the Swagit Productions, LLC Second Amendment to the Agreement for Video Streaming Services. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-109. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2019-110 APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR MARK O'BRIEN CONTINGENT UPON FULL PAYMENT OF \$20,000 NO LATER THAN AUGUST 1, 2019, FOR CODE ENFORCEMENT VIOLATIONS AT 400 SOUTH 8TH STREET AND 421 SOUTH 9TH STREET: According to the agenda support documents Resolution 2019-110 authorizes full releases/satisfactions of liens be executed based upon the Code Enforcement and Appeals Board's order that fines and fees be reduced to a total of \$20,000 for violations now in compliance at 400 South 8th Street and 421 South 9th Street in the name of Mark R. O'Brien specifically conditioned upon Mr. O'Brien paying the entire \$20,000 to the City on or before August 1, 2019. ***The consensus of the Commission was to move Resolution 2019-110 to the August 20TH City Commission Regular Meeting.***

7.7 RESOLUTION 2019-111 TO CONTINUE DISCUSSIONS REGARDING AMELIA RIVER WATERFRONT DEVELOPMENT: According to the agenda support documents Resolution 2019-111 accepts the proposal offered by one firm to provide recommendations to the City Commission related to the resiliency of the City's Amelia River Waterfront. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich to approve Resolution 2019-111 accepting the proposal offered by Passero Associates, LLC., vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

8.1 FIRST READING OF ORDINANCE 2019-15: City Attorney Bach read Ordinance 2019-15 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTION 10A TO ADD PROVISIONS TO THE CITY CHARTER REQUIRING REFERENDUM ELECTION FOR SALE OR LEASE OF CITY-OWNED CONSERVATION LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2019-15 amends Section 10A of the City Charter to add a provision that requires a referendum for sale or lease of City-owned conservation land. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2019-15. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach clarified this matter will be on the November 3, 2020 General Election ballot. City Manager Martin suggested bundling this Charter Amendment, with Charter Review Committee Amendments.

8.2 FIRST READING OF ORDINANCE 2019-16: City Attorney Bach read Ordinance 2019-16 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO INCORPORATE AMENDED AIRPORT DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-16 amends the Land Development Code specific to Airport Design Standards. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2019-16. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING - ORDINANCE 2019-14: City Attorney Bach read Ordinance 2019-14 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2018/2019, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-14 amends the Pay and Classification Plan for FY 2018/2019.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2019-14. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 THIRD READING - ORDINANCE 2019-10: City Attorney Bach read Ordinance 2019-10 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 54, HUMAN RELATIONS, CREATING SECTION 54-1 DEFINITIONS; CREATING SECTION 54- 36 PURPOSE; CREATING SECTION 54-37 PROHIBITED CONDUCT; CREATING SECTION 54-38 COMPLAINTS; CREATING SECTION 54-39 EXEMPTIONS; CREATING SECTION 54-40 CRIMINAL ACTS; CREATING SECTION 54-41 FALSE CLAIMS; AMENDING SECTION 54-52 DECLARATION OF POLICY, OBJECTIVES; AMENDING SECTION 54-54 PROHIBITED CONDUCT; AMENDING SECTION 54-55 MULTIPLE LISTING SERVICES; AMENDING SECTION 54-56 EDUCATIONAL ACTIVITIES; AMENDING SECTION 54-57 BROKERAGE SERVICES; AMENDING SECTION 54-58 USE OF REMEDIES OF THIS CHAPTER, OTHER REMEDIES; AMENDING SECTION 54-59 DISCRIMINATION IN THE FINANCING OF HOUSING; AMENDING SECTION 54-60 EXEMPTIONS; AMENDING SECTION 54-61 INTERFERENCE, COERCION, OR INTIMIDATION; ENFORCEMENT BY CIVIL ACTION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-10 amends Chapter 54 of the City Code pertaining to Human Relations.

The public hearing was opened at this time.

Dr. Theresa Sparks, 2111 Egret Lane, spoke in support of Ordinance 2019-10.

The public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2019-10. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

11.1 PLANNING ADVISORY BOARD: According to the agenda support documents there was one appointment for the Planning Advisory Board. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to appoint Ms. Genece Minshew to the Planning Advisory Board. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

12.1 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who yielded his time to the chair.

12.2 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who yielded to Commissioner Ross who showed a presentation noting 500 acres of conservation created to date in 2019 and updated pending land acquisitions.

Vice Mayor Kreger noted the Dodd property is the first nominated under the new land acquisition ordinance and acknowledged the North Florida Land Trust for their contributions.

12.3 JOINT LOCAL PLANNING AGENCY MEETING FOLLOW-UP: This item is placed on the agenda at the request of Vice Mayor Kreger who gave a brief presentation on the City and County conservation collaboration. Discussion ensued regarding controlled growth.

12.4 BALLOON RELEASE ORDINANCE: This item is placed on the agenda at the request of Mayor Miller who spoke to the recent communications with other Counties who have banned ceremonial balloon releases and suggested it be a future agenda item. Discussion ensued as to the possibility of establishing such an Ordinance. City Attorney Bach stated she will draft an Ordinance and have same placed on an upcoming City Commission Regular Meeting agenda.

12.5 PLASTIC STRAW BAN ORDINANCE: This item is placed on the agenda at the request of Mayor Miller who requested clarification on recent Florida Senate activity. City Attorney Bach explained House Bill 771 was passed by the Florida Senate and House which institutes a five-year ban from any local government passing its own plastic straw ban however, Governor DeSantis vetoed the bill leaving it open for discussion in local communities.

Commissioner Lednovich suggested instituting a ban due to his participation in beach cleanups that include 80% of trash being plastic straws that in fact can endanger wildlife especially turtles. Noting some local businesses voluntarily participate in eliminating plastic straws. Commissioner Lednovich suggested a workshop be held to address the matter. Commissioner Ross spoke to unintended consequences and questioned ways to motivating citizens to be more cognizant of plastic straws and beach trash in general.

CITY MANAGER REPORTS:

MARINA: City Manager Martin reported the City will continue to work on permitting and relocation of the northern attenuator with the port and US Army Corps of Engineers.

HOLIDAY: City Manager Martin reminded that all City offices will be closed in observance of July 4th. The public is invited to the Light Up Amelia display and urged safety and caution around fireworks.

OUT OF OFFICE: City Manager Martin will be out of the office July 3-5 returning to work Monday July 8th.

CITY ATTORNEY REPORTS:

CONFERENCE: City Attorney Bach reported she will attend a conference July 10-12 in South Florida.

JULY 4TH: City Attorney Bach wished all a safe and happy holiday.

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

MAYOR/COMMISSIONER COMMENTS:

CONGRATULATIONS: Commissioner Ross congratulated City Clerk Best on her Florida Association of City Clerks Northeast District Director and praised the City Clerk and staff for their superb service.

FIREWORKS SAFETY: Commissioner Ross recognized City Police Chief James Hurley's recent article in the local newspaper on the importance and impact of fireworks and safety.

CONGRATULATIONS: Commissioner Chapman echoed congratulations to City Clerk Best.

HOLIDAY: Commissioner Chapman also wished all a happy July 4th and prompted pet owners to keep pets safe and secure during fireworks.

CONGRATULATIONS: Commissioner Lednovich congratulated City Clerk Best on her appointment.

HOLIDAY: Commissioner Lednovich wished all a happy and safe holiday.

CONGRATULATIONS: Vice Mayor Kreger congratulated City Clerk Best on her appointment.

GRANT AWARD: Vice Mayor Kreger announced a grant award in the amount of \$75,000 for a beach walk through to be converted to a beach walkover with sea oats and sand fences that culminated from excellent staff cooperation with the state of Florida.

CONGRATULATIONS: Mayor Miller congratulated City Clerk Best on her appointment.

FIREWORKS SAFETY: Mayor Miller reminded that fireworks are illegal and encouraged all to be cognizant of military veterans who may be adversely affected by fireworks and explosive noises.

TRASH: Mayor Miller received an email update on the couple who kicked off their Florida coastline trash removal trek in Fernandina Beach to raise awareness and promote clean beaches and oceans.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:09 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, July 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 Bernard Thompson of New Zion Missionary Baptist Church.

City Manager Martin read an email from himself to Ms. Stevenson regarding beach parking and the proposed development at the Amelia River Golf Course which stated in relevant part: unless unanticipated events or behavior warrants, beach parking will not be revisited by the City Commission, however, beach parking *management* is still under consideration. The City Commission will take no further action at this time on the proposed development at the Amelia River Golf Course.

Vice Mayor Kreger stated he supports eliminating beach parking. The Comprehensive Plan requires a beach parking study which is needed and currently both the City and Nassau County are in violation of the Endangered Species Act; due to the lack of a beach habitat conservation plan and an incidental take permit. A presentation regarding compliance will on the August 6, 2019 City Commission Regular Meeting agenda.

4.1 PRESENTATION – OCEAN HIGHWAY AND PORT AUTHORITY: This item was removed from the agenda at the request of Ocean Highway Port Authority.

4.2 PRESENTATION - FLORIDA INLAND NAVIGATION DISTRICT (FIND): FIND Commissioner Mr. Lynn Williams presented 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 gave a brief update and was available to 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: in an effort to reduce exceptionally long meetings, Mayor Miller stated the Rules of Procedure for Public Comment Regarding Items Not on Agenda would henceforth be more stringently observed. The following individuals spoke to this item:

PAID BEACH PARKING: Mr. Scott Stewart, 2485 High Rigger Road, thanked the Commission for their support for beach parking and requested continued support against paid beach parking. Any future changes are requested to be put on a ballot for citizens to vote.

AIRPORT LEASE AND BUILDING MORATORIUM: Ms. Joan Bean, 141 N. 15th Street, asked about the timeline for the Airport lease and requested extending the moratorium on development.

PRESERVATION: Ms. Alexandra Lajoux, 646 Spanish Way East, distributed a written statement on preservation imploring the Commission to recognize development as a “Trojan horse”.

DEVELOPMENT: Ms. Marie Santry, 865 Atlantic View Drive, is not in support of the proposed auto centric development at the Amelia River Golf Course and is not in support of paid beach parking.

Airport Director Mr. Nathan Coyle clarified a discussion on Federal Aviation Administration guidelines and generally acceptable uses and suggested a meeting to classify specific use.

DEVELOPMENT: Mr. Jack Ruppel, 3614 Via Del Mar, thanked the Commission for their service and suggested caution be exercised with future proposals from the developer.

DEVELOPMENT: Ms. Carol Dunlop, 4446 Titleist Drive, thanked the Commission for supporting constituents and asked that rezoning be considered to preclude future proposals for development.

PUBLIC COMMENT: Mr. Paul Lore, 2794 Long Boat Drive, expressed concerned regarding time constraints considering an assembled group had attended this Meeting to thank the Commission for preserving beach parking.

PAID BEACH PARKING: Mr. Paul Lore, 2794 Long Boat Drive, an advocate for free beach parking, stated the recent citizen survey questionnaire was confusing as to who would be charged to park at the beach. The Commission is asked to consider beach walkover adoption to help offset costs.

PAID BEACH PARKING: Citizens of Public Beaches and Shores Vice President Ms. Marian Phillips, 724 S. 6TH Street, noted her organization gathered signatures in support of saving on beach parking and is against paid beach parking.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the City Commission Regular Meeting of April 2, 2019 and the City Commission Regular Meeting of April 16, 2019 were presented for approval. Staff recommended approval of the Minutes as presented **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 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: According to the agenda support documents Resolution 2019-112 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. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-112. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2019-113 ADOPTING AN AIRPORT T-HANGAR AND ROW HANGAR WAITING LIST POLICY: According to the agenda support documents Resolution 2019-113 adopts a policy for administration of the airport's existing T-Hangar and Row Hangar waiting list. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-113. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 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: According to the agenda support documents Resolution 2019-114 approves the award of Bid #19-05 to Thomas May Construction Company, Inc. in the amount of \$131,350. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-114. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2019-115 APPROVING PRECISION SIDEWALK SAFETY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-115 approves Precision Sidewalk Safety as a sole source vendor for the removal of sidewalk trip hazards in an amount not to exceed \$40,000.

Precision Sidewalk Safety Corporation Account Executive Ms. Amanda Mosley Henson gave a detailed presentation on sidewalk safety and implementation of their product. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-115. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2019-116 RESTATING AND AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HEREWITH: According to the agenda support documents Resolution 2019-116 approves and adopts the restated and amended Personnel Policy Manual. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-116. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 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: According to the agenda support documents Resolution 2019-117 approves the Option Agreement for Sale and Purchase to acquire land for conservation. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-117. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 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: According to the agenda support documents Resolution 2019-118 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). **A motion was made by Vice Mayor Kreger, Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-118. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2019-17: City Attorney Bach read Ordinance 2019-17 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 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. According to the agenda support documents Ordinance 2019-17 amends the Land Development Code specific to wireless telecommunications facilities.

City Scapes Consultants, Inc. Project Manager Ms. Susan Rabold, 921 Woodbrook Drive, Greensboro, North Carolina, provided a detailed explanation of legislative requirements and objectives as per the City Ordinance. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2019-17 with the amended recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2019-18: City Attorney Bach read Ordinance 2019-18 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 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.” According to the agenda support documents Ordinance 2019-18 amends the Land Development Code specific to Rights – of - Way Standards.

Planning and Conservation Department Senior Planner Jacob Platt answered questions regarding design standards and proposals to accommodate existing City streets. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2019-18 with the recommended changes. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 BOARD OF ADJUSTMENT: According to the agenda support documents, there was one appointment for the Board of Adjustment (BOA). **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to reappoint Ms. Trisha Dadd to the BOA. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who requested Commissioner Ross update the land conservation fundraising thermometer.

10.2 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who spoke to the January City Commission Visioning Meeting where the consensus was to have a timeline on breaking ground for a waterfront park prior to the 2020 General Election.

CITY MANAGER REPORTS:

BUDGET: City Manager Martin reported the budget will be available on Monday July 22nd, a workshop on the proposed millage rate is scheduled for Tuesday July 30 at 5:15 pm, and formal budget workshops will be held Wednesday August 7th and Tuesday August 13th.

MARINA: City Manager Martin reported Marina Project Manager Bronson Lamb returned from personal leave and recently met with contractors. The southern attenuator pilings have begun to arrive, docks will be forthcoming with dredging due to conclude and construction of the southern attenuator commencing at the end of July.

SURVEY: City Manager Martin reported draft results should be due on Friday July 19th and will be issued as part of the weekly Friday report.

WATERFRONT: City Manager Martin stated the City Commission Regular Meeting of August 6th will include a proposal to retain legal counsel for the purpose of eminent domain on a parcel designated for the waterfront park.

CITY ATTORNEY REPORTS:

HEARING: City Attorney Bach stated the Amelia Bluff Administrative Hearing is open to the public and will take place Monday July 15th through Wednesday July 17th. Upon conclusion, Judge Early has up to

thirty days to issue a recommended order to the state of Florida for review and a final decision. The parties then have up to thirty days to appeal to the Circuit Court.

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

MAYOR/COMMISSIONER COMMENTS

WATERFRONT: Commissioner Ross clarified Passero Associates is conducting a shore stabilization study estimated to take six – seven months.

MAINTENANCE: Commissioner Ross shared an email from a resident who initially filed a complaint but retracted it after Maintenance Director Rex Lester and his team expedited and resolved their issue.

TURTLE WATCH: Commissioner Lednovich and his wife attended a turtle nest excavation and encouraged the witnessing of this amazing phenomenon of hatching and release of baby turtles into the ocean.

BACK TO SCHOOL EVENT: Vice Mayor Kreger announced the annual back to school event Saturday July 20th 2pm sponsored by the Elm Street Sportsman's Association.

CONCLUSION: Vice Mayor Kreger shared his involvement with Maintenance Director Rex Lester in assisting with the resolve of a recent local family's two-year cable wire issue.

TURTLE WATCH: Vice Mayor Kreger encouraged all to witness a local turtle excavation.

FESTIVAL: Mayor Miller will attend the Gullah Geechee Festival next weekend at the invitation of Gullah Geechee Nation Chieftess Queen Quet.

WELCOME: Mayor Miller welcomed Shannon Piper Gibson born June 24th to Planning and Conservation Director Kelly Gibson, her husband, Brian and family.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:14 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Tuesday, July 30, 2019 at 5:15 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioner Philip A. Chapman, Commissioner Mike Lednovich and Commissioner Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the pledge of allegiance.

4.1 RESOLUTION 2019-119 SETTING A TENTATIVE MILLAGE RATE FOR OPERATING EXPENSES FOR THE CITY FOR FISCAL YEAR 2019/2020; SETTING THE TENTATIVE MILLAGE RATE FOR VOTER APPROVED DEBT SERVICE: According to the agenda support documents Resolution 2019-119 establishes the Tentative Operating and Voter Approved Debt Millage Rates for FY 2019/2020.

City Manager Martin gave a detailed presentation and explained the proposed millage rate of 6.5236 includes a 0.5 increase for the sole purpose of land conservation funding. Mr. Martin noted a recent survey conducted by the Amelia Island Convention & Visitors Bureau revealed one in four beachgoers are from the 32034 zip code. The annual cost to maintain City beaches is approximately \$1.2 million, paid beach parking is an alternative source of revenue for Commissioners to consider. The budget calendar includes the following meetings: August 7th and 13th: Budget Workshops; September 3rd: Public Hearing; September 17th: Public Hearing Budget Adoption; October 1st: fiscal year begins.

Ms. Marian Phillips, 724 South 6th Street, stated her opposition to paid beach parking.

North Florida Land Trust Land Protection Director Mr. Marc Hudson, 843 West Monroe Street Jacksonville, announced a \$4 million capital campaign for conservation land buying over the next four years. Mr. Hudson explained the City's 0.5 millage increase represents a serious commitment to conservation efforts which major donors will find favorable.

Mr. Frank Lewis, 2253 Safe Harbor Lane, suggested stewardship, setting aside money for future costs, for maintaining conservation land and asked that paid beach parking and the costs associated with it be reviewed further.

Ms. Bonnie Dickens, 132 South 15th Street, supports the 0.5 millage increase for land conservation.

Ms. Roslyn Hume, 268 South Fletcher Avenue B3, supports the 0.5 millage increase for land conservation.

Ms. Diana Herman, 2116 Belvedere Ave, supports the 0.5 millage increase for land conservation and expressed concern that paid beach parking will divert parking overflow to side streets.

Mr. Jack Knocke, 2809 Ocean View Court, is opposed to the 0.5 millage increase and requested the Centre Street public restrooms remain open at night.

Mr. Paul Lore, 2794 Longboat Drive, does not support paid beach parking.

Ms. Peggy Lehosit, 1016 San Fernando Street, is in support of the Commission voting to approve the budget.

Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, speaking on behalf of Amelia Tree Conservancy, estimated 52% of donating members are City residents, believes land conservation is critical and supports the 0.5 millage increase.

Ms. Elizabeth Huben, 4615 Philips Manor Place, supports inclusion of budgeted funds for land conservation.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-119. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 6:18pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-131
Nassau County Comprehensive Emergency Management Plan

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-131

SYNOPSIS: On June 10, 2019, Nassau County Board of County Commissioners adopted the Nassau County Comprehensive Emergency Management Plan (Resolution 2019-103).

The Nassau County Comprehensive Emergency Management Plan adopted by the Nassau County Board of County Commissioners was updated to provide the framework for the development of detailed operating procedures for all County forces charged with the responsibility of protecting the public's health and safety from natural and technological disasters.

Staff recommends the City Commission adopt said plan as the City's Comprehensive Emergency Management Plan (CEMP). The City's adoption of the CEMP will allow the City to minimize the impact of disasters, natural and man-made, and provide a priority for recovery from disasters occurring within the City of Fernandina Beach. Once adopted, the plan will be in place until 2023.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-131.

Dale Martin, City Manager	8/8/2019
Tammi E. Bach, City Attorney	8/9/2019
Ty Silcox, Fire Chief	8/13/2019
James Hurley, Chief of Police	8/13/2019

Submitted By: _____ Date: July 12, 2019
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ADOPTING THE 2019-2023 NASSAU COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN AS THE STANDARD FOR EMERGENCY MANAGEMENT IN NASSAU COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster preparedness, response, recovery and mitigation; and

WHEREAS, being prepared for disasters means being ready to respond promptly as danger threatens, to save life and protect property and to provide relief from suffering and privation; and

WHEREAS, local services may be overburdened, or inadequate and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disasters in Nassau County; and

WHEREAS, many populated areas and parts of communities may require evacuation, shelter and food until the disaster ends, services are restored and needed supplies and materials are available; and

WHEREAS, this plan is intended to provide the framework for the development of detailed operating procedures for all County forces charged with responsibility of protecting the public's health and safety from natural and technological disasters; and

WHEREAS, Chapter 27P-6.0023(1), Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

WHEREAS, Chapter 27P-6.006(11), Florida Administrative Code, requires the governing body of Nassau County and its municipalities to adopt by Resolution, the Nassau County Comprehensive Emergency Management Plan; and

WHEREAS, Nassau County Board of County Commissioners adopted the Nassau County Comprehensive Emergency Management Plan on June 10, 2019 (Resolution 2019-103).

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

SECTION 1. The City Commission hereby adopts the 2019-2023 Nassau County Comprehensive Emergency Management Plan.

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

ADOPTED this 20th day of August, 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

NASSAU COUNTY'S BASE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)



2019-2023

This document is exempt from public records release per CH 119.071 F.S. – inventory of local law enforcement resources and any comprehensive policies or plans pertaining to the mobilization, deployment, or tactical operations involved in responding to an emergency as defined in section 252.34 F.S., are exempt from §119.07(1) F.S. and section 24(a), Article I of the State Constitution, and as such unavailable for inspection, except by personnel authorized by a state or local law enforcement agency, the office of the Governor, the Department of Legal Affairs, the Department of Law Enforcement, or the Division of Emergency Management as having an official need for access to the inventory or comprehensive policies or plans.

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CEMP EXECUTIVE SUMMARY

Comprehensive Emergency Management involves a continuous cycle of mutually supportive activities which take place before, during, and after an emergency situation. Pursuant to Chapter 252, Florida Statutes, the Base Comprehensive Emergency Management Plan (CEMP) establishes the organizational and procedural framework necessary to ensure the jurisdiction is adequately prepared for all hazards threatening the lives and property of its residents and visitors. The CEMP is a planning, organizational, and operations-based document providing direction for all aspects of the emergency management cycle. It is the document which establishes and guides the ongoing Emergency Management Program in Nassau County. The CEMP outlines the training and practicing of processes required to ensure continuity of government and vital human services, in anticipation of, response to, and recovery from a local disaster.

This CEMP details the expectations and responsibilities of Nassau County's constitutional officers, department heads, and public employees to ensure a successful Emergency Management Program. It has been developed in collaboration with these entities, faith-based and civic organizations, the business community, voluntary organizations active in disasters (VOADs), and the general public. Nassau County's established **Executive Policy Group** and the local **Emergency Management, Homeland Security, and Disaster Preparedness Advisory Council** (hereafter referred to as the "**Advisory Council**") are key contributors to the whole-community-planning process. These stakeholders provide specific input and review CEMP-components during formal planning meetings and informal communications. They contribute their ideas and concerns to after-action reports from exercises and real-world incidents to ensure opportunities for improvement are addressed and best-practices included. The Advisory Council helps NCEM's professional planners develop evidence-based functional and hazard-specific preparedness and response plans.

The Nassau County CEMP is compliant with the National Incident Management System (NIMS), incorporates the principles set forth in the Incident Command System (ICS) Center Management System (CMS), and integrates with the State of Florida CEMP in accordance with the National Response Framework (NRF) and National Disaster Recovery Framework (NDRF). Together, these documents set the strategy and doctrine for building, sustaining, and delivering the core capabilities identified in the National Preparedness Goal. The CEMP reflects the **strategic vision** of Presidential Policy Directive 8 (PPD-8) to *strengthen national security, prosperity, and resilience*, as well as the priorities of the Advisory Council: "*A county that is aware, prepared, and resilient to all hazards.*" Once formally adopted and promulgated by the Nassau County Board of County Commissioners (BOCC), the duties and processes described in the Base CEMP may carry the force of law within the jurisdiction. The Base CEMP undergoes a full review, update, and re-adoption by the BOCC on a four-year cycle. With a majority vote, the Advisory Council can integrate revised/updated functional and hazard-specific annexes into the approved Base CEMP without returning to the BOCC for a full review and promulgation.

The Nassau County Emergency Management Program's **Mission** is *“to provide Nassau County residents the education and support necessary to reduce risks and protect lives and property from natural and man-made hazards through coordination of mitigation, preparedness, response, and recovery activities using a whole-community approach.”* Local response activities which may (or have) overwhelm(ed) existing capacity, exceed local capabilities, or have the potential to create long-term disruption to public services, utilities, or the economy, all call for the activation of emergency or disaster operations plans, and/or a recommendation to the BOCC for a Local State of Emergency (LSE).

This Base CEMP provides a framework for cooperation and collaboration among all stakeholders and the integration of resources to prevent, prepare for, mitigate the effects of, respond to, and recover from all hazards, both natural and man-made. It includes the utilization of mutual aid agreements, memoranda of understanding, pre-positioned contracts, local pre-identified volunteers, and spontaneous volunteer management if necessary. The nature of the incident triggering disaster operations will determine which components of the CEMP, its annexes, and standard operating guidelines (e.g., hazard-specific, functional) are implemented.

RECORD OF REVISIONS

DATE	SUMMARY OF CHANGE
2014	Contractor-generated CEMP adopted and promulgated by Nassau County BOCC
April 2017	Added Executive Summary, updated plan format to separate Base Plans from Resource Coordination Guidance, Hazard-Specific Plans, and Position Specific Guidelines; specified review and update cycles; Clarified authorities, detailed Advisory Council composition, roles, and responsibilities; added Emergency Operations Center activation level descriptions and County ESF responsibilities.
Sept – Nov 2018	Complete re-write. Updated Organizational Charts; added descriptions of emergency declarations and emergency powers; included Center Management System concepts, Debris Management overview, Essential Elements of Information, Training and Exercise descriptions, and Recovery base plan; identified the County's responsibility for post-disaster redevelopment; added documentation of the emergency management program's continuous improvement process, complete review and update cycle changed from "at least every five" to "at least every four" years, and ensured correlation with State-specified CEMP compliance criteria (submitted to FDEM for review prior to request for adoption and promulgation by BOCC).
December 2018	Appended Post Disaster Recovery and Redevelopment Framework to CEMP at FDEM's request
March 2019	Received letter of compliance with State CEMP Criteria; deleted duplicate figures that were included when Recovery & Redevelopment Framework was appended.
April 2019	Removed the NCSO duplicate Advisory Council voting member to reduce the number to 23

This revision of the Nassau County CEMP supersedes all previous versions.

PROMULGATION

Nassau County's Board of County Commissioners (BOCC) is responsible for the formal proclamation or declaration of new ordinances, policies, and rules. When signed, the letter below officially promulgates this version of Nassau County's Comprehensive Emergency Management Plan.

To: Elected Officials, Employees, and Citizens of Nassau County

Nassau County's Emergency Preparedness Planners, in cooperation with the County's Executive Policy Group (EPG), Emergency Management Program Advisory Council, municipal jurisdictions, special districts, Voluntary Organizations Active in Disasters (VOADs), and the private sector, have prepared this Comprehensive Emergency Management Plan (CEMP) to provide a framework consistent with the "whole community approach" for county-wide hazard mitigation, preparedness, and resilience.

The CEMP illustrates the organization and interoperability of Nassau's government and principle stakeholders, including faith-based, civic, and other non-governmental organizations (NGOs); the local business community; and the general public. It addresses the roles and responsibilities each has in preparing for, protecting against, responding to, recovering from, and mitigating all hazards (i.e. natural, man-made, and technological) that have the potential to adversely impact our citizens and infrastructure.

This CEMP provides direction and guidance for all entities involved in incident stabilization and allocation of resources to protect life, property, and the environment. Upon approval by the Nassau County BOCC, the CEMP shall have legal standing and serve as a directive to prepare for and perform assigned emergency tasks consistent with the priorities established herein.

Nassau County Emergency Management, in coordination with the EPG and input from the Emergency Management Program Advisory Council, shall periodically evaluate and exercise the CEMP and revise it as necessary to meet changing conditions. Per Florida Administrative Rule 27P-6, the Division of Emergency Management (FDEM) "*shall review each county CEMP at a minimum of every four years ... in accordance with the criteria of CEMP-001 and CEMP-002.*" As a living document, this CEMP is subject to local technical changes and improvements during the period between FDEM reviews without formal approval of the BOCC. The Emergency Management Director shall ensure all affected stakeholders are notified of any revisions to the CEMP.

Upon approval of the Nassau County Board of County Commissioners and bearing the signature of the BOCC Chairperson, this letter shall officially constitute the adoption of the Nassau County CEMP, and declare the official adoption and recognition of the National Incident Management System (NIMS) as the foundation for all operations triggered by this CEMP.

Chairperson, Nassau County Board of County Commissioners

Date Signed

INTRODUCTION, PURPOSE, AND SCOPE OF THE CEMP

NASSAU COUNTY'S EMERGENCY MANAGEMENT PROGRAM

Per *Chapter 252.38(1)(a) F.S.* there is established and maintained the **Nassau County Emergency Management (NCEM)** agency with jurisdiction over and serving the entire county, a **Comprehensive Emergency Management Plan (CEMP)** and program that is coordinated and consistent with the State of Florida's CEMP and emergency management program, and an **Emergency Management Director (EMD)** who shall coordinate emergency management activities, services, and programs within the county and shall serve as liaison to the Florida Division of Emergency Management as well as other local emergency management agencies and organizations.

The **Board of County Commissioners (BOCC)** authorizes the County EMD and NCEM staff to perform the preparedness planning and operational duties as outlined in the CEMP. The EMD and organization shall execute the CEMP, or so much thereof as is necessary, to address real local hazards or to practice its execution. The BOCC directs the EMD and NCEM staff to schedule and conduct training and mock or practice disasters no less once annually, so that partnering entities and County personnel with emergency responsibilities become well-familiar with their duties and functions as described in the CEMP. The County's **Executive Policy Group (EPG)**, when convened by the EMD in the face of a local emergency, helps to establish the incident response's operational objectives. The EPG must concur, by recorded vote, that the proposed plan of action is based upon the collective wisdom of the community leadership. The EPG must also declare that they support the decision to authorize NCEM to address the emergency management needs of community, up to and including the declaration of a Local State of Emergency (LSE), the process of which is detailed later in this plan. The **eleven-person** EPG is comprised of the:

- *Nassau County Manager (representing the BOCC)*
- *City Manager of Fernandina Beach,*
- *Mayor of the City of Fernandina Beach,*
- *Town Manager of Callahan*
- *Mayor of the Town of Callahan,*
- *Town Manager of Hilliard,*
- *Mayor of the Town of Hilliard,*
- *Nassau County Sheriff,*
- *Nassau County Fire Rescue Chief,*
- *Public Health/Medical Officer for Nassau County,*
- *Nassau County School Board Superintendent*

PURPOSE

Nassau's "Base" CEMP establishes the framework for an effective system of comprehensive emergency management within the jurisdiction for the purpose of:

- Reducing loss of life, injury, and property damage, resulting from natural or man-made emergencies or disaster;
- Preparing for prompt and efficient response and recovery activities to protect lives and property impacted by natural or man-made incidents;
- Responding to emergencies with the effective use of all relevant plans and resources deemed appropriate;
- Recovering from emergencies by providing for the rapid and orderly implementation of restoration and rehabilitation programs for persons and properties affected by disaster; and
- Promoting public awareness, recognition, education, prevention, and mitigation of emergencies that may otherwise be aggravated by insufficient planning or inadequate regulation of public and private facilities and land use.

The Base CEMP provides a base-line situational overview of the County and its population (e.g., geography, demographics, and local hazards) to create a common operating picture for all who read it. It details agency, departmental, and personal responsibilities for preparedness planning; describes the continued training, cooperative collaboration, and steps taken toward continuity of mission-essential operations during emergency operations; and outlines the incident management organizational structure, coordination of resources, and documentation required for effective disaster response. The Base CEMP framework is complemented by functional, hazard-specific, and position-specific guidance documents which detail agency and resource coordination that cross-cuts all emergency response (e.g., logistics and resource management, public information and warning) as well as the considerations and actions required for special circumstances or conditions, and the expectations for individuals filling roles in the incident management organization.

AUTHORITIES AND REFERENCES

The requirement and authority to maintain a local emergency management agency is established in Florida Statutes. The extent and limits of local government's emergency authorities, and conditions under which those authorities become effective are described in federal, state, and local laws, statutes, rules, and ordinances. Although not all-inclusive, the following are relevant to emergency management in Nassau County:

- **The Florida Constitution Section 6, Article II**, empowers the State Legislature to provide prompt and temporary succession to the powers and duties of all public offices

- **Florida Executive Order of the Governor #80-29 (Disaster Preparedness)** – requiring each jurisdiction to plan for and take measures to protect against all-hazards, and maintain a state of readiness for continuity of essential operations in any situation.
- **Florida Statutes, Chapters 14 and 252** –authorizing emergency powers to the Governor to maintain peace, tranquility, and good order in the State; assume direct operational control over any part of emergency management functions within the State or delegate those powers; and to obligate and direct resources of state and local agencies to cope with disaster
- **Florida Statutes, Chapter 252, Part I** – requiring a local emergency management entity; describing emergency management powers, preparedness planning, and mitigation; providing for emergency response, public information and warning, emergency sheltering of the public and their pets, monitoring of nursing homes and assisted living facilities, emergency prescription medication refills, emergency support forces, mutual aid agreements, finance, compensation, liability, and post-disaster relief assistance.
- **Florida Statutes, Chapter 252, Part II** – outlining emergency planning powers and duties, the community right-to-know act, reporting requirements, and tort liability
- **Florida Statutes, Chapter 252, Part III** – describing the emergency management assistance compact (EMAC) state-to-state mutual aid and cooperation, limitations, liability, compensation, reimbursement, and evacuation
- **Florida Statutes, Chapter 252, Part IV** – requiring risk management planning and prevention of the accidental release of hazardous materials, inspections, liability, and enforcement
- **Florida Statutes, Chapter 252, section 252.35** – (Emergency Management Powers) adopting standard criteria and compliance requirements for the State and County Comprehensive Emergency Management Plans
- **Florida Statutes, Chapter 252, section 252.38** – (Local State of Emergency) must be declared by a mayor, city manager, or board of county commissioners. If an emergency is declared by the Governor, each political subdivision shall have the power and authority:
 - To take whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
 - To appropriate and expend funds; make contracts; obtain and distribute equipment, materials and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to survivors of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the state and federal emergency management agencies.

- To establish, as necessary, a primary and secondary emergency operations center to provide continuity of government, and direction and control of emergency operations.
- To assign or make available employees, property and equipment relating to their county agencies and departments for emergency operation purposes.
- To request state assistance or invoke emergency-related mutual aid assistance by declaring a local state of emergency. The duration of each local state of emergency is limited to 7 days and may be extended as necessary in 7-day increments.
- To waive rules and regulations in the performance of public work, entering into contracts, incurring obligations, employment of permanent and temporary workers, utilization of volunteer workers, acquisition and distribution of supplies, material, and facilities.
- **Florida Statutes, Chapter 943, section 943.03101** – describing counter-terrorism coordination between Emergency Management and Law Enforcement in accordance with the State CEMP
- **Florida Statutes, Chapter 943, section 943.0312** – establishing Regional Domestic Security Task Forces (RDSTF) to implement a statewide strategy to address prevention, preparation, protection, response, and recovery efforts by federal, state, and local Law Enforcement, Emergency management, Fire & Rescue, Public Health, and others in dealing with potential or actual terrorist acts
- **Florida Statutes, Chapter 456, section 456.38** – establishing a practitioner registry for disasters and emergencies
- **Florida Statutes, Chapter 401, section 401.273** – establishing a paramedic and emergency medical technician registry for disasters and emergencies
- **Florida Statutes, Chapter 381, section 381.0303** – providing for the operation of special needs shelters and maintenance of a statewide special needs registry as well as designated shelter areas for persons with dementia; making the Department of Health the lead agency for recruitment of providers, medical staffing, and operational coordination of special needs shelters
- **Florida Statutes, Chapter 400, section 400.492** – requiring continuity of provision of health care services by home health agencies during emergencies
- **Florida Statutes, Chapter 110, sections 501-504** – covering the status and recognition of volunteers; defining regular-service volunteers, occasional-service volunteers, and material donors who assist in agency-administered programs; describing responsibilities of departments to develop meaningful volunteer opportunities and ensure volunteers are screened, understand their responsibilities, and are appropriately trained for their

duties; and providing for coverage by state liability protection (Chapter 768, FS) and workers' compensation (Chapter 400, FS)

- **Florida Statutes, Chapter 768** – addressing torts, pertaining to liability and negligence, including the Florida Volunteer Protection Act and Good Samaritan Act
- **Florida Administrative Code, Rule 27P-6** – requiring a County Capabilities Assessment and written Comprehensive Emergency Management Plan (CEMP), developed in accordance with criteria in CEMP-001 and CEMP-002, be reviewed for compliance by FDEM at a minimum of every four years
- **Florida Administrative Code, Rule 59A** – requiring minimum standards for all health care facilities (i.e. hospitals, nursing homes, assisted living facilities) and written emergency management plans to be reviewed for compliance annually by the local emergency management authority. (*Beginning 1 January 2018, costs incurred for annual regulatory reviews of these comprehensive healthcare emergency plans by the NCEM planning professionals shall be borne by the individual facilities rather than by the County, as provided for in Florida Administrative Code, Rule 27P-20.*)
- **Florida Administrative Code, Rule 59A-26** – describing minimum standards for disaster preparedness for intermittent care facilities for the developmentally disabled

Additionally, **Title 44, Chapter 1, Part 201 of the Code of Federal Regulations**, and these Federal Laws and Directives apply to all emergency management programs:

- **Homeland Security Presidential Directive 5** – Establishing a comprehensive National Incident Management System (NIMS)
- **Presidential Policy Directive 8** – Establishing National Preparedness Goals, Strengthening Security and Resilience; including the National Preparedness Goal's five mission areas (Prevention, Protection, Mitigation, Response, and Recovery) and 32 Core Capabilities <https://www.fema.gov/core-capabilities>
- **Robert T. Stafford Disaster Relief and Emergency Assistance Act**, as amended by the *Disaster Mitigation Act of 2000*.
- **Sandy Recovery Improvement Act (SRIA)** of 2013.
- Assistant Secretary for Preparedness and Response's (ASPR) **2017-2022 Health Care Preparedness and Response Capabilities**
- **Code of Federal Regulations (CFR) Part 200** – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

SCOPE

Nassau County recognizes that ***all disasters are local*** and irrespective of a Local State of Emergency (LSE) being declared by the BOCC, places the health and safety of responders and the public as the principal priority; the preservation and protection of infrastructure, the

environment, and personal property being second. The Base CEMP establishes the basic policies, assumptions, and strategies for a comprehensive **all-hazards, whole-community** emergency management and resilience program, a “tiered response” framework for coordination of resources and cooperation with private sector, volunteer, local, regional, state, and federal partners. It relies upon active stakeholder participation and implementation of the National Incident Management System (NIMS). It is applicable to minor, major, or catastrophic incidents as well as planned events. Any section of the CEMP may be used, in whole or in part, as needed to effectively respond to a situation. The promulgated CEMP governs the activities, duties, and functions of the Emergency Management Program and addresses:

- **Prevention and Protection** through a comprehensive assessment of community threats, resources, and vulnerabilities, establishing partnerships, planning, educating, training, and practicing, to prevent, protect from, or ensure readiness for potential hazards’ impacts (e.g., creating defensible space, flood-proofing, requiring ignition-resistant construction).
- **Response**, delineating government, volunteer, and private sector roles and responsibilities for incident stabilization, protection of life, property, and the environment, and initiation of short-term recovery actions.
- **Recovery**, through short- and long-term needs assessments, coordination among all levels of government, prioritization of operations and resource allocation, documenting public or individual assistance necessary to return the impacted area to a state of normalcy, and identification of mitigation measures that would reduce future impacts.
- **Mitigation**, minimizing hazard vulnerabilities and risks, reducing losses, and protecting life safety. Nassau’s State-approved *2016-2020 Local Mitigation Strategy* (FEMA-approved as of 9 February 2016; FEMA’s LMS approval expires 18 February 2021) focuses on mitigation policy, building codes, and structural improvements developed by a variety of public and private stakeholders making up the local LMS Task Force, which is chaired by the NCEM Mitigation Coordinator.

THE EMERGENCY MANAGEMENT PROGRAM ADVISORY COUNCIL

With the adoption and promulgation of the CEMP, there is created an *Emergency Management, Homeland Security, and Disaster Preparedness Advisory Council* (hereafter referred to as the “**Advisory Council**”) which shall consist of a permanent cadre of **23 voting** members (representing government and public safety, health, and welfare), including the **two Co-Chair positions** filled by the *NCSO EM Director* and the *County Manager*. The 21 additional member-entities shall delegate one regular member (and alternate) to conduct business on their behalf:

- *City of Fernandina Beach (CoFB) Manager’s Office,*
- *Town of Callahan Manager’s Office,*
- *Town of Hilliard Manager’s Office,*
- *CoFB Building Official/Flood Plain Management,*
- *CoFB Fire Department,*
- *CoFB Police Department,*
- *CoFB Storm Water Management,*
- *County Animal Care and Control Services,*
- *County Building Official/Flood Plain Management,*
- *County Clerk’s Office,*
- *County Facilities Department*
- *County Fire Rescue Department,*
- *County Planning & Economic Opportunity Department*
- *County Property Appraiser’s Office,*
- *County Public Health/Medical Officer,*
- *County Road & Bridge Department,*
- *County School Board*
- *County Supervisor of Elections’ Office,*
- *County Tax Collector’s Office,*
- *County Economic Development Board or Tourist Development Council, and*
- *Volunteer Organizations Active in Disaster (VOAD) Representative*

The *County Attorney, Baptist Medical Center Nassau CEO, FDEM Regional Coordinator,* and representatives from each electric, water, and wastewater utility serving the jurisdiction are considered **advisory/non-voting** members and are asked to contribute their subject-matter expertise. Additional **non-voting stakeholder representatives** from civic, business, faith-based, military, veteran, or other groups may be appointed by the Chair or Co-Chair. Advisory Council members and external subject matter experts may be organized by the Chair or Co-Chair into *ad hoc* working-groups to accomplish specific tasks related to the Emergency Management Program. The Advisory Council shall be responsible for contributions to county-wide **risk assessments, strategic and operational plans, post-disaster recovery plans** and identification of potential **Public Assistance** applicants, and **mitigation plans** for hazard vulnerabilities.

The Advisory Council shall convene (in person, by telephonic conference call, or via web/video-conference) **no less than four times per year**, preferably quarterly, to conduct necessary

business (e.g., developing and updating emergency management’s strategic, tactical, training, and exercise plans). One of these meetings is devoted to the required annual update of the long-term ***Emergency Management Program Strategic Plan***, which includes a program performance review, community needs assessment, re-visioning, and validation of, or development of new, strategic action plan goals with measurable objectives. A simple majority of the Advisory Council’s 23 voting members shall constitute a quorum. Additional meetings of the Advisory Council or ad hoc working groups may occur at the call of either Co-Chair.

To ensure the Advisory Council’s continued ability to conduct business, each member entity shall appoint one primary Member and at least one Alternate to each serve a **two-year term**. While there is no limit to the number of successive terms one may serve, each individual must participate in a formal re-appointment process every two years. The agency or department head should provide a signed appointment letter to the individual and submit a copy to the Advisory Council’s Chair and Co-Chair.

Members and Alternates must have delegated authority to make decisions and agreements, and commit resources on behalf of their organization – the responsibility to actively participate on the NCEM Program’s Advisory Council should be part of these individuals’ job descriptions. Members and Alternates will not be compensated for the performance of their Advisory Council duties or their contributions to the EM Program.

Nassau County recognizes that strong and inclusive governance systems better ensure that disparate funding streams are coordinated and leveraged for maximum impact. To that end, ***Strengthening Governance Integration*** shall be a standing topic for discussion on the Advisory Council’s meeting agendas to help identify critical needs and facilitate collaborative action plans to improve preparedness, mitigation, response, and recovery capabilities.

No later than **March 30th** of each year NCEM, with the assistance of the Advisory Council, shall publish an **Annual Report** outlining emergency management activities and accomplishments which occurred, impacted, or benefited the local government or the citizens of Nassau County during the preceding calendar year. At a minimum this report shall be distributed to the BOCC and any others as determined by either the County Manager or EMD.

PLANNING METHODOLOGY, PLAN HIERARCHY, AND PLAN MAINTENANCE

As described previously, the Advisory Council shall assist NCEM with its responsibility for developing and sustaining the County's five-year **NCEM Strategic Plan** with evidence-based objectives, and will review and update the Strategic Plan annually. Utilizing information found in the biennial **Threat & Hazard Identification and Risk Analysis (THIRA)**, the Advisory Council shall perform a comprehensive review of the **CEMP** detailing the changes they deem necessary for a full update prior to the FDEM review for compliance with their CEMP-001 and CEMP-002 criteria, which takes place at least **every four years** per F.A.C. Rule 27P-6.006. The Nassau County EMD shall review these recommendations and report back to the Advisory Council with either concurrence or rationale for not incorporating any of the recommendations. Nassau County Emergency Management's professional preparedness planners are responsible for writing the updates into the CEMP with the direction provided by the EMD, who, following successful review by FDEM, recommends the revised version to the BOCC for adoption and promulgation.

The promulgated CEMP governs the activities, duties, and functions of the county-wide *Emergency Management Program*. To facilitate a "whole community" approach to the development and implementation of the Emergency Management Program and associated plans for the County and all municipalities within Nassau, the County Manager shall appoint for each County department; and the recognized head of each agency, authority, constitutional officer, and municipality agree to designate; an **Emergency Coordinating Officer (ECO)** who shall ensure their unit's compliance with preparedness planning, training, and exercising, and shall be responsible for preparation and periodic review/revision of their unit's emergency contingency plans and procedures (i.e. **Continuity of Operations Plans (COOP)** and **Continuity of Government (COG) Plans**) to ensure the preservation of vital records and continuation of mission-essential functions and critical services. These COOPs and COGs shall be consistent with and made part of the County's Emergency Management Plans. Additionally, the designated ECO shall represent their agency, assist NCEM with implementation strategies, and participate in "**ECO Working Group**" meetings to be held no less frequently than quarterly or as deemed necessary by the EMD.

The CEMP describes necessary prevention and preparedness actions, coordination and control of all-hazards response and recovery operations, as well as hazard-specific plans detailing particular functions and resources needed, and a framework for short- and long-term **Post-Disaster Recovery and Redevelopment**. The Advisory Council shall review the CEMP annually during its strategic planning meetings and may recommend updates concerning the plan's technical components to the EMD who may revise the document as needed without returning the entire plan to the BOCC for promulgation, and shall advise the BOCC of these changes. The Advisory Council shall also review and comment to the EMD at least biennially on all **mutual aid agreements** and **memoranda of understanding** proposed to implement the CEMP.

In addition to annually evaluating and updating the programmatic five-year Strategic Plan and CEMP, the EMD and Advisory Council shall request a presentation from the chair of the **Local**

Mitigation Strategy (LMS) Task Force, who will provide an overview of LMS, its strategy, accomplishments, projects, and any other information the chair feels is germane to the LMS. Mitigation strategies may change as infrastructure ages and development increases. While the local departments responsible for proposing and managing mitigation undertakings are project-specific, County, City, or Town commissioners are ultimately responsible as the fiduciary for infrastructure and capital improvement projects. Federal funding opportunities are announced periodically but local match for these grants is often cited as an obstacle to proactive hazard mitigation. The EMD and Advisory Council together shall **annually** review the LMS, and provide a joint written proposal to the BOCC and all other municipal commissions/boards/councils concerning new and continuing strategies (developed by the LMS Task Force) addressing hazards, risks, and ways to minimize potential impacts and losses. The CEMP and LMS will be integrated into and coordinated with the emergency plans and programs of the State and Federal governments, as well as those of surrounding jurisdictions.

The promulgated LMS and its included prioritized project list are considered “living documents” which may be updated by the LMS Task Force following hazardous incidents, when community vulnerabilities are identified, or as mitigation projects are proposed or completed; technical changes to the LMS are recorded on the document’s “record of changes” page. The LMS shall undergo a complete update by the LMS Task Force and compliance review by the Florida Division of Emergency Management (FDEM) and Federal Emergency Management Agency (FEMA) **every five years**, prior to being presented for formal adoption by the governing bodies of the county and municipal jurisdictions.

The CEMP and its supporting hazard-specific and operational resource-coordination plans have been developed to provide specific guidance for particular functions during a variety of emergency scenarios based upon the natural and man-made hazards which might threaten the county. These plan components can be combined as needed based upon the situation. **Figure 1** graphically depicts the hierarchy of strategic and operational plans and guidelines that guide Nassau County’s Emergency Management Program.

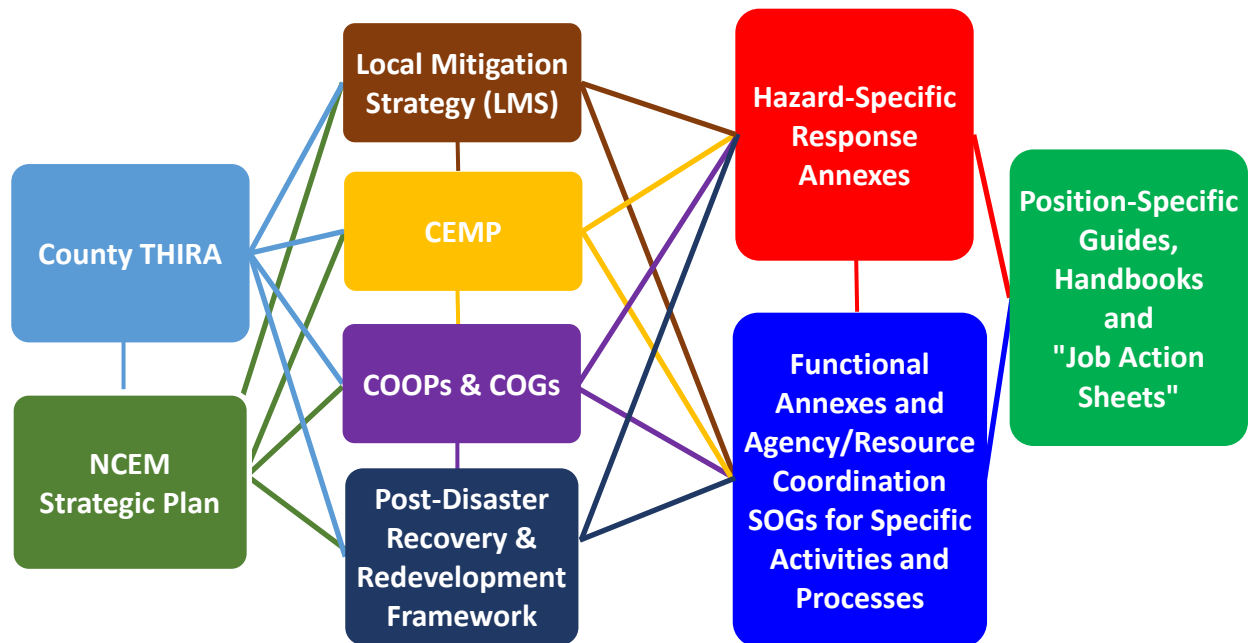


FIGURE 1 – PLAN HIERARCHY AND RELATIONSHIPS

“Base Plans” – (Strategic Plan, THIRA, CEMP, LMS, COOPs & COGs, PDRRF) approved and promulgated, these plans establish and authorize the County’s emergency management agency, institute a county-wide emergency management framework, and institute a comprehensive and cyclical program of disaster prevention, preparedness, mitigation, response, and recovery to ensure an all-hazards disaster-resilient community.

“Functional Annexes and Standard Operating Guidance” – These operational plans explain the coordination of assisting and cooperating agencies and resources, as well as cross-cutting processes, activities, and functions that typically take place at the EOC during wide-spread emergency activities and disaster response regardless of the hazard involved (e.g., public information, alerts and warnings):

- Crisis Information/Communication (Mass Notification Alerts, Public Info)
- Logistics (Resource Management, County Staging Area, Fuel)
- Active Assailant/Mass Casualty
 - Agency Response
 - Medical Surge and Alternate Sites of Care
 - Reunification
 - Mortuary Services
- Evacuation, Transportation, and Re-entry Management
- Mass Care
 - Emergency “Risk” Sheltering (Public, Pet-Friendly, Special Medical Needs)
 - Host Sheltering (NGO and Faith-based)
 - Transitional and Long-Term Housing
- Damage and Needs Assessment

- Search and Rescue Operations
- Bulk Distribution of Commodities
 - POD Operations (e.g., Food, Water, Tarps)
 - Medical Countermeasures (push/pull; open/closed; public/private)
- Debris Management (Debris Removal & Monitoring)
- Volunteer Reception Centers and Donations Management
- Long-term Critical Infrastructure/Utilities Interruption (Consequence Management)
- Multi-Year Training & Exercise Plan (MYTEP)

“Hazard-Specific Annexes” – Based upon the jurisdiction’s THIRA, these plans describe the unique challenges and activities that must be coordinated in response to special incidents (e.g., active assailant, severe weather, wildfire, hazardous materials, infectious disease outbreak) regardless of their source, intent, or critical infrastructure impacts:

- Active Assailant/Terrorism (WMD, CBERN)
- Tropical Cyclone
- Flood (from any origin)
- Tornado/Straight-line High Winds
- Wildfire
- Extreme Temperatures
- Hazardous Material Release
- Infectious Disease (human or animal)
- Mass Transportation Accident (roads, rail, or air)
- Civil Unrest or Mass Migration

“Position-Specific Guidance” – These “PSG” documents provide guidance and outline the skillsets and responsibilities of individuals performing the various operational, logistical, financial, and planning support functions within the Emergency Operations Center during a Level 2 or Level 1 activation.

- EOC Commander/Unified Command
- Public Information Officers
 - Citizen Information Call Center (CICC)
 - Joint Information Center (Media Releases, Social Media Monitoring, Rumor Control, External Affairs)
- Safety Officers
- Liaison Officers
- Planning Section Chief
 - Resource Unit (Check-in, Status Tracking)
 - Situation Unit (Displays, Reports)
 - Documentation Unit (All Official Incident Records)
 - Demobilization Unit (Accountability)
 - Technical Specialists (Intelligence, GIS Mapping, Forecasters, etc.)
- Logistics Section Chief

- Support Branch (Supplies, Fuel, Ground Support, Facilities, CSA)
- Services Branch (IT/Communications, Billeting, Food, Medical, Volunteers/Donations)
- Finance Section Chief
 - Time Unit
 - Cost Unit
 - Procurement/Contracts Unit
 - Compensation Claims Unit
- Operations Section Chief and subordinates
 - Public Safety Emergency Services: Public Health and Medical Care, Law Enforcement, Fire Suppression, Hazardous Materials (HazMat)/Environmental Protection, Search and Rescue, Evacuations
 - Human and Animal Services: Mass Care, Food/Water, Disease/Vector Control
 - Infrastructure: Transportation, Road and Bridge, Engineering, Solid Waste Management, Electricity, Water, Sewage, Gas, Fuel, Telephones, Information Technology Systems
 - Recovery: Damage Assessment, Unmet Needs, Household and Individual Assistance, Small Business/Corporate Assistance, Transitional and Long-Term Housing, Economic Stabilization, Tourism, Infrastructure Hazard Mitigation

To round-out the county's comprehensive Emergency Management Program, NCEM and the Advisory Council ensure alignment of the CEMP's base, coordination, and operational response components with the aforementioned **Strategic Plan** for the Emergency Management Program, local **THIRA** findings, the County's **LMS, Multi-Year Training and Exercise Plan (MYTEP)**, and **Post-Disaster Recovery and Redevelopment Framework (PDRRF)**. Plan components are developed per the Advisory Committee's direction, with input from public and private partners. NCEM's plans and educational outreach activities provide all-hazards preparedness guidance and assure the public of timely warnings and mass notifications when emergency protective measures are necessary. NCEM shall routinely exercise these warning, response, and recovery plans among stakeholders through inter-agency table-tops/drills/simulations, conduct after-action assessments, and develop prioritized corrective action plans. Fundamental to the County's PDRFF is mitigation of future hazards' impacts. The process ensures a continuous cycle of programmatic improvement and a jurisdiction-wide state of all-hazard readiness.

BASIC PLANNING ASSUMPTIONS

Nassau County has adopted the National Preparedness System's "Whole Community" approach to Emergency Preparedness Planning. When developing or revising plans, NCEM staff enlists input from a wide variety of stakeholders to ensure the needs of vulnerable populations throughout the county (e.g., impoverished, homeless, non-English-speaking, medically electric-dependent, or without transportation) are considered and addressed. Following a thorough review of federal and state guidance, local ordinances, and after-action reports from exercises and real-world events, the Advisory Council, planners, and subject matter experts shall convene to develop strategic plans for the Emergency Management Program, and comprehensive plans for local disaster preparedness and response. Each phase of the preparedness improvement process (**Figure 2**) is based upon establishing, building, and sustaining local core capabilities.



FIGURE 2 – EMERGENCY PREPAREDNESS PLANNING PHASES

Following are the assumptions upon which Nassau's Emergency Management Program and associated preparedness, response, recovery, and mitigation planning activities are based.

PLANNING EXPECTATIONS

- **All Disasters Are Local!**
- Effective Emergency Management Programs require "whole community" engagement and an "all-hazards" approach; NCEM planners are trained in different specialties and

assigned accordingly to coordinate and assist specific workgroups and ensure program milestones are met.

- As the over-arching document which establishes and guides the County's ongoing Emergency Management Program, the CEMP is always "in effect".
- The cycle of building capabilities and enhancing resilience through training, exercises, evaluations, and evidence-based improvements shall be implemented county-wide.
- Local public and private entities will contribute resources (i.e. personnel, facilities, equipment, and supplies) and participate in disaster preparedness planning, training, and exercises, for the good of the whole community.
- Nassau County's location on the northeast coast of Florida makes it vulnerable to certain climate- and weather-related hazards; man-made hazards, accidental or intentional, can happen in any jurisdiction.
- Potential impacts of identified hazards will be reassessed annually and documented in the THIRA; and to the extent local resources are able, vulnerabilities will be mitigated as outlined in the approved LMS.
- At a minimum the CEMP and LMS shall be thoroughly reviewed, updated, and brought before the BOCC by the EMD for promulgation every four and five years respectively, as outlined in Florida Administrative Code. Hazard-specific plans, resource coordination plans, and position-specific guides which supplement the CEMP are considered "living documents" and may be updated as best practices are identified or "lessons learned", with the approval of the EMD.
- For all time periods immediately before, during, and a period of time after locally declared disasters, all county government employees shall be considered *mission-essential personnel*. Those identified to be responsible for specific disaster-related assignments shall have completed at least the basic introductory NIMS ICS courses (i.e. IS-100, IS-200, and IS-700), and have or will complete G-300/400, necessary position-specific training, and participate in associated drills/exercises. The Advisory Council and County leadership will identify and make available as needed, arranged, and agreed upon, personnel who shall support local emergency response training and exercises, as well as make themselves available before an event or disaster to the extent it is known a potential incident or disaster is approaching (i.e. a weather event or hurricane), during actual disaster response efforts (i.e. to assist with EOC operations, shelter operations, or other field operations), and short-term recovery operations based upon their assigned incident management role.
- To augment essential personnel and increase preparedness, response, and recovery capacities, NCEM has established ongoing relationships with major VOAD groups.
- To maintain a robust cadre of EOC-affiliated volunteers, NCEM has implemented an outreach program of Citizens Emergency Response training for adults and teens, as well

as a flagship Youth Emergency Team (YET) program in cooperation with the County Extension Office's 4-H organization.

- All Volunteers who might be activated in a disaster, such as Amateur Radio Emergency Services (ARES) members, are expected to have completed the same basic background screening and NIMS training as paid employees. To ensure familiarity with EOC operations, meaningful opportunities for involvement with day-to-day operations are provided, (e.g., ARES members serve as daily County Watch Officers in the EOC)
- All county government entities shall develop Continuity of Government (COG) Plans, train their personnel, and routinely exercise the COG so that they are prepared to conduct provide essential services during or soon after a local disaster.
- Key Partners and Stakeholders (e.g., health care facilities) have developed and routinely exercise contingency plans, or Continuity of Operations Plans (COOPs), so that they are prepared to provide essential services soon after a local disaster.
- The BOCC and the public rely upon NCEM for timely information and advice pertaining to disaster preparedness, emergency incident response, and large-event contingency operations.
- The county hosts several large-scale events throughout the year (e.g., Isle of Eight Flags Shrimp Festival, Northeast Florida Fair, Amelia Island Concours d'Elegance, and Amelia Island Vintage Gran Prix) which require contingency planning and ALL such events shall utilize NIMS principles in the development of written and well-coordinated pre-event Incident Action Plans (IAPs).
- The nature of an incident/disaster will determine which components of the CEMP (e.g., hazard-specific plans, resource coordination plans) are implemented.
- Disaster response operations will be detailed an IAP; overall objectives will always be to:
 - Keep responders safe,
 - Conduct activities to protect and preserve life, health, infrastructure, and property,
 - Assess incident impacts/damage and community needs,
 - Initiate appropriate post-disaster recovery efforts during the continued response phase, and
 - Transition long-term recovery and redevelopment efforts to the various levels of County leadership under the direction of the BOCC, the various commissions/boards/councils representing the municipalities, and the constitutional officers for operational and legal implementation.

RESPONSE AND RECOVERY EXPECTATIONS

- Following the National Response Framework (NRF) principle of "tiered response," emergency or disaster responses and initial recovery must be managed at the lowest possible jurisdictional level and supported by additional capabilities when needed.

- The term “response” in this framework includes the execution of emergency plans and actions to save lives, protect property and the environment, stabilize communities, and meet basic human needs to support short-term recovery.
- Response objectives will be SMART (Specific, Measurable, Attainable, Relevant, and Time-specific); Tactics will be developed to meet the Objectives
- Local public and private entities will contribute resources (i.e. personnel, facilities, equipment, and supplies) to large-scale disaster response and short-term recovery operations for the good of the whole community.
- By definition, disasters are likely to exhaust local resources. In the event local response capacity or capabilities are exceeded, requests for external support will follow NIMS chain-of-command and established procedures for obtaining additional resources via inter-local mutual aid, local contracts, or the State EOC. *For detailed resource request procedures, see the Logistics and Resource Management Annex.*
- Nassau County EOC will be the “Command and Coordination Center” for disaster operations and resource coordination, and will function according to NIMS Center Management System (CMS) principles: serving as the situational information clearing-house; issuing public information and warnings; providing operational direction, projections, planning, and logistical support; requesting, allocating, and tracking resources; reviewing, monitoring, and documenting expenditures.
- As an incident changes in size, scope, and complexity the response will adjust and adapt to meet those requirements; Incident Action Plans will reflect those changes.
- During disaster response, a **Joint Information System (JIS)** is implemented and a **Joint Information Center (JIC)** may be established; all governmental entities and key private stakeholders will dedicate a trained individual to support the JIS; to ensure consistent unified messaging, a primary Public Information Officer (PIO) will be identified as the incident spokesperson.
- If the situation requires emergency public sheltering for at-risk populations, pre-identified Nassau County School District facilities, staff, and food supplies will be utilized for their mass care; evacuees who cannot return home following a disaster will be transitioned as soon as practical, with the help of Non-Governmental Organizations (NGOs) such as the American Red Cross and Salvation Army, Faith-based and charitable organizations, and governmental programs like the federal post-disaster Transitional Shelter Assistance (TSA) Program into temporary, short- or long-term shelter facilities.
- Post-disaster impact/damage assessments will be conducted and compiled by local subject matter experts (e.g., personnel from Road & Bridge, Code Enforcement, the Building Official, and Property Appraiser’s offices), coordinated through the EOC
- Initial recovery actions will begin while response operations are in progress.

- Under the leadership of the County Manager, in the role of *Disaster Recovery & Redevelopment Coordinator*, long-term recovery and redevelopment activities will be guided by current circumstances, the incident's impacts, and the County's PDRRF.
- In keeping with the National Disaster Recovery Framework (NDRF), the *Disaster Recovery & Redevelopment Coordinator* shall coordinate County recovery and redevelopment efforts with leadership of each municipality, as well as the Federal and State Joint Field Offices, if established.
- The County's Office of Management and Budget (OMB) and the analogous offices of the municipalities shall be responsible for meeting the Public Assistance Program's requirements, including accounting procedures, grant and sub-contract management, and document maintenance.

COUNTY-WIDE OVERVIEW AND PLANNING CONSIDERATIONS

County demographics, economic profile, and hazard vulnerabilities are detailed in the promulgated *2016-2020 Local Mitigation Strategy*; they are summarized here for convenience.

Using data extrapolated from the 2010 Census, Nassau's population is estimated to be approaching 80,000. The largest employment sectors in the County are education and local government; hospitality, health care, manufacturing, and retail also provide a significant number of jobs. According to Data USA (<https://datausa.io/profile/geo/nassau-county-fl/>) the median property value in the jurisdiction is \$192,600. Based upon the County Property Appraiser's "Just Value" as of 2016, the Florida Housing Data Clearing House managed by the University of Florida (<http://flhousingdata.shimberg.ufl.edu>) estimated the Single Family Home just value average in Nassau at \$229,236; average Condominium just value at \$305,679; and average Mobile Home just value at \$56,956. Per capita income for Nassau is near \$32,000; median income is \$59,200 with approximately 12.5% of the population living in poverty. As of 2018, the NE FL Homeless Coalition estimates 100 homeless or transient individuals reside in the County at any given time.

The County's **726 square miles** (650 sq. mi. of land area, 76 sq. mi. of inland waters) average 113 persons each, but that number is deceiving since population is concentrated (i.e. higher density) primarily east of I-95. Two small rural communities are located west of the I-95 corridor: the **Town of Callahan** in the southwest and the **Town of Hilliard** in the northwest. The third, **City of Fernandina Beach**, is located at the north end of Amelia Island and attracts more than 500,000 tourists and seasonal residents each year according to the Nassau County Economic Development Board. In addition to the private residences both in the city and unincorporated area of Amelia Island, the following significant entities are located on the environmentally sensitive barrier island:

- The Port of Fernandina,
- West-Rock's and Rayonier's pulp mills,
- A municipal airport,
- Baptist Medical Center-Nassau, the county's only hospital (52-beds),
- Assisted living facilities and the Council on Aging
- Municipal water treatment and public utilities facilities,
- High-end beach resorts (i.e. The Ritz-Carlton and Omni Amelia Island Plantation),
- Ft. Clinch and several other National Historic Sites (i.e. Amelia Island Lighthouse, American Beach Historic District, Fernandina Beach Historic District, the historic Nassau County Jail and Museum of History)
- Recreational facilities (e.g., golf courses, kayaking, charter fishing, hiking and birding trails, Amelia Island State Park)

Current and projected population, current zoning and future land use designations are depicted on the following pages in **Figures 3 and 4**.

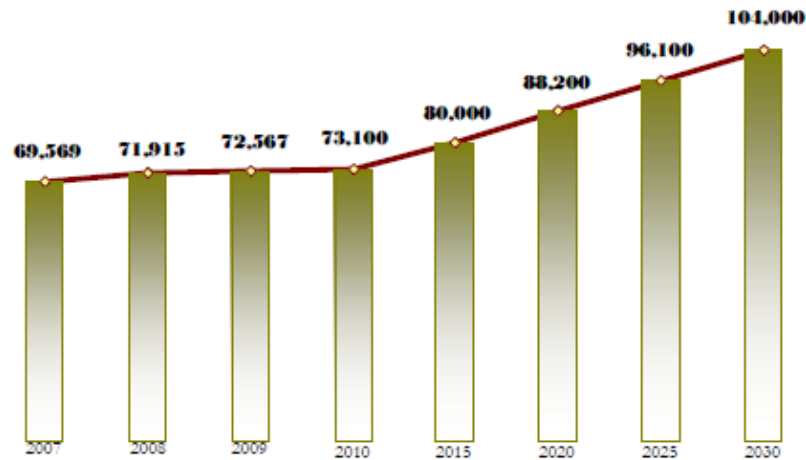


Table 1 Permanent Population Estimates & Projections, 2010-2030

	2010	2015	2020	2025	2030
Total Population	73,100	80,000	88,200	96,100	104,000
Callahan	1,197	1,388	1,682	1,970	2,258
Fernandina Beach	12,212	12,609	13,037	13,523	14,010
Hilliard	2,953	3,057	3,207	3,333	3,459
Unincorporated Area	56,738	62,946	70,274	77,314	84,273

FIGURE 3 – POPULATION ESTIMATES FROM NASSAU’S COMPREHENSIVE PLAN 2010-2030

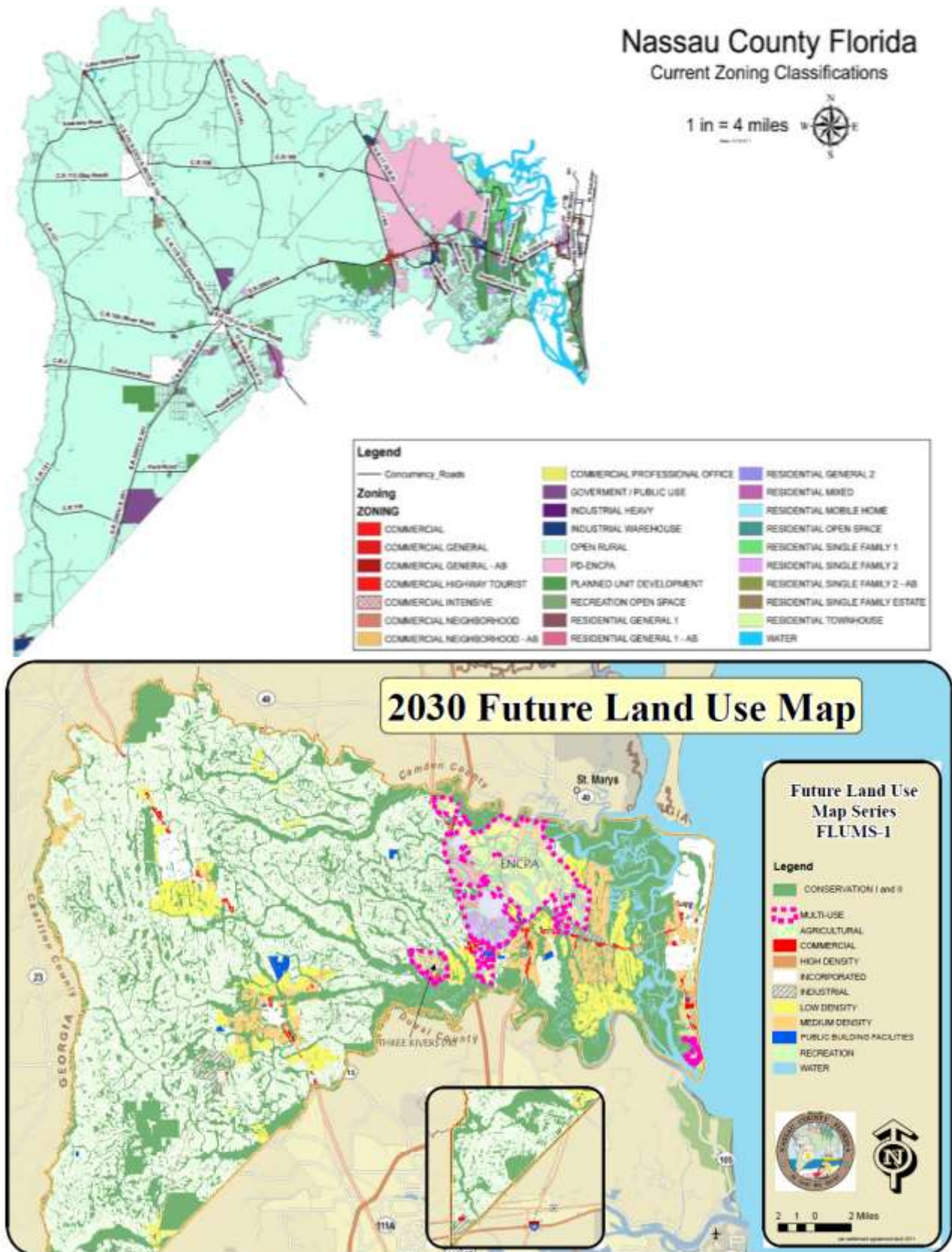


FIGURE 4 – CURRENT AND PROJECTED LAND USE IN NASSAU COUNTY

Nassau County's location and geography are unique (see **Figure 5**). The St. Mary's River separates Florida from Georgia and creates a natural border for the north and northwest sides of the county. The 500 ft. wide and 51 ft. deep St. Mary's Inlet has been stabilized and maintained by jetties and dredging operations since the late 1800's. Its current channel depth and width are 51 and 500 feet respectively. The relatively shallow Nassau Sound/River forms the southern border of the county, separating Nassau from Duval. Most of the County's population resides at less than 30 feet above sea-level and in close proximity to a body of water.

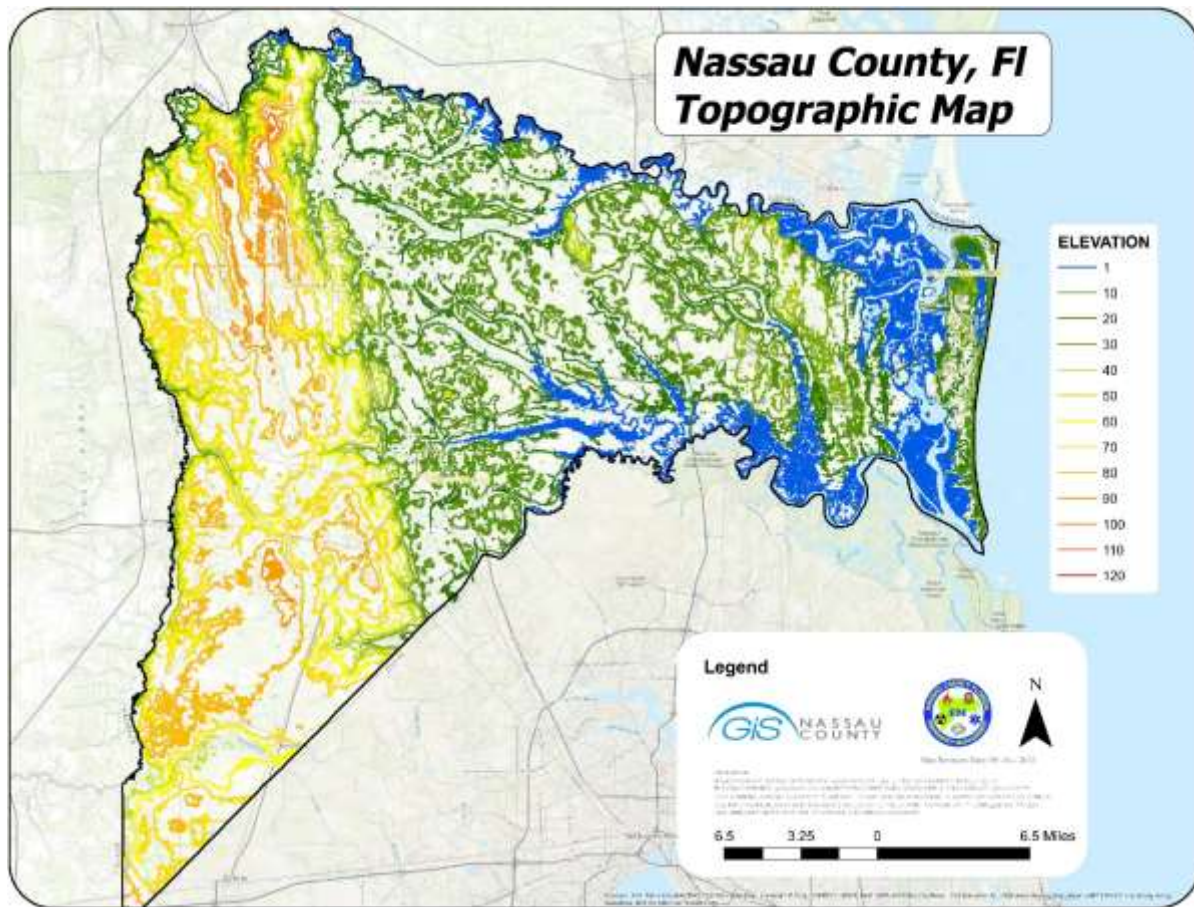


FIGURE 5 – TOPOGRAPHIC MAP OF NASSAU COUNTY

The median age of the population is 44 years, with 20% of the population <18 years old and 21% >62 years old. Many Nassau residents are seasonal; fewer than 2% are non-English-speaking. Only about 250 residences are distributed among the ten mobile home parks, but there are many pre-manufactured homes on private property in the rural inland areas. According to the 2012 Census of Agriculture, there are 700 farmworkers on 444 registered farms encompassing 39,335 acres, many being family “hobby” farms. The average farm size is 89 acres but that number is deceptive because 54% of the County's designated “farm acreage” is managed forest used for silviculture. The combined market value of crop and livestock sales averaged only \$14,739 per farm in 2012.

Nassau County is a major commerce “gateway” into the Florida peninsula for much of the country. It serves as an inter-modal transportation hub with multiple railways, interstates and federal highways, and state roads connecting with industrial sites, logistics and distribution centers, and the Port of Fernandina. Florida East Coast Railway, Norfolk Southern Corporation, CSX Transportation, and First Coast Railroad all carry a wide variety of freight through the county several times a day. A transportation study commissioned by the NE Florida Local Emergency Planning Council during 2018 showed a variety of hazardous materials (by placarded hazard classification) traversing the county’s primary north-south and east-west roadways each day. This commercial traffic combines with the high volume of highway tourist-traffic to increase the potential for major transportation incidents. Nassau’s complex network of ground and rail transportation lines, bridges, roads, and waterways is depicted in detail in the FDOT comprehensive General Highway Map of Nassau County Florida (**Figure 6**, next page). A large-format high-resolution version of this map is available on-line at http://www.fdot.gov/geospatial/geomap/nass_c.pdf.



Nassau County is subject to a variety of natural and man-made hazards. Like other coastal counties, the area is vulnerable to severe storms, tropical cyclones, storm surge, and flooding. Tornado, drought, and wildfire are also of concern; an EF-1 tornado impacted more than 40 homes on 4 August 2016 and wildfire scorched more than 700 acres and damaged multiple homes in March 2017. Mass transportation accidents, hazardous materials releases, poor air quality, extreme temperatures, and disease outbreaks can severely impact humans, animals, and the local healthcare system. Local population and infrastructure vulnerabilities, risks to critical facilities, and the relative probability and potential impacts of each hazard are evaluated annually and discussed in detail in both the THIRA and LMS. **Table 1** summarizes these results.

TABLE 1 – HAZARD PROBABILITIES MATRIX

<i>Expected Impacts Natural and Man- made, Intentional and Unintentional Hazards</i>	Severe Storm with Lightning and Hail	Tropical Cyclone	Flood (storm surge, riverine, tsunami)	Tornado, Straight- line High Winds	Extreme Temps / Drought	Wildfire	Infectious Disease Outbreak	Crash (Train, Plane, or Roadway MCI)	Hazardous Material Release	Active Assailant(s)	Civil Unrest	Planned Events and Mass Migration	Terrorism / WMD (CBERN)	Cyber-Tech Disturbance
<i>Soil/Sand/Dune Loss or Movement</i>	X	X	X											
<i>Evacuation & Public Sheltering</i>		X				X						X	X	
<i>Roadway Blockage</i>	X	X	X	X		X		X	X		X	X	X	
<i>Excessive Debris Clean-up</i>	X	X	X	X		X		X			X	X		
<i>Electricity/Power Disruption</i>	X	X		X	X								X	X
<i>Water Services Disruption</i>	X	X	X	X	X	X	X	X	X		X	X	X	X
<i>Sewer Services Disruption</i>	X	X	X	X	X	X		X	X		X	X		X
<i>Communication Services Disruption</i>	X	X	X	X	X	X		X			X		X	X
<i>Physical/Mental Health & Safety</i>	X	X	X	X	X	X	X	X	X	X	X	X	X	
<i>Medical Surge</i>				X			X	X	X	X	X	X	X	
<i>Business Closures, Economic Losses</i>	X	X	X	X	X	X	X	X	X		X		X	X
<i>Agricultural Damage/Losses</i>	X	X	X	X	X	X	X	X	X					
<i>Environmental Damage</i>	X	X	X	X	X	X	X	X	X		X	X	X	
<i>Historical or Cultural Losses</i>	X	X	X	X		X					X		X	

County land west of I-95 is part of Georgia's St. Mary's Watershed. The multitude of environmentally sensitive wetlands, floodplains, river basins, and marshes throughout the county are all subject to both areal and riverine flooding. Nassau County's location on the Atlantic seaboard, the concave shape of its shoreline, and the slope of the continental shelf offshore also make the jurisdiction uniquely vulnerable to storm surge inundation. Because of this, the National Flood Insurance Program (NFIP) has designated at least a third of the county (157,194 acres) as "Special Flood Hazard Area" (SFHA, **Figure 7**); as of the end of 2017 approximately 8160 structures have been built in the SFHA. In an effort to mitigate flood losses and increase participation in the NFIP, both unincorporated Nassau County and the City of Fernandina Beach participate in the NFIP's Community Rating System (CRS). Each jurisdiction has instituted ongoing programs in public education and policy improvement to enhance their CRS ratings and garner increased NFIP premium discounts for their citizens.

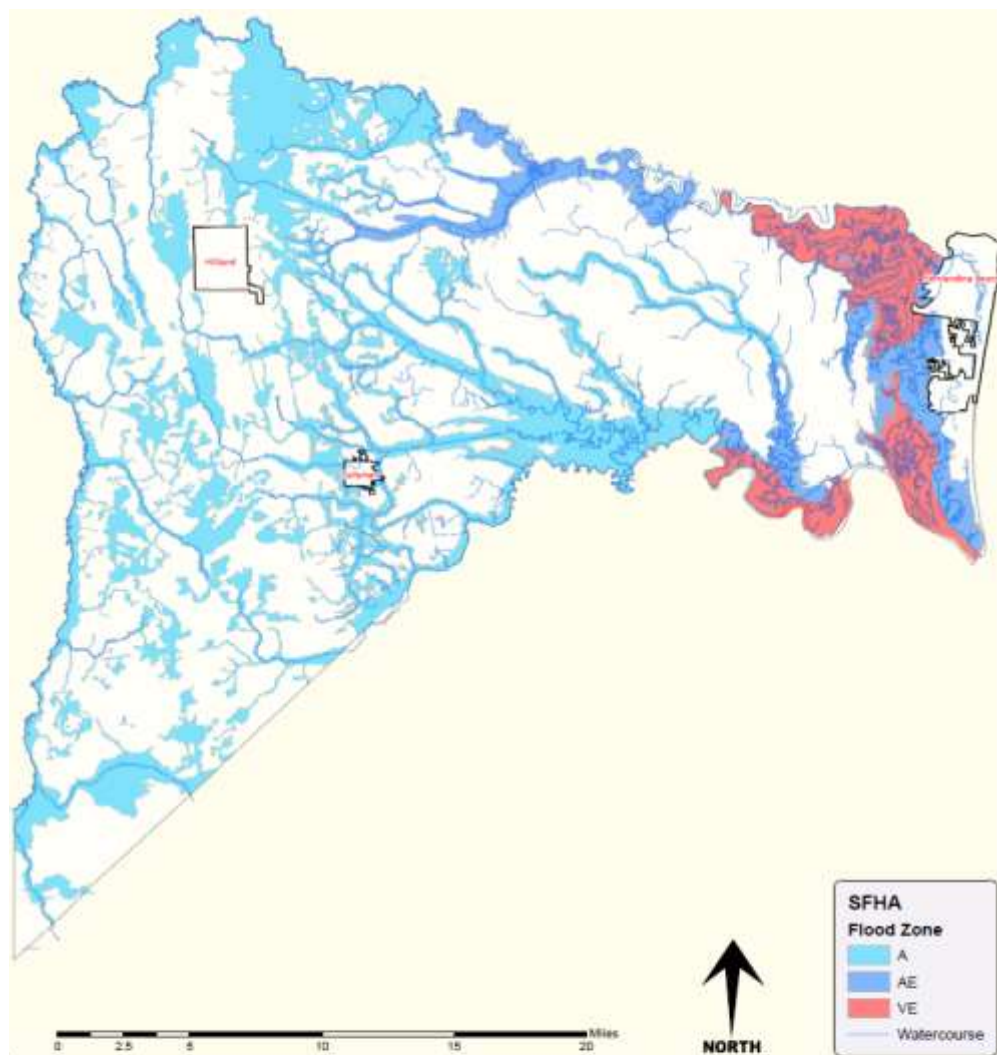


FIGURE 7 – SPECIAL FLOOD HAZARD AREAS THROUGHOUT UNINCORPORATED NASSAU

As of 1 June 2015, the NFIP reported 10,785 policies in force throughout Nassau County: 7,106 in unincorporated areas, 32 in the Town of Callahan, 11 in the Town of Hilliard, and 3,636 in the

City of Fernandina Beach. With so many residences built in areas prone to flooding, some have flooded frequently enough to be considered “repetitive flood loss” properties. Following a flood incident or any other hazard (e.g., tornado, wildfire), the County Building Official is responsible for analyzing damage assessments, identifying significantly damaged structures, and making “substantial damage determinations” for affected properties.

Nassau County’s designated Evacuation Zones and Routes have been developed using data collected from FDEM LiDAR data, FEMA NFIP data, and further modeled by the NE Florida Regional Planning Council, with consideration for topography, riverine floodplains, surge potential, special flood hazard areas, population densities, and roadway access for public services. A substantial portion of the population and many of the county’s critical facilities are located in evacuation zones. For instance, the County’s only hospital and municipal airport, several law enforcement and fire rescue stations, power substations, and water treatment facilities servicing the county and municipalities are located in *Evacuation Zone A* (see **Figure 8**).

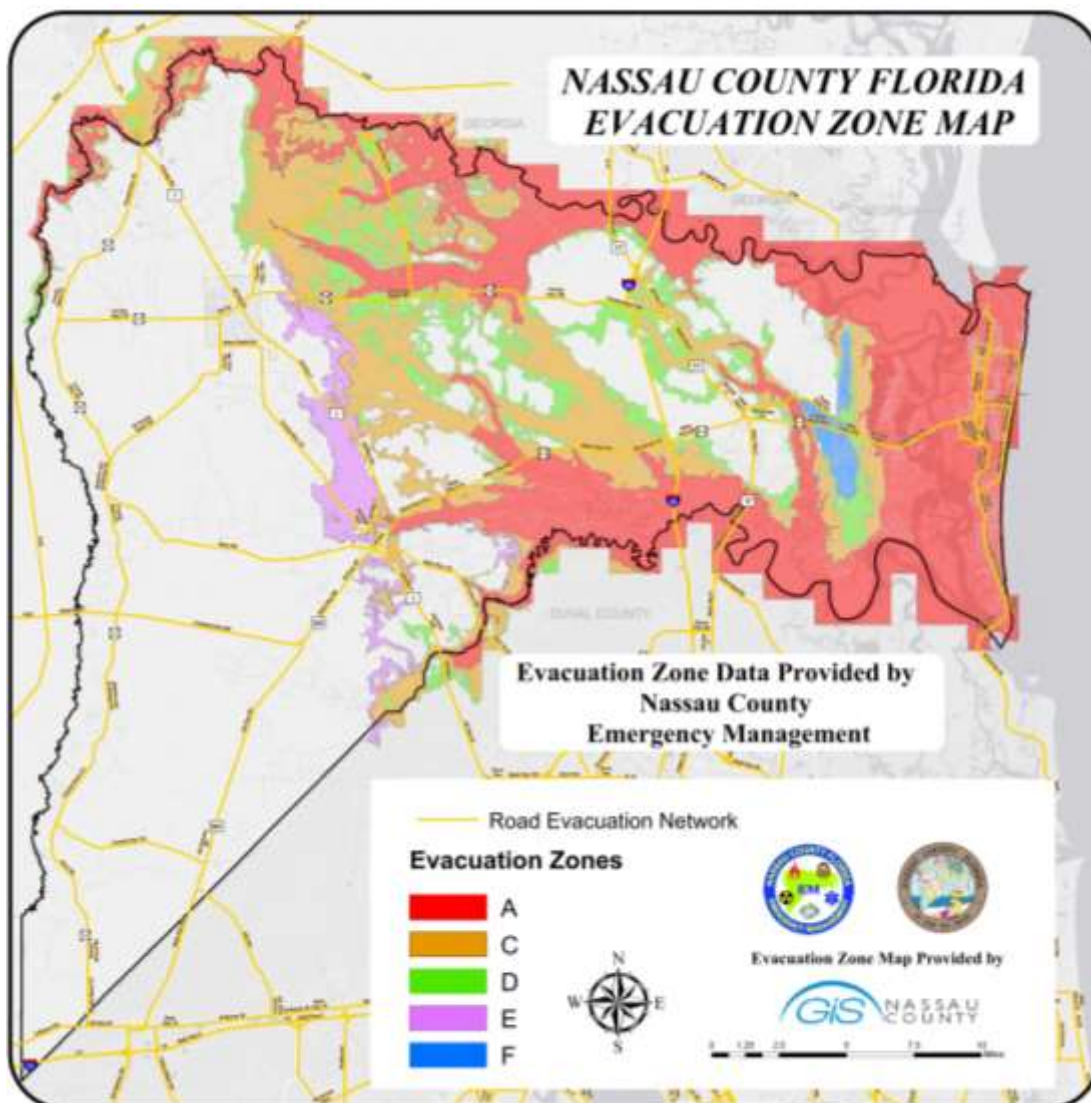


FIGURE 8 – NASSAU COUNTY EVACUATION ZONES AND ROUTES

CONCEPT OF OPERATIONS FOR EOC ACTIVATIONS AND DECLARATIONS OF A LOCAL STATE OF EMERGENCY

Nassau County's Emergency Operations Center (EOC) is the facility that houses Emergency Management staff and is the jurisdiction's primary location for coordination of disaster response and initial recovery operations. The EOC, located at **77150 Citizens Circle**, is part of the *Nassau County Public Safety Complex* within the Robert M. Foster Justice Center in Yulee.

There are three recognized levels of activation for Emergency Management and the Nassau County EOC:

- Level 3**, maintaining situational awareness and operational readiness, is the normal “blue-skies” day-to-day steady-state activation status for the EOC. Overseen by the Emergency Management Director (EMD), the NCEM personnel (i.e. coordinators, planners, watch officers, etc.) are responsible for routine operational duties which include but are not limited to serving as the County Warning Point, monitoring local, state, national, and international news and conditions; performing threat and risk assessments, all-hazards disaster preparedness planning, coordination, training, and exercising; budget and grant management; public education and outreach; as well as mitigation, response, and short-term recovery operations planning. For instance, the Senior EM Planner consults with stakeholders and subject matter experts, writes preparedness and response plans, and manages the County Emergency Management Program's accreditation efforts; the Training and Exercise Planner organizes and ensures execution of county-wide NIMS training, multi-agency exercises, disaster response capabilities improvement, and continuity of operations; the Mitigation Coordinator assesses local threats and risks, chairs the LMS Task Force, and ensures local emergency preparedness plan compliance among local nursing homes and assisted living facilities, and businesses with Tier 2 hazardous materials; while the Volunteer Coordinator works to improve community awareness, preparedness, and resilience. NCEM staff members work as a team and are all direct reports to the EMD, as depicted in **Figure 9**. The EMD and staff comprise a functional unit of the Nassau County Sheriff's Office, as diagrammed in Nassau County's organizational chart, provided as **Figure 10**.

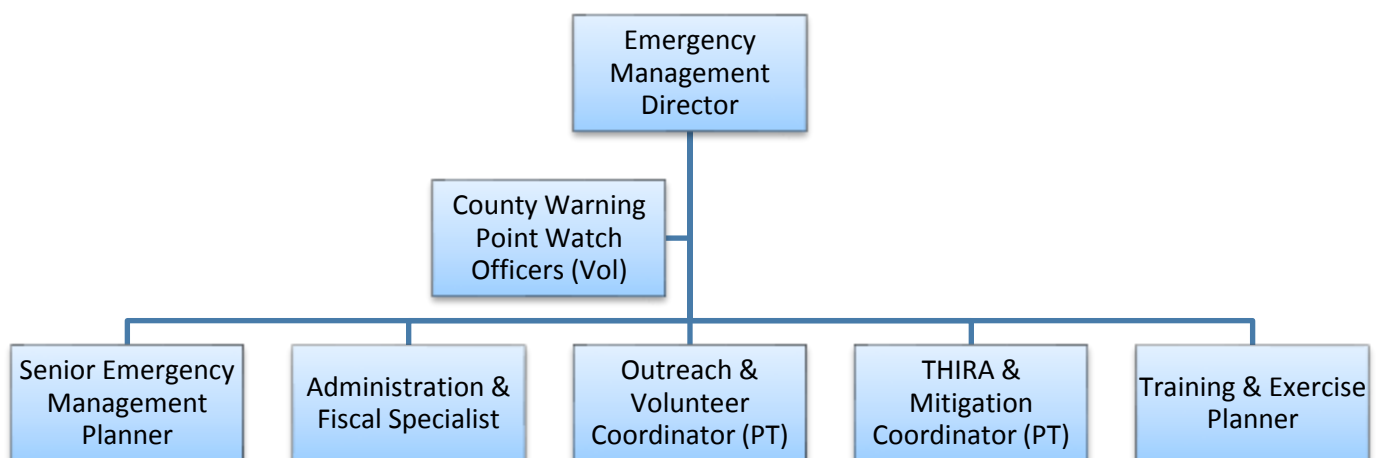
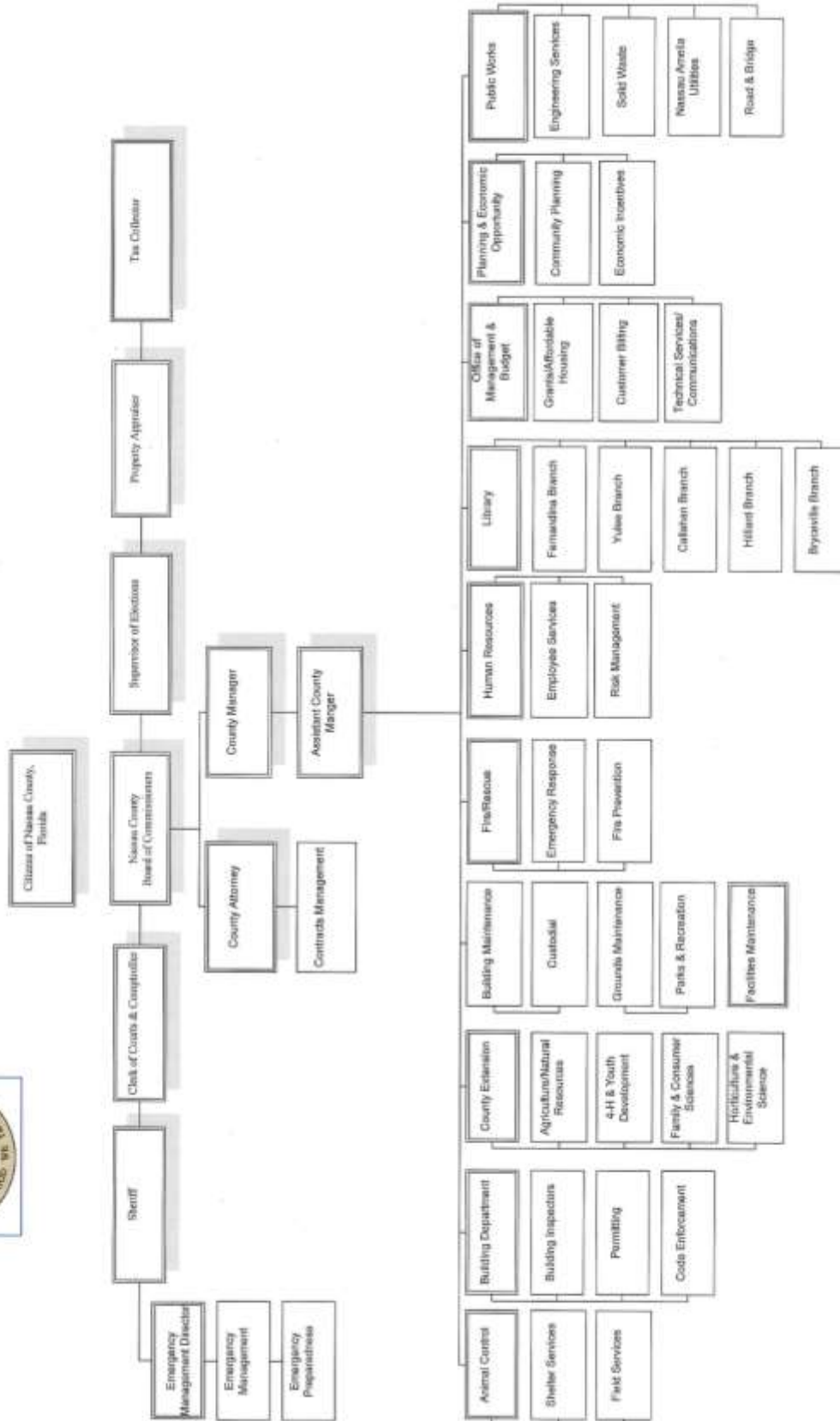


FIGURE 9 – NCEM “BLUE SKIES” ORGANIZATIONAL STRUCTURE – APRIL 2018



Nassau County, Florida - Organizational Chart

April 2018

FIGURE 10 – NASSAU COUNTY GOVERNMENT “BLUE SKIES” ORGANIZATION

Level 2 is a heightened activation level in response to a looming threat or developing incident of concern which could adversely impact the jurisdiction necessitating advance planning and preparedness, or a prudent activation of personnel in response to a local incident. High-profile events (planned or unplanned), incidents which do not require the full complement of emergency support functions (e.g. civil unrest), and initial post-disaster recovery operations may be handled at this activation level; NIMS and NRF flexibility and organizational principles still apply, additional county personnel and volunteers may be activated to fill support roles as needed. While the Executive Policy Group must be alerted to any change in EOC Activation Level, authority to elevate EOC staffing and operations to Level 2 lies with the EMD, who will coordinate with the County Manager and individual agency leadership to acquire necessary staffing and actively manage extraneous costs of such an activation. Emergency Management staff focuses on assessing the situation, determining trigger points for further action, drafting incident action plans, and making preparations to manage the crisis. To prepare for possible escalation or de-escalation, subject matter experts and key stakeholders are consulted, and situation reports are disseminated to Executive Policy Group members and key stakeholders.

Level 1 is “full activation” of the EOC, requiring personnel from local government and partnering entities to report for duty in response to the emergency incident. Level 1 activation requires a declaration of a Local State of Emergency (LSE), the process for which is described later in this document. The LSE temporarily realigns local government, suspends certain regulations, and activates emergency policies and procedures concerning contracts, purchasing, and compensation. The duration of a declared LSE is limited to seven days, but may be extended in seven day increments as deemed necessary. All governmental employees are considered mission-essential during a LSE and may be required to work before, during, or immediately after an incident. Employees are required to contact their supervisor or department head at the onset of a LSE in order to receive instructions on where and when to report for duty.

Applying NIMS principles, the EOC becomes the facility where the incident’s management and coordination take place, providing “whole-community” strategic command and control for widespread operations that may be divided geographically or by mission, as well as overall incident support, resource acquisition, information gathering and dissemination, and financial administration functions. Depending on incident circumstances, some or all of the disciplines responsible for emergency support may be activated to ensure the prompt, efficient execution of the CEMP’s response coordination and support plans. In anticipation of FEMA’s adoption and recommendation of the NIMS *Center Management System* (CMS) convention within the next five years, EOC personnel will be organized according to functions as diagrammed in **Figure 11**.

Command Staff “Officers” and General Staff “Section Chiefs” are led by the Emergency Operations “Center Director” (i.e. “Command” – analogous to the NIMS/ICS *Area Commander* position) who may, depending on incident type and severity, be part of a

“Unified Command” with leadership from the principal discipline(s) involved (e.g., law enforcement, fire rescue, public health).

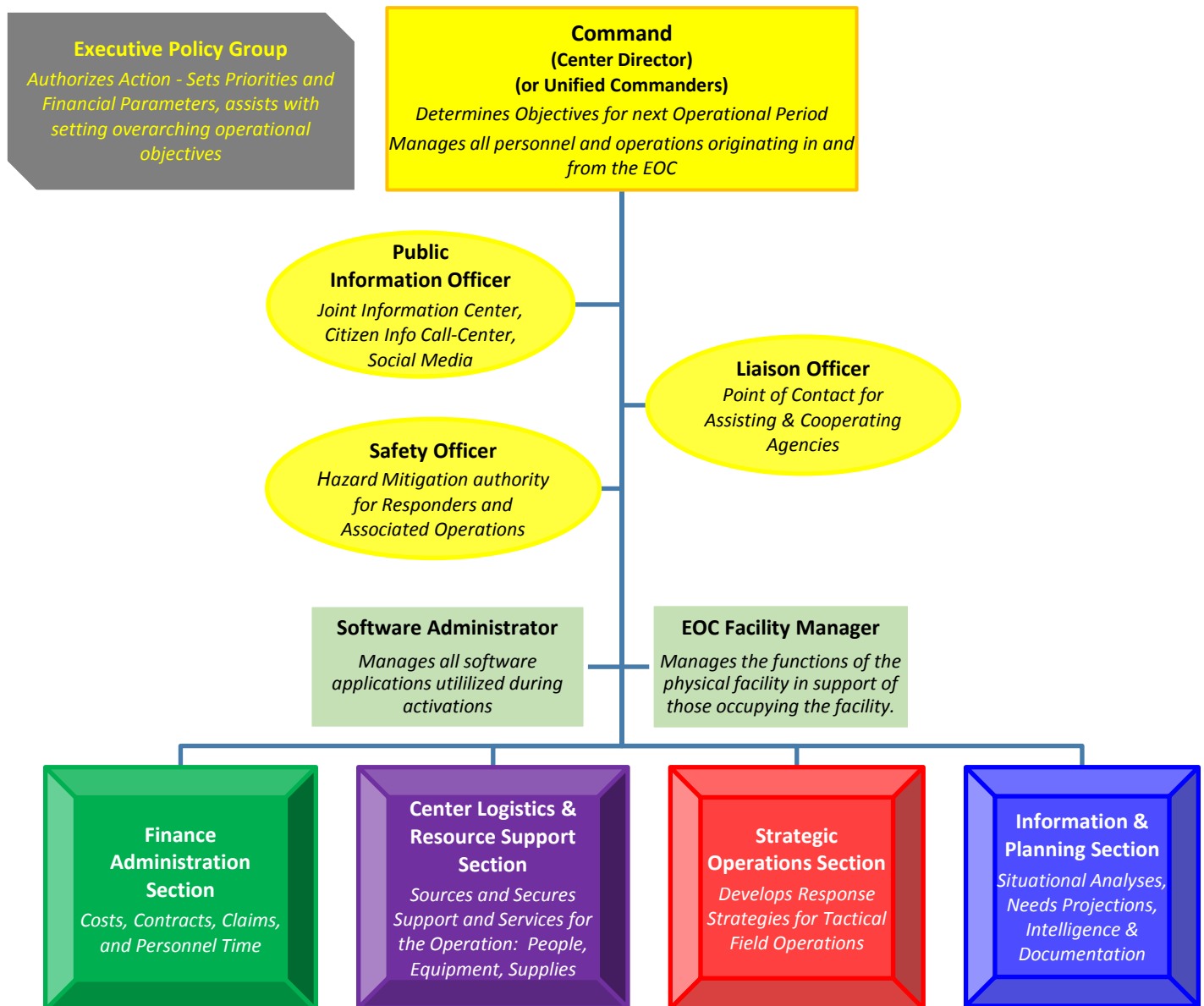


FIGURE 11 – EOC COMMAND & GENERAL STAFF ORGANIZATION DURING ACTIVATION

Under delegated authority of the **Executive Policy Group (EPG)** (i.e. the County Manager, Mayors of the Municipalities, County and City Law Enforcement Officials, County and City Fire Chiefs, County Public Health Officer, Chief Judge, School Board Superintendent, Property Appraiser, Tax Collector, Supervisor of Elections, Clerk of Court, and the County Attorney, who serves in a non-voting legal advisor capacity), the Commander, Command Staff (Officers), and General Staff (Section Chiefs) plan and coordinate the response actions to be implemented by Incident Commanders in the field, and oversee Emergency Support Functions (ESFs) to facilitate those field operations. The Center Director contributes

technical information and recommendations to the EPG, so the EPG can determine the priorities and constraints for disaster operations and help Command establish overarching objectives for incident.

Command develops and communicates SMART (i.e. Specific, Measurable, Achievable, Relevant, Timely) objectives for the next operational period. The General Staff subsequently develops strategies to meet those objectives, then obtains and tracks the resources necessary to realize successful response and initial recovery efforts. Functional Groups under each General Staff Section are led by representatives of local government (see **Table 2** in the Disaster Responsibilities section) and each has the authority to direct the resources assigned/allocated to their Group in accordance with the established Incident Action Plan and the responsibility to document their Group's response actions, agreements, and accidents on the Group's ICS 214 *Unit Activity Log*.

All Group Supervisors and/or Unit Leaders shall ensure that a single ICS-214 *Unit Activity Log* is completed for their Group/Unit during, and finalized by the end of, each operational period. The ICS-214 will document the Group/Unit's members by name and role and list the Group/Unit's collective activities (i.e. accomplishments, agreements, and accidents). Each Group Supervisor shall submit their completed ICS-214s to their Section Chief at the conclusion of each operational period. Section Chiefs review the Unit Logs before submitting them to the Documentation Unit Leader to be stored as part of the permanent incident record. *Complete and accurate documentation of incident activities is essential for providing the best possibility for cost reimbursement from FEMA or obtaining other state/federal assistance.*

A dedicated Joint Information Center (JIC) may be established during an incident to provide a separate location for the Public Information Officer (PIO) and Assistant PIOs to ensure coordinated messaging to the news media, vetted responses to questions and requests for assistance with unmet needs from the public via the Citizen's Information Call-Center (CICC), and timely Social Media messages. EOC and field personnel may be expected to work 13-14 hour shifts to ensure adequate time for briefings before and after each 12-hour operational period. This schedule may be continued 24 hours per day, seven days per week, until the crisis is under control. Requests for supplemental resources must follow established NIMS and CEMP established approval channels and all purchases or contracts to support the response must be compliant with the requirements outlined in Chapter 2 of the *Code of Federal Regulations* section 200 (2 CFR 200).

DISASTER RESPONSIBILITIES OF LOCAL GOVERNMENT AND NON-GOVERNMENTAL ENTITIES

Understanding that **All Disasters are Local**, and in keeping with the “**whole community**” and approach to preparedness and NRF tiered response principles, local entities are primarily accountable for emergency management operations and support before, during, and after a disaster. A table of the roles and responsibilities of each of the County's constitucionals and governmental units during an activation is provided as **Table 2**.

Supervisors of each entity shall ensure that their personnel understand that they are mission-essential, are trained in NIMS and EOC Operations, and are well-prepared for their roles in emergency response, initial recovery, and long-term recovery. In addition, each individual is expected to have a personal/family preparedness plan and to mitigate hazard impacts to their personal property, so that they know their loved-ones and homes are safe while they are assigned to emergency duty.

TABLE 2 – NASSAU COUNTY GOVERNMENT DISASTER ROLES AND RESPONSIBILITIES

Entity	Includes	Roles and Responsibilities
Nassau County Board of County Commissioners	County Attorney, County Manager, Contracts Management	Executive Policies, Incident Objectives, Financial Constraints and Financial Management; Long-term Recovery and Redevelopment
Constitutional Officers		
Sheriff	Law Enforcement and Emergency Management Staff	Command and Control, Planning
Clerk of Courts	Comptroller, Court Staff	TBD
Supervisor of Elections	Information Technology and Legal Staff	Volunteers & Donations Reception Center
Property Appraiser	Appraisal and GIS Mapping Staff	Damage Assessments
Tax Collector	Cashier and Licensing Staff	Volunteers & Donations Reception Center
County Departments		
Animal Control	Shelter and Field Services	Small and Large Animal Issues, Pet Sheltering
Building Department	Inspections, Permitting, Code Enforcement	Residential Damage Assessments
Building Maintenance	Custodial, Facilities and Grounds Maintenance, Parks & Recreation	Facility Support, Supply Unit, PA Damage Assessments
County IFAS Extension Office	Agriculture, Horticulture, Environmental and Natural Resources; Family and Consumer Sciences, 4H & Youth Development	Large Animal Issues; Citizen Information Call Center

Entity	Includes	Roles and Responsibilities
Fire Rescue	Paramedics, Fire Prevention, Inspections, Emergency Response	Fire Suppression, Search and Rescue, Hazardous Materials
Human Resources	Risk Management, Claims and Compensation	Finance & Administration Section
Library System	Branches in Municipalities	Citizen Information Call Center
Office of Management and Budget	Technical Services, Communication, Billing, Grants, Affordable Housing	Finance & Administration Section
Planning & Economic Opportunity	Community Planning, Economic Incentives	Recovery Branch, Individual Assistance
“Public Works” Departments	Engineering Services, Roads and Bridges, Solid Waste, Nassau-Amelia Utilities	Infrastructure Response and Recovery
Boards, Committees, Councils, and Organizations		
Nassau County Economic Development Board	Multi-discipline	Economic Re-Development; Commerce
Nassau County & Amelia Island Tourism Development Council	Multiple private partners	Economic and Tourism Redevelopment
Amelia Island Mosquito Control District	Surveillance and Control	Mosquito population monitoring and control measures on the island
Ocean Highway and Port Authority		TBD – as needed
Nassau County Development Review Committee	Building Department, Engineering Services, Fire Rescue, FDOH Environmental Health, Planning & Economic Opportunity, and Property Appraiser	Recovery Planning and Implementation
Florida State College of Jacksonville – Nassau	Conference rooms, class rooms, library	Yet to be negotiated

Entity	Includes	Roles and Responsibilities
Community Alliance of Northeast Florida	Clay, Duval, and Nassau Counties	Per FL Statute 20.19
NE Florida Long-Term Recovery Organization	Local Emergency Management and Economic Development Departments; various NGOs	As Chartered, 501(c)(3)

To facilitate the development of strategic and tactical operations plans, Command may opt to divide the County geographically into three “operational complexes” (see **Figure 12**) and treat each as a separate incident with its own organizational structure. Situations like this highlight the concept of the Emergency Operations Center functioning as the “Area Command Center” for the jurisdiction, as well as a multi-agency resource and support coordination entity.

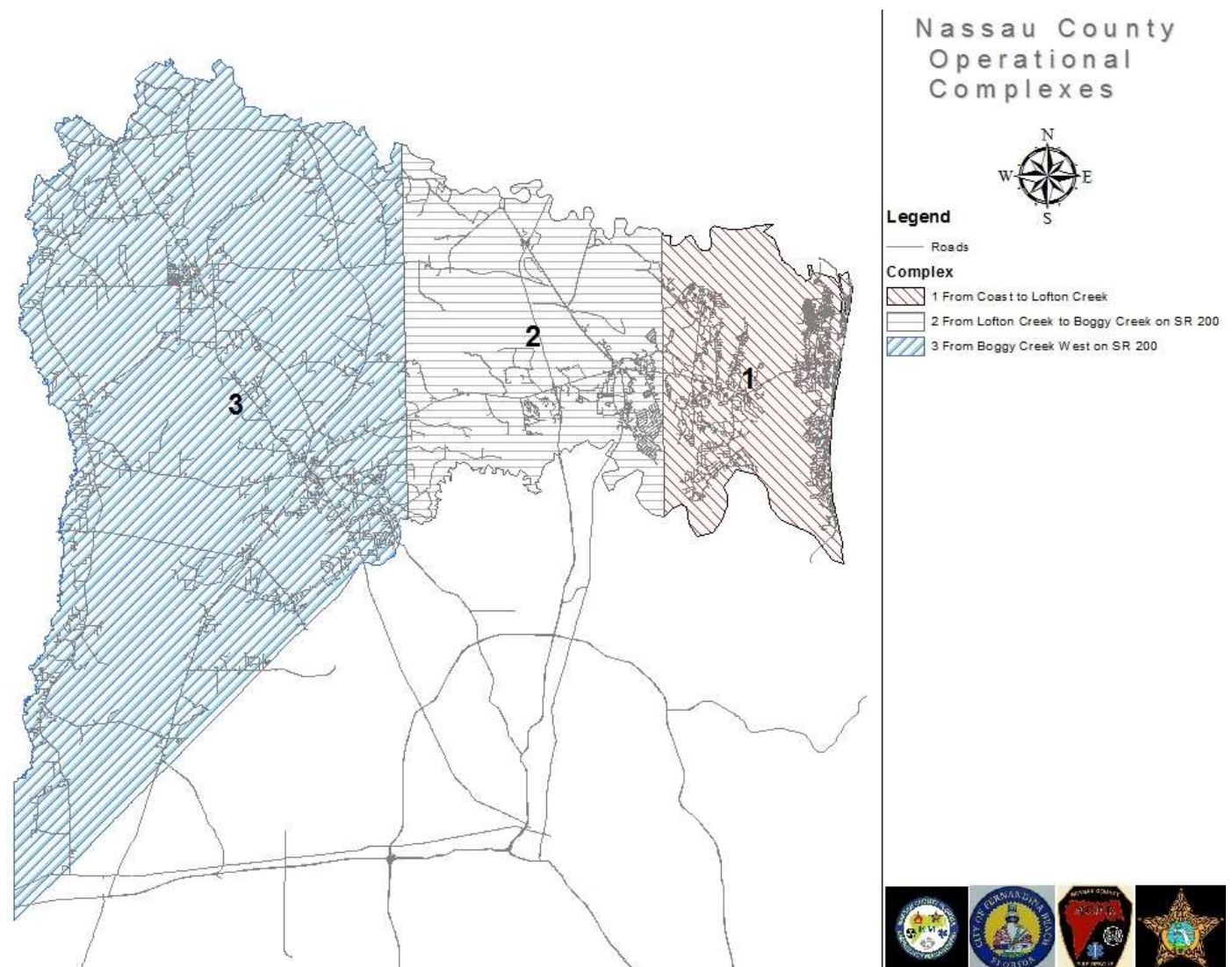


FIGURE 12 – OPERATIONAL COMPLEXES

EMERGENCY DECLARATION PROCESSES AT EACH LEVEL OF GOVERNMENT

The authority to declare a “state of emergency” at the state and local level is identified in Chapter 252, Florida Statutes: a mayor, city manager, or board of county commissioners may declare a local state of emergency; at the state level the governor may declare a state of emergency. The emergency declaration allows the governor or local official to suspend certain regulations to facilitate resource procurement and asset deployment necessary to meet response and recovery needs, expanding social services, providing assistance to disaster survivors, and managing elections disrupted by the emergency. At the national level, only the President of the United States may declare a state of emergency.

NASSAU COUNTY EMERGENCY DECLARATION

Unless otherwise designated by appointment by the BOCC, for purposes of Section 252.38(1)(b), Florida Statutes, the Emergency Management Director (EMD) of Nassau County shall be the director of Nassau County Emergency Management, a unit of the Nassau County Sheriff’s Office, as appointed by the Nassau County Sheriff and defined in a Memorandum of Agreement (MOA) between the Sheriff and Nassau County BOCC. In event the EMD is absent or disabled, a successor EMD may be appointed by the Sheriff, or while an existing declared Local State of Emergency (LSE) exists the County Manager, and such successor shall exercise all of the powers and undertake all of the duties of the EMD.

Upon promulgation of this CEMP, as approved by the Nassau County Board of County Commissioners (BOCC), until otherwise revoked or revised, the LSE declaration procedure shall be as follows: in the event a major or catastrophic disaster has occurred, is imminent, or anticipated, the EMD shall convene the Executive Policy Group, if operationally feasible, and upon their concurrence recommend in writing to the County Manager that he/she declare a LSE and if appropriate, concurrently issue a formal request for emergency-related mutual-aid or State assistance.

Upon receipt of such recommendation, the County Manager is authorized to issue an *executive order* declaring the LSE, and such executive order shall bear the signatures of both the County Manager and EMD or their successors. In the absence or disability of both the EMD and the successor EMD, the County Manager may also issue such an executive order if he or she reasonably believes good cause exists. In the absence or disability of the County Manager, this authority shall pass to the Deputy or Assistant County Manager, or other designee as provided by law or written authorization executed by the County Manager, or it may revert back to the BOCC. The BOCC shall always retain its lawful authority under State Statute to declare or revoke any LSE, including any such declaration issued by the County Manager.

Each written executive order declaring a LSE shall indicate the nature of the emergency, the area or areas threatened, and the conditions which brought about the emergency. The contents of the order shall be promptly disseminated by means calculated to bring it to the attention to the general public and to the governing bodies of the municipalities within the county. Declaration of a LSE will trigger the execution of applicable components of this CEMP.

Immediately subsequent or as soon as reasonably practical to declaring the LSE, the County Manager shall notify the BOCC and recommend the chairperson convene the board in open emergency session for the explicit purpose of receiving from the County Manager a report of the situation which necessitated the issuance of this executive order. The BOCC will vote to determine their concurrence with the County Manager's decision and provide their decision by written proclamation. The duration of an LSE declaration is limited to seven days. If warranted, the LSE may be extended by the County Manager in seven day increments, with subsequent reports by the County Manager to the BOCC. Any LSE may be altered or rescinded by executive order of the County Manager or BOCC.

STATE OF FLORIDA EMERGENCY DECLARATION

If an emergency or disaster has the potential to exceed the capabilities of counties or state agencies, the Governor, by executive order or proclamation, may declare a state of emergency for the impacted area or areas in which the incident is anticipated as defined in Section 252.36, Florida Statutes and activate the Statewide Mutual Aid Agreement (SMAA). Depending on the type of emergency or disaster, a state of emergency will activate certain components of the State CEMP. A declaration of a state of emergency by the Governor is required to activate the full range of federal disaster recovery programs available to the State, and is a condition for requesting interstate mutual aid through the Emergency Management Assistance Compact (EMAC). The state Legislature, by concurrent resolution, may terminate a state of emergency at any time. The process for declaring a state of emergency in Florida is as follows:

- The public is alerted to or warned of an imminent or actual incident.
- FDEM initiates response plans to manage the emergency.
- A county declares a local state of emergency.
- The FDEM Director determines that a state of emergency is required and recommends to the Governor that he/she declare a state of emergency.
- Through executive order, the Governor designates a State Coordinating Officer and the executive order is forwarded to the Secretary of State for attestation and filing with the Florida Department of State.
- If federal assistance is indicated, a copy of the executive order is provided to the Regional Director of FEMA Region IV.

PRESIDENTIAL EMERGENCY OR MAJOR DISASTER DECLARATION

If an emergency situation is of such severity and magnitude that effective response is beyond the capabilities of the state and affected local government(s), Pursuant to Title 44, Code of Federal Regulations, the Governor may request that the President issue an Emergency or Major Disaster Declaration, provided a state of emergency has been declared and all appropriate state and local actions have been taken.

A request for an ***Emergency Declaration*** is indicated if the situation requires federal assistance to save lives, protect public health and safety, safeguard property, or lessen or avert the threat

of disaster; total amount of assistance may not exceed \$5 million. If the threat of major disaster due to wildfire exists, the State may request a Fire Management Assistance Emergency Declaration directly from the FEMA Regional Director. This process is accomplished on an expedited basis (FEMA decision rendered within a manner of hours) providing 75% Federal cost share through the **Fire Management Assistance Grant (FMAG)** Program for expenses such as field camps, mobilization/demobilization activities, supplies, and equipment/tool use, repair, or replacement exceeding the “fire cost threshold” (e.g., \$1,325,495 for a single wildfire and \$3,976,480 for multiple fires in the state, as of 2016).

A request for a **Major Disaster Declaration** is indicated if federal assistance under the Stafford Act is necessary to supplement efforts and available resource of the state, local governments, disaster relief organizations, and compensation by insurance for disaster-related losses. If the President grants an Emergency or Major Disaster Declaration, the Governor and the FEMA Regional Administrator will execute a FEMA-State Agreement which states the understandings, commitments, and conditions for federal assistance through the Public Assistance (PA) and Household and Individuals Program (HIP). The post-disaster assistance process is depicted in **Figure 13**. If a Joint Field Office (JFO) is established, the EMD will coordinate local efforts with those of the JFO. Detailed PA policy guidance is provided in FEMA’s most recent *Public Assistance Program and Policy Guide* (currently version 3.0, January 2018) found at <https://www.fema.gov/media-library/assets/documents/111781>.

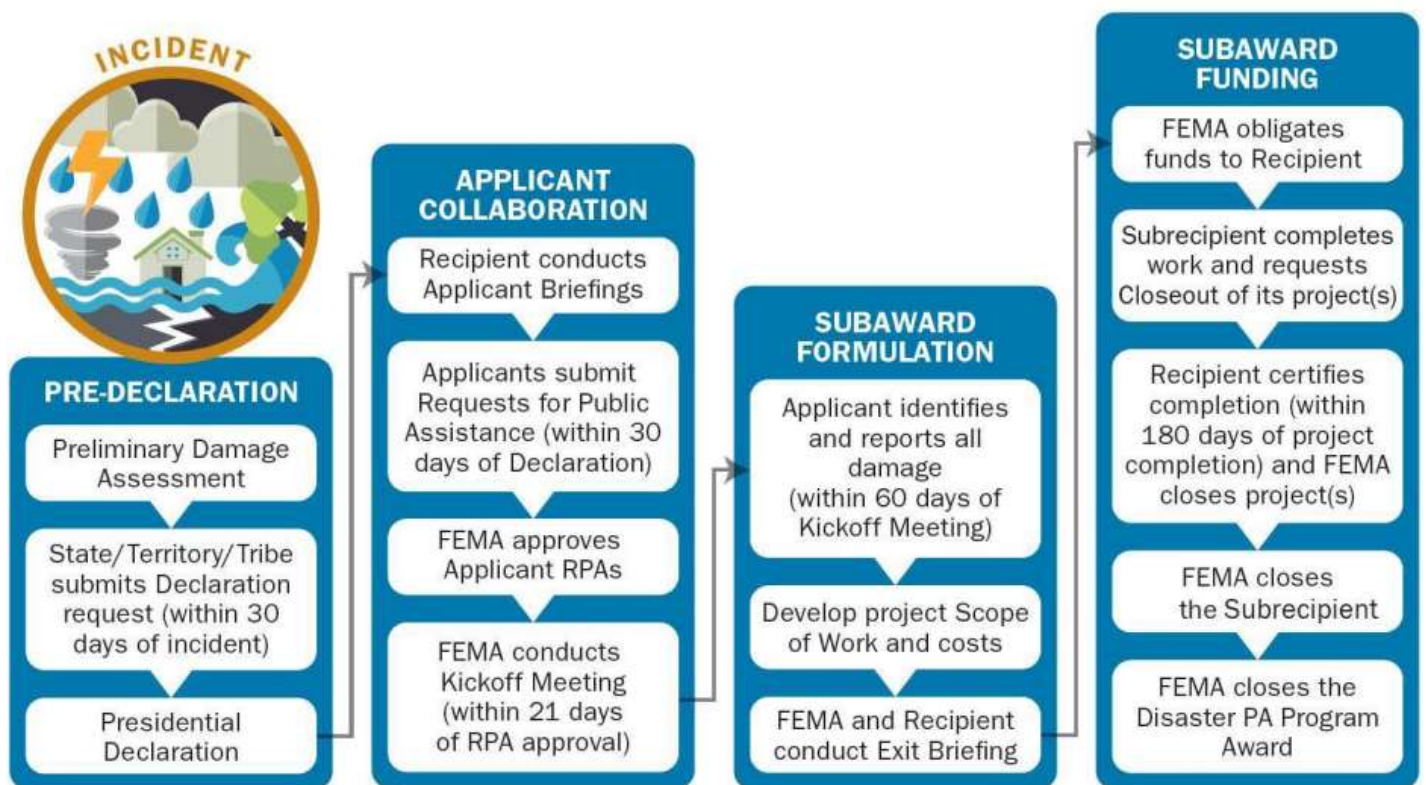


FIGURE 13 – POST-DISASTER ASSISTANCE PROGRAM IMPLEMENTATION PROCESS

EMERGENCY POWERS UNDER A LOCAL STATE OF EMERGENCY

Upon the declaration and as part of their authority consistent with a LSE, and if recommended by the Nassau County EMD in writing, the County Manager shall have the power and authority to issue executive orders directing and compelling the evacuation of all or part of the population from the stricken or threatened area as necessary for the preservation of life safety or other emergency mitigation, response, or recovery actions. The Nassau County Sheriff and other recognized law enforcement agencies shall have the vested authority for enforcing this order.

If recommended by the EPG, with subsequent written justification and request from the EMD the County Manager shall have the power and authority by executive order to impose, or to empower and authorize the EMD to impose, any or all of the following restrictions:

- Prohibiting or regulating the purchase, sale, transfer, or possession of explosives, combustibles, dangerous weapons of any kind, or alcoholic beverages.
- Prohibiting or regulating any demonstration, parade, march, vigil, sit-in, or participation therein from taking place on any public right-of-way or upon any public property.
- Prohibiting or regulating any sale or use of gasoline, diesel fuel, kerosene, naphtha, or any other explosive or flammable fluids or substances. Such regulations may exempt the delivery of such into a tank properly affixed to an operable motor vehicle, bike, scooter, boat, or airplane and necessary for the propulsion thereof.
- Prohibiting or regulating the possession of any portable container containing gasoline, diesel fuel, or other flammable or combustible liquid.
- Prohibiting or regulating participation in or carrying on of any business activity, and the keeping open of places of business, places of entertainment, and any other place of public assembly, including business parking lots, when such activities may negatively impact public health, safety, and welfare.
- Prohibiting or regulating travel upon any public street or highway or upon any other public property. Persons in search of medical assistance, food, or other commodity or service necessary to sustain the well-being of themselves or their families may be exempted from such prohibition or regulation.
- Imposing a curfew upon all or any portion of the county prohibiting persons from being on public streets, right-of-ways, highways, business parking lots, parks, or other public places during the hours the curfew is in effect.
- Prohibiting state or local business licensees, vendors, merchants, and any other persons operating retail businesses from charging more than the normal average retail price for any goods, materials, or services sold during a declared LSE. If the wholesale price or the cost of obtaining the goods, materials, or services has increased as a direct result of the local emergency, the average retail price may be increased, but only to the degree that the maximum increase in retail price shall be less than or equal to the amount representative of the average mark-up between the wholesale and average retail price

for any goods, materials, or services during the ninety-day period immediately preceding the declared Local State of Emergency.

- Prohibiting any person, firm, or corporation from using the fresh water supplied by public water systems for any purpose other than cooking, drinking, or bathing.

An executive order prohibiting any of the actions above may exempt classes of persons as may be essential to the preservation of public order or necessary to protect the public health, safety, and welfare (i.e. physicians, nurses, paramedics, emergency medical technicians, and ambulance operators performing medical services; on-duty employees of hospitals and other medical facilities; on-duty military personnel; bona fide members of the news media; public utilities personnel maintaining or repairing essential public services; county-authorized and county-requested public safety personnel recognized by statute; and other personnel deemed mission-essential by the EMD.)

Any person, firm, company or corporation who refuses to comply with or violates any of the emergency measures or restrictions as described above, shall be guilty of an offense that, pursuant to Section 125.69 and Section 252.50, Florida Statutes, shall be prosecuted in the same manner as a second degree misdemeanor is prosecuted, and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00), imprisonment in the county jail not to exceed sixty (60) days, or both. Each day of non-compliance shall constitute a separate offense.

The County Manager shall also have the power and authority by executive order to waive the procedures and formalities otherwise required of the county by law, ordinance, resolution, or policy pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Renting equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities;
- Appropriation and expenditure of public funds; and
- Appropriation or requisition of merchandise, goods, equipment, services, property or personnel needed to alleviate the emergency with reimbursement paid at a later date; provided, reimbursement shall be at the rate charged during the ninety-day period immediately preceding the emergency unless there is good and sufficient reason to reimburse at a different rate.

Nothing in this CEMP shall be construed to limit the power and authority of the BOCC. During a LSE, the BOCC sitting in regular or special session shall have the reserved power and authority by resolution to:

- Declare, alter, extend, or terminate a LSE with or without the recommendation of the EMD or County Manager;
- Alter, revoke, suspend, or supersede any emergency powers and authority for the duration of all or part of a LSE declared by executive order;
- Authorize the County Manager to determine if the removal of disaster-generated debris accumulated within the county, to include private property, is necessary in order to remove or reduce threats to life, public health, safety, and welfare.

DISASTER OPERATIONS – ORGANIZATION AND RESPONSIBILITIES

Officials at all levels of government (i.e. constitutional officials, agency and department heads) share responsibility for the planning required to minimize losses to and provide relief from all-hazards. They are obligated to ensure their personnel are provided the resources and training needed to fulfill their emergency response duties. They must also designate representative Emergency Coordination Officer (**ECOs**) who act as their department's point of contact for NCEM; participate in ad hoc Advisory Council working groups; and annually review, test, and update their organizational unit's COOP/COG plans ensuring the preservation of vital records (e.g. data storage redundancy) and continuity of mission-essential functions and critical services during emergencies.

As explained, during a Local State of Emergency (i.e. "Grey Skies") the EMD becomes a direct report to the County Manager rather than the Sheriff, and governmental personnel exchange their "Blue Skies" roles to perform incident response duties or *Emergency Support Functions (ESFs)* in positions within the established organizational structure in the EOC (see **Figure 14**). Not all positions must be filled at all times; positions may be left unfilled if not needed. To the greatest extent possible, public sector personnel, including appointed officials, career, and part-time employees from both County and Municipal rosters, shall be used to provide a trained cadre of reserve emergency management personnel (see **Table 2** and **Table 3**). EOC Position-Specific Skillset Task Books will be developed based upon the NIMS Emergency Operations Center Skillsets User Guide, National Qualification System (NQS) skillset descriptions, and task book templates published in September 2018. **Table 3** provides a detailed matrix of the Center Management System roles that will be filled during a Level 1 Activation and the entities responsible for overseeing and performing the tasks assigned to those roles. Note that State and Federal agencies, Non-Governmental Organizations (NGOs), and private entities assigned responsibility in **Table 3** either have local jurisdiction or are needed for their technical or subject matter expertise.

The assignment of a local government employee to a specific position in the Emergency Management organization shall be considered essential duty during the LSE and temporary reorganization of government to meet the extreme requirements of a disaster. Mission-essential personnel shall respond to the EOC as stipulated by policy or inter-agency or intra-agency memoranda of agreement. Other essential personnel may be assigned to perform emergency operations roles in the field. Volunteer and auxiliary personnel may also be assigned to support EOC operations and the Emergency Management Program during

prevention, preparedness, mitigation, response, and recovery activities, but such assignment shall not *ipso facto* make these individuals public employees, nor entitle them to any powers, duties, rights, privileges, or immunities to which they are not otherwise entitled.

All personnel, regardless of rank, position, or agency affiliation, agree that they and all employees under their authority shall follow Emergency Management’s cardinal “incident accountability” rule by:

- **checking in** at the established “incident check-in” site,
- **signing in** before the beginning of each operational period/shift,
- **reporting** to their incident supervisor for a briefing at the beginning of each shift, tracking time worked,
- **participating** in scheduled planning meetings and conference calls as assigned
- **documenting** activities performed during the operational period,
- **signing out** at the conclusion of each shift worked,
- **demobilizing** properly, briefing supervisor or replacement, returning all incident equipment, submitting all incident documentation (e.g., unit activity logs, time sheets), obtaining official signatures on incident release/demobilization paperwork, and
- **notifying** home agency of time demobilized from incident and expected time of return to normal duty.

Depending on the incident situation, this information may be recorded on paper Incident Command System (ICS) Forms (e.g., the ICS-211 Incident Check-In List, ICS-211a Daily Sign-In/Out Sheet, ICS-213 General Message Form, ICS-213RR Resource Request, ICS-214 Unit Activity Log, ICS-221 Demobilization Check-Out, ICS-225 Incident Personnel Performance Rating, ICS-257 Resource Accounting Record) or electronically via the secure web-based system currently used by the County and FL Division of Emergency Management (FDEM) (i.e. as of 2018, WebEOC®).

Note: During an emergency all personnel, whether assigned to a role in the EOC or in the field, must understand they have transitioned from their routine reporting structure and procedures to the Incident’s chain-of-command, shift schedule, activity documentation, and timekeeping requirements. Nassau County’s Agency Heads, Directors, and Managers are responsible for ensuring all of their employees are aware of, agree to, are trained, and provided opportunities to practice, to execute their emergency-duty roles.

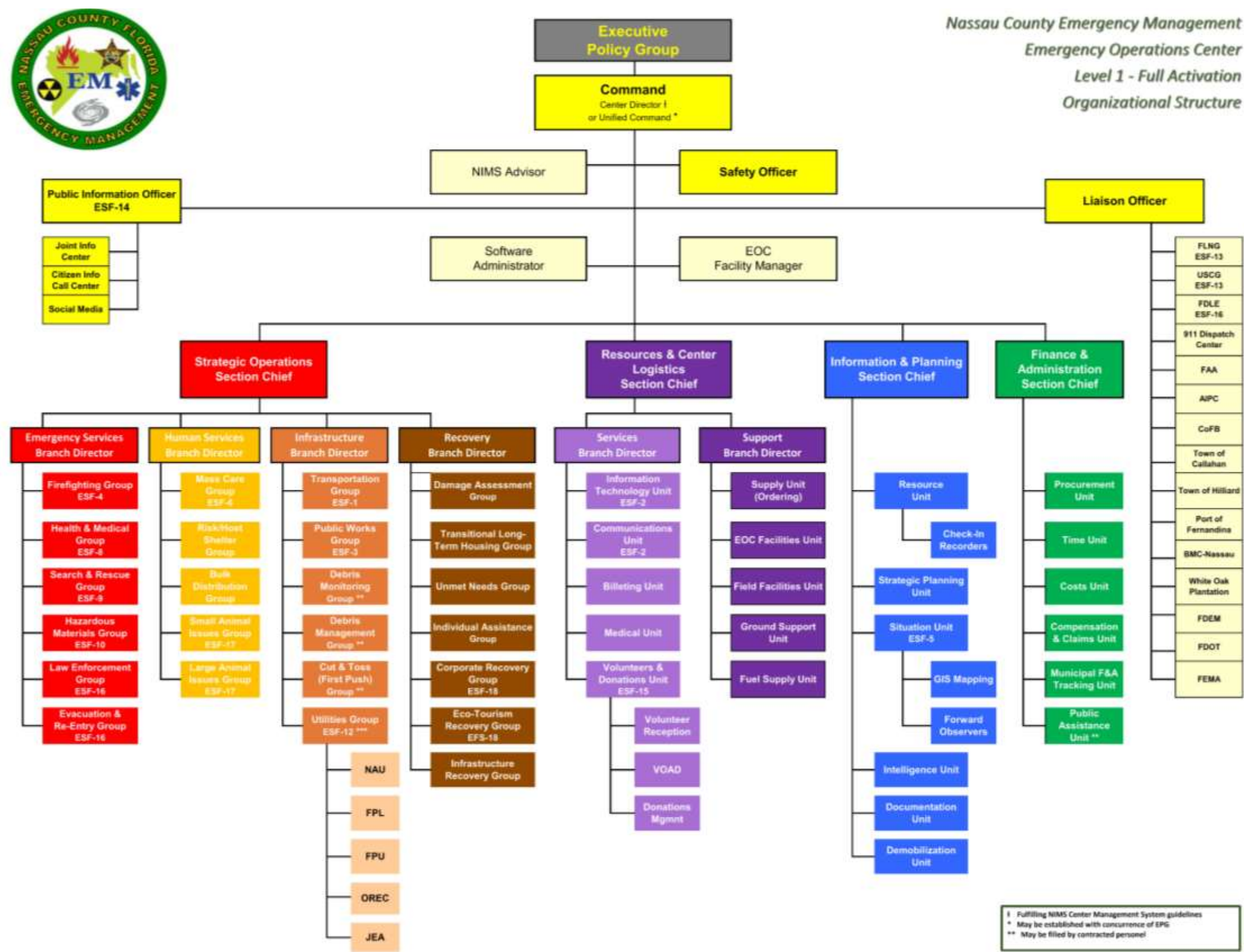


FIGURE 14 – “GREY SKIES” ACTIVATION LEVEL 1 ORGANIZATIONAL STRUCTURE

TABLE 3 – EMERGENCY OPERATIONS CENTER RESPONSIBILITIES

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
COMMAND STAFF	Center Director or Unified Commanders EOC.Command@NassauFLEM.com 904-548-0900	Nassau County Emergency Management (NCEM)	Nassau County Sheriff's Office (NCSO), Nassau County Fire Rescue (NCFR) FL Dept. of Health-Nassau (FDOH-Nassau) Fernandina Beach Police, Fernandina Beach Fire Rescue	Delegated authority to manage the incident(s) and execute actions necessary to mitigate consequences; Monitor current operations needed to meet incident objectives; resolve disputes or misunderstandings; Set objectives for the next operational period; Manage EOC; Authorize or deny incident related resources requests and expenditures as appropriate
	NIMS Advisor EOD.NIMSAdvisor@NassauFLEM.com 904-548-0900	NCEM	FDEM; Contractor support	Ensure compliance with National Incident Management System (NIMS) concepts, policies, and procedures for effective incident management
	Incident Management Software Administrator EOC.SoftwareAdmin@NassauFLEM.com 904-548-0900	NCEM	NCSO-IT; Contractor support	Manage and grant appropriate access rights to all incident management software (WebEOC) being utilized for current incident; Provide users just-in-time training appropriate to their utilization level; Trouble-shoot software programming or process issues; develop just-in-time capabilities if feasible

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Safety Officer EOC.SafetyOfficer@NassauFLEM.com 904-548-0934	County Manager	NCEM, NCSO, NCFR, FDOH-Nassau	Monitor incident operations, advise the Commander on all matters relating to the health and safety of responders/county employees and mutual aid personnel; ensure compliance with applicable health and safety standards; Coordinate with Medical Unit; develop measures to ensure personnel safety and provide a relevant Safety Message for IAP; has the authority to stop any incident activity deemed unsafe
	Public Information Officer (PIO) / Joint Information Center (JIC) ESF-14 EOC.PublicInfo@NassauFLEM.com 904-548-0953	NCEM / County Manager	NCSO, NCFR, FBPD, FBFR, City of Fernandina Beach (CoFB), FDOH-Nassau; Nassau County Extension Services (IFAS)	Point-of-Contact for news media, Coordinate press conferences, VIP/dignitary visits, and community relations; Provide timely crisis and risk communications, rumor control, protective action guidance; Identify and keep IC informed of emerging issues/rumors (political and public); Keep incident personnel up-to-date on major current affairs; Establish Joint Information Center (JIC) if necessary; Supervise and manage Citizen Information Call Center (CICC) and Social Media operations
	Liaison Officer EOC.LiaisonOfficer@NassauFLEM.com 904-548-0944	NCEM	NCSO, NCFR, FDOH-Nassau Municipal Liaisons, external agency liaisons	Incident Point-of-Contact for assisting, supporting, and cooperating entities; Inter-agency relations

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	EOC Facility Manager EOC.FacilityMgr@NassauFLEM.com 904-548-0952	NCEM	Nassau County Facilities Maintenance; NCSO-Services Division; Contractor Support	Ensure physical facility operates efficiently, maintain cleanliness, address physical safety and security issues, limit access to facility; coordinate facility issues or equipment repairs Logistics Section - Facilities Unit Leader; ensure technology (computers, projectors, monitors, radios, satellites, etc.) runs efficiently or repair issues are addressed in timely manner; maintain consumable supply stocks
OPERATIONS SECTION CHIEF 548-0949 Emergency Services Branch 548-0903	Firefighting ESF-4 EOC.FireFightingGroup@NassauFLEM.com 904-548-0901	NCFR	Fernandina Beach Fire Department (FBFD), Volunteer Fire Departments Florida Forest Service (FFS)	Coordination of fire suppression activities and fire-control resources; Wildland, rural, and urban firefighting operations
	Search and Rescue ESF-9 EOC.SearchRescue@NassauFLEM.com 904-548-0901	NCFR	FBFD NCSO, Fernandina Beach Police Dept. (FBPD) US Coast Guard (USCG) CERT Volunteers	Search and rescue operations, Life-saving assistance

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Public Health and Medical ESF-8 EOC.HealthMedicalGroup@NassauFLEM.com 904-548-0906	FDOH-Nassau	Baptist Medical Center (BMC), NCFR and FBFD Amelia Island Mosquito Control (AIMC)	Public Health issues, Medical Care System support, Mass Prophylaxis operations, Special medical needs sheltering, Mass fatality management, Mental Health services, Refugee services
	Hazardous Materials & Environmental Protection ESF-10 EOC.HazMatGroup@NassauFLEM.com 904-548-0906	NCFR & Florida Department of Environmental Protection (DEP) – Jacksonville	FBFD FL Fish & Wildlife Conservation (FWC), USCG; FDOH Bureau of Radiation Control; FDEM Rad Unit	Hazardous materials release or spill response (chemical, biological, radiological) and containment, Environmental protection and clean-up
	Security, Public Safety, and Law Enforcement ESF-16 EOC.LawEnforcementGroup@NassauFLEM.com 904-548-0903	NCSO	FBPD, Code Enforcement, Nassau County Animal Services (NCAS) FL Highway Patrol (FHP), FL Dept of Law Enforcement (FDLE), FL Agricultural Law Enforcement, FWC, FL National Guard (FLNG)	Facility and resource security, Security planning, Public safety and security support, Access restrictions, Evacuation Assistance, Traffic and crowd control
	Evacuation and Re-Entry ESF-16 EOC.EvacRe-EntryGroup@NassauFLEM.com 904-548-0902	NCSO	Fernandina Beach PD Florida Highway Patrol, FDLE, FL National Guard	Perimeter Security and Access Control at bridges and into neighborhoods or commercial areas

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
STRATEGIC OPERATIONS SECTION CHIEF 548-0949 Human Services Branch 548-0909	Mass Care ESF-6 EOC.MassCareGroup@NassauFLEM.com 904-548-0908	NCSB	NE FL American Red Cross (ARC), Salvation Army, FL Dept of Children and Families (DCF)	Provide food, water, and critical supplies to Evacuation Shelterees and Citizens in need
	At-Risk (wind/water) Sheltering ESF-6 EOC.Risk-HostShelterGroup@NassauFLEM.com 904-548-0909	NCSB	FDOH-Nassau, Nassau County Animal Services (NCAS) ARC, Salvation Army, DCF	Provide safe (wind-rated, elevated) shelter during high wind or flood events requiring evacuations or public emergency shelter operations; includes Special Medical Needs Sheltering, support for pets in shelters, and transitioning to Host Shelters
	Host Sheltering ESF-6 EOC.Risk-HostShelterGroup@NassauFLEM.com 904-548-0909	NCEM	ARC, Salvation Army, local Faith-Based organizations	Provide temporary shelter facilities for those who are in a localized evacuation area (e.g., wildfire or hazmat) or cannot return home when emergency shelters close; Provide temporary shelter to those who transitioned out of Risk Shelters pending implementation of a personal medium/long-term housing solution in coordination with the Recovery Branch's efforts.
	Bulk Distribution (PODs) ESF-11 EOC.BulkDistGroup@NassauFLEM.com 904-548-0908	FLNG; Nassau County Public Library System	Faith-Based organizations Agriculture and Consumer Services (FDACS), Voluntary Organizations Active in Disaster (VOAD)	Establish sites for orderly distribution and re-supply of critical commodities (e.g., water, food, tarps) that are otherwise unavailable or in short supply

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Small Animal Issues ESF-17 EOC.SmallAnimalGroup@NassauFLEM.com 904-548-0937	NCAS	UF-IFAS County Extension Services, Nassau County Humane Society (NCHS) FDACS, State Agricultural Response Team (SART), Amelia Island Mosquito Control (AIMC)	Coordination of resources for evacuation and containment; Safety and well-being of pets; Shelter operations; Animal control; Pet food and water distribution; Veterinary damage assessments and assistance; Disease control
	Large Animal and Agricultural Issues ESF-17 EOC.LargeAnimalGroup@NassauFLEM.com 904-548-0937	UF-IFAS County Extension Services	NCAS, NCHS, FDACS, SART, AIMC	Livestock and agriculture protection; Coordination of resources for evacuation and containment; Shelter operations; Hay, food, and water distribution; Agricultural and veterinary damage assessments and assistance; Disease control
Infrastructure Branch (Road & Bridge) 548-0904	Transportation Operations ESF-1 EOC.TranspoGroup@NassauFLEM.com 904-548-0904	Nassau County School Board (NCSB) Transport Services	Council on Aging (COA), Nassau County Road & Bridge (NCRB) FL Department of Transportation (FDOT), Fernandina Municipal Airport, Federal Aviation Authority at Hilliard, CSX & FEC Railroad	Evacuation assistance, Transportation safety, Vehicular movement restrictions, Damage and impact assessment of transportation equipment and surfaces

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Public Works & Engineering ESF-3 EOC.PubWorksGroup@NassauFLEM.com 904-548-0905	Nassau County Road & Bridge (NCRB)	Engineering Services (NCES), CoFB Public Works, Town of Hilliard Public Works, Town of Callahan Public Works; JEA, FDOT	Infrastructure protection, damage assessments, emergency repair of roads and bridges; Infrastructure restoration; Engineering services and construction management, Emergency contract support for life-saving and life-sustaining services; Coordination of debris removal
	Debris Monitoring EOC.DebrisMonitorGroup@NassauFLEM.com 904-548-0913	Nassau County Solid Waste (NCSW)	Debris Monitoring Contracted Vendor	Provide initial immediate post impact debris field assessment; act as agent representing Nassau County and/or municipalities overseeing Cut & Toss (First-Push) and Debris Management Contractor(s)
	Debris Management, Removal, and Disposal EOC.DebrisMgtGroup@NassauFLEM.com 904-548-0913	NCSW	Debris Management Contracted Vendor	Manage, collect, certify quantity, stage, and legally dispose of all types of disaster-related debris consistent with pre-positioned contracts' SOW; coordinate and cooperate with Debris Monitoring Contractor(s)
	Cut & Toss 1st Push Road Clearing EOC.Cut-TossGroup@NassauFLEM.com 904-548-0913	NCRB; Contractor	Public Safety (Law & Fire); Florida Power & Light (FPL), Florida Public Utilities (FPU), Fernandina Beach Utilities	Conduct "first push" to clear roads of large trees and down wires, and perform emergency mitigation of other various types of debris, all without removing from scene; provide minimum access necessary for emergency services
	Energy and Utilities ESF-12 EOC.UtilityGroup@NassauFLEM.com 904-548-0912	Nassau-Amelia Utilities	FPL, FPU, OREMC, CoFB Utilities, JEA	Protection and restoration of energy infrastructure, water, and sewage systems

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
STRATEGIC OPERATIONS SECTION CHIEF 548-0949 Recovery Branch – (P&EO Dept. Dir.) 548-0910	Damage Assessment EOC.DamageAssessGroup@NassauFLEM.com 904-548-0915	Nassau County Property Appraiser (NCPA)	NCFR, NCSO, County Building Official, Tax Collector, NCRB, NCES, Nassau OMB; NCEDB; Tourist Develop. Council	Windshield assessments; Preliminary Damage Assessments and Valuation; Document damage to infrastructure, government, residences, businesses, and industry facilities; Support PA/IA process
	Infrastructure Recovery ESF-3 EOC.InfrastrucGroup@NassauFLEM.com 904-548-0905	NCRB	NCRB, NCES, County Building Official, CoFB Bldg Dept, NCPA, P&EO, OMB, County Clerk, Facilities Maintenance, Parks and Recreation; all public and private utilities in Nassau	Analyze community residential, business, and industrial damage; Coordinate with Public Assistance Group; identify and facilitate repair and mitigation projects for long-term community recovery and improved resilience
	Unmet Needs EOC.UnmetNeedsGroup@NassauFLEM.com 904-548-0915	County Manager	Nassau P&EO, Nassau OMB; Volunteer Florida, NE FL Voluntary Organizations Active in Disaster (VOAD), NCEM	Provide survivor case management during emergency and transitional shelter phase of disaster; Identify public and private resources to meet post-disaster needs, Coordinate with Volunteers & Donations Group, Facilitate assistance to residents with unmet needs, Support access to assistance programs for Small Businesses, Households, and Individuals

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Transitional & Long-Term Post-Disaster Housing WOC.LTHousingGroup@NassauFLEM.com 904-548-0910	Nassau County Planning & Economic Opportunity (Nassau P&EO)	NC Building Official, CoFB Building Dept, NCPA, Nassau Facilities Maint., Nassau OMB; FDEM NE FL ARC, Salvation Army, Faith-Based organizations	Identify and coordinate Local Disaster Housing Task Force Transitional Shelter Assistance (i.e. FEMA TSA program) housing and long-term housing for residents in need; Facilitate the Assistance for Households and Individuals Program (HIP); Consider temporary zoning and ordinance variances
	Individual Assistance (IA) EOC.IAGroup@NassauFLEM.com 904-548-0911	Nassau P&EO	Nassau County Building Official, CoFB Building Department	Facilitate the Individual Assistance (IA) declaration, Households and Individuals Program (HIP), and Small Business Administration (SBA) loan processes
	Corporate Recovery ESF-18 EOC.CorpRecovGroup@NassauFLEM.com 904-548-0911	Nassau County Economic Development Board (NCEDB)	AIFBY and Greater Nassau Chamber of Commerce, Nassau County Tourism FL Restaurant and Lodging Association, AIP Develop. Assoc.	Coordinate with Florida's Disaster Business-specific resources (https://floridadisaster.biz/) and encourage/facilitate entry of local businesses' incident data; Analyze business damage, determine operational viability and unmet needs; Facilitate SBA process
	Economic & Tourism Recovery ESF-18 EOC.Economic-TourismGroup@NassauFLEM.com 904-548-0905	Nassau County Tourism Development	P&EO, OMB, County Clerk, Nassau Parks and Recreation, NCEDB, Chambers of Commerce FL Restaurant and Lodging Assoc.	Identify ways to support the local economy; implement processes to stimulate local commerce and tourism; Liaise with public and private businesses as well as FL Business EOC to determine operational viability and unmet needs

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
LOGISTICS SECTION CHIEF 548-0945 Services Branch Director 548-0921	Communications Unit EOC.CommsUnit@NassauFLEM.com 904-548-0918	NCSO	Nassau Amateur Radio Emergency Svcs (NC-ARES), Dispatch Center; Commercial Comm	Incident communications planning; acquiring, setting up, maintaining, and accounting for comms systems resources (radio, satellite)
	Information Technology EOC.TechUnit@NassauFLEM.com 904-548-0919	NCSO	NCSB, CoFB, Supervisor of Elections, NC-ARES	Information Technology systems; EOC audio/visual systems
	Billeting Unit EOC.BilletingUnit@NassauFLEM.com 904-548-0920	NCSO	Nassau County Human Resources, Fernandina Beach Human Resources, Nassau OMB	Ensures sufficient bunk/hotel space for responders and recovery personnel, and assigns housing and sleeping areas to incident personnel
	Responders' Food Unit EOC.FoodUnit@NassauFLEM.com 904-548-0913	NCSO	NCSB, Nassau OMB; Contractor(s)	Determines food and water requirements for each operational period, plans menus, orders food, provides cooking facilities, cooks, serves, maintains food service areas, food security and safety concerns
	Medical Unit EOC.MedUnit@NassauFLEM.com 904-548-0918	NCFR	FBFD, FDOH-Nassau, BMC-Nassau	Responsible for the effective and efficient provision of health and medical care for incident personnel; coordinate with Safety Officer

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Volunteers & Donations ESF-15 EOC.VolReception@NassauFLEM.com EOC.DonationMgt@NassauFLEM.com 904-548-0919	Nassau County Supervisor of Elections	NCEM Volunteer Coordinator, Nassau County Tax Collector Barnabas Center, Salvation Army Hope House; Volunteer FL	Volunteer Reception Center, vetting and accountability, Donations management, assist Unmet Needs Group to match volunteers and resources to community needs
LOGISTICS SECTION CHIEF 548-0945 Support Branch 548-0916	Supplies Unit EOC.SupplyUnit@NassauFLEM.com 904-548-0916	NCSO	Nassau OMB	Order, receive, store, and processes all incident-related resources (personnel, equipment, and consumable supplies)
	Facilities Unit (Center & Ancillary) EOC.EOCFacilitiesUnit@NassauFLEM.com EOCFieldFacilitiesUnit@NassauFLEM.com 904-548-0916 904-548-0920	Nassau County Facilities Maintenance	Nassau County Human Resources, Fernandina Beach Human Resources, Nassau OMB	Acquires, sets-up, maintains, and demobilizes all temporary facilities used for incident management, including the EOC, Joint Information Center, Bunk Houses, feeding areas, hygiene facilities, warehouses/staging areas, points of distribution sites; facilitates maintenance and repair of government-owned fixed-facility assets utilized for Emergency Operations
	Ground Support Unit EOCGroundSupportUnit@NassauFLEM.com 904-548-0920	NCSO	NCSB	Ground transportation; documents vehicle/equipment condition at check-in and check-out; maintenance or repair of incident vehicles and equipment; maintains usage records

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Fuel Supply Management Unit EOC.FuelUnit@NassauFLEM.com 904-548-0921	NCSO	Port Consolidated; Gate Fuel	Ensure prepositioning of fuel supplies and temporary fueling sites; determine burn rates and ensure sufficient supply for incident vehicles and public safety generators (e.g., shelters, traffic signals)
	County Staging Area EOC.CountyStationUnit@NassauFLEM.com 904-548-0917	NCSO	NCFR	Receive, stage, and store requested equipment, supplies, and commodities; warehouse operations
INFORMATION & PLANNING SECTION CHIEF 548-0940	Resource Tracking Unit ESF-7 EOC.ResourceUnit@NassauFLEM.com 904-548-0929	NCEM	NCSO, NCFR, FBFD, FBPD, Nassau County Human Resources	Incident Resource Check-In, Resource tracking and projections, Incident Action Plan writing
	Documentation Unit ESF-5 EOC.DocsUnit@NassauFLEM.com 904-548-0928	NCEM	NCSO, NCFR, FBFD, FBPD, Nassau County Human Resources, Nassau OMB	Document reproduction, maintain all original incident documents
	Situation Unit ESF-5 EOC.SitUnit@NassauFLEM.com 904-548-0935	NCEM	NCSO, NCFR, FBFD, FBPD, Nassau County Human Resources	Monitor and report incident status, resource status, completed and planned operations; provide situational displays; coordinate with PIO and/or JIC
	GIS Mapping Unit ESF-5 EOC.GIS-Maps@NassauFLEM.com 904-548-0940	NCSO	Nassau County Property Appraiser	Provide incident maps for planning and situational displays

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Intelligence Unit ESF-5 EOC.IntelUnit@NassauFLEM.com 904-548-0940	NCSO	FBPD, FDLE, FBI	Investigate and Analyze information to determine useful incident intelligence
	Demobilization Unit EOC.DemobUnit@NassauFLEM.com 904-548-0932	NCEM	NCSO, NCFR, FBFD, FBPD, Nassau Human Resources, Nassau OMB	Accountable for safe return of incident assets and personnel to home agencies
	Technical Specialists (as needed)	Incident-dependent	Meteorologist (IMET), Fire Behavior, Epidemiologist	Provide subject matter expertise; forecast incident weather that may impact operations, etc.
FINANCE & ADMIN SECTION CHIEF 548-0946	Procurement ESF-7 EOC.ProcurUnit@NassauFLEM.com 904-548-1307	Nassau OMB	County Clerk-Finances, CoFB Clerk, NCSO, NCFR, NCSB, FBPD, FBFD	Coordinate with Logistics' Supply Unit; Address financial matters concerning vendor contracts
	Cost Unit EOC.CostUnit@NassauFLEM.com 904-548-0907	Nassau OMB	Nassau County Clerk-Finances, CoFB Clerk-Finances, NCSO, NCFR, NCSB, FBPD, FBFD	Track all expenditures including those associated with personnel, equipment use, mutual aid costs, supplies, food, facilities; maintain cumulative cost data, analyze cost data and generate cost projections, recommend cost-saving measures
	Time Unit EOC.TimeUnit@NassauFLEM.com 904-548-0907	Nassau OMB	Nassau County Clerk-Finances, CoFB Clerk-Finances, NCSO, NCFR, NCSB, FBPD, FBFD	Record "time worked" for incident personnel and "time used" for incident equipment each operational period

CMS	Function or Group	Primary Responsible Entity	Assisting, and Supporting Entities (not all-inclusive)	Typical Scope of Incident Duties
	Compensation and Claims Unit EOC.ClaimsUnit@NassauFLEM.com 904-548-0907	Nassau OMB	Nassau County Clerk-Finances, CoFB Clerk-Finances, NCSO, NCFR, NCSB, FBPD, FBFD	Coordinate with Safety Officer and Medical Unit Leader to establish procedures for personnel needing medical treatment and analyze costs of injuries; Address and document incident financial concerns resulting from property damage, injuries, or fatalities
	Municipal Response/Recovery Cost Tracking (City/Town F&A) EOC.MFTrackingUnit@NassauFLEM.com 904-548-0924	CoFB OMB, Town of Callahan OMB, Town of Hilliard OMB		Track all incident-related time, expenses, damages, and losses specific to individual government entity
	Stafford Act/Public Assistance EOC.PAUnit@NassauFLEM.com 904-548-0924	Nassau OMB; Contractor Support	Nassau County Clerk-Finances, CoFB Clerk-Finances, NCSO, NCFR, NCSB, FBPD, FBFD	Ensure response/recovery operations are procured, performed, and documented in a manner consistent with the Robert T. Stafford Act as amended, with an emphasis to maximize each jurisdiction's financial reimbursement rate; Jurisdictional requests for Federal Public Assistance; develop projects, scopes of work, requests for proposals; manage grants and contracts; oversee related work

During local disaster activations, descriptions of the emergency support functions and Position-Specific Guidelines are provided to each individual working in the EOC; the NIMS Planning Cycle (see the Operational Planning P, **Figure 15**) is followed and a “Battle Rhythm” is established for meetings and planning activities during each operational period.

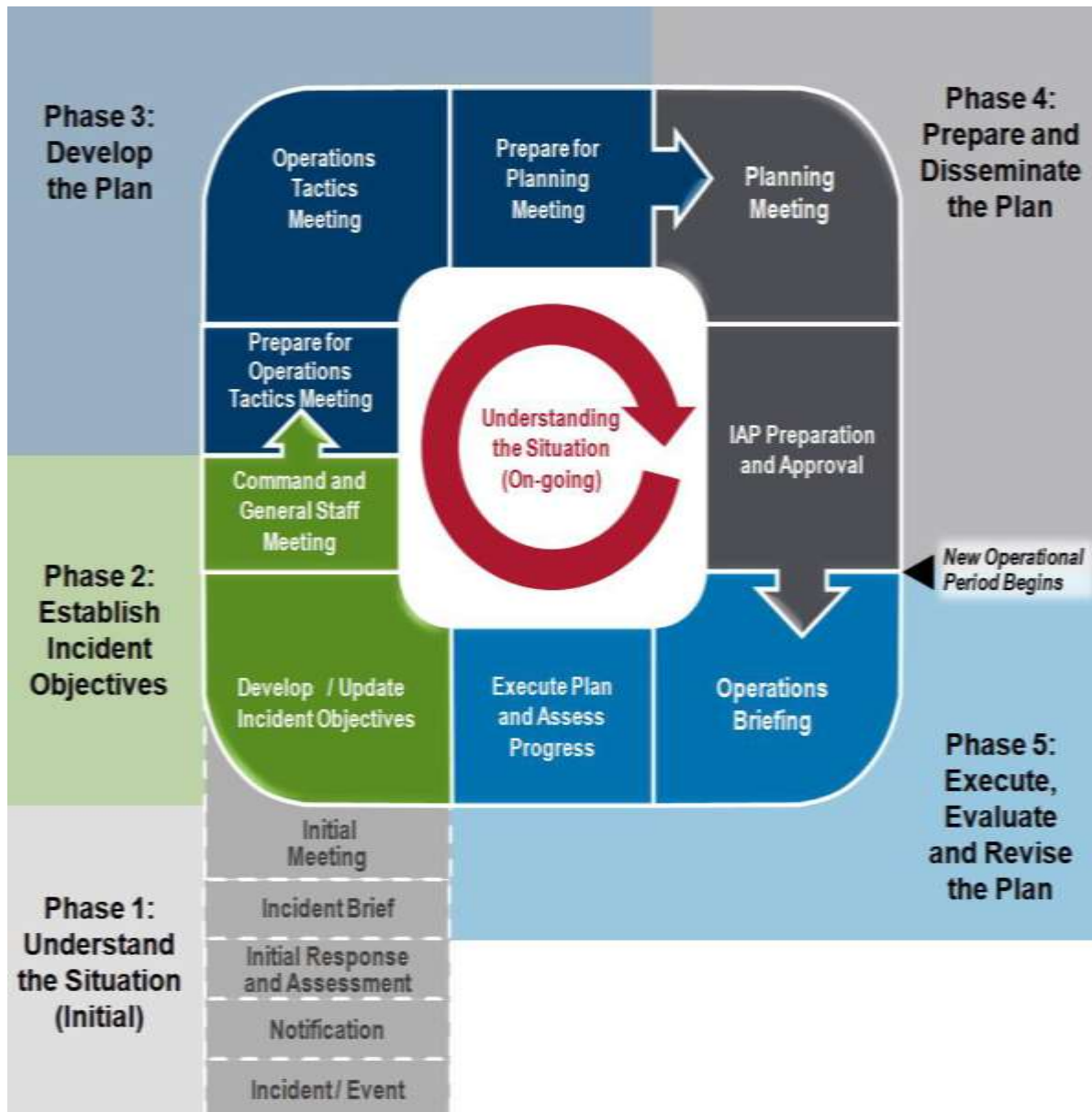


FIGURE 15 – OPERATIONAL “PLANNING P” OR BATTLE RHYTHM

The activated EOC’s organizational structure is hybridized to address NIMS Area Command & Control, the EOC’s Center Management System (CMS), and each of the Incident ESFs recognized by the State of Florida (see the FDEM graphic provided as **Figure 16**). The NCEM *Emergency Operations Center Handbook* provides an overview of the Planning Cycle and what to expect at each phase, position-specific skillset and task guidance for the Command and General Staff, as well as guidance for each of the positions providing incident support.



FIGURE 16 – STATE OF FLORIDA’S EMERGENCY SUPPORT FUNCTIONS AND RESPONSIBLE ENTITIES

TYPICAL DISASTER PREPAREDNESS AND RESPONSE ACTIVITIES

Successful disaster response and initial post-disaster recovery depend upon a collaborative and inclusive pre-disaster planning process (see **Figure 2**). Preparedness requires the coordination of stakeholders, mitigation of hazard vulnerabilities wherever possible, development of continuity plans, and identification of key recovery resources. Nassau County is party to the Statewide Mutual Aid Agreement (SMAA) and NCEM planning staff is constantly adding to and updating the agency's partner agencies list and resources inventory, and to prepare for Hurricane Season, annually verifies contacts (ideally, three-deep) for key stakeholder entities (i.e. those that may be involved in disaster response or recovery support; see **Table 2**) Formal training is offered annually to assist these stakeholders with continuity planning, refresh their staff on disaster duties and EOC operations, and educate both management and fiscal staff on the SMAA and other MOA/MOU details. Potential PA-applicant organizations (e.g., Advisory Council members, assisting and cooperating partner-entities in **Table 2** and **Table 10**; see **Figure 17** and **Figure 18** for PA-eligible organization categories) are trained regarding the Public Assistance program, eligibility restrictions, Stafford Act, and 2 CFR part 200 requirements.

Hazards such as tropical cyclones provide time for Emergency Management, partner agencies, stakeholders, and the public to take protective actions and seek shelter prior to impact. Spontaneous disasters, such as tornados or mass casualty incidents, require many of the same activities in a greatly compressed time-frame. Pre-planning and timely communication among all stakeholders are critical functions; NCEM staff coordinates these activities and the EOC serves as the information "hub" before, during, and after hazard impacts. Response, recovery, and mitigation activities related to life safety, public health and welfare, and property protection take place even in undeclared disasters.

PRE-IMPACT

First and foremost, NCEM provides ongoing outreach education, training, and drills to prepare public and private stakeholders to prepare for, respond to, and recover from all-hazards. NCEM utilizes the Everbridge Mass Notification System to alert public safety employees, stakeholders, and citizens to the situation and provide advisory information such as the nature and timing of the anticipated hazard and suggested protective actions (e.g., gathering shelter-in-place supplies, preparing for safe evacuation). Stakeholders are educated on requirements for documenting the pre-impact condition of assets, and the documentation of expenses and damages that will necessary for possible post-disaster assistance. Situational awareness is maintained among stakeholders through NCEM's distributed Situation Reports (SitReps), webpage and social media postings, e-mail, and conference calls. The EMD determines the indicated level of EOC activation and advises local leadership as to the need for additional staffing, a LSE declaration, activation of contingency contracts (e.g., emergency fueling, feeding, etc.), and other preparedness actions described previously.

If mutual aid or other outside resources might be incoming, the Logistics Section Chief may activate the County Staging Area and warehousing capabilities at the Fairgrounds or other

incident-specific site. If emergency evacuations and public sheltering are deemed necessary, multiple agencies will be responsible for the coordinated planning and concurrent operational and support actions including: providing public information; closing government offices and schools; setting up and staffing General, Pet-Friendly, Special Medical Needs, and/or Large Animal Shelters; providing transportation assistance and traffic control; and addressing public health and safety concerns. (See the appropriate Functional and Resource Coordination Plans such as the *Public Information and Warning Annex*, *Evacuation and Re-Entry Annex*, and *Mass Care Annex* for additional guidance and considerations.

DURING IMPACT

Responder health and safety are primary concerns during any disaster operations. Therefore, personnel will not be put into harm's way to perform response operations during unsafe conditions. Emergency calls are "stacked" and EOC staff monitor the situation, evaluate impact reports, prioritize and prepare for post-impact operations, and initiate response activities as soon as it is deemed safely feasible.

POST-IMPACT

Responder health and safety remains a high priority, while also giving high priority to immediate threats to life, public health, safety, and welfare; pushing disaster-generated debris from the county rights-of-way to permit safe passage (i.e. first push, cut and toss); and eliminating immediate threats of significant damage to county property or facilities. Initial impressions of sustained damage will be collected for situational awareness via "windshield assessments" performed by field observers once Search-and-Rescue (SAR) operations are conducted and urban/suburban/rural "render-safe" procedures are completed. The return of mission-critical personnel (e.g. hospital, public safety, and critical infrastructure staff) to evacuated areas, emergency infrastructure repairs and power restoration operations, and can take place once safe access has been confirmed. This phased process is listed in **Table 4**.

In addition to answering incident-related questions, the EOC's Citizen Information Call Center (CICC, 904-548-0900) takes damage and needs reports from callers and routes them to the appropriate function (e.g., Recovery Branch, Infrastructure Branch). Preliminary Damage Assessment (PDA) of the impact zone, re-entry of the public into evacuated areas, unmet needs assessments, bulk distribution of essential commodities (e.g., drinking water), and the collection and removal of disaster-generated debris shall begin as soon as safely feasible. Results of the assessments are used to prioritize response and recovery actions and are reported to the State during daily conference calls and established electronic incident documentation processes.

The County Manager shall leverage all County Department resources to address infrastructure recovery and citizens' unmet needs concerning disaster clean-up, emergency financial assistance, and social services; make transitional and long-term housing provisions for displaced residents; and commence restoration of the community's economic stability and resilience capabilities (e.g., supporting local commerce and tourism, issuing timely re-building permits

with mitigation measures in mind). This may include rezoning, expediting permitting and inspection processes, exercising contingency contracts, developing recovery projects' scopes of work, writing and submitting grant applications, facilitating applications for disaster loans and other State and Federal Aid programs, and eventually managing and closing out recovery projects.

TABLE 4 – PHASED INCIDENT RESPONSE

Response Phase	Expected Actions	Desired Outcomes
Immediate Emergency Response & Render-Safe	• Law Enforcement secures perimeter of impact zone • First Responders and equipment return to impact-area • “First Push” to clear main roads • Identify and evaluate threats to health and safety; windshield assessments • Conduct Search and Rescue	• Emergency vehicles have access to areas within the impact zone • Immediate health and safety hazards are contained or stabilized • Trapped, injured, or ill are rescued and given medical care • All disaster-related activities, hours worked, and expenses are documented
Preliminary Damage Assessment (PDA)	• Debris collection and monitoring begin • Utility Company responders deploy • Hospital assessment teams deploy • PDA Teams deploy into impacted areas	• Debris management operations underway • Power restoration underway • Re-establish basic emergency medical services and fire protection services • PDAs provide an overview of sustained damage
Restoration of Services	• Emergency Shelters close • Hospital re-populates • Disaster assistance, water, and food are provided to survivors as needed • Volunteers get matched with projects to address unmet needs • Business owners/operators and Residents return	• Healthcare providers resume operations • Utilities come back on line • Transitional shelters open for those who cannot return home • Property clean-up underway • Supplies become available through normal commerce
Recovery and Mitigation	• Emergency Disaster Assistance ends • Volunteers are matched with projects to address unmet needs • Businesses re-open • Residents begin repairs/rebuilding • Grant applications are written/submitted for long-term recovery/redevelopment assistance	• Critical infrastructure and key resources are restored and available to support long-term recovery operations • Long-term recovery facilities in place • Fresh food, fuel, and other retail commodities are available • Rebuilding efforts mitigate future losses

PRELIMINARY DAMAGE ASSESSMENT

A formal Preliminary Damage Assessment (PDA) of public infrastructure is necessary to request a post-disaster Presidential Emergency or Major Disaster Declaration and apply for Public Assistance (PA) funds to support the costs of emergency response operations and critical infrastructure repairs. The PDA shall be initiated by fire/rescue and law enforcement windshield assessments, followed by the Building Official's impact assessment of individual structure as soon as it is safe to commence. PDAs shall be conducted in accordance with FEMA's *Damage Assessment Operations Manual* (www.fema.gov/media-library/assets/documents/109040) and will denote the number of structures in each damage category (i.e. affected, minor, major, or destroyed). These data are compiled and analyzed through the EOC and essential information is relayed to the State via WebEOC® and joint conference calls. The Property Appraiser's Office shall follow the PDA with value assessments of the damages to public and private structures; NCEM has purchased and trained personnel on the use of web-based damage assessment software (i.e. IDAMS™) to facilitate the PDA and damage value assessment processes. If indicated by the extent of the hazard's impact, the EMD may direct EOC staff to submit a State Mission Request for "Joint PDA Teams", comprised of County, State, and Federal assessors. These teams are coordinated through the EOC under direction of the EMD.

REQUESTS FOR PUBLIC ASSISTANCE

If the magnitude of an incident's impact is likely to exceed local recovery capabilities, the collected PDA data, combined with documented expenses for "eligible costs," are used to support a request for a Presidential Emergency or Major Disaster Declaration and subsequent Public Assistance (PA) requests for supplemental response, recovery, and redevelopment funds. Eligible costs are broken down per 44 CFR 204.42 into these categories:

- Pre-positioning costs
- Mobilization and demobilization
- Travel and per diem costs
- Labor costs
- Equipment and supplies
- Emergency work
- Fires on co-mingled State/Federal land
- Temporary repair of damage caused by firefighting activities

All entities that might be eligible to submit PA requests must be involved in the PDA process and damage value assessments, and as such the leadership or delegates of affected entities are included in all post-disaster assessment and applicant meetings and discussions. NCEM and Advisory Council members update local "potential PA applicant" entities' contact information annually before the start of hurricane season. The "eligible applicants," also responsible for implementing repairs and redevelopment that incorporate mitigation measures, include:

- Local Governments (i.e. counties, municipalities, school districts, local public authorities, and special districts established under State law; see **Figure 17**)
- Private Non-Profit (PNP) tax-exempt organizations that provide a critical service (i.e. education, utility, emergency, or medical) or a non-critical, but essential, governmental service open to the public; see **Figure 18**

To be considered eligible, a PNP applicant must also have a regularly maintained “qualified” facility, building, works, system, or equipment open to the public; or an improved/enhanced natural feature, such as a realigned channel or a terraced slope, which is maintained on a regular schedule to ensure it performs as designed. Damaged unimproved property (e.g., hillside, natural channel bank, marsh, forest) is not eligible for PA.

PNP ELIGIBLE CRITICAL SERVICES	
EDUCATION • Primary or secondary education as determined under State law and provided in a day or residential school, including parochial schools, OR • Higher-education institutions that meet all of the following criteria: ○ Admit students or persons having a high school diploma or equivalent; ○ Are legally authorized to provide education beyond a secondary level; ○ Award a bachelor’s degree or a 2-year degree that is acceptable as full credit toward a bachelor’s degree or provides at least a 1-year training program to prepare students for gainful employment in a recognized occupation; and ○ Are accredited by a nationally recognized agency or association (as determined by the Secretary of Education).	MEDICAL • Emergency medical care (diagnosis or treatment of mental or physical injury or disease) provided in: ○ Clinics ○ Facilities that provide in-patient care for convalescent or chronic disease patients ○ Hospices and nursing homes ○ Hospitals and related facilities, including: ➢ Central service facilities operated in connection with hospitals ➢ Extended-care facilities ➢ Facilities related to programs for home-health services ➢ Laboratories ➢ Self-care units ➢ Storage, administration, and record areas ○ Long-term care facilities ○ Outpatient facilities ○ Rehabilitation centers that provide medical care
UTILITY • Communications transmission and switching, and distribution of telecommunications traffic • Electric power generation, transmission, and distribution. • Irrigation to provide water for drinking water supply, fire suppression, or electricity generation • Sewer and wastewater collection, transmission, and treatment • Water treatment, transmission, and distribution by a water company supplying municipal water	EMERGENCY SERVICES • Ambulance • Fire protection • Rescue
Administrative and support buildings essential to the operation of PNP critical services are eligible facilities.	

FIGURE 17 – PA-ELIGIBLE CRITICAL PNP SERVICES AND FACILITIES

PNP ELIGIBLE NON CRITICAL, ESSENTIAL GOVERNMENTAL TYPE SERVICES	
Community centers established and primarily used for the purpose of offering the following services (or similar) to the community at large: • Art services authorized by a State, Territorial, Tribal, or local government, including, but not limited to: ○ Arts administration ○ Art classes ○ Management of public arts festivals ○ Performing arts classes • Educational enrichment activities that are not vocational, academic, or professional training; examples include hobby or at-home pursuits, such as: ○ Car care ○ Ceramics ○ Gardening ○ Personal financial and tax planning ○ Sewing ○ Stamp and coin collecting • Multi-purpose arts programming • Senior citizen projects, rehabilitation programs, community clean-up projects, blood drives, local government meetings, and similar activities • Services and activities intended to serve a specific group of individuals (e.g., women, African-Americans, or teenagers) provided the facility is otherwise available to the public on a non-discriminatory basis • Activities to pursue items of mutual interest or concern or social engagement, such as: ○ Community board meetings ○ Neighborhood barbecues ○ Various social functions of community groups • Youth and senior citizen group meetings • Activities of community centers or houses of worship open to the general public, without regard to their secular or religious nature	• Child care • Day care for individuals with disabilities or access and functional needs (for example, those with Alzheimer's disease, autism, muscular dystrophy) • Food assistance programs • Health and safety services • Homeless shelters • Libraries • Low-income housing (as defined by Federal, State, Territorial, Tribal, or local law or regulation) • Museums: ○ Constructed, manufactured, or converted with a primary purpose of preserving and exhibiting a documented collection of artistic, historic, scientific, or other objects ○ Buildings, associated facilities, fixed facilities, and equipment primarily used for the preservation or exhibition of the collection, including: ➢ Permanent infrastructure, such as walkways and driveways of outdoor museum-type exhibition areas ➢ Historic buildings, such as barns and other outbuildings, intended for the preservation and exhibition of historical artifacts within a defined area ➢ Permanent facilities and equipment that are part of arboreta and botanical gardens ➢ Infrastructure, such as utilities, and administrative facilities necessary for support ○ The grounds at museums and historic sites are not eligible. ○ Open natural areas/features or entities that promote the preservation/conservation of such areas are not eligible. • Residential and other services for battered spouses • Residential services for individuals with disabilities • Senior citizen centers • Shelter workshops that create products using the skills of individuals with disabilities • Zoos • Performing arts centers with a primary purpose of producing, facilitating, or presenting live performances, including: ○ Construction of production materials ○ Creation of artistic works or productions ○ Design ○ Professional training ○ Public education ○ Rehearsals • Public broadcasting that monitors, receives, and distributes communication from the Emergency Alert System
Facilities that do not provide medical care, but do provide: • Alcohol and drug treatment • Assisted living • Custodial care, even if the facility is not open to the general public (including essential administration and support facilities) • Rehabilitation	

FIGURE 18 – PA-ELIGIBLE ESSENTIAL GOVERNMENTAL-TYPE SERVICES

Once a Presidential Emergency or Major Disaster Declaration is made based upon the PDA information, the PA application process illustrated in **Figure 19** (on the following page) can begin. The PA “Applicant Briefing,” conducted by the assigned FEMA Program Delivery Manager and State Recovery experts, is attended by the EMD, County Manager, Director of the County’s OMB, and leadership for the affected municipalities and other eligible applicant organizations, based upon incident impact and response circumstances. If approved, the PA application process can proceed with a “Kick-off Meeting” among the eligible local applicants, State, and Federal representatives to discuss detailed damage and value reports, the development of specific projects, scopes of work, and cost estimates that will be used by FEMA to determine their obligation of grant funds.

Federal *Household and Individual Assistance* might be available for eligible citizens post-disaster. Applications for federal assistance must be made directly by the individuals, but the County’s Planning and Economic Opportunity Department (NCP&EO) shall contribute data to support the Individual Assistance (IA) declaration. The NCP&EO shall also facilitate community recovery by assisting residents with the application processes for Small Business Administration (SBA) loans, the Households and Individuals Program (HIP), as well as other opportunities for recovery and redevelopment support.

With the county and municipality leaders’ concurrence, the EMD may submit a Mission Request to the State to have one or more Disaster Recovery Centers (DRCs) opened in disaster-impacted areas. The DRC is a readily accessible facility or mobile office where survivors can go and speak directly to representatives from FEMA, the SBA, FDEM, and other agencies (e.g., disaster legal and unemployment services, crisis counseling) to get/verify information and receive individualized help applying for the appropriate available disaster assistance programs. Potential sites (i.e. facilities designed for congregate activities) for fixed-facility DRCs meeting FEMA’s minimum site requirements have been identified by NCEM, but the ultimate location of a DRC is incident-dependent and shall be decided by consensus of the EMD, County Manager, and leadership of the affected municipalities. If additional support is needed for DRC operations (e.g., security or traffic management personnel) volunteers and other supplemental resources can be sourced through the EOC.

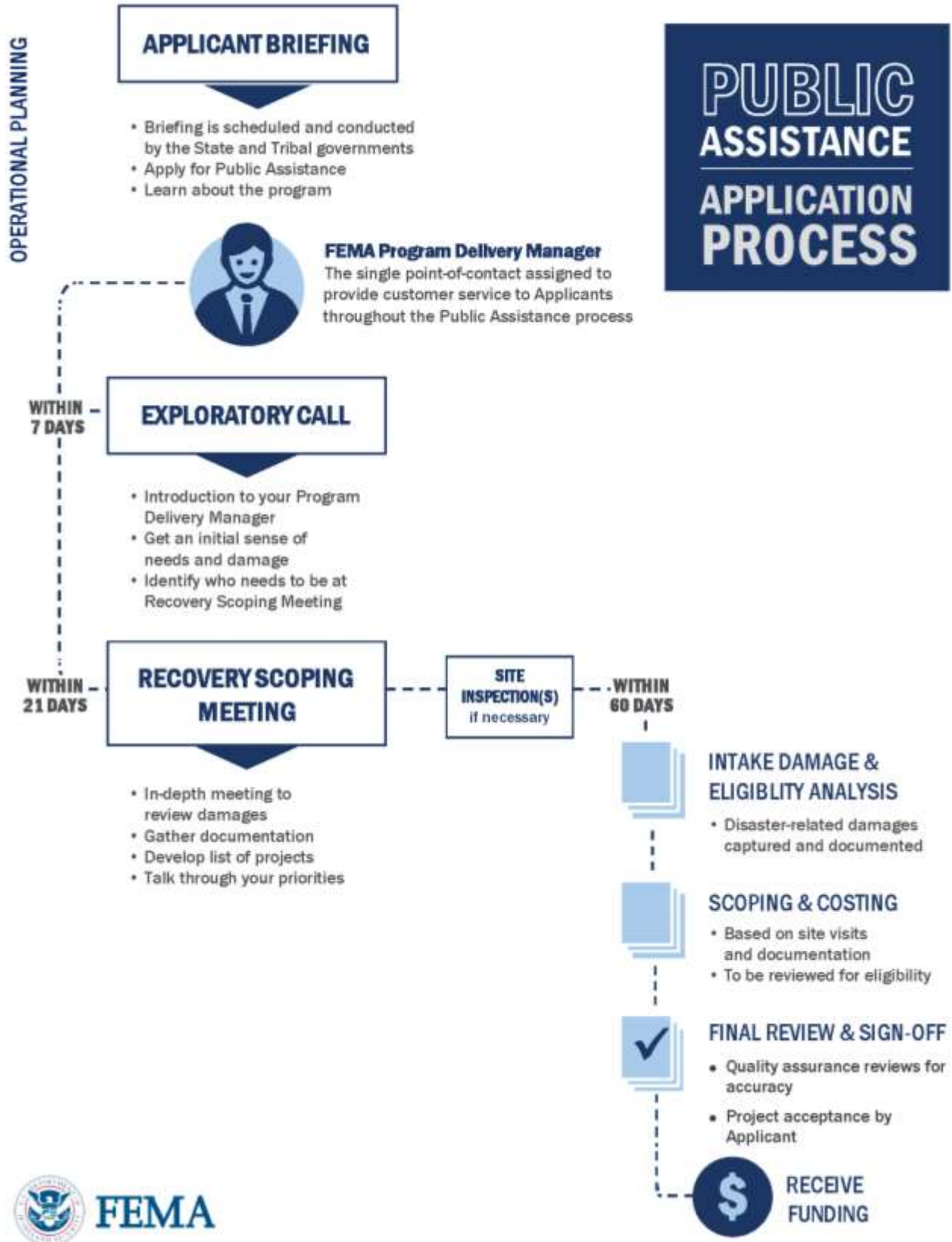


FIGURE 19 – PA APPLICATION PROCESS FLOW

PUBLIC SAFETY FACILITIES AND RESOURCES

THE EMERGENCY OPERATIONS CENTER

Located in the *Robert Foster Justice Center's Nassau County Public Safety Complex* at **77150 Citizens Circle** (USNG 17R MP 3938 8672), the EOC is the hub for daily emergency management operations, preparedness planning, training, exercise, and mitigation activities, as well as coordination of all disaster response and recovery operations for the jurisdiction. The facility is secured with electronic badge access; it is conjoined with, but separate from, the county's Consolidated Emergency Dispatch 911 Call Center (77100 Citizens Circle) and Civil/Warrants Building (77050 Citizens Circle) which are staffed with NCSO personnel. Also located on the Justice Center campus are Nassau County's Court House, the jurisdiction's only detention center (with a maximum **capacity of 300 inmates**), and the NCSO Administration building (77151 Citizens Circle).

The EOC building has two small conference rooms, office space for the full-time staff, men's and women's restrooms with a shower in each, a small kitchen, and two offices that can quickly convert to accommodate up to four stations each to create a four- or eight-line Citizen Information Call Center (CICC; phone number **904-548-0900**); limited parking and no sleeping quarters are available. The EOC-proper (a.k.a. the "war room") has audio-visual projection capabilities and computer workstations with phone lines that can accommodate up to 72 people filling emergency command, control, and support roles during disaster operations or participating in training and exercise events. Supplies to support routine operations and initial activation are maintained in the EOC and its ancillary storage unit.

A map and description of local public safety first response resources is provided in **Figure 20**. These assets are dispatched and tracked through the Consolidated Emergency Dispatch 911 Call Center using the "New World" computer-aided dispatch (CAD) system. NCEM maintains a small inadequate cache of deployable emergency shelter equipment and the NC-ARES communications trailer in a secure facility at **97047 Pirates Way** off of Blackrock Rd in Yulee.

In the event a local incident requires increased capacity or capabilities exceeding those within the county, Nassau maintains standing Mutual Aid Agreements (MAA) with neighboring jurisdictions for emergency law enforcement and fire rescue resource support. During a declared LSE, additional assets may be requested through the EOC which will either follow existing emergency procurement procedures to obtain them through local vendors or existing contracts, or requisition them via the State Emergency Operations Center's established Mutual Aid or Vendor-Contract resource request processes (refer to NCEM's *Logistics and Resource Management Annex* for details, the ICS-213RR Resource Request form, and SMAA request process and forms, and Mutual Aid response procedures). During an emergency, the State EOC may send "mission requests" via WebEOC® to be filled by counties able to do so. Counties agreeing to fulfill State missions may provide personnel and/or equipment resources; documented expenses are reimbursed through FDEM.

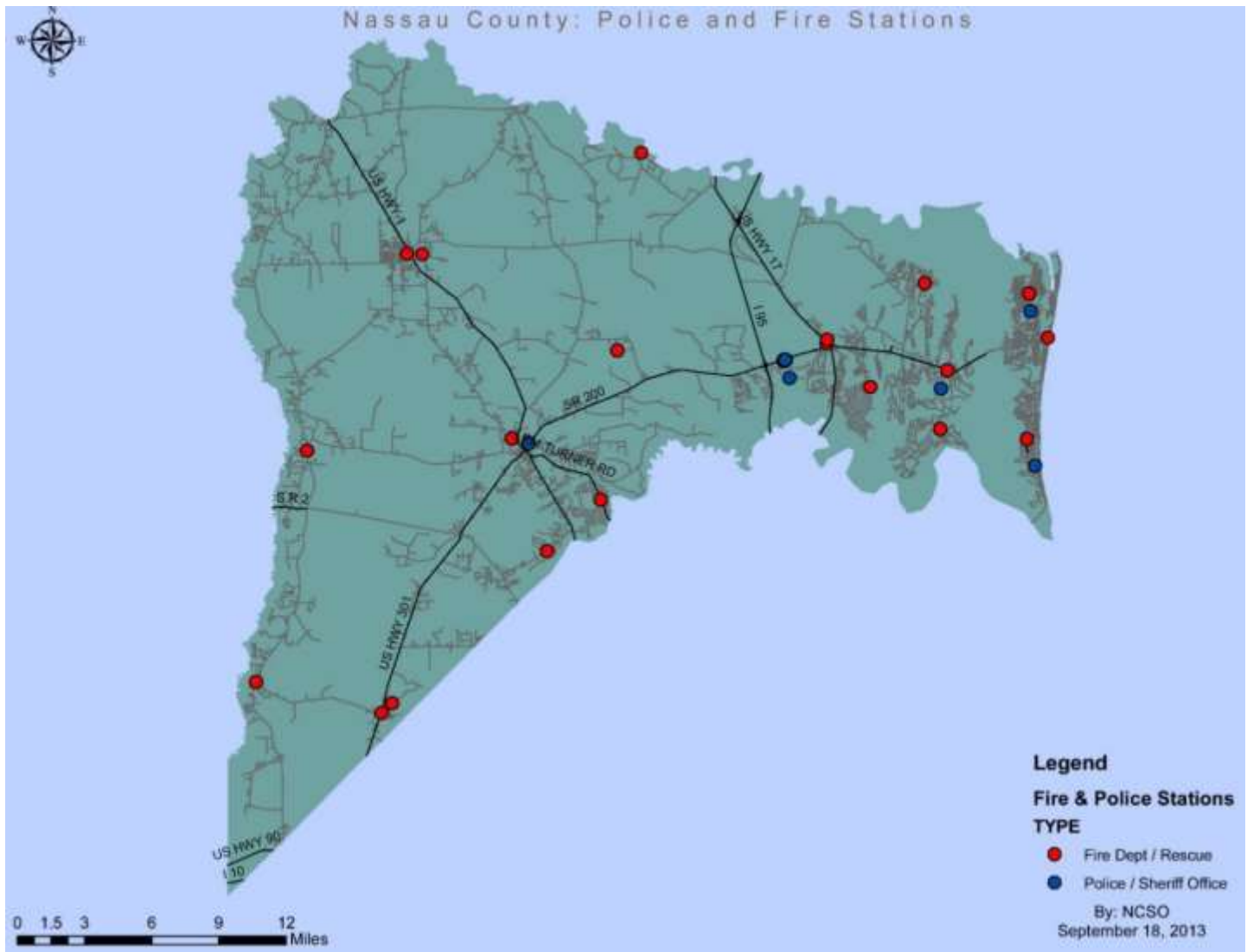


FIGURE 20 – MAP OF LAW ENFORCEMENT AND FIRE RESCUE STATIONS

RESOURCE STAGING SITES

Supplemental disaster response resources must have a secure location for delivery/check-in and staging prior to their deployment during a disaster response. Nassau County has identified a primary resource staging area at the **NE FL Fairgrounds, 543478 US Hwy 1, Callahan**, a Nassau County School District (NCSO) property leased long-term by the NE Florida Fair Association (see **Figure 21**). One of the NCSO bus depots/maintenance lots, located directly adjacent to the Fairgrounds, can be used for staging and ground support for incident vehicles. During a LSE, Command may designate additional resource staging locations as needed based upon incident conditions and needs.

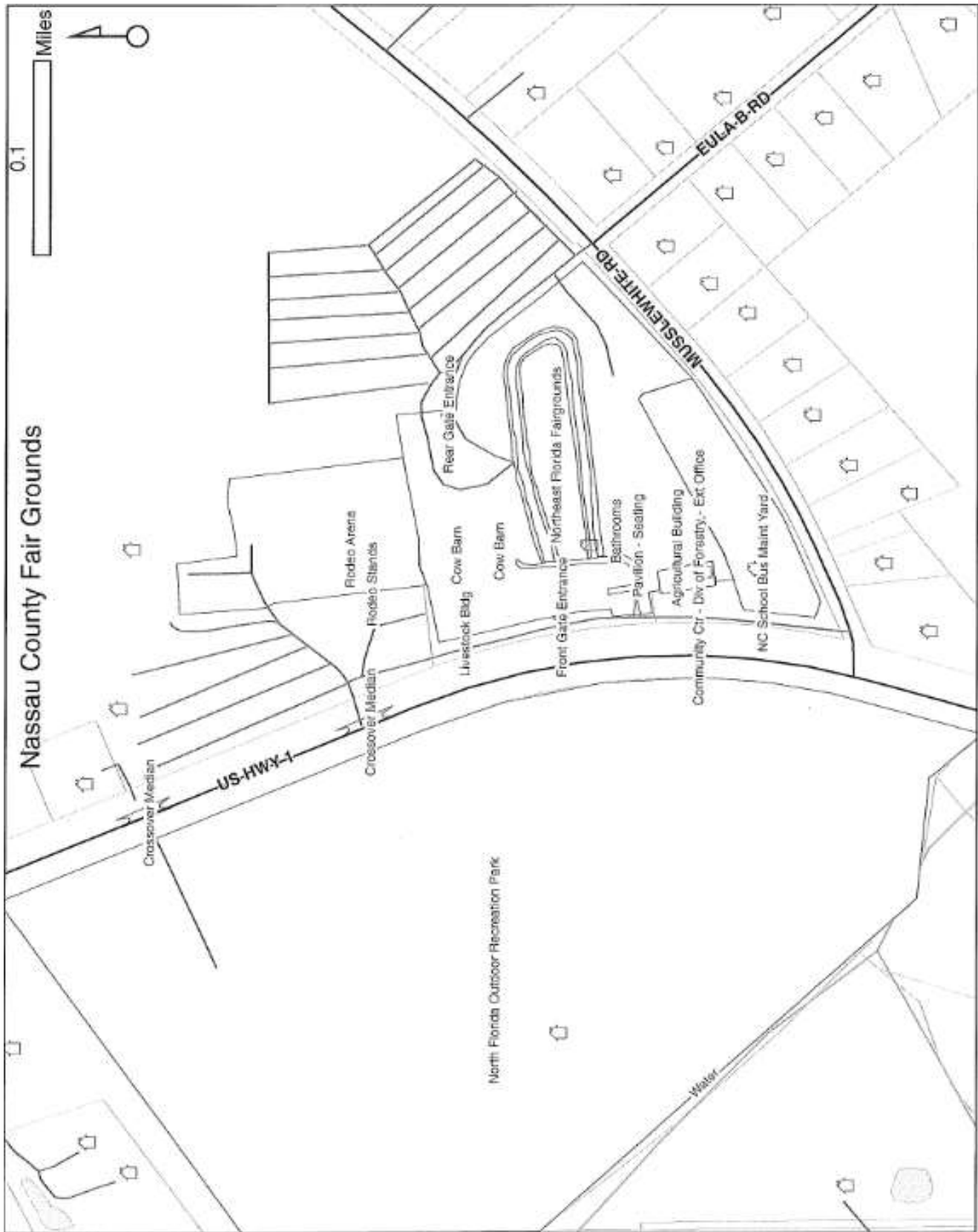


FIGURE 21 – NE FL FAIRGROUNDS IN CALLAHAN

NCEM and FDEM use the web-based incident status and resource management tool **WebEOC®** to help document response operations. Users log into the system under the active incident as the position they are filling during a given operational period. The system assigns a time-stamp to the sign-in, operational log entries, incident status updates, resource requests, and sign-out actions, creating a detailed record of all operational “actions, agreements, and accidents”. The system also allows tracking and display of county “essential elements of information” (EEI, detailed later in this CEMP), regional and state-wide road closures, weather conditions, shelter population status, significant events, and resources requested for operational support. WebEOC® also facilitates Incident Action Planning, Situation Reports, and Media Releases with fillable ICS forms, basic mapping capabilities, file libraries, and customizable position-specific checklists. As of 2018 the WebEOC® system will also be used to track reports and resolutions of unmet needs and communicate mission and resource requests to the State EOC.

LAW ENFORCEMENT

The Fernandina Beach Police Department (FBPD) has jurisdiction within the city’s boundaries. Law enforcement operations in unincorporated Nassau, the Town of Callahan, and Town of Hilliard are carried out by NCSO personnel. Reciprocity/mutual aid understandings exist between the NCSO and FBPD, and both agencies are dispatched through the Consolidated Emergency Dispatch 911 Call Center. Both law enforcement agencies provide 24-hour service and protection to the public, and staffs are supplemented by their dedicated cadres of trained auxiliary personnel. Law Enforcement facility locations are provided in **Table 5**.

NCSO “blue skies” patrol is broken down into East Patrol and West Patrol sectors, delineated at Griffin Rd on SR-200. The sectors are jointly covered by a patrol squad consisting of ten deputies assigned to individual zones. There are four squads covering all “watches”, two rotating day squads and two rotating evening squads. The patrol squads are assigned one K-9 which is centrally located in the County for calls for service to each sector. Each dayshift has two deputies, who in addition to having patrol vehicles and performing patrol functions, are assigned police motorcycles. Two sergeants are assigned to oversee each sector, and a lieutenant is assigned as “Watch Commander” responsible for the entire jurisdiction. An overview of local law enforcement assets is maintained in the NCEM Logistical Resources Database.

TABLE 5 – LAW ENFORCEMENT FACILITIES

Identifier	Address	Telephone #	Operated By
FB Police Department	1525 Lime St Fernandina Beach	904-277-7342	City of Fernandina Beach
NCSO Administration	76001 Citizens Cir Yulee 32097	904-548-4069 855-725-2630	Nassau County SO

Identifier	Address	Telephone #	Operated By
Consolidated Emergency Dispatch 911 Call Center	77050 Citizens Cir Yulee 32097	911; 904-548-4022 904-225-5174 904-548-4009 855-725-2632	Nassau County SO
NCSO Agricultural and Marine Unit	76001 Citizens Cir Yulee 32097	904-548-4028	Nassau County SO
NCSO Callahan Sub-Station	542198 US Hwy 1 Callahan 32011	911; 855-725-2632	Nassau County SO
NCSO Hilliard Sub-Station	15879 CR 108 Hilliard 32046	911; 855-725-2632	Nassau County SO
Nassau County Jail	76212 Nicholas Cutinha Dr Yulee 32097	904-548-4002 855-725-2631	Nassau County SO

FIRE SUPPRESSION AND EMERGENCY RESCUE

Two professional fire departments operate within the jurisdiction. Nassau County Fire Rescue (NCFR) Head Quarters (HQ) is located at **96160 Nassau Place** in Yulee, phone number **904-530-6600** or toll-free **855-305-3905**; Fernandina Beach Fire Department (FBFD) HQ administration offices are in City Hall at **204 Ash Street**, phone number **904-277-7331**; the FBFD Fire Marshal is located at **516 South 10th Street**, phone number **904-310-3150**.

Ninety-nine NCFR personnel at seven stations are responsible for all brush and structure fire suppression, hazardous material spills, and emergency medical calls over nearly 650 sq. mi. of mainland and unincorporated Amelia Island. FBFD handles the City of Fernandina Beach's fire and medical emergencies and ocean rescue operations. NCFR personnel resources include two administrative support personnel, the Fire Chief and Assistant Chief, a Fire Prevention Officer and Logistics Officer, three Battalion Chiefs, 24 Lieutenants, 48 Engineers, and 21 Firefighters. Ninety-three NCFR personnel are certified Paramedics, five are Emergency Medical Technicians (EMTs), and the department is training and equipping a local Special Hazards Operations Team (SHOT).

FBFD personnel resources include one administrative support person, the Fire Chief, a Deputy Chief/Fire Marshal, a Deputy Chief for Emergency Medical Services (EMS), three Captains, three Lieutenants, six Driver/Operators, and 18 Firefighters. Thirty of these personnel are certified Paramedics, three are EMTs, and one team has been trained, equipped, and certified for high angle and confined space rescues. An overview of local Fire Rescue apparatus is provided in **Table 6**; details are maintained in the electronic *NCEM Logistical Resources Database*.

TABLE 6 – FIRE RESCUE FACILITIES AND APPARATUS

Identifier	Address	Telephone #	Normally On-Site	Operated By
City Station 1	225 S 14 th St Fernandina Beach 32034	904-277-7331	Engine and Rescue vehicles	FBFD
City Station 2	2800 John Robas Rd Fernandina Beach 32034	904-277-7337	Engine and Rescue vehicles	FBFD
Station 20	5518 First Coast Hwy South Amelia Is. 32034	904-530-6620	Engine, Rescue, 95' Tower, and Beach Utility vehicles	NCFR
Station 30	86028 Pages Dairy Rd Yulee 32097	904-530-6630	Engine and Rescue vehicles	NCFR
Station 40	37230 Pea Farm Rd Hilliard 32046	904-530-6640	Batt-1 Engine, Rescue, and Water Tender vehicles	NCFR
Station 50	542310 US Hwy 1 Callahan 32011	904-530-6650	Engine and Rescue vehicles	NCFR
Station 60	8291 US Hwy 301 Bryceville 32009	904-548-4876	Engine, Rescue, and Brush vehicles	NCFR
Station 70	96031 Pine Grove Rd O'Neil 32034	904-530-6670	Engine and Rescue vehicles	NCFR
Station 90	3195 SR 2 (River Rd) Hilliard 32046	904-530-6590	Engine, Rescue, and Brush vehicles	NCFR
<i>Station pending</i>	<i>Edwards Rd</i>			NCFR
<i>Station pending</i>	<i>Heron Isles</i>			NCFR
<i>Station pending</i>	<i>Wildlight Development</i>			NCFR

PUBLIC HEALTH AND MEDICAL CARE RESOURCES

One **52-bed hospital** with limited emergency department and two urgent-care facilities serve the population of Nassau County. Trauma patients are transported to facilities in Jacksonville that can provide advanced trauma life support. Yulee, the Town of Callahan, and the City of Fernandina Beach each have two funeral homes providing mortuary services. As of December 2016, there were 133 Physicians, 34 Physician Assistants, 103 ARNPs, 1028 RNs, 198 LPNs, 177 Paramedics, 115 Emergency Medical Technicians, 78 Pharmacists, and 38 Dentists listed in the FDOH Medical Quality Assurance database as having active licenses in Nassau County.

In addition to the private medical and healthcare providers in Nassau, the Florida Department of Health in Nassau County (FDOH-Nassau) has a number of facilities which serve a variety of public health and welfare needs in the County (see **Table 7**). FDOH-Nassau staff provides family planning services, school health care, adult primary care and cancer detection, dental clinical care, wellness care, childhood and adult vaccinations, communicable disease testing (e.g., HIV, STDs, TB), pregnancy testing, well-baby checks and nutritional assistance for women, infants, and children (WIC); conducts epidemiological surveillance and investigations, arbovirus surveillance, rabies surveillance, inspections for the County's ten mobile home parks, on-site sewage disposal inspections, and testing of public pools, spas, beach water, and wells.

TABLE 7 – PUBLIC HEALTH AND EMERGENCY HEALTHCARE FACILITIES

Name	Address	Phone #
FDOH-Nassau Administration and Infectious Disease Services	30 S 4 th St Fernandina Beach 32034	904-875-6100 877-580-4784
FDOH-Nassau Callahan Clinic – Wellness Services	45377 Mickler St Callahan 32011	904-320-6010
FDOH-Nassau Fernandina Beach Clinic – Wellness Services	1620 Nectarine St Fernandina Beach 32034	904-557-9130
FDOH-Nassau Hilliard Clinic – Clinical, Dental, Nutrition, and Wellness Services	37203 Pecan St Hilliard 32046	904-320-6020
FDOH-Nassau Yulee Clinic – Clinical, Nutrition, and Wellness Services	86014 Pages Dairy Rd Yulee 32097	904-875-6110
FDOH-Nassau Yulee Dental Clinic	86207 Felmor Rd Yulee 32097	904-875-6090
FDOH-Nassau Environmental Health Services (Group Care, Food Hygiene, Drinking Water, Biomedical Waste)	96135 Nassau Pl, Suite B Yulee 32097	904-557-9150
Baptist Medical Center-Nassau	1250 S 18 th St Fernandina Beach 32034	904-321-3500
Amelia Urgent Care	96279 Brady Point Rd Fernandina Beach 32034	904-321-0088
Care Spot Urgent Care	463941 East SR-200 Yulee 32097	904-572-1959

During activations of the EOC, Public Health and Medical Issues are handled by FDOH-Nassau. In those incidents requiring emergency shelter operations, FDOH-Nassau is responsible for the

management, staffing, and operation of the County's Special Needs Shelter(s) (SpNS). The agency also maintains and exercises their own SpNS operations plan, equipment, and supplies.

Community residents who are medically dependent on electricity or without personal transportation and who plan to utilize public shelter facilities during an emergency are eligible for Special Needs assistance. Both NCEM and FDOH-Nassau constantly communicate to the public the need to enroll in the Statewide/County Special Needs Registry annually. Information and links to the registration site are provided on the agencies' websites and printed preparedness guides, and NCEM sends direct mail reminders to the prior year's registrants at the beginning of each calendar year. Residents without internet access can have a friend or family member register for them, or call the EOC, FDOH-Nassau, or even the Nassau County Council on Aging for help registering.

FDOH-Nassau nursing staff annually reviews **approximately 300** local applications to the FL Special Needs Registry to ensure each individual is suited to the level of assistance available in a Special (Medical) Needs Shelter. Upon the decision to order an evacuation, FDOH-Nassau organizes a "call down" of all registrants to verify their need for space in the Special Medical Needs Shelter and/or transportation assistance to a public "at-risk" shelter. This personal communication helps identify resource needs for shelter operations and transportation schedules, and provides an opportunity for staff to explain what registrants can expect at the shelter, remind them to take personal necessities (i.e., equipment, supplies, and pets) with them, and answer their last-minute questions.

NOTE: With only 20 FDOH-Nassau healthcare professionals available locally to staff the SpNS and no local Medical Reserve Corps, supplemental healthcare staff will have to be requested immediately to ensure adequate staffing for emergency operations lasting more than 72 hours.

ANIMAL CARE AND CONTROL SERVICES

Nassau County Animal Services (NCAS), at **86078 License Rd** off of SR-200 on the east side of the county, is responsible for animal-related public safety. Animal Control Officers can be reached at **904-530-6150** or toll-free at **855-242-6964**, and after hours through NCSO at 904-225-0331. The NCAS Director or delegate is the Small Animal Issues lead during emergencies and will manage the animal component of "Pet Friendly" emergency shelter operations. NCAS has small animal boarding facilities and transport vehicles for small animals, trained animal control officers, a staff veterinarian, and animal care technicians. Additionally, ten private veterinary practices, including two mobile veterinary clinics, operate within the county.

Nassau County Humane Society (NCHS) at **639 Airport Rd** in Fernandina Beach also has small animal care resources, a boarding facility, and animal care technicians that provide animal control services within the City of Fernandina Beach. NCHS (**904-321-1647**) personnel might assist during emergencies, although their location on Amelia Island means that their first priority during evacuations of Zone A will be relocation of their on-site animals and supplies to an alternate facility inland.

During emergencies involving large animals or livestock, appropriate resources may be obtained through the University of Florida's Institute for Food & Agricultural Sciences (UF-IFAS) **County Extension Office** at **86026 Pages Dairy Rd** next to Fire Station 30 in Yulee (**904-530-6350**) or **543350 US Hwy 1** on the NE FL Fairgrounds in Callahan (**904-530-6353**), which has access to local transportation and containment assets as well as the FL State Agricultural Response Team's (FL-SART) regional assets. While no wind-rated facility has been identified to shelter large animals during storm evacuations, the Animal Issues Group (Emergency Support Function 17), led by Nassau County Animal Services, can establish a large animal shelter at the NE FL Fairgrounds following a storm's impact or for non-wind-event emergencies such as wildfire.

COUNTY VEHICLE FUELING

It is the responsibility of all Nassau County and municipal government entities to ensure that all of their fleet vehicles, back-up generators, and other types of equipment are completely fueled prior to impact of impending natural hazards or potential disaster. Several fixed facilities (see **Table 8**) are available for refueling of County-owned and incident-related vehicles. Nassau County School District employs sufficient drivers and mechanics credentialed to transport fuel to temporary fueling sites or power-generator sites (e.g. fuel stations, traffic light generators, critical facilities, shelters) as needed during disaster response.

TABLE 8 – COUNTY FUELING SITES

Location Name	Address	Fuel Type and Storage Capacity
Gene Lasserre Road & Bridge Maintenance Yard	86200 Gene Lasserre Blvd USNG: 17R MP 4650 8896	Gasoline – 2500 Gallons Diesel Fuel – 2500 Gallons
Hilliard / Pea Farm Road Road & Bridge Maintenance Yard	37356 Pea Farm Rd USNG: 17R MP 1299 9533	Gasoline – 2000 Gallons Diesel Fuel – 3000 Gallons
Sheriff's Administration Building Public Safety Complex	77151 Citizens Cir USNG: 17R MP 3934 8671	Gasoline – 5000 Gallons
Callahan School Bus Shop	45015 Musslewhite Rd USNG: 17R MP 2051 8844	Diesel Fuel – 4000 Gallons
Fernandina School Bus Shop	1201 Atlantic Ave USNG: 17R MP 5630 1931	Diesel Fuel – 2000 Gallons
Hilliard School Bus Shop	27637 Ohio St USNG: 17R MP 1081 2957	Diesel Fuel – 2000 Gallons
Yulee School Bus Shop	86260 Goodbread Rd USNG: 17R MP 4187 8967	Gasoline – 10,000 Gallons Diesel Fuel – 10,000 Gallons

ADDITIONAL INCIDENT-SPECIFIC RESOURCES

Local capabilities and resources are limited. Nassau County's disaster management philosophy is to analyze an incident's potential and plan for contingency response missions; a "lean forward" approach to identify and obtain critical assets in advance to avoid having to wait for their arrival when rapid response time is crucial. This may include sourcing equipment or supplies from local vendors to allow for quick procurement or requesting external assets (e.g., mutual aid resources) to be staged for rapid deployment. The Logistics Section's Supply Unit shall fill approved Resource Requests using the most efficient and cost-effective Local Resource, Memorandum of Agreement, Memorandum of Understanding, or Mutual Aid Agreement.

Nassau County is a party to inter-local agreements with neighboring jurisdictions for emergency public safety assistance (i.e. Law Enforcement and Fire/EMS aid), Florida Fire Chiefs and Florida Sheriff's Associations and to Florida's 2018 Statewide Mutual Aid Agreement, all of which include provisions for reimbursement of the assisting party; the State of Florida is a party to the nationwide Emergency Management Assistance Compact between states.

During an incident, the designated Finance Section Chief (i.e. County Manager, Office of Management and Budget Director, or delegate) has responsibility for monitoring expenses and budget projections and working with Command and General Staff to ensure good fiscal stewardship. Nassau's Office of Management and Budget, consistent with the County's consensus, ensures all financial employees receive NIMS/ICS training and provides "Just-in-Time-Training" to those filling roles in the incident's Finance and Administration Section. Nassau County's incident management organization includes a Stafford Act Subject Matter Expert and representation from each of the jurisdiction's three municipalities to ensure that all necessary documentation is completed and fiscal concerns are addressed at all levels. The BOCC has determined that emergency operations will be funded through the County's established "reserves" accounts. Procurement processes shall remain in compliance with the Nassau BOCC's current **Resolution Updating Financial Policies** (i.e. 2016-131) and Federal regulations as described in **2 CFR, Part 200**; details and justification (i.e. kind and type, source, costs, mission and incident objective) for all resources activated and acquired shall be well-documented utilizing customary NIMS forms and processes. All incident-related invoices must be reviewed and approved by the OMB, which also tracks costs and prepares reimbursement forms for the County, and can assist municipalities in the process. For additional details pertaining to procurement, mutual aid, and management of disaster resources, see the *Logistics and Resource Management Annex*.

POINTS OF DISTRIBUTION AND DISPENSING SITES

Distribution of critical commodities that are otherwise unavailable or in limited supply locally (e.g., emergency bottled water following a natural disaster or pharmaceutical countermeasures to biological incidents) will be managed as a response and short-term recovery operation according to the *Logistics and Resource Management Standard Operating Guidance*. Sites to be used as Primary Points of Distribution (PODs) have been identified in each of the Operational

Complexes diagrammed in **Figure 13**. For convenience, their locations are provided in **Table 9**. Additional sites may be stood up as the situation warrants.

TABLE 9 – PRIMARY POINTS OF DISTRIBUTION

Name	Address	Points of Contact
City of Fernandina Beach Municipal Airport	700 Airport Rd Fernandina Beach 32034 USNG: 17R MP 5539 8721	City of FB Manager, Dale Martin 904-310-3100 wk; 904-557-5047 cell FB Airport Ops Mgr, Bobby Kozakoff 904-310-3435 work
Yulee Sports Complex	86200 Goodbread Rd Yulee 32097 USNG: 17R MP 4193 8961	On-Call Tech, 904-430-3156 Nassau Parks & Rec Mgr, Jeff Little 904-753-4033 work
Bryceville Community Center	7280 Motes Rd Bryceville 32009 USNG: 17R MP 1029 6317	On-Call Tech, 904-430-3156 Nassau Parks & Rec Mgr, Jeff Little 904-753-4033 work

PUBLIC SHELTER DURING AND AFTER DISASTER

EMERGENCY SHELTER FACILITIES

Safeguarding the lives and property of its citizens is an innate responsibility of government. This includes evacuating and sheltering citizens at-risk for flood, storm surge inundation, isolation, or high winds – known hazards for our coastal and barrier island communities (i.e. Nassau County’s Evacuation Zone A). Only **essential** services (i.e. space to sit or lie down, drinking water, simple food, first aid) are provided at emergency shelters. Cots, bedding, and special diet foods are NOT essential services; residents are expected to take their own supplies to the shelters. Additional shelter descriptions are provided in the *Mass Care and Human Services Annex*.

Several Nassau County School District (NCSD) buildings have been identified as “**Risk Shelters**.” These facilities are located in the hazard risk area (i.e. within the “cone of error” or path of a storm, fire, or flood) but have been constructed to meet building codes to withstand the high winds created by severe storms or tropical cyclones and are not in probable flood areas (**Figure 22**, next page). Additional buildings at these sites may be added to the list of eligible shelter facilities (see **Table 10** on the following page) as their physical “envelopes” are hardened with window shutters or special glazing. These risk shelters are intended for temporary use (e.g., immediately preceding, during, and immediately after a tropical cyclone) and their use during the school year would necessitate a LSE for the suspension of normal school operations. School-based shelters are operated by NCSD staff with the individual school principal typically serving as the site manager. Resource support for designated “Pet Friendly” shelters shall be

coordinated by NCAS, the primary agency responsible for Animal Issues during an incident. FDOH-Nassau provides the healthcare staff and resource support for “Special Medical Needs” shelters which are outfitted with emergency power generators. Additional details regarding shelter terminology and the coordination of agencies and resources for emergency shelter operations are provided in Nassau’s *Mass Care and Human Services Annex*.

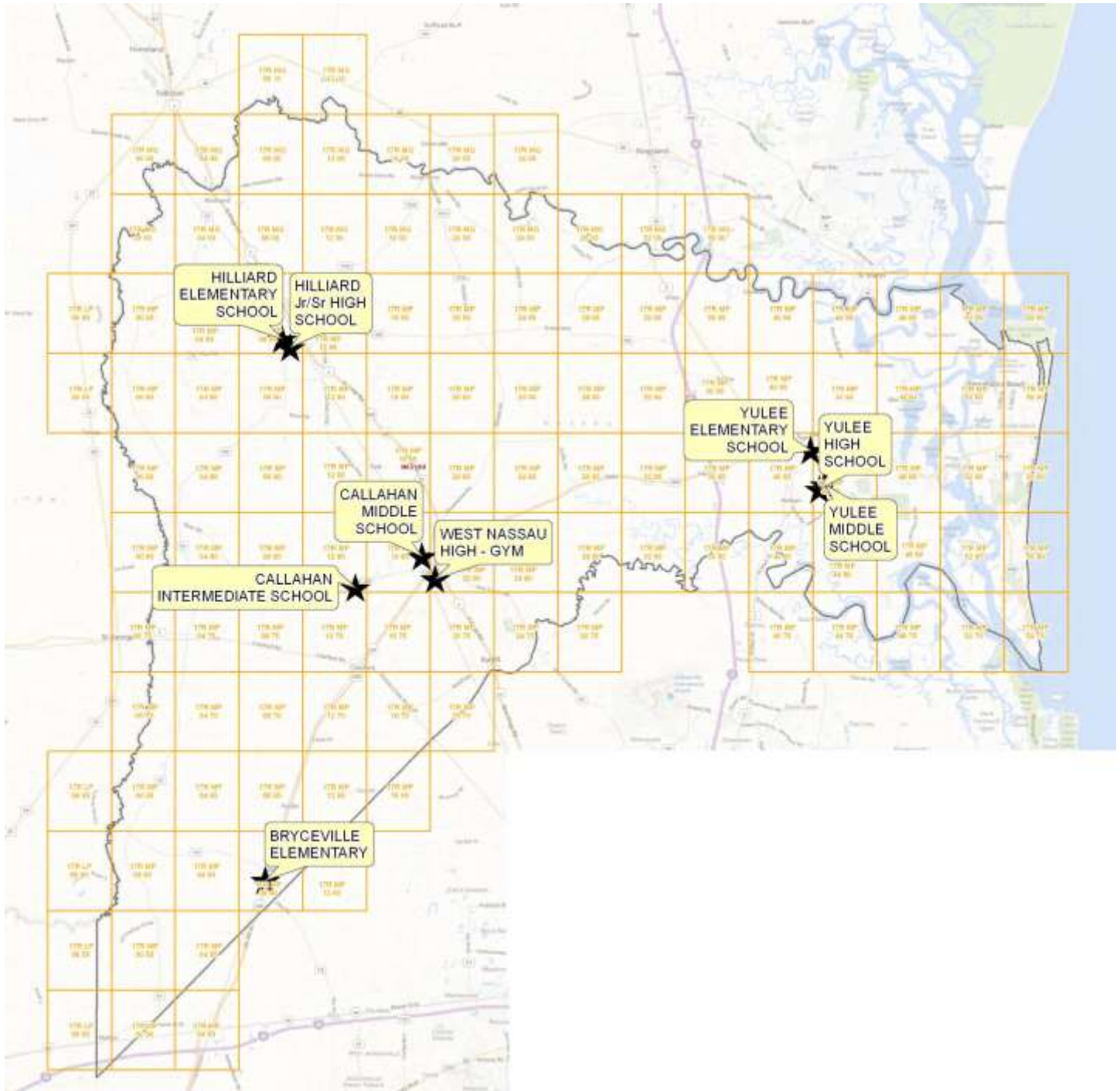


FIGURE 22 – SCHOOLS WITH APPROVED SHELTER SPACE

TABLE 10 – SCHOOL FACILITIES DESIGNATED AS PUBLIC “RISK” SHELTERS

Name, Address, and Phone #	Building # Approved for Storm Shelter	Shelter Capacity (clients)	Special Medical Needs Capable	Pet Friendly	Back-Up Power On-Site
Bryceville Elementary 6504 Church Ave 904-266-9241	8 and 9	128	Yes	No	Yes
Callahan Elementary 449618 US Hwy 301 904-879-2121	6	300	No	No	No – Needs transfer switch & generator
Callahan Intermediate 34586 Alligator Creek Hunting Club 32011 904-879-1114	1 Also 2, 3, 4, 5, 6, & 7 if shuttered	327	No	No	Yes Additional buildings need transfer switch & generator
Callahan Middle 450121 Old Dixie Hwy 32011 904-879-3606	15 Also 3 if/when shuttered	528	No	Yes	Yes Additional building needs transfer switch & generator
Hilliard Elementary 27568 Ohio St 32046 904-845-4471	1 Also 2, 4, 5, 6, 7, 9, 10, & 11 if shuttered	326	No	No	Yes Additional buildings need transfer switch & generator
Hilliard Middle-Senior 1 Flashes Ave 32046 904-845-2171	15 Also 19 & 25	156	Yes	Yes	Yes Additional buildings need transfer switch & generator
West Nassau High 1 Warrior Dr 32011 904-879-3461	6 Also 13 & 17 if shuttered	561	No	No	No Need transfer switch & generator
Yulee Primary 86426 Lewis Rd 32097 904-225-9711	7	220	No	No	No Needs transfer switch & generator
Yulee Elementary 86063 Felmor Rd 32097 904-491-7943	9 Also 2 & 3 if shuttered	370	No	No	Yes Additional buildings need transfer switch & generator

Name, Address, and Phone #	Building # Approved for Storm Shelter	Shelter Capacity (clients)	Special Medical Needs Capable	Pet Friendly	Back-Up Power On-Site
Yulee Middle 85439 Miner Rd 32097 904-491-7944	3, 4, 5, & 6 Also 8, 9, & 10 if shuttered	965	No	No	Yes Additional buildings need transfer switch & generator
Yulee High 85375 Miner Rd 32097 904-225-8641	4 & 6 Also 2, 3, 5, & 7 if shuttered	1373	No	Yes	Yes Additional buildings need transfer switch & generator
Wildlight Elementary 550 Curiosity Ave 32097 904-225-3053	<i>To Be Determined</i>	<i>TBD</i>	<i>Yes</i>	<i>Yes</i>	Yes

TRANSITIONAL AND HOST SHELTER FACILITIES AND COMMUNITY RECOVERY SUPPORT

In addition to the resource assistance that can be requested from national Non-Governmental Organizations (NGOs) such as the American Red Cross and Salvation Army, Nassau depends on community partners, local charitable agencies, and faith-based organizations to address the short-term sheltering and feeding of displaced residents following the closure of emergency/risk shelters, or due to an incident that does not trigger a LSE that closes schools (e.g., a neighborhood evacuation). “**Host Shelters**” provide a safe place to stay and basic services but are either **outside of the area at-risk** for the hazard of concern or that risk has passed. The list of potential host facilities and community support organizations provided in **Table 11** is not all-inclusive, but does provide a starting point for human services, transitional/short-term host sheltering, donations management, and the community recovery process. See the *Mass Care and Human Services Annex* for details.

TABLE 11 –COMMUNITY SUPPORT ORGANIZATIONS AND HOST SHELTER SITES

NGO and Faith-Based Partners	Primary Point of Contact (POC)	Secondary POC
NE FL Red Cross 751 Riverside Ave Jacksonville 32204	Jaleen Street 904-307-7101 cell 904-358-8091 work	Dennis Adams 904-607-1339 cell
The Salvation Army of NE FL 328 N Ocean St Jacksonville 32202	Disaster Services Rob & Janine Vincent 904-301-4875 work	Social Services 904-356-8641

NGO and Faith-Based Partners	Primary Point of Contact (POC)	Secondary POC
The Salvation Army Hope House 410 S 9 th St Fernandina Beach 32034	Mary Moore 904-321-0435 work	
Barnabas Center Food Pantry 1303 Jasmine St, Suite 101 Fernandina Beach 32034	Robert Peck 904-261-7000 x121	Clothing and health services 888-885-6498
St. Peter's Episcopal Church 801 Atlantic Ave Fernandina Beach 32034	Jay Mock 904-261-2804	Joe Crim 904-261-9285
Springhill Baptist Church 941017 Old Nassauville Rd Fernandina Beach 32034	Paul James 904-716-7540 cell 904-225-8236 home 904-277-3158 work	Milo Miller 904-753-0003 cell 904-261-4741 work
The Journey Church 95707 Amelia Concourse Fernandina Beach 32034	Pastor Darryl Bellar 904-261-8310	
First Baptist Church of Boulogne 28226 Church Dr Hilliard 32046	Janet Jones 904-699-5386 cell	Kris Elkins 904-424-4085 cell
First Baptist Church of Hilliard 5850 CR-108 Hilliard 32046	Pastor Doug Kearnes 904-583-4591	Mike Tolosi 904-504-8037 cell Bob Kirkland 904-868-7134 cell
Our Lady of Consolation Catholic Church 2406 S Kings Rd Callahan 32011	Father Richard Perko 904-879-3662 work 386-209-0231 cell	
First Baptist Church of Gray Gables 54031 Church Rd Callahan 32011	Jim Simpson 904-571-2658 cell 904-845-4669 home	L. L. Braddock 904-813-9512 cell 904-879-3764 home
Brandy Branch Baptist Church 1906 Brandy Branch Church Pl Bryceville 32009	Pastor Rusty Bryan 904-266-4314	
Bryceville First Baptist Church 7732 US Hwy 301 Bryceville 32009	Pastor Terry Yerby 904-266-4169 work 904-707-1307 cell	

NGO and Faith-Based Partners	Primary Point of Contact (POC)	Secondary POC
Lighthouse Baptist Church 9777 Ford Rd Bryceville 32009	Pastor Joey Roundtree 904-266-9777 work	

TRAINING AND EXERCISES – A MULTI-YEAR APPROACH

Developed and maintained by the NCEM Training and Exercise Planner, Nassau's Multi-Year Training and Exercise Program (**MYTEP**) includes input from all local entities with response and initial recovery roles, and lays the framework for planning, executing, and tracking local emergency management-related training and exercises. The MYTEP's goal is to increase collaboration and information sharing among partner agencies and community groups through multi-agency training and exercises. It provides a roadmap that stakeholders can use in order to obtain, validate, and improve their prevention, protection, response, short-term recovery, and mitigation capabilities. The MYTEP incorporates a progression of training and exercises using the building-block approach depicted below (**Figure 23**).



FIGURE 23 –BUILDING BLOCK APPROACH TO TRAINING AND EXERCISES

As a fully adopted process locally, Nassau County's MYTEP is an ongoing endeavor designed to provide all stakeholders the knowledge and skills necessary to prepare for, respond to, recover from, and mitigate against all hazards identified in the biennial THIRA, as well as those incidents which would trigger the activation of COOP or COG plans. ECOs designated by the County Manager, and representatives from the entities included in the Advisory Council or assigned primary or supporting roles in **Table 2** shall ensure personnel in each of their organizational sub-units are familiar with current policies, agreements, plans, and procedures, and shall be invited to participate in the ECO Working Group's quarterly opportunities for seminars, workshops, tabletop exercises, drills, functional exercises, and full-scale exercises. NCEM

ensures that pre-identified volunteers are included in training and exercise opportunities. All programmatic exercises shall be evaluated according to Homeland Security Exercise Evaluation Program (HSEEP) guidelines, which include solicitation of feedback from participants and observers, the generation of an After Action Report (AAR) detailing expected and actual performance, and development of a capability Improvement Plan (IP) that includes specific benchmarks and timelines.

The NCEM MYTEP “plan” (i.e. schedule of proposed training and exercises) is evaluated and updated annually and is consistent with the Region 3 and FDEM MYTEPs. The planned schedule is considered a “living” document, to be monitored, tracked, and edited by the NCEM Training and Exercise Planner to account for training needs identified by stakeholders, changing circumstances, and lessons learned during exercises and real-world incidents. The Advisory Committee members and ECOs are polled by the NCEM Training and Exercise Planner annually to assess training and inter-disciplinary exercise priorities for their respective agencies. Results are ranked and incorporated into the annually updated MYTEP schedule which is shared among the Advisory Committee and other counties in the Region. Disaster response requires collaboration among a cross-section of disciplines and jurisdictions, so all entities that might be expected to respond to and coordinate operations before, during, and after a disaster are notified of and strongly encouraged to participate in local and regional emergency management training and exercises by the T&E Planner and the EMD.

NCEM uses a variety of web-based, didactic, and experiential learning formats to provide training opportunities for responders, stakeholders, and the public. All NCEM staff, partners, and stakeholders who might respond to a disaster or provide incident support are expected to complete at least the FEMA Independent Study awareness-level NIMS/ICS and NRF courses (i.e. current versions of IS-100, IS-700, IS-800, and IS-200) which are offered free of charge online at <https://training.fema.gov/is/>. *Fundamentals of Emergency Management* (IS-230) and *EOC Management and Operations* (IS-775) courses are also strongly recommended.

Specific courses covering tasks and skillsets based on incident role and incident type are strongly suggested, as described in the *NIMS Training Program* published in 2011 (see NIMS Core Curriculum list, **Figure 24** and Incident Complexity descriptions, **Figure 25** on the following pages). Additionally, individuals who might be assigned to the EOC for Type 1, 2, or 3 incidents are expected to complete classroom-based Intermediate ICS-300 and Advanced ICS-400, as well as appropriate EOC position-specific task and skillset training identified in the September 2018 NIMS EOC Skillsets publications (e.g., Center Management, Document and Records Management, Performance Improvement, Recovery Coordination, Situational Awareness, Leadership, Planning, Resource Requirements, Sourcing, Ordering, Acquiring, and Tracking). EOC Position-Specific Skillset Task Books will be developed, based upon the NIMS EOC Skillsets Task Book Template, for completion by those individuals. Most NCEM staff members are FEMA-certified NIMS/ICS Instructors who can deliver the upper level ICS courses that are pre-requisites to NIMS position-specific training.

The Training and Exercise Planner schedules NIMS/ICS, hazard-specific, and functional training (e.g., Damage Assessment, Active Assailant, Continuity of Operations) throughout the year and regularly shares information via e-mail and social media about FDEM courses offered regionally and throughout the state, as well as courses available through FEMA's Emergency Management Institute (EMI) in Emmitsburg, MD and the Center for Domestic Preparedness (CDP) in Anniston, AL. NCEM staff members are encouraged to complete additional training to obtain and maintain professional certification through the Florida Emergency Preparedness Association (FEPA). Local and Regional NIMS/ICS training is announced and tracked using the FDEM web-based SERT-TRAC database system found at (<https://trac.floridadisaster.org/>), administered locally by the NCEM Training and Exercise Planner. Individual student training records are tracked electronically via this database as well.

Course ID	Course Title
E/L-950	All-Hazards Incident Commander
E/L-952	All-Hazards Public Information Officer
E/L-954	All-Hazards Safety Officer
E/L-956	All-Hazards Liaison Officer
E/L-958	All-Hazards Operations Section Chief
E/L-960	All-Hazards Division/Group Supervisor
E/L-962	All-Hazards Planning Section Chief
E/L-964	All-Hazards Situation Unit Leader
E/L-965	All-Hazards Resource Unit Leader
E/L-967	All-Hazards Logistics Section Chief
E/L-969	All-Hazards Communications Unit Leader
E/L-970	All-Hazards Supply Unit Leader
E/L-971	All-Hazards Facilities Unit Leader
E/L-973	All-Hazards Finance/Administration Section Chief
E/L-975	All-Hazards Finance/Administration Unit Leader
ICS-100	Introduction to the Incident Command System (ICS)
ICS-200	ICS for Single Resources and Initial Action Incidents
ICS-300	Intermediate ICS for Expanding Incidents
ICS-400	Advanced ICS
IS-700	National Incident Management System, An Introduction
IS-701	NIMS Multiagency Coordination System
IS-702	NIMS Public Information
IS-703	NIMS Resource Management
IS-704	NIMS Communication and Information Management
IS-706	NIMS Intrastate Mutual Aid, An Introduction
IS-800	National Response Framework, An Introduction
G-775	Emergency Operations Center Management and Operations

FIGURE 24 – NIMS ICS CORE CURRICULUM

Type 1	• This type of incident is the most complex, requiring national resources for safe and effective management and operation. • All command and general staff positions are filled. • Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000. • Branches need to be established. • A written incident action plan (IAP) is required for each operational period. • The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated. • Use of resource advisors at the incident base is recommended. • There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.
Type 2	• This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing. • Most or all of the command and general staff positions are filled. • A written IAP is required for each operational period. • Many of the functional units are needed and staffed. • Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only). • The agency administrator is responsible for the incident complexity analysis, agency administration briefings, and the written delegation of authority.
Type 3	• When incident needs exceed capabilities, the appropriate ICS positions should be added to match the complexity of the incident. • Some or all of the command and general staff positions may be activated, as well as division/group supervisor and/or unit leader level positions. • A Type 3 IMT or incident command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 IMT. • The incident may extend into multiple operational periods. • A written IAP may be required for each operational period.
Type 4	• Command staff and general staff functions are activated only if needed. • Several resources are required to mitigate the incident, including a task force or strike team. • The incident is usually limited to one operational period in the control phase. • The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated. • No written IAP is required but a documented operational briefing will be completed for all incoming resources. • The role of the agency administrator includes operational plans including objectives and priorities.
Type 5	• The incident can be handled with one or two single resources with up to six personnel. • Command and general staff positions (other than the incident commander) are not activated. • No written IAP is required. • The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene. • Examples include a vehicle fire, an injured person, or a police traffic stop.

FIGURE 25 – INCIDENT TYPES

DISASTER DEBRIS MANAGEMENT BASIC PLAN

Post-disaster debris management, collection, monitoring, and documentation will begin as soon as safely possible after the occurrence of a major disaster or catastrophe and shall follow the provisions outlined in this plan. All disaster-generated debris to be collected is subject to separation by category, independent monitoring, and documentation guidelines as described in the following sections of this plan and the County's current Disaster Debris Management Contracts for collection, removal, management, and monitoring activities. Per established federal guidelines (**Figure 26**), debris will be separated according to type into recognized categories and placed curbside by residents for pick up and disposal.

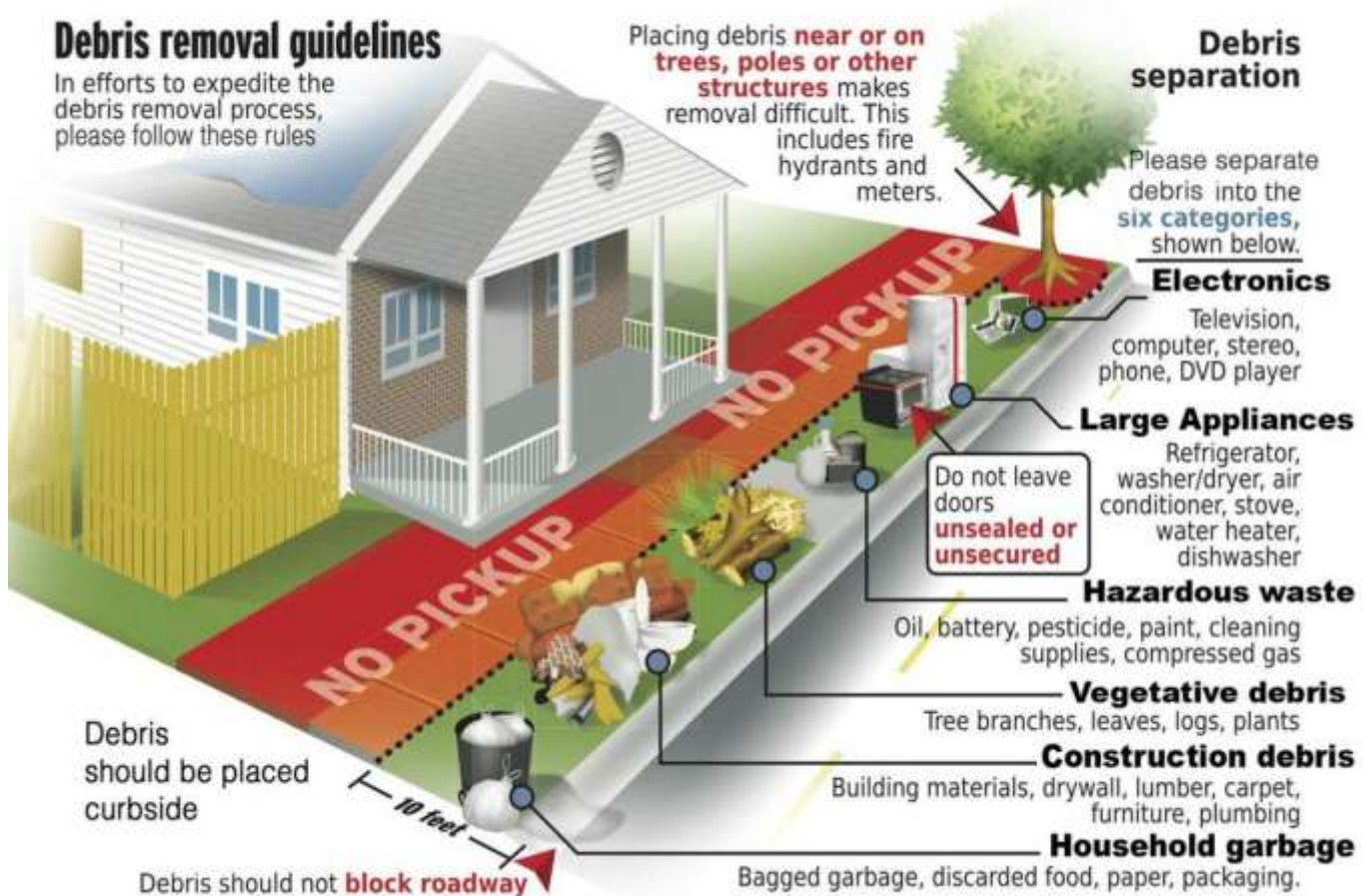


FIGURE 26 – DISASTER DEBRIS SEPARATION FOR PICK-UP

AUTHORITY FOR DISASTER DEBRIS REMOVAL

The County Manager, or designee, shall have the authority, subject to the limitations of this section and applicable FEMA policies, to remove disaster-generated debris located within the county on county-owned property, county-owned roads, and private roads after the declaration of any LSE. The removal of such disaster-generated debris is authorized only after a major disaster or a catastrophic disaster and upon the determination by the County Manager, or designee, that such removal is reasonably necessary to eliminate immediate threats to life,

public health, and safety; to eliminate immediate threats of significant damage to improved county-owned property; or to ensure economic recovery of the affected community to the benefit of the community at large. Nassau County maintains debris removal and monitoring contracts that may be executed to accomplish authorized removal of disaster debris. The County's municipalities are responsible for the removal of disaster-generated debris within their jurisdictions; inter-agency issues, operational, and resource coordination shall be managed through the EOC via the established incident management organization. Coordination of state and federal financial assistance and oversight will be conducted through the county's Office of Management and Budget (OMB). An immediate threat to life, public health, and safety shall be deemed to exist if any one of the following conditions is satisfied:

- There is a significant likelihood that rescue vehicles will be significantly hindered from rendering emergency services if the disaster-generated debris is allowed to remain in place.
- The type of disaster-generated debris is such that it may reasonably cause disease, illness, or sickness which could injure or adversely affect the health, safety, or general welfare of those residing and working in the area if it is allowed to remain.
- The removal of the disaster-generated debris is necessary to effectuate orderly and expeditious restoration of county-wide utility services including, but not limited to, power, water, sewer, and telephone.
- The disaster-generated debris is determined by the county building official or public health official to be dangerous or hazardous.
- The disaster-generated debris prevents solid waste collection, thereby creating a public health and safety hazard.
- The disaster-generated debris contains contaminants which have a reasonable likelihood of leeching into the soil and/or aquifer of the county.
- The disaster-generated debris has a substantial negative impact upon public health and safety by preventing or adversely affecting emergency repairs to buildings and/or property;
- The disaster-generated debris presents a reasonable danger of being transported by wind and/or water to neighboring properties, thereby increasing the cost of recovery and removal.
- The disaster-generated debris is significantly likely to produce mold or may otherwise cause disease, illness, or sickness which could injure or adversely affect the health, safety, or general welfare of the public.
- The presence of the disaster-generated debris significantly adversely impacts the County's short-term recovery efforts.
- The disaster-generated debris significantly interferes with drainage or water runoff, so as to be a significant hazard in the event of significant rainfall.
- The sheer volume of the disaster-generated debris is such that it is impractical and unreasonable to remove in an orderly and efficient manner absent appropriate action by the County.

- The type, extent, and nature of the disaster-generated debris is such that it would cause much greater damage if not removed immediately.

An immediate threat of significant damage to improved county-owned property shall be deemed to exist if the cost to remove the disaster-generated debris is less than the cost of potential damage to the improved property, thereby indicating a cost-effective removal.

DEBRIS REMOVAL FROM COUNTY-OWNED PROPERTY AND RIGHTS-OF-WAY

The initial debris removal operation (i.e. the “First Push”) will not involve debris collection; it will be to create access to major roadways to allow for expedited “render safe” and search and rescue efforts. “Cut and Toss” crews will clear large obstructions and down powerlines from the middle of the roads, moving the detritus to the roadsides to create a safely navigable lane.

Upon completion of the cut and toss operation, collection and removal of the debris and “windshield assessments” of damage can begin. The removal of disaster-generated debris consisting of either hazardous trees or hazardous limbs on county-owned property and county rights-of-way is authorized when both of the following conditions exist:

- The damage to the hazardous tree or hazardous limb was the result of the disaster; and
- the hazardous tree or hazardous limb is in danger of falling on a structure or other improvement, on a primary ingress or egress route, or on a county right-of-way.

All County personnel will follow their established health and safety plans or policies in accordance with the Occupational Safety and Health Act (OSH Act) while conducting debris removal operations. The County will require that all debris contractors provide a copy of their health and safety plan pertaining to the debris clearance, removal, and disposal operations, prior to commencement of operations. County field personnel will report contractor safety issues encountered during operations to their direct supervisor or to the County’s identified Debris Manager. The Florida Department of Transportation (FDOT) shall be consulted regarding tarp and tailgate requirements for debris removal trucks working on an active disaster.

The community-at-large will be notified of the initial start date for removal of disaster-generated debris and will subsequently be notified prior to the last pass by debris-removal work forces. The owners of private property or those individuals otherwise in possession of private property that adjoins county rights-of-way may place disaster-generated debris in the county right-of-way in accordance with the requirements described in this plan. After the last such removal pass, county residents will be responsible for the removal of any remaining disaster-generated debris which meets pre-disaster service collection requirements, whether they be self-provided, provided through a private contractor, or provided through other waste disposal services.

Upon the resumption of pre-disaster waste collection activities, county residents will be held accountable for the unlawful placement of any remaining disaster-generated debris along county rights-of-way, private roads, or private property.

DEBRIS REMOVAL FROM PRIVATE ROADS (RIGHT OF ENTRY)

The authority for County work forces to enter upon a private road for operations related to disaster-generated debris removal management shall be as provided in Section 252.36(d), Florida Statutes, or as may be thereafter amended, and shall in no way be deemed to be a trespass.

The removal of disaster-generated debris from private roads by county work forces shall be performed only upon the satisfaction of each of the following conditions:

- The disaster-generated debris removal management plan has been implemented;
- a determination has been made that such removal is reasonably necessary to eliminate immediate threats to life, public health, and safety, or to ensure economic recovery of the affected community to the benefit of the community-at-large; and
- any disaster-generated debris removed from a private property has been placed along or adjacent to the private road in accordance with the requirements of this plan, unless such requirements have been waived by the County Manager or his or her designee.

The removal of disaster-generated debris consisting of either hazardous trees or hazardous limbs overhanging or otherwise endangering a private road shall be deemed to be the responsibility of the owner of the private property from which the hazardous limb or tree originates, and the County work forces shall not be authorized to remove or to otherwise act upon such disaster-generated debris unless it is necessary to eliminate an immediate threat to the safety of County work forces.

With regard to the implementation of this disaster-generated debris removal management plan, and subject to the restrictions and requirements of Section 768.28, Florida Statutes, the County shall indemnify and hold the federal government, its agencies, and employees, harmless from any claims arising from or based upon the exercise or performance of, or the failure to exercise or perform, a discretionary function or duty on the part of any federal agency or any employee of the federal government in carrying out the provisions of the Stafford Act. Nothing contained in this CEMP shall be deemed a waiver of sovereign immunity under Chapter 768, Florida Statutes, by any County elected official, constitutional officer, agency, or entity, or their respective employees, agents, or volunteers.

RESPONSIBILITIES OF PRIVATE PROPERTY OWNERS

Nassau County residents (excluding as prohibited the agents or designees of a resident) may transport their disaster-generated vegetative, construction debris (C&D), “white-goods”, and “E-goods” directly to incident-dependent sites as determined by the Director of Nassau County’s Road & Bridge or Solid Waste department, and may take recyclable disaster debris to any of Nassau’s established Recycling Program collection sites for glass, aluminum, plastics, and paper (see **Table 12**). Hazardous Materials may only be taken to designated approved sites which shall be based upon type and kind of material.

TABLE 12 – RECYCLING PROGRAM COLLECTION SITES

Site	Address
Goodbread Drive Recycling (Accepts aluminum; paper; plastic; clear, brown, and green glass)	86142 Goodbread Dr Yulee 32097 USNG: 17R MP 4199 8956
West Nassau Landfill (Accepts aluminum; paper; plastic; clear, brown, and green glass)	46026 Landfill Rd Callahan 32011 USNG: 17R MP 2129 8616
Bryceville Motes Road Recycling (Accepts aluminum; paper; clear, brown, and green glass)	7282 Motes Rd Bryceville 32009 USNG: 17R MP 1121 6253

The owners (not agents of the owner) of private property, or those individuals otherwise in possession of private property (e.g., renters), shall ensure placement of any disaster-generated debris on county rights-of-way or private roads for removal by county work forces satisfies each of the following conditions:

- Disaster-generated debris shall be separated as illustrated in **Figure 25** into stacks or piles of the following types of debris:
 1. Mixed household garbage and putrescent debris
(i.e. discarded food, packaging, papers, and other commonly bagged municipal solid waste)
NOTE: This is the only category of waste that may be bagged.
 2. Vegetative debris
(i.e. yard waste, branches, leaves, clippings, logs)
 3. Construction and Demolition “C&D” debris
(i.e. building materials, lumber, plumbing pipes, drywall, carpet, furniture, mattresses)
 4. White goods
(i.e. refrigerators, freezers, washers, dryers, stoves, water heaters, dishwashers)
 5. Hazardous waste
(i.e. oils, batteries, paint, pesticides, cleaning supplies, compressed gas)
 6. Electronics “E-goods”
(i.e. televisions, computers, radios, stereos, DVD/Blue-Ray players, telephones)
- The disaster-generated debris shall be neatly stacked, piled, or placed un-bagged (to ensure no mixing of categories) with its leading edge lying within the three-foot roadside shoulder area on either side of the travel lanes of the road.
- The disaster-generated debris shall be placed so that it does not block the roadway, traffic signs and signals, or storm water structures, is not under any power lines, not on

top of any water meters, and not within three feet of any power poles, fire hydrants, vehicles, mailboxes, fences, or any other obstructions which would hinder its collection, impede normal traffic, or otherwise cause any type of property damage (see **Figure 25**).

Any damage to personal property by county work forces resulting from the placement of disaster-generated debris in a manner inconsistent with this section shall be the responsibility of the private property owner, or individual otherwise in possession of private property, who misplaced such debris.

Any owners of private property, or any individuals otherwise in possession of private property, who stack, pile, or otherwise place anything for removal on county rights-of-way or on private roads which is deemed not to be disaster-generated debris, shall be responsible for removing such unauthorized debris no later than twenty-four (24) hours after notification of such removal requirement by a member of the county work forces. Any such owner or other individual who fails to timely comply with such removal requirement shall thereafter be responsible for any costs associated with the removal of such unauthorized debris by county work forces.

DEBRIS MANAGEMENT SITES

Large debris-generating disasters require drop-off sites for temporary debris staging and reduction (i.e. sorting, processing, and preparation for recycling). A Temporary Debris Storage and Reduction Site (TDSRS) can require significant land and personnel for sorting, reduction, and monitoring operations (see details in the CEMP's *Debris Management Annex*). Monitors must ensure that debris trucks are properly weighed, measured, or tracked according to incident procedures. White goods must have doors and food removed before drop-off; household garbage and hazardous waste will be taken to separate designated collection points. See **Table 13** for a description of debris categories and considerations. Personnel shall use appropriate personal protective equipment (PPE) when handling debris or hazardous waste.

TABLE 13 – DEBRIS CATEGORIES

Debris Type	Description	Considerations
Vegetative	Includes clippings, leaves, brush, limbs, branches, trunks, and stumps	Reduction can decrease vegetative volume by 75-90 percent. Debris free of contaminants can be reused or recycled, reducing its impact on landfill space. Vegetative debris piles should be kept below 15-feet in height and turned frequently to prevent spontaneous combustion; piles should be located away from buildings and near firefighting equipment. Vibrating screens can be used to remove soil from other debris. Process

Debris Type	Description	Considerations
		promptly to minimize environmental and safety risks; may be possible to send the debris to a generating plant.
Construction and Demolition (C&D)	Damaged components of buildings and structures such as tile, carpet and floor coverings; lumber, gypsum wallboard, roofing material, window coverings, glass, metal, PVC, pipes, concrete, cured asphalt, furnishings, and fixtures	C&D debris should be cleared of household waste, white goods, asbestos and hazardous materials. Debris should be recycled to the extent possible, and the remainder disposed in a permitted C&D landfill. Example: sections of asphalt can be crushed and reused; bricks can be recycled.
White Goods	Household appliances such as washers, dryers, refrigerators, freezers, water heaters, ovens, ranges, heat pumps, and air conditioners	White goods should be cleared of all putrescent debris prior to removal and disposal. Disposal of refrigerators/freezers require prior removal or secure duct-taping of doors. Many white goods contain refrigerants, mercury, or oils that must be removed and processed according to environmental regulations prior to further processing.
Electronic Waste	Household electronics such as computers, monitors, televisions, radios, audio/video players and recorders, and remote control units.	Electronic waste should be separated by type. May contain hazardous materials such as cathode ray tubes, chemicals, and minerals that require special treatment or disposal methods and should be checked by qualified personnel using appropriate PPE.
Hazardous Waste	Chemicals or Resource Conservation and Recovery Act-governed (RCRA) materials exhibiting any of these characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples: batteries, tires, mercury-containing items, paint, aerosol containers, pesticides, fertilizers, cleaning materials, unlabeled containers of liquid, medications	Special precautions may be required: wearing PPE, decontaminating transport vehicles, using special containers, and maintaining chain of custody.

Debris Type	Description	Considerations
Household or Municipal Solid Waste	General household garbage, spoiled food, packaging materials.	Bagged mixed household waste can be disposed in a municipal landfill per normal operations.
Geological Waste	Excess soil, sand, mud, rocks	Must be evaluated for and cleared of contaminants prior to processing for reclamation, recycling, or used for sanitary fill.
Vehicles and Vessels	May be displaced, damaged, destroyed, abandoned, or lost as a result of a disaster.	Care must be taken to follow established legal processes when handling privately owned vehicles; property owners should be identified. Vehicle and vessel debris must be processed to remove all of the hazardous fluids (i.e. petroleum products, antifreeze) and minerals before they can be salvaged, recycled, or destroyed. Responsibility for the removal of derelict vessels from local ocean waters or inland waterways falls under the U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission, and Florida Department of Environmental Protection (DEP).
Chemical, Biological Radiological, or Nuclear (CBRN) Contaminated Waste	Unless the disaster is associated with a terrorist or criminal event, this type of debris is usually associated with impacted hospitals, medical supply facilities, chemical plants, etc. Includes items contaminated with potential biohazardous material, such as discarded needles; radiological sources for medical imaging and treatment.	Segregation, containment, treatment, removal, and disposal of these types of debris must be handled by specialists and overseen by the Environmental Protection Agency (EPA), lead agency for ESF-10 in the National Response Framework (NRF).
Crime Scene or Investigation-Site Debris	Could include CBRNE or any other category of debris	Debris resulting from an adversarial, intentional, or man-made disaster may be considered evidence as part of a crime scene or investigation. In these cases, law enforcement or investigatory officials must approve removal of the item from its

Debris Type	Description	Considerations
		original location before it is considered “debris” for disposal.
Putrescent Material	Includes animal carcasses, flesh, food or any other material subject to decay, rot, and decomposition	Must be handled in accordance with all applicable state and federal regulations and local ordinances, and potential for biohazardous material must be considered. Processing of whole carcasses may include rendering to reduce the quantity of debris disposed in permitted landfills.

(Table compiled from information contained in FEMA 325, *Debris management Guide*)

COMMUNICATION AND ESSENTIAL ELEMENTS OF INFORMATION

NCEM maintains continuous situational awareness of natural and man-made hazards during non-emergency periods as well as in times of emergency or disaster. Daily operations in the EOC include monitoring the FDEM situational awareness reports, the National Weather Service, open source media outlets, syndicated news data feeds, and social media sources for current events and trends. Continuous information flow is facilitated by routine communication among emergency management officials, regional coordinators, fusion centers, partnering entities, and private citizens. Guidance for public alerts, notifications, and crisis communication are detailed in the *Crisis Communications, Public Alerts, and Warnings Annex*. Certain information is essential to all emergency response and recovery operations. **Table 14** identifies the data regarding protective actions, public safety concerns, and the County’s response/recovery status needed and by whom, how the information is shared, as well as details regarding the format and timing for reporting.

TABLE 14 – ESSENTIAL ELEMENTS OF INFORMATION

Information to be Reported	Data Reported Via	Report Timing / Frequency
EOC Activation Level (1, 2, or 3)	Local WebEOC® Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders	Each Operational Period
Local State of Emergency (yes/no)	Local WebEOC® Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Government Offices’ Operational Status (open, closed, limited)	Local WebEOC® Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made

Information to be Reported	Data Reported Via	Report Timing / Frequency
Public Schools' Operational Status	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Fuel Availability / Quantity on Hand for Government and for the public	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Public Safety (911, CAD, 800 MHz) Communication Systems Status	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Emergency Services Operational Status	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Evacuation or Re-Entry Status	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Shelters Opened and Census for General Pop, Pet Friendly, and Medical Needs	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Search and Rescue Operations Status	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; PIO media releases; CICC	Each Operational Period; update immediately when a change is made
Incident-Related Injuries/Illnesses/Deaths	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders	Each Operational Period; update immediately when a change is made
Unmet Needs	Local WebEOC [®] Incident and State EEI Portal; Included in SitRep for Key Partners and Stakeholders; CICC call takers and Volunteer Coordinator	Each Operational Period; update immediately when a change is made

In addition to the use of conference calls organized by the EOC and including all partnering and stakeholder entities (notified via established distribution lists which can be modified as needed), this situational information is obtained, maintained, and shared by NCEM using multiple web-based resources:

- Nassau County's *WebEOC*[®] incident management system: <https://webeoc.nassauso.com/eoc7/>; EOC manager assigns individual login credentials to stakeholders, who can then access the information from any computer. FDEM also maintains a *WebEOC*[®] server and system with shared boards which can be accessed by each county.

- Nassau County’s “Alert Nassau / Citizen Alerts” *Everbridge*™ Mass Notification System site is used to convey critical information to staff and the public: <https://manager.everbridge.net/>. It can also be used to establish conference calls among key partners. Only trained and vetted individuals have alerting privileges on this system. Training is available on <https://support.everbridge.com/> and agency-specific usage guidance is located in the *Crisis Communication, Public Information, and Warning Annex*.
- Florida Division of Emergency Management’s Interactive Evacuation Zone Map <https://floridadisaster.maps.arcgis.com/apps/webappviewer/index.html?id=c788060028cb43809a25744ead39c0d6>
- National Weather Service, Jacksonville Forecast Office <https://www.weather.gov/jax/>
- National Hurricane Center <https://www.nhc.noaa.gov/>
- Florida Forest Service Current Fire Conditions <https://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Wildland-Fire/Current-Fire-Conditions>
- FDOT High Wind Report Wind Report for NE FL bridges, including the Shave Bridge on SR-200, is found at www.NFTPOWind.com/ – username **FDOTEOC**
- USGS National Water Information System to access local river gauge data: <https://maps.waterdata.usgs.gov/mapper/index.html?state=fl>
- USNG Online Mapping Support <https://mappingsupport.com/p/gmap4.php?usng=14S PH 9934 1593&z=5&t=t1&search=on>
- Florida’s Special Needs Registry <https://snr.floridadisaster.org/> username is email address, individuals have personal passwords
- Nassau County Emergency Management’s website (www.NassauFL-EM.com) and social media accounts are also used to quickly send information to the public: **Facebook** (*NassauEM*), **Twitter** (*@NassauEM*), and **NextDoor** (*Nassau County Emergency Management*)
- Consolidated Emergency Dispatch 911 Call Center’s New World Computer-Aided Dispatch system viewer (<http://nw-aas/NewWorld.CAD.ViewOnly/Login.aspx>)
- Florida Power and Light Power Outage Tracker (<http://www.fplmaps.com/>)
- Okefenoke Rural Electric Membership Corporation (OREMC) Outage Viewer (<https://oremc.com/web-outage>)
- JEA Outages Map (https://www.jea.com/Outage_Center/Outage_Map/)

INTER-AGENCY COMMUNICATION

Nassau County's consolidated 911-Dispatch Center that tracks the locations of county and municipal responders and communicates with emergency responders via encrypted 800 MHz radio frequencies. Specific channels are dedicated to "talk-around" use by different disciplines as well as for dispatching and tactical use by Fire Rescue and Law Enforcement. Radios are assigned to public safety/emergency responders, EOC personnel, and key partners such as Baptist Medical Center Nassau. Field communications among public safety agencies in Nassau County are governed by agency policies and directives. During local emergencies and disasters, communication among response organizations is coordinated with the Emergency Operations Center and follows NIMS/CMS/ICS reporting lines and information sharing practices.

Redundant communications systems are in place to ensure capability can be sustained in all-hazards. In addition to landlines at the EOC, personnel can use individual "smart" cellular phones, laptop computers with MiFi wireless units, and satellite phones for communication. Nassau EM also maintains a cadre of trained and vetted Amateur Radio Emergency Services (ARES) personnel who serve as Watch Officers in the EOC's County Warning Point, operate their HAM Radio equipment from each emergency shelter during evacuations, and can establish radio connectivity via the mobile communications trailer from any site as needed. Common alerting methods, considerations, and a list of Local, State, and Federal communications systems that can be utilized are provided in **Tables 15** and **Table 16**. Guidance regarding informational, alerting, and crisis communications with the public can be found in the *NCEM Crisis Communication, Public Information, and Warning Annex*.

TABLE 15 – COMMON PUBLIC NOTIFICATION, ALERT, AND WARNING METHODS

	Method:	Emergency Use Considerations:
People must be actively seeking info or pre-register for push notifications	Social Media (Facebook, Twitter, Instagram, etc)	– Are you being actively followed before an incident? – who's following you? – how often do you post, how frequently are posts re-tweeted, liked, commented on?
	Text Message and Email	– how current is your data base? – Message delivery can be delayed by network congestion
	Telephone	– how current is your data base? – what % of calls are answered by a person? – Message delivery can be delayed by network congestion
	Agency Website	– what's your typical daily page traffic pre-incident? – are hits from local people?
	Local Media Coverage	– Are people tuned in before the emergency?
	Door-to-Door	– Time and personnel intensive
IPAWS location based alerts	Sirens, mobile loud speakers	– Do people know what the siren means?
	Wireless Emergency Alerts	– Text broadcast to any cell phone in the area
	Emergency Alert System	– interrupts local TV/Radio, but only reaches active listeners

TABLE 16 – LOCAL, STATE, AND FEDERAL COMMUNICATION SYSTEMS

Local Communication Systems	Florida Communication Systems	Federal Communication Systems
Commercial Telephone and Wireless Devices	Commercial Telephone and Wireless Devices and Florida Emergency Information Line (FEIL)	Commercial Telephone and Wireless Devices
Nassau County Amateur Radio Emergency Services (NC-ARES)	Florida Interoperability Network (FIN) and Amateur Radio Emergency System (ARES)	Radio Amateur Civil Emergency Services (RACES)
Emergency Management Network (EM Net) units in the County Warning Point	Emergency Management Network (EM Net) at the State Warning Point	National Oceanic and Atmospheric Administration (NOAA) National Weather Wire Service (NWWS)
“Alert Nassau - Citizen Alerts” Everbridge Mass Notification System	“Alert Florida” Everbridge Mass Notification System	National Warning System (NAWAS) and Integrated Public Alert and Warning System (IPAWS)
One Fixed and Three Mobile Satellite Systems (MSAT)	Mobile Satellite Phone System (MSAT) and Very Small Aperture Terminal (VSAT) Satellite System	Shared Resources (Shares) High Frequency (HF) Radio Program
800 MHz Radio System	800 MHz Radio Conventional Mutual Aid Network	
Social Media Platforms: Facebook – 10,600 followers Twitter – 2650 followers Nextdoor – 6530 residents in 78 neighborhoods)	Emergency Alert System (EAS) & Wireless Emergency Alerts (WEA)	
	State Law Enforcement Emergency Radio System (SLERS, 800 MHz)	

POST-DISASTER RECOVERY OPERATIONS

Initiation and leadership for long-term recovery and redevelopment operations are the responsibilities of the senior officials representing each local jurisdiction (i.e. the unincorporated county and municipalities): the County Manager, City Manager, Town Managers/Mayors, and their respective elected Board or Council Commissioners. Recovery activities initially run parallel with disaster response operations, facilitating prioritization of actions, and benefitting from the use of the EOC as a multi-agency resource coordination entity, as well as the continued use of NIMS Center Management or Incident Management organization and principles. FEMA’s published Right of Entry (ROE) form

(<https://www.fema.gov/media-library/assets/documents/29816>) may be adapted locally and executed by property owners wishing to grant ROE to authorized governmental disaster recovery or VOAD personnel for the purpose of needs assessments, protective actions, or recovery assistance. Functions common to post-disaster recovery and redevelopment operations include:

- Assessment of damage and impacts to infrastructure
- Collection of data necessary to justify expenses and apply for Public Assistance (PA)
- Assistance with residents' Household and Individual Assistance (HIA) applications
- Provision of enhanced social and health services
- Corporate and small business recovery assistance
- Economic and tourism revitalization
- Incorporating mitigation "best-practices" when rebuilding infrastructure

Using the information gathering and dissemination strengths of the EOC, current information and awareness of response and recovery operations, and changes among those activities, can be efficiently shared among stakeholders and the general public. Nassau County's ***Post-Disaster Recovery and Redevelopment Framework (PDRRF)***, found later in this CEMP, is modeled after the *National Disaster Recovery Framework (NDRF)* which was put into place to facilitate unified and effective recovery operations that are responsive to community needs. The NDRF helps to ensure that states and counties can coordinate their recovery efforts to prioritize and address their unmet needs. It provides for Federal Disaster Recovery Coordinators (FDRCs) who work to coordinate resources across federal agencies to support the impacted states' response and recovery efforts. The FDRCs coordinate the agencies responsible for leading the NDRF's six **Recovery Support Functions (RSFs)**. The NDRF stresses that communities must adopt these nine core principles to develop true resilience:

- Individual and Family Empowerment – involvement in the preparedness process and equal opportunity to participate in recovery efforts in a meaningful way
- Leadership and Local Accountability – primary responsibility for community recovery rests with local government
- Pre-Disaster Recovery Planning – speed and success of recovery depends on unified decision making and established roles and processes
- Partnership and Inclusiveness – including non-governmental stakeholders
- Public Information – clear, consistent, and frequent crisis communication
- Unity of Effort – common objectives and clear metrics to measure progress
- Timeliness and Flexibility – sequence and coordinate recovery decisions, address potential conflicts
- Resilience and Sustainability – promote mitigation practices to minimize community risks and improve ability to recover from future disasters
- Psychological and Emotional Recovery – for responders and the community at large

During the response phase, the Recovery Branch Director oversees Individual Assistance outreach and Unmet Needs operations, and liaises with the State Community Response

Coordinator. Nassau’s PDRRF encourages an all-inclusive recovery process, transferring Recovery responsibilities to the ***Disaster Recovery & Redevelopment Coordinator*** (i.e. the County Manager) and providing the guidance necessary to continue community outreach and assistance, maintain a strategic approach to prioritizing and coordinating recovery efforts, and meet the requirements of the PA Program (e.g., develop scopes of work, manage contracts and grants, and close-out projects).

The PDRRF allows the County to move swiftly and begin the recovery process while response operations are still taking place, resulting in a more resilient community. The BOCC gives the ***Disaster Recovery & Redevelopment Coordinator*** the responsibility for appointing County department directors and program managers to lead *ad hoc* redevelopment working groups (e.g., P&EO Director to lead a Disaster Housing Task Force), as well as the authority necessary to oversee and accelerate their progress. With approval of the BOCC, he or she may direct County departments to expedite permitting processes, waive certain fees, or facilitate individual and business disaster assistance in order to advance the community’s return to normalcy. Strategies utilized depend upon the County’s circumstances and the type and extent of hazard impacts.

The Nassau County departments charged with carrying out the six long-term RSFs are provided in **Table 17**. These RSF-leads are delegated the responsibility and authority by the ***Disaster Recovery & Redevelopment Coordinator*** to coordinate across the multiple public, private, and charitable stakeholder organizations necessary to establish working groups or “task forces” to ensure pre-disaster recovery planning includes the whole community and that recovery and redevelopment operations are carried out efficiently.

TABLE 17 – LEAD DEPARTMENTS FOR LOCAL RECOVERY SUPPORT FUNCTIONS

Recovery Support Function	Lead Department
Community Planning & Capacity Building	Nassau County Planning & Economic Opportunity
Economic Recovery	Nassau County Planning & Economic Opportunity
Provision of Health and Social Services	Florida Department of Health – Nassau County
Housing Recovery	Nassau County Building Department
Re-establish Infrastructure Systems	Nassau County Engineering Services Department
Restore Natural and Cultural Resources	Nassau County Parks & Recreation Department

While recovery operations overlap with response activities (i.e. stabilization, life safety, property protection, and meeting basic human needs), the focus is different. In the short-term, emergency medical care, clear transportation routes, sheltering, and feeding are urgent needs, but in the following weeks and months, depending upon the hazard and impact, debris removal, transitional and post-disaster housing, business support, and mitigation of future hazard impacts to protect natural resources and the built environment (i.e. the whole-community’s health and welfare) become the priorities.

Recovery and redevelopment are long-term processes requiring collaboration among multiple entities (e.g., Government, NGOs, VOAD) to restore, revitalize, and protect the whole community's health, social, cultural, and environmental well-being in the short- and long-term. Incident-specific activities to resolve unmet needs are directed and coordinated via functional working groups/task forces led by County department heads, as assigned by the *Disaster Recovery & Redevelopment Coordinator* (i.e. County Manager). This person may also participate in joint conference calls with the EMD, affected municipal leaders, NGOs, VOAD, regional partners, FDEM Recovery staff, and JFOs (if established) to prevent duplication of effort and ensure no local issues or unmet needs "slip through the cracks."

Mitigation of potential hazards is considered throughout recovery and redevelopment operations. The Local Mitigation Strategy (LMS) Task Force is responsible for identifying county-wide vulnerabilities and opportunities to reduce future losses in spite of the occurrence of natural or man-made hazards. The LMS promulgated by the County BOCC and each municipal government in the County, and approved by both the State of Florida and FEMA, includes an analysis of potential hazards, examples of past impacts, and strategies to reduce risk. In addition, the LMS Task Force has developed a prioritized list of mitigation projects for which funding will be sought. The list is revised and updated by the Task Force as circumstances change, new opportunities emerge, and projects are completed.

FRAMEWORK FOR LONG-TERM RECOVERY AND REDEVELOPMENT

Nassau County is vulnerable to a variety of hazards including tropical cyclones, high winds, storm surge, wildfire, and floods; all of which have the potential to require large-scale recovery and redevelopment. The County realizes that an all-inclusive approach is necessary to proactively prepare for, recover from, and restore normalcy following a catastrophic disaster.

While disaster response activities (i.e. stabilization, life safety, property protection, and meeting basic human needs) overlap with initial disaster recovery operations, their focus is different. In the weeks and months following a catastrophic event, debris removal, post-disaster housing, individual and business assistance, restoration of essential services, and community redevelopment incorporating mitigation measures to protect both natural resources and structures (i.e. the whole-community's health and welfare) become the priorities.

Like the NDRF, Nassau's *Post-Disaster Recovery and Redevelopment Framework* (PDRRF) encourages an inclusive recovery process which engages the whole community through a strategic approach to leading, managing, and coordinating recovery efforts while enhancing community resilience. The following guidance is designed to facilitate effective coordination of local recovery efforts among the County, the FDEM Recovery Bureau, the business community, and various non-governmental organizations. It ensures ongoing all-hazard post-disaster readiness, allowing County leadership to move swiftly to begin the recovery process while response operations are still taking place, then to expedite implementation of key Recovery Support Functions (RSFs) leading to sustainable redevelopment and mitigation, which results in an increasingly resilient community. As infrastructure recovery and community redevelopment become the primary focus post-disaster, responsibilities transfer from the EOC Commander to the County Manager in the role of **Disaster Recovery & Redevelopment Coordinator** (DRR Coordinator).

CORE PRINCIPLES OF LONG-TERM RECOVERY AND COMMUNITY REDEVELOPMENT

Recovery and redevelopment are long-term processes requiring collaboration among multiple entities to restore, revitalize, and protect the whole community's health, social, cultural, and environmental well-being. Incident-specific short-term activities can meet immediate needs, but long-term processes are necessary to resolve unmet needs and redevelop the community. These processes will be directed by the *Disaster Recovery & Redevelopment Coordinator* (DRR Coordinator, i.e. County Manager) and coordinated via functional working groups/task forces led by designated County Department heads. The DRR Coordinator may also participate in joint conference calls with the Nassau County Emergency Management Director (EMD), municipal leaders, Non-Governmental Organizations (NGOs), Voluntary Organizations Active in Disasters (VOAD), public and private regional partners, FDEM Recovery Bureau staff, and Joint Field Office (if established) to prevent duplication of effort and ensure no local issues or unmet needs "slip through the cracks." Recovery and redevelopment are guided by nine core principles:

1. **Individual and Family Empowerment** – Community members must be given an equal opportunity to participate in recovery and redevelopment efforts in a meaningful way. Individuals and families should be given the assistance needed to sustain their physical, emotional, social, and economic well-being as they rebound from their losses. The restoration of health and psychological services is critical post-disaster. Access to these services is necessary for recovery from the emotional trauma of disaster.
2. **Leadership and Local Primacy** – Successful recovery requires an informed and coordinated leadership system that assumes responsibility in planning for and managing all aspects of the community’s post-disaster restoration and redevelopment. It also means recognizing that local government has the primary responsibility for recovery and redevelopment of the community, and should take the lead role in planning for and managing those processes.
3. **Pre-Disaster Recovery and Redevelopment Planning** – The speed and success of a community’s recovery is greatly enhanced by establishing processes, policies, and protocols *prior* to a disaster. The whole-community pre-disaster planning process also helps identify preparedness and mitigation actions that can be implemented to significantly reduce vulnerabilities and risks associated with hazards’ impacts.
4. **Partnerships and Inclusiveness** – Simply put, collaboration across groups, sectors, and multiple government entities promotes successful preparation for effective recovery and redevelopment operations. Open and inclusive planning allows input from members of the public and all parties involved in disaster recovery, provides for the clear determination of post-disaster roles and responsibilities, and reduces duplication of effort.
5. **Public Information** – Frequent, clear, consistent, and culturally-appropriate messaging promotes successful outcomes by managing expectations and providing clear direction as to government’s role, personal responsibilities, existing resources, available assistance, requirements, and process timelines.
6. **Unity of Effort** – Inter-disciplinary synergy and mutual respect among diverse groups partnering to develop a consensus on clear, measurable objectives and the most beneficial use of their individual expertise and resources; a variety of public and private stakeholders coming together to address a common cause, successful recovery and redevelopment of the community.
7. **Timeliness and Flexibility** – Successful recovery processes uphold the values of timeliness and flexibility while coordinating activities and providing assistance to minimize delays or lost opportunities. They ensure policies, programs, and practices are adaptable enough to meet changing needs, strategically sequence recovery decisions, promote coordination, address potential conflicts, and build “ownership” of the recovery and redevelopment missions among stakeholders.

8. **Resilience and Sustainability** – Instituting practices to minimize the community’s vulnerabilities and risk, strengthen the whole community’s ability to withstand and recover from disaster, and redevelop with increased resistance to future hazards. Implementation of the *National Infrastructure Protection Plan* (NIPP) risk management framework during redevelopment enhances the resilience of critical infrastructure.
9. **Psychological and Emotional Recovery** – Post-disaster processes address the full range of a community’s emotional and psychological needs; helping individuals handle the shock and stress associated with physical and personal losses, abrupt changes to normalcy, and obstacles to rebuilding homes, businesses, and day-to-day routines. Plans must acknowledge and build upon the connections between the holistic recovery of individuals and families and the redevelopment of a resilient community.

FRAMEWORK DEVELOPMENT

The National Disaster Recovery Framework (NDRF) states that successful recovery requires informed, coordinated leadership throughout all levels of government, sectors of society, and phases of the recovery process. The foundation of the framework for successful post-disaster recovery and redevelopment is leadership committed to an inclusive pre-disaster planning process. It requires pro-active community engagement, public awareness, and consistent participation with a focus on resilience. Nassau County’s established Executive Policy Group, Advisory Council, department heads responsible for managing the RSFs, and non-governmental partners in the private and non-profit sectors are key contributors to the whole-community-planning process and play an important role in meeting local post-disaster needs. The RSF-Leads ensure that their PDRRF planning task forces develop a strategic approach to prioritizing and coordinating post-disaster recovery efforts to provide necessary community outreach, needs assessments, and redevelopment assistance. The public-private partnerships established in advance of a disaster improve the speed and quality of post-disaster coordination and decision-making, which are key to a well-managed recovery and redevelopment process across the continuum illustrated on the following page (**Figure 27**).

FIGURE 1. RECOVERY CONTINUUM – DESCRIPTION OF ACTIVITIES BY PHASE

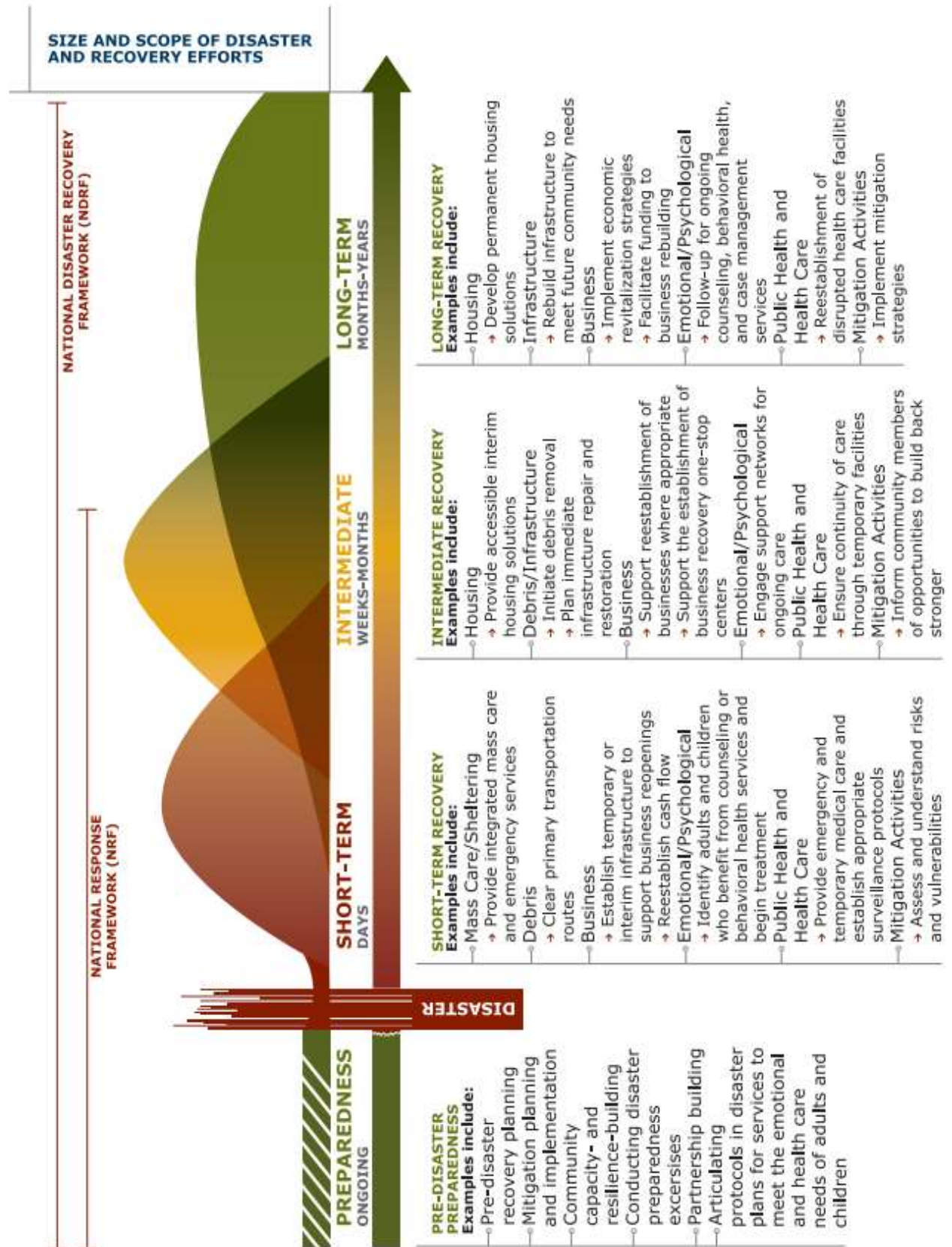


FIGURE 27 – NDRF’s RECOVERY CONTINUUM OF ACTIVITIES

ORGANIZATIONAL FLEXIBILITY

Like the National Incident Management System and ICS, the NDRF underscores the need for a scalable structure that can be adjusted to address the recovery and redevelopment needs without overburdening the entities responsible for continuity of essential services.

Government offices may have to develop new capacities, staffing and management structures may realign, and workers learn new skills to meet the changing needs of a post-disaster environment. This flexibility facilitates the application of laws, regulations, and policies in the context of disaster-recovery, enhancing the ability to effectively govern in unexpected situations. Most importantly, adaptability of local government is consistent with the integrity and accountability expected of taxpayer-funded programs. The recovery functions described within the framework unite government entities and supporting organizations, including those not active in disaster response, leveraging their core recovery capabilities to identify and resolve community recovery and redevelopment challenges. Tasks common to the disaster recovery and redevelopment process include:

- Ongoing pre-disaster preparedness and mitigation activities
- Assessment of post-disaster damage and documentation of the hazard's impacts to infrastructure
- Gathering documentation necessary to justify local government's disaster expenses and to apply for Public Assistance (PA)
- Facilitating Household and Individual Assistance (HIA) applications for residents
- Providing enhanced post-disaster social and health services for the community
- Facilitating corporate and small business recovery; Small Business Administration (SBA) loan assistance, expediting inspections and permitting
- Stabilization of the economy; Revitalization of commerce and tourism
- Incorporating mitigation "best-practices" and natural resource protections when rebuilding infrastructure

The DRR Coordinator is responsible for overseeing the government entities assigned to plan for and lead the six NDRF Recovery Support Functions (RSFs), the core capabilities of which are described later in this framework:

- Community Planning and Capacity Building – *Nassau County Planning & Economic Opportunity Department*
- Economic – *Nassau County Planning & Economic Opportunity Department*
- Housing – *Nassau County Building Department*
- Infrastructure Systems – *Nassau County Engineering Services Department*
- Natural and Cultural Resources – *Nassau County Parks & Recreation Department*
- Health and Social Services – *Florida Department of Health – Nassau County*

These RSF Leads are delegated the responsibility and authority by the DRR Coordinator/County Manager to coordinate across the multiple public, private, and charitable organizations necessary to establish the working groups or “task forces” vital to ensure all parties are given a voice during planning and decision-making and all available resources are brought to the table for the good of the recovering community. Preparing Memoranda of Understanding for the RSF task force members will clarify expectations and solidify partnerships among the stakeholders and assisting faith-based, nonprofit, and private sector entities. In addition to county and municipal governments, other boards, committees, and stakeholders that should be given the opportunity to participate in recovery and redevelopment planning include (this is not an all-inclusive list):

- ADA Advisory Committee
- Affordable Housing Advisory Committee
- Amelia Island Tourist Development Council
- Arts and Culture Nassau
- Barnabas Nassau
- Chambers of Commerce
- Code Enforcement Board
- Community Development Boards
- Community Alliance of NE FL
- Conditional Use & Variance Board
- Construction Board of Adjustments & Appeals
- Council on Aging
- Development Review Committee
- Economic Development Board
- Environmental Health Services
- Family Support Services of North FL
- Florida Dept of Environmental Protection
- Florida Forest Service
- Hospital and Public Health Services
- IFAS County Extension Services
- Library Advisory Board
- Municipal Engineering Services
- Municipal Public Works Depts.
- Nassau County Mental Health
- NE FL Community Action Agency
- NE FL Planning Council
- NE FL Long-Term Recovery Organization & Member Agencies
- Planning and Zoning Board
- Recreation Commission
- School District and Higher Education Representatives
- St. Johns River Water Management District
- St. Mary’s River Management Committee
- The Salvation Army’s Nassau County Hope House
- Utility Companies in the County
- Value Adjustment Board
- Westside Heritage Preservation Committee
- Faith-Based and Ecumenical Organizations
- Surrounding Florida and Georgia Counties
- Interested Members of the General Public

During pre-disaster planning, the RSF task forces examine existing recovery resources and alternative sources of funding so that assistance can be accelerated after any disaster. In

addition to traditional public and NGO assistance, the County may plan to partner with other sources of help such as foundations, universities, and private-sector entities. Task force members collaborate to plan for community redevelopment by establishing priorities and ways to maximize potential resources to rebuild critical infrastructure, housing, schools, businesses, and the social, historical, and cultural fabric of the community in an increasingly resilient manner.

Sustainable development, environmental protection, historic preservation, and financial elements must be incorporated into long-term recovery plans. As limitations in local recovery and redevelopment capacity are identified, alternate means must be identified to supplement local resources. Once recovery and redevelopment plans are developed by each RSF task force, they must be evaluated, and revised as needed, through stakeholder seminars, workshops, and exercises. Changes in the County's population, built environment, financial conditions, and strategic direction may necessitate changes to RSF plans. Local opinions are incorporated into these plans so that the whole community's recovery needs are met in a holistic manner and resilient redevelopment can be incorporated into the County's "master plan."

TRANSPARENCY AND ACCOUNTABILITY

The RSF planning task forces provide a network to establish processes for identifying and prioritizing key recovery actions and redevelopment projects, as well as planning for surge staffing and management structures to support the increased workload in such areas as permitting, code-enforcement, grant application-writing, contract development, and project oversight, while maintaining continuity of normal operations and public services. Community input should be invited and their perspectives regarding challenges and desired outcomes taken into consideration by the task forces. Discussions regarding PDRR resources or operational planning that take place during meetings of the Advisory Council shall be noted in the minutes and shared with the RSF Leads for distribution among their task force members. Transparency and accountability throughout the post-disaster planning and operational processes should be clearly evident.

Government and private organizations that will be providing post-disaster assistance are strongly encouraged to have a system of documentation for tracking those efforts, for both accountability and to enable prompt adjustments to meet changing needs. Organizations which traditionally provide post-disaster assistance (e.g. FEMA, Small Business Administration, Team Rubicon, and American Red Cross) have established metrics for tracking progress and can help with methods for ensuring accountability and reinforcing realistic expectations. Baseline impact assessments define known recovery issues and the extent of redevelopment necessary; these are necessary in order to establish realistic end-state goals. The desired outcomes should focus on overall results and resilience rather than target numbers (e.g., families in permanent housing vs. the number of units constructed). Assessments tracking redevelopment progress and gaps among the housing, business, environmental, infrastructure, and health and social services sectors should be ongoing. The information should be incorporated into the County's strategic plans.

RESPONSIBILITIES AND COORDINATION

Successful recovery and redevelopment after a disaster relies on partnerships, unity of effort, and a clear understanding of pre- and post-disaster responsibilities. **Individuals and households** need to be prepared to sustain themselves in the immediate aftermath of any disaster. Pre-disaster preparedness and mitigation actions impact post-disaster success. They reduces stress, allow efficient allocation of resources, and improve the ability of citizens to take control of their own recovery and shape the community's redevelopment. Personal preparedness actions include carrying adequate insurance and maintaining essential levels of critical supplies (e.g., medication, water, food).

The **commercial sector** is responsible for taking action to ensure they can restore operations quickly post-disaster. The re-opening of businesses helps the community recover more quickly by retaining and providing jobs to stabilize the local economy. Private-sector companies operate a significant portion of critical infrastructure (e.g., power, fuel, financial institutions, and telecommunications systems). Businesses and critical infrastructure owners have an important responsibility to improve resilience by mitigating risks to hazards, maintaining all-hazards insurance policies, and developing continuity of operations plans. Involving local businesses in the County's pre-disaster planning builds public confidence in the community's post-disaster capabilities.

The **DRR Coordinator and RSF Leads** have direct responsibilities to ensure planning takes place pre-disaster: resources identified, partnerships forged, surge staffing alternatives developed, understandings and agreements finalized. Post-disaster the DRR Coordinator directs operations and ensures continued two-way communication takes place with the public, assisting organizations, and all levels of government involved (e.g., State Recovery and Redevelopment Coordinators, state and federal representatives in the Joint Field Office). As mentioned earlier, the organizational structure for recovery and redevelopment operations is scalable.

The objective of each RSF is to facilitate identification, coordination, and delivery of State and Federal aid needed to supplement local efforts. They also encourage investments and contributions by the business sector, individuals, NGOs, civic and faith-based organizations to accelerate the process of recovery, redevelopment, and revitalization. Examples from the NDRF illustrating possible organizational structures for levels of government and the flexibility of RSFs are provided in **Figure 28** and **Figure 29** on the following page for reference. The DRR Coordinator will determine the specific redevelopment objectives for the County's RSFs based upon the incident's local impacts and resulting needs.

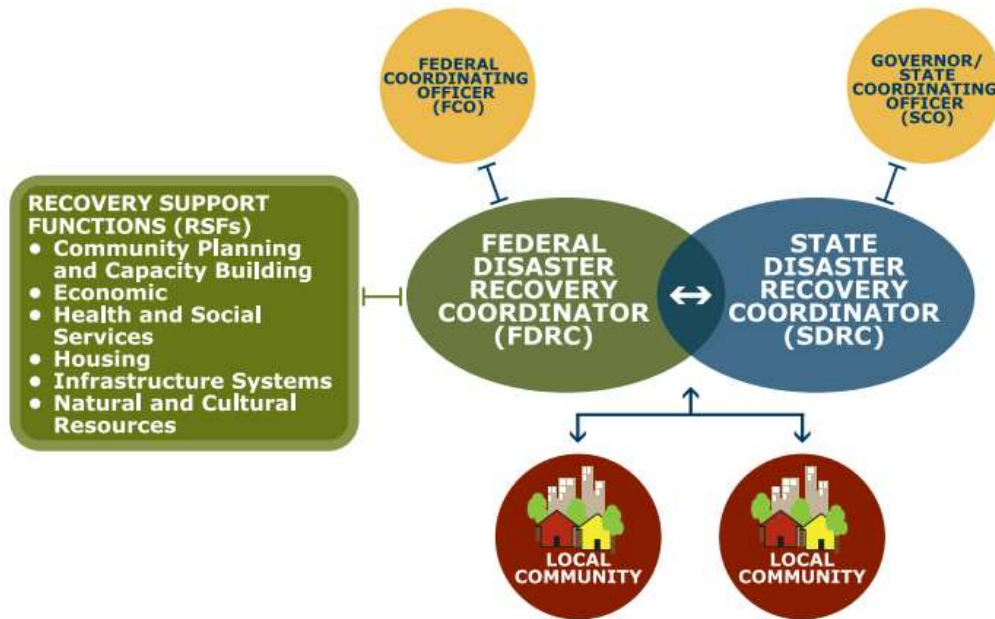


FIGURE 28 – POSSIBLE POST-DISASTER ORGANIZATION OF LEVELS OF GOVERNMENT

DISASTER WITH CATASTROPHIC IMPACT ON MULTIPLE SECTORS

(This example shows how the RSF system is adaptable to align with unique sector designations that each state may organize. In this case, the State organizes its recovery sectors around Public Health and Health Care, Human Services, Education, Transportation and Infrastructure, Public Safety and Flood Protection, Environmental Management and Coastal Restoration. Of these seven sectors, there are three groups with each group being supported by a particular RSF.)

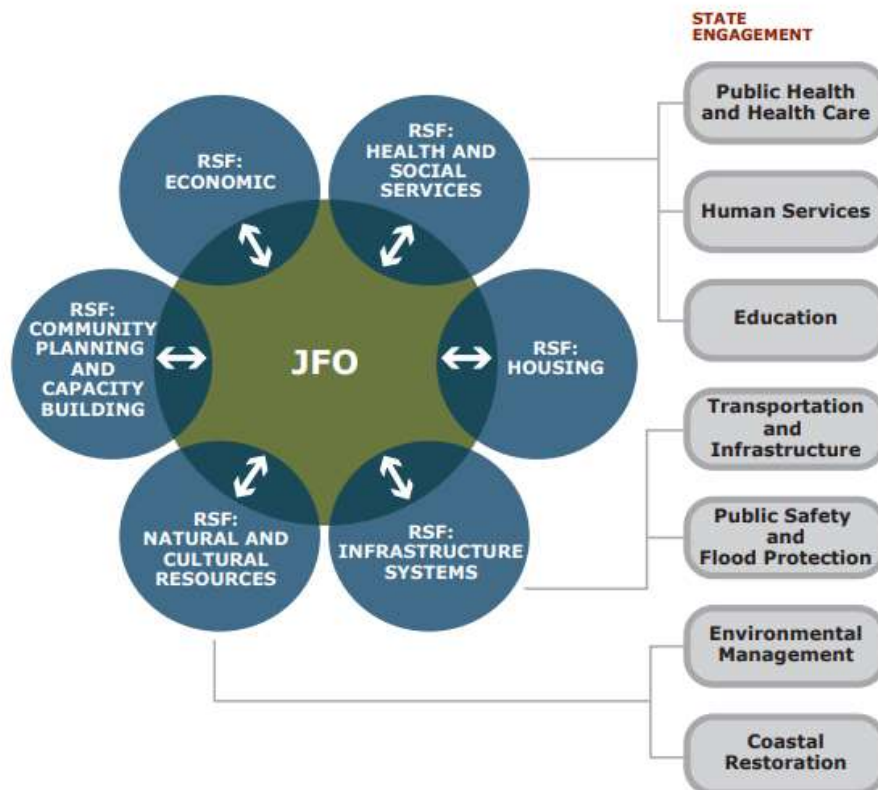


FIGURE 29 – POSSIBLE RSF SYSTEM ORGANIZATION POST-DISASTER

THE FRAMEWORK'S SIX RSFs***Community Planning and Capacity Building RSF***

- **Mission:** Supporting and building recovery capacities and community planning resources to effectively plan for, manage, and implement disaster recovery, redevelopment, and revitalization activities following disastrous or catastrophic incidents.
- **Core Capabilities:** Effective planning and implementation of recovery and redevelopment activities that engage the whole community, achieve their objectives, and increase resilience. It emphasizes hazard mitigation throughout the continuum of pre- and post-disaster recovery planning and redevelopment processes.
- **Pre-Disaster:**
 - Develops partnerships with State and Federal extension programs, professional associations, higher-level education systems, NGOs, and community leaders
 - Coordinates the planning assistance and technical support to ensure all populations within the jurisdiction are included in the full range of recovery efforts
 - Coordinates resolution of issues identified in after-action reports that present barriers of challenges to effective post-disaster support
 - Develops multi-disciplinary best-practices for recovery and redevelopment
 - Utilizes multi-hazard risk assessments to identify vulnerabilities, and promotes ongoing mitigation efforts
- **Post-Disaster:**
 - Maintains robust communications among all partners and stakeholders
 - Coordinates provision of planning and technical assistance resources to units of government to support surge capacity needs in functional areas such as financial management, damage assessment, hazard mitigation, building inspections, and permitting
 - Develops technical assistance teams to support assistance for individuals and households with unmet needs
 - Provides technical assistance and support to integrate sustainability, mitigation, smart growth, and sound land-use principles into redevelopment decision-making
 - Captures after-action recommendations and lessons learned; develops action plans to address identified gaps

Economic RSF

- **Mission:** Integrate expertise at all levels of government and the private sector to sustain employment, rebuild businesses, and develop new commercial and labor opportunities that result in a sustainable and economically resilient community.

- **Core Capabilities:** Return financial, agricultural, industrial, commercial, and professional business activities to a state of viability; facilitating the progression from external revitalization assistance to long-term community self-sustainment.
- **Pre-Disaster:**
 - Identifies statutory, regulatory, and policy issues that contribute to gaps and unmet needs in economic recovery
 - Develops innovative solutions to improve preparedness, leverage mitigation, and promote resilience in comprehensive land use policy
 - Incentivizes business and individual preparedness and mitigation activities
 - Promulgates resiliency policies and practices in government and stakeholder operations
 - Promotes participation in disaster information networks among the business sector
 - Engages leadership to sustain preparedness activities for all-hazards
- **Post-Disaster:**
 - Applies and integrates plans to most effectively utilize resources and available programs to meet local recovery needs while aggressively integrating with the private sector to facilitate early and productive engagement
 - Engages local and state workforce development and retraining systems as a means to help individuals who cannot return to work, whether due to business closure or disability resulting from the disaster
 - Incorporates mitigation measures into redevelopment to rebuild a stronger community and minimize future risks
 - Provides technical assistance and data related to economic redevelopment
 - Maintains communications among partners to ensure effective information sharing

Health and Social Services RSF

- **Mission:** Restore public health, preventive health care, behavioral/psychological care, medical treatment, and social services networks to ensure access and promote the improved resilience, health, and well-being of the community.
- **Core Capabilities:** Restoration and continuation of the provision of health and medical care services to all populations in the jurisdiction.
- **Pre-Disaster:**
 - Collaborates with the entities responsible for Emergency Support Functions (ESFs) 3, 6, 8, and 11 (i.e. public works and engineering, mass care, public health and medical services, food and water distribution) to ensure plans for transition from response to recovery are included in preparedness and emergency operations plans
 - Develops strategies to address health system recovery issues, including the needs of response and recovery workers (e.g., personal protection equipment and

- vaccinations), children and seniors; those with disabilities, access, and functional needs; and impoverished, remote, and underserved populations
- Promotes sustainability, mitigation, and resilience in operational plans
- **Post-Disaster:**
 - Maintains situational awareness to identify and mitigate potential obstacles to recovery; ensures information sharing
 - Leverages emergency protection measures and hazard mitigation resources and coordinates State and Federal resources to expedite local recovery
 - Provides impact analyses and technical assistance to support redevelopment of public health, health care, and human services infrastructure
 - Conducts ongoing assessments of population health; monitors food, air, animal, and water conditions to ensure public safety, and coordinates resources to address needs
 - Implements plan to transition from recovery to redevelopment and a more resilient steady-state community public health and medical care system.

Housing RSF

- **Mission:** Address pre- and post-disaster housing issues. Expedite the provision of transitional housing for displaced disaster victims. Coordinate and facilitate the rehabilitation and reconstruction of damaged and destroyed housing, and the development of safe, accessible, affordable permanent housing options for disaster survivors.
- **Core Capabilities:** Implement housing solutions that effectively support the variety of needs across the population and contribute to the sustainability and resilience of the whole community.
- **Pre-Disaster:**
 - Works with local and State organizations to develop housing redevelopment plans in coordination with the National Disaster Housing Task Force’s Joint Housing Solutions Group
 - Identifies strategies that address a broad range of post-disaster housing recovery issues, including planning, zoning, design, production, logistics, codes, and financing
 - Ensures accessibility, resilience, sustainability, and mitigation measures are incorporated in housing redevelopment strategies
- **Post-disaster:**
 - Coordinates and leverages available State and Federal housing support resources to assist local needs
 - Encourages rapid appropriate decision regarding land use and housing redevelopment

- Identifies gaps and coordinates resolutions of conflicting policy and program issues
- Maintains robust communications and information sharing among all assisting entities and the public to ensure ongoing dialog and whole-community inclusion

Infrastructure RSF

- **Mission:** Facilitate the integration of a variety of public and private infrastructure owners and operators to expedite recovery while ensuring sustainable, resilient redevelopment.
- **Core Capabilities:** Efficiently restore infrastructure systems to support a viable sustainable community redevelopment that mitigates future risks across infrastructure sectors as identified in the *National Infrastructure Protection Plan* (NIPP) Partnership Framework.
- **Pre-Disaster:**
 - Facilitates inter-agency coordination, information sharing, and development of best practices
 - Develops rapid recovery guidance based upon relevant statutory and regulatory programs, potential capabilities among partners, and identified limiting factors
 - Identifies critical facilities to ensure actions are taken to mitigate risks
 - Supports inter-agency planning, education, training, and outreach efforts to enhance rapid recovery capabilities
- **Post-Disaster:**
 - Participates in assessment of damage and community needs to facilitate rapid recovery and redevelopment
 - Resolves conflicts resulting from competition for key resources essential for sustainable infrastructure recovery
 - Ensures resilient infrastructure considerations are prioritized and integrated into long-term public and private sector community redevelopment plans, promoting rebuilding in a manner that reduces vulnerability to future hazards
 - Monitors infrastructure recovery and redevelopment operations to avoid redundant, counterproductive, or unauthorized use of limited capital resources

Natural and Cultural Resources RSF

- **Mission:** Address long-term environmental and cultural resource needs to protect from future damage or losses.
- **Core Capabilities:** Protect natural and cultural resources and historic properties; preserve, conserve, rehabilitate, and restore them in a manner consistent with community priorities and applicable laws.
- **Pre-Disaster:**
 - Identifies State and Federal programs and incentives to support the preservation, protection, conservation, and restoration of natural and cultural resources.

- Develops an action plan to identify and address the community's priorities for restoration of, and protective measures for, natural and cultural resources.
- Identifies gaps and reconciles inconsistencies among regulations, policies, program requirements, and processes used in disaster recovery that may affect natural and cultural resources.
- Works with private nonprofits and other NGOs to encourage governments to include risk reduction for natural, cultural, and historic resources in emergency response and disaster recovery plans
- Promotes hazard mitigation and protection of cultural and natural resources utilizing coastal barriers, zoning restrictions, protective retrofitting, proactive floodplain and wetland management strategies to reduce vulnerabilities
- **Post-Disaster:**
 - Secures State and Federal resources through available programs to meet local needs
 - Implements the natural and cultural resources protection and revitalization action plan
 - Improves natural and cultural resource protection through hazard mitigation during restoration activities
 - Addresses gaps and coordinates cross-jurisdictional resources and restoration activities to ensure consistency and avoid duplication of effort
 - Maintains a robust communications network to ensure ongoing dialogue and information sharing among all levels of government, public and private partners.

The processes used for facilitating recovery and redevelopment are more flexible, context based, and collaborative in approach rather than the task-oriented approach used during the response phase of an incident. While response ESF activities may take weeks or months, the RSF operations to redevelop and revitalize the community and mitigate future hazards may continue from months to years. Post-disaster RSF action plans often must be implemented before it is known if federal financial assistance will be available. That is why it is so important for each RSF Lead to conduct ongoing comprehensive pre-disaster planning and partnership-building to ensure post-disaster continuity of critical and essential services as well as holistic redevelopment of a more disaster-resilient community.

POST-DISASTER PUBLIC ASSISTANCE

A Presidential Emergency or Major Disaster must be declared in order to begin the federal Public Assistance (PA) application process to support local costs for life-safety and emergency measures executed during a disaster response, or subsequent critical infrastructure repairs and redevelopment. Usually, a formal post-disaster Preliminary Damage Assessment (PDA) of public infrastructure is necessary to obtain a Declaration. PDAs must be conducted in accordance with FEMA's *Damage Assessment Operations Manual* (www.fema.gov/media-library/assets/documents/109040) and denote the number of structures in each damage

category (i.e. affected, minor, major, or destroyed) as well as valuations. If indicated by the extent of the hazard's impact, Joint PDA Teams comprised of County, State, and Federal assessors may be needed. FEMA's published Right of Entry (ROE) form (<https://www.fema.gov/media-library/assets/documents/29816>) may be adapted locally and executed by property owners wishing to grant ROE to authorized governmental disaster recovery or VOAD personnel for the purpose of needs assessments, protective actions, or recovery assistance.

If the magnitude of the incident's impact is likely to exceed local recovery capabilities, the collected PDA data, combined with documented expenses for "eligible costs," are used to support a request for a Presidential Emergency or Major Disaster Declaration and subsequent PA requests for supplemental response, recovery, and redevelopment funds (see **Appendix A**). Eligible costs are broken down per 44 CFR 204.42 into these categories:

- Pre-positioning costs
- Mobilization and demobilization
- Travel and per diem costs
- Labor costs
- Equipment and supplies
- Emergency work
- Fires on co-mingled State/Federal land
- Temporary repair of damage caused by firefighting activities

All entities that might be eligible to submit a PA funding request must be involved in the PDA process and damage value assessments, and as such the leadership or delegates of the affected entities are included in all post-disaster meetings and discussions. The "eligible applicants," also responsible for ensuring their recovery and redevelopment activities incorporate mitigation measures, include the stakeholders involved in the RSFs:

- County and municipal governments
- School districts
- Local public authorities
- Established "special districts"
- Natural features improved for the benefit of the public such as a realigned channel, or a terraced slope, maintained on a regular schedule to ensure they perform as designed
- Private Non-Profit (PNP) tax-exempt organizations that provide a critical service (i.e. education, utility, emergency, or medical, as illustrated previously in **Figure 17**)
- Essential governmental-type services with a regularly maintained facility or equipment, open to the public (see **Figure 18**)

Once a Presidential Emergency or Major Disaster Declaration is made based upon the PDA information FEMA's *Public Assistance Application Process* can begin.

The PA “Applicant Briefing,” conducted by the assigned FEMA Program Delivery Manager and State Recovery experts, is attended by the EMD, County Manager, Director of the County’s OMB, and leadership for the affected municipalities and other eligible applicant organizations, based upon incident impact and response circumstances. If approved, the PA application process can proceed with meetings among the eligible local applicants, State, and Federal representatives to discuss detailed damage and value reports, the development of specific projects, scopes of work, and cost estimates that will be used by FEMA to determine their obligation of grant funds. As of the 2017 launch of FEMA’s New PA Program Delivery System, specific *Site Inspection Report* forms are used for the various sub-type in each of the PA program’s damage and expense categories:

- Category A – Debris
- Category B – Emergency Work
- Category C – Public Works, Culverts, Roads, and Bridges
- Category D – Dams, Reservoirs, Pumping Facilities, Drainage Channels, Navigational Waterways, Levees, Sediment Debris, Retention Basins
- Category E – Buildings, Vehicles, and Equipment
- Category F – Utilities
- Category G – Beaches, Parks, and Mass Transit

RSF Leads should be incorporating hazard mitigation projects in their redevelopment plans prior to any disaster. Mitigation projects should be consistent with the County’s promulgated Local Mitigation Strategy (LMS) and submitted to LMS Task Force for prioritization. Project proposals can be submitted for ranking at any time during the year but must be on the prioritized list to be considered for funding. Budget projections and cost-benefit analyses should be developed by the RSFs well in advance so that redevelopment mitigation projects are ready for submission when a post-disaster Notice of Funding Opportunity is announced by the Hazard Mitigation Grant Program (see **Appendix B**). Other federal hazard mitigation programs (e.g., Pre-Disaster Mitigation, Flood Mitigation, and Hurricane Loss Mitigation) announce opportunities for project funding throughout each fiscal year, regardless of recent disaster. See <https://www.floridadisaster.org/dem/mitigation/> for more information.

POST-DISASTER INDIVIDUAL ASSISTANCE

RSFs contribute data to support the community’s request for a post-disaster Individual Assistance (IA) declaration, allowing eligible citizens in need to apply for disaster assistance. Applications for federal assistance must be made by the individuals, but the RSFs can facilitate applications for Small Business Administration (SBA) loans, the Individuals and Households Program (IHP, see **Appendix C**), the Transitional Shelter Assistance (TSA) Program that supports temporary housing, as well as for other opportunities for financial, nutritional, and legal assistance needed for individual recovery and community redevelopment.

Working with the FDEM Recovery Bureau, the DRR Coordinator may arrange to have one or more Disaster Recovery Centers (DRCs) opened in impacted areas. The DRC may be in a readily accessible fixed-facility designed for congregate activities or a mobile office where survivors can go and speak directly to representatives from FEMA, the SBA, FDEM, RSF representatives, and assisting post-disaster support agencies (e.g., disaster legal services, crisis counseling) to get/verify information and receive individualized help applying for the appropriate available State and Federal programs.

To assist local governments' administration, public works, social services, and procurement personnel with the coordination and documentation processes needed for the various federal post-disaster assistance programs, detailed explanations, worksheets, required forms, and procedural tips have been assembled by NCEM planners in a separate handbook dated January 2019, the *Recovery Coordination, Public Assistance, and Individual & Household Assistance Guide*.

FUNCTIONAL AND HAZARD-SPECIFIC ANNEXES

While this CEMP is comprehensive, as the “base plan” it does not address, in detail, all of the resources needed or inter-departmental and inter-agency coordination that must take place to execute specific functions, nor all of the response functions that must be synergized to effectively prepare for and react to specific hazards. Multiple handbooks and guides (e.g., the *EOC Handbook*, the *Recovery Coordination*, *Public Assistance*, and *Individual & Household Assistance Guide*) have been assembled by NCEM planners to facilitate EOC operations and the execution of emergency management plans. The following *Individual Functional and Hazard-Specific Annexes* have been developed or are in the development/revision process to supplement this CEMP:

Table 18 – Functional and Hazard Specific Annexes and Guides

Annex/Guide Title	Description
Crisis Communications, Public Alerts, and Warning	Effective crisis communication strategies, message mapping, addressing rumors, using the AlertNassau Everbridge mass notification platform for employee and citizen alerts, alerting standards and the International Public Alert and Warning System
Evacuation and Re-Entry	Timing, crisis communications, protective actions, security, traffic route control
Logistics and Resource Management	Resource requests, approvals, acquisition, and information sharing; the County Staging Area, fuel management
Mass Care and Human Services	Emergency public sheltering and mass feeding operations, facility assessment and layout, intake form, census tracking and reporting, job action sheets; special needs
Search and Rescue	Missing child or adult, post-disaster unknown structure status
Disaster Debris Management	Disaster debris estimates and considerations, temporary debris staging and reduction, and scopes of work for debris removal and debris monitoring contractors
Disaster Damage Assessment	Using IDAM software to document and evaluate damage to structures and provide assessment results in federal formats
Bulk Distribution	Point of Distribution (POD) management, potential POD site profiles
Disaster Volunteer Management and Volunteer Reception Center	Volunteer management system, the reception center, staffing, roles and responsibilities, job action sheets, and liability waiver form

Annex/Guide Title	Description
Public Health Emergency Response	Mass Prophylaxis, Alternate Medical Care during Surge, and Non-Medical Interventions, Isolation and Quarantine
Active Assailant	LEO and Rescue response, search and rescue, reunification, mass care
Severe Weather Response	Severe Storms, Tropical Cyclone, Flood, Hail, Tornado, Severe Temperatures; alert notifications and crisis communications, evacuation, mass care, damage assessment, debris management; Heat and Cold protective actions
Wildfire Response	Alert notification, evacuation, mass care, damage assessment
Hazardous Materials Release Response	Alert notification, responder safety, public health, evacuation, mass care, damage assessment
Multi-Year Training and Exercise Plan (MYTEP)	Local multi-agency training needs assessment and running projection of quarterly emergency management course offerings over the next three years
Recovery Coordination and Federal Assistance Guide	Provides guidance for post-disaster recovery coordination among agencies, departments, and non-governmental entities; explains the federal Public Assistance program/processes and Individual & Household Assistance programs
EOC Handbook and EOC IMT Checklists	Provides guidance to personnel assigned roles in the EOC during activations

The procedures described in these Annexes and Guides are reviewed biennially, and as part of the performance improvement process following a simulated or real-world implementation, by the Advisory Council. Based on the Advisory Council's findings during their reviews, NECM planners revise the documents and distribute the changes to the entities they affect.

PROGRAMMATIC EVALUATION AND IMPROVEMENT

In keeping with the National Emergency Preparedness System Planning Cycle illustrated in **Figure 2** at the beginning of this plan, and as part of the Emergency Management Program's commitment to continuous improvement, NCEM and representatives from the EM Program's Advisory Council will conduct a formal After-Action Review (AAR) of each response plan exercise and following each activation of the EOC.

Utilization of the *Lean Six Sigma*® "Plan-Do-Check-Adjust" (PDCA) process illustrated in **Figure 30** prompts NCEM planners and partners to identify successful strategies as well as opportunities for improvement, and to take action to make necessary adjustments during both Blue-Skies and Grey. Training is provided to those impacted by or involved in updated emergency preparedness plans, personnel are drilled and exercised, and the cycle continues. By this method the NCEM staff builds the County's capabilities, implements best practices throughout planning and operations, and can assure its stakeholders that the preparedness plans and response processes put into place are evidence-based.

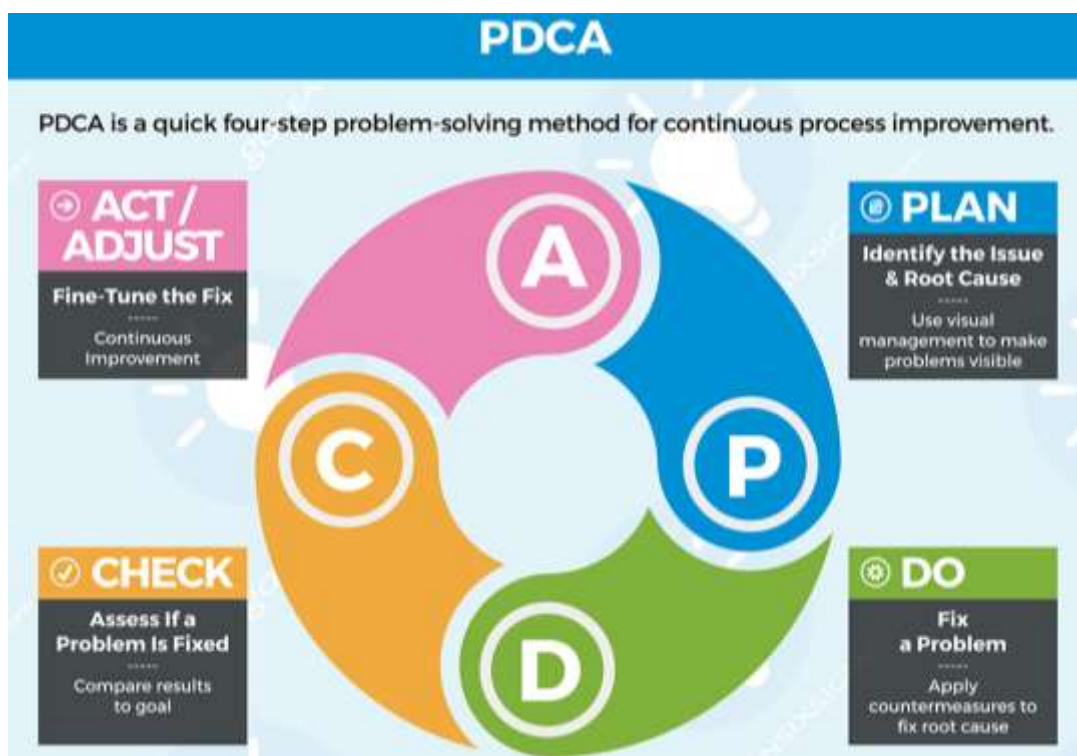


FIGURE 30 – PDCA CYCLE OF CONTINUOUS IMPROVEMENT

APPENDIX A – NEW PUBLIC ASSISTANCE DELIVERY MODEL FACT SHEET

Public Assistance

New Public Assistance Delivery Model

The Public Assistance (PA) Program is FEMA's largest grant program, averaging \$4.7 billion in assistance each year and accounting for 51 percent of the grant dollars administered by the agency. In 2014 and 2015, to identify improvements to the effectiveness of the Program, FEMA conducted an in-depth diagnostic review, analysis, and outreach that demonstrated the need for significant changes in the way FEMA implements the Public Assistance program. As a result, FEMA developed a new business model for PA Program delivery and is implementing those changes. Significant aspects of the new delivery model will provide better grants management and fiscal responsibility from beginning to end, including:

- Segmenting projects based on complexity and the type of work;
- Standardizing workflow processes, including the development of an on-line PA Grants Manager and Grants Portal technology platform to promote consistency, transparency and accountability;
- Specializing staff roles and responsibilities, matching skill sets with business process requirements to ensure quality; and
- Consolidating subject matter experts in Consolidated Resource Centers (CRC) to improve consistency and accuracy while building agency-wide capacity to support disaster operations nationwide.



PROCESS AND ROLES

The foundation of the new delivery model is a partnership between the FEMA, state, tribal and territorial emergency managers, and applicants requiring disaster recovery assistance. These parties will work together to complete the processes necessary to apply for and receive Public Assistance, as outlined below:

Phase I – Operational Planning

Objective: Identify applicants' disaster impacts and recovery priorities. The following general activities will occur after *Applicant Briefings* and approvals of applicants' *Request for Public Assistance*.

- FEMA will assign a *Program Delivery Manager (PDMG)*—a single point-of-contact assigned to each applicant—who will provide assistance to the applicant throughout the application process.
- The PDMG will conduct an *Exploratory Call* with assigned applicant representatives to obtain general information about the applicant and its disaster impacts, and to explain next steps.
 - ✓ Applicant representatives should be prepared to discuss impacts and provide the names of counterparts who may be involved.
 - ✓ Applicant representatives will learn more about the PA Grants Portal, the online database used

to manage grant applications and upload required documents.

- The applicant and PDMG will conduct a *Recovery Scoping Meeting* within 21 days of the initial call.
 - ✓ Additional applicant and FEMA representatives are expected to participate.
 - ✓ Applicants will have 60 days after the Recovery Scoping Meeting to identify and document all incident-related damages.
 - ✓ The Applicant and the PDMG should agree to weekly, one-on-one status meetings.

Phase II – Intake Damage and Eligibility Analysis

Objective: Capture and document all of the incident-related damages.

- Work that is already completed will be compiled by the PDMG, in coordination with the applicant, to ensure all supporting documentation is provided.
 - ✓ The PDMG will forward projects to the *Consolidated Resource Center* for compliance and quality assurance reviews.
 - ✓ The PDMG will contact the applicant via PA Grants Portal, as necessary, for any outstanding issues, requests for information, and for project concurrence and signature.
- Work that is still to be completed will be scheduled for a site inspection.
 - ✓ Standard and specialized inspections are arranged by the FEMA Site Inspection Task Force Leader, in coordination with the PDMG and the applicant.
 - ✓ Site inspection results are forwarded to the PDMG to ensure the essential elements of information have been gathered.
 - ✓ The PDMG will forward projects ready for submission to the CRC.

Phase III – Scoping and Costing

Objective: Validate *work-to-be-completed* projects for final processing.

- Projects are processed and reviewed by CRC specialists, in coordination with the PDMG.
 - ✓ The PDMG will contact the applicant via PA Grants Portal, as necessary, for any outstanding issues, requests for information, and for project concurrence and signature.
 - ✓ Signed projects are returned to the CRC for quality assurance and compliance reviews.

Phase IV – Reviews

Objective: Prepare eligible projects for obligation.

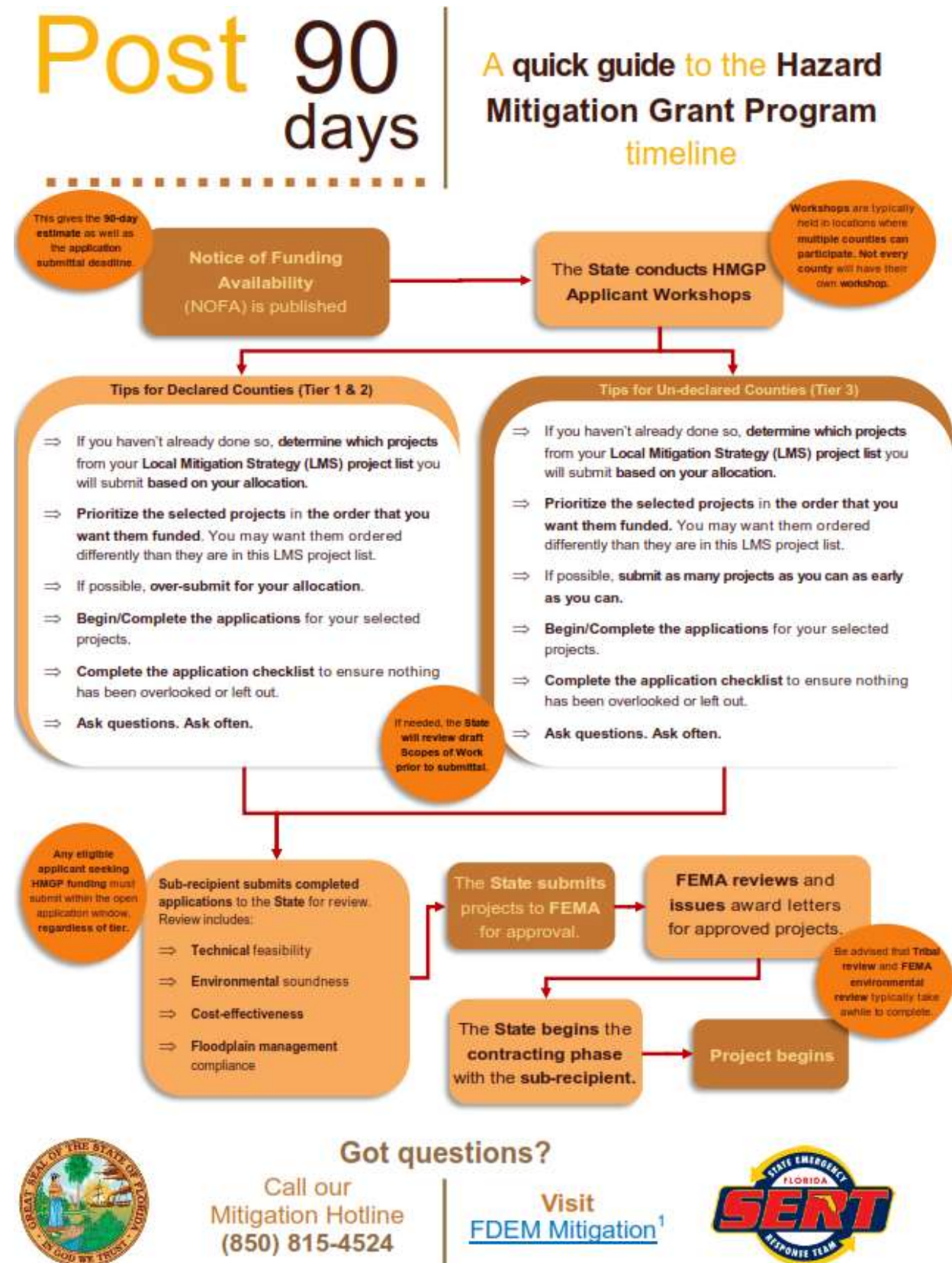
- Quality assurance teams ensure the project signed by the applicant matches data in EMMIE, which is the official system of record for obligation.
 - ✓ The recipient (grantee) and FEMA representative conducts a review of the project in EMMIE.
 - ✓ A determination letter is issued when FEMA obligates the project.

CONTINUOUS IMPROVEMENTS

FEMA's continued focus on strengthening people, processes, procedures, and tools will expedite community recovery by bringing greater simplicity, accuracy, efficiency, accessibility, and timeliness to the PA program. The success of the new delivery model depends on the strength of internal and external partnerships. A key aspect of the new model is continuous improvement; the agency will monitor progress, receive feedback, and make on-going adjustments and improvements to the process and tools throughout the implementation stages and beyond.

For more information visit [online at https://www.fema.gov/new-public-assistance-delivery-model](https://www.fema.gov/new-public-assistance-delivery-model)

APPENDIX B – HAZARD MITIGATION GRANT PROGRAM TIPS



APPENDIX C – INDIVIDUALS AND HOUSEHOLDS PROGRAM FACT SHEET

Individuals and Households Program

FEMA's Individuals and Households Program (IHP) provides financial and direct services to eligible individuals and households affected by a disasters who have uninsured or underinsured necessary expenses and serious needs. IHP is not a substitute for insurance and cannot compensate for all losses caused by a disaster; it is intended to meet the survivor's basic needs and supplement disaster recovery efforts.

IHP Eligibility

These general conditions must be met for an applicant to be eligible to receive IHP Assistance:

- The applicant must be a U.S. citizen, non-citizen national, or qualified alien.
- FEMA must be able to verify the applicant's identity.
- The applicant's insurance, or other forms of disaster assistance received, cannot meet their disaster-caused needs.
- The applicant's necessary expenses and serious needs are a directly result of a declared disaster.

IHP Housing Assistance Provision

FEMA determines the appropriate types of Housing Assistance for which an individual or household may be eligible based on disaster-caused loss, access to life-sustaining services, cost-effectiveness, and other factors. Individuals and households may receive more than one type of Housing Assistance, including a combination of financial assistance and direct services for disaster damage to a disaster survivor's primary residence.

Financial Housing Assistance - FEMA provides funds paid directly to eligible individuals and households and may include the following types of assistance:

- **Rental Assistance**: To secure temporary housing while repairs are being made to the pre-disaster primary residence or while transitioning to permanent housing. Rental Assistance may be used to rent a house, apartment, manufactured home, recreational vehicle, or other readily fabricated dwelling.
- **Lodging Expense Reimbursement**: Reimbursement for hotels, motels, or other short-term lodging while an applicant is displaced from their primary residence.
- **Home Repair Assistance**: To help repair an owner-occupied primary residence, utilities, and residential structure, including privately-owned access routes (driveways, roads, or bridges) to a safe and sanitary living or functioning condition.
- **Home Replacement Assistance**: To help homeowners replace their uninsured or under-insured primary residence, destroyed by a disaster.

Direct Housing Assistance - FEMA may provide direct housing services to eligible individuals and households, when disaster survivors are unable to use Rental Assistance due to a lack of available housing resources. The impacted state, territorial, or tribal government must request Direct

Temporary Housing Assistance and FEMA must approve this assistance prior to implementation. Direct Temporary Housing Assistance is not counted toward the IHP maximum award amount and may include:

- Manufactured Housing Units: Manufactured homes provided by FEMA and made available to use as temporary housing.
- Multi-Family Lease and Repair: This assistance allows FEMA to enter into lease agreements with owners of multi-family rental properties located in disaster areas and make repairs or improvements to provide temporary housing to disaster survivors.
- Permanent or Semi-Permanent Housing Construction: Home repair and/or construction services provided in insular (limited) areas outside the continental United States and other locations where no alternative housing resources are available; and where other types of FEMA Housing Assistance are unavailable, infeasible, or not cost-effective.

IHP Other Needs Assistance Provision

Individuals and households may receive financial assistance for other disaster-caused expenses and serious needs. Eligibility for some types of Other Needs Assistance are dependent on eligibility with the U.S. Small Business Administration's (SBA) disaster loan program. The SBA provides low-interest, long-term loans to help individuals and households with personal property, transportation, and expenses for moving and storage incurred due to a declared disaster. FEMA IHP Other Needs Assistance is divided into two categories that are either *dependent* or *non-dependent* on the individual's or household's ability to qualify for a SBA disaster loan.

SBA Dependent Types of Other Needs Assistance – Only individuals or households who do not qualify for a loan from the SBA may be eligible for the following types of assistance:

- Personal Property Assistance: To repair or replace essential household items including, but not limited to, furnishings and appliances, accessibility items defined within the Americans with Disabilities Act, and specialized tools and protective clothing required by an employer.
- Transportation Assistance: To repair or replace a vehicle damaged by a disaster and other transportation-related costs.
- Moving and Storage Assistance: To relocate and store personal property from the damaged primary residence to prevent further disaster damage, such as ongoing repairs, and returning the property to the primary residence.

Non-SBA Dependent Types of Other Needs Assistance – May be awarded regardless of the individual's or household's SBA disaster loan status and may include:

- Funeral Assistance: To assist with funeral expenses incurred as a direct result of a declared disaster, which may include reallocation or reburial of unearthened remains and replacement of burial vessels and markers.
- Medical and Dental Assistance: To assist with medical or dental expenses caused by a disaster, which may include injury, illness, loss of prescribed medication and equipment, or insurance co-payments.
- Child Care Assistance: A one-time payment, covering up to eight cumulative weeks of child care expenses, for a household's increased financial burden to care for children aged 13 and under; and/or children aged 14 to 18 with a disability as defined by federal law.

- **Miscellaneous or Other Items Assistance:** To reimburse for eligible items purchased or rented after a disaster incident for an individual or household's recovery, such as gaining access to the property or assisting with cleaning efforts. Eligible items are identified by the state, territorial, or tribal government and may include items such as a chainsaw, air purifier or dehumidifier.

IHP Limitations and Requirements

Assistance Limit: Financial assistance is limited to an annually adjusted amount based on the Department of Labor Consumer Price Index. Direct Housing Assistance is not subject to the assistance limit.

Flood Insurance Requirement: Applicants whose homes are located in a Special Flood Hazard Area and who receive assistance for home repair, replacement, permanent housing construction, and/or personal property as a result of a flood-caused disaster must obtain and maintain flood insurance as a condition of accepting disaster assistance.

Payment of Assistance: Financial assistance is provided to disaster survivors by a U.S. Treasury check or through an electronic funds transfer into the recipient's bank account.

Supplemental Assistance: IHP is not intended to replace private recovery efforts but to complement those efforts when needed. FEMA's assistance is limited and is not intended to return a home to its pre-disaster condition. If a homeowner wishes to return their home to its pre-disaster condition, they may apply for a home disaster loan with the SBA.

Proper Use of Assistance: Failure to use assistance appropriately may result in ineligibility for additional assistance, and the applicant may be required to return the misused funds.

Taxation of Assistance: FEMA's assistance is not taxable and is not counted as income or a resource when determining eligibility for income assistance or income-tested benefit programs such as Social Security benefits or disability income.

Documentation: Disaster survivors may need to provide documentation to help FEMA evaluate their eligibility, such as documents pertaining to proof of occupancy, ownership, income loss, and/or information concerning an applicant's housing situation prior to the disaster.

Duration of Assistance: Assistance is limited to 18 months following the disaster declaration and may be extended, if needed.

Appeal Rights: Applicants, who disagree with FEMA's determination of eligibility or the form of assistance provided, have the right to appeal within 60 days of the date on the award or denial letter from FEMA. For more information on appealing, contact the FEMA Disaster Helpline at 1-800-621-3362. Applicants who have a speech disability or hearing loss and use a TTY can call 1-800-462-7585 directly. Those using 711 or Video Relay Services (VRS) can call 1-800-621-3362.

FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.

RESOLUTION 2019- 103

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA, ADOPTING THE 2019-2023 NASSAU
COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN AS
THE STANDARD FOR EMERGENCY MANAGEMENT IN NASSAU
COUNTY.**

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster preparedness, response, recovery and mitigation; and

WHEREAS, being prepared for disasters means being ready to respond promptly as danger threatens, to save life and protect property and to provide relief from suffering and privation; and

WHEREAS, local services may be overburdened, or inadequate and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disasters in Nassau County; and

WHEREAS, many populated areas and parts of communities may require evacuation, shelter and food until the disaster ends, services are restored and needed supplies and materials are available; and

WHEREAS, this plan is intended to provide the framework for the development of detailed operating procedures for all County forces charged with responsibility of protecting the public's health and safety from natural and technological disasters; and

WHEREAS, Chapter 27P-6.0023(1), Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

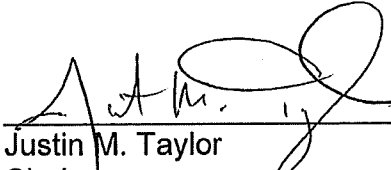
WHEREFORE, Chapter 27P-6.006(11), Florida Administrative Code, requires the governing body of Nassau County to adopt by resolution, the Nassau County Comprehensive Emergency Management Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, that:

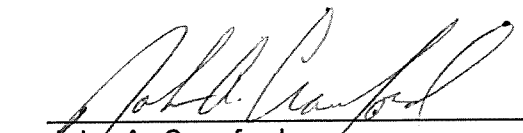
1. The 2019-2023 Nassau County Comprehensive Emergency Management Plan is hereby adopted.

PASSED AND ADOPTED this 10th day of June, 2019.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

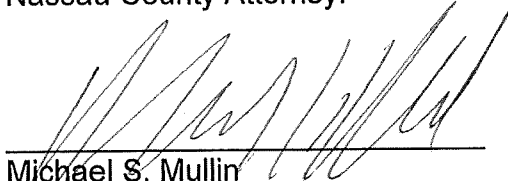

Justin M. Taylor
Chairman

Attest as to Chairman's signature:


John A. Crawford
Its: Ex-Officio Clerk

MES
66-13-19

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-132
Award Bid #19-18 - Power & Pumps, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-132

SYNOPSIS: The City of Fernandina Beach solicited bids from vendors for the purchase of twenty-two submersible sewer pumps for replacement of various existing aging pumps utilized in the City's Wastewater Lift Stations. Three bids were received and opened on July 23, 2019.

The attached Resolution recommends awarding Bid #19-18 to the lowest bidder, Power & Pumps, Inc. in the amount of \$144,231.

FISCAL IMPACT: Funds are budgeted and available in the Fiscal Year 2019/2020 Wastewater Improvements account, 450 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Resolution 2019-132

John Mandrick, Utilities Director	8/1/2019
Dale Martin, City Manager	8/8/2019
Tammi E. Bach, City Attorney	8/9/2019
Pauline Testagrose, Comptroller	8/10/2019
Katie Newton, Legal Assistant	8/13/2019

Date: July 24, 2019

Submitted By: Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2019-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE AWARD OF BID #19-18 FOR THE PURCHASE OF TWENTY-TWO SUBMERSIBLE SEWER PUMPS TO POWER & PUMPS, INC. FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for the purchase of twenty-two submersible sewer pumps for replacement of existing aging pumps being used at various lift stations throughout the City; and

WHEREAS, Bid #19-18 for submersible sewer pumps was advertised in accordance with the City of Fernandina Beach Purchasing Policies and Procedures Manual; and

WHEREAS, after review of the three bids received, staff recommends awarding Bid #19-18 to the lowest bidder, Power & Pumps, Inc. in the amount of \$144,231 for Fiscal Year 2019/2020; and

WHEREAS, funds are budgeted and available in the Wastewater Capital Improvement account, 450 56300.

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 #19-18 to Power & Pumps, Inc.

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

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

ADOPTED this 20th day of August, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **Twenty-two Submersible Sewer Pumps**.

The City will receive sealed bids at the location stated below not later than **2:00PM, July 23, 2019**.

Any submittal received after the above stated time and date will not be considered. It will 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 will be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2019-2020 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS 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 #19-18** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #19-18**
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 must be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form must have the authority to bind the proposer to the Bid. All information on the Bid form must be provided, or the Bid may not be accepted.

The competitive sealed Bid must 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**". **An example of the City of Fernandina Beach contract is included in this bid packet.**

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

SPECIFICATIONS

Provide and deliver to the City of Fernandina Beach, 22 Submersible Sewer Pumps

Pumping units must be completely submersible up to a depth of 25 feet. Pumping unit(s) including pump housing and impeller must be manufactured from gray cast iron, ASTM A48-Class 35 or acceptable equivalent. Major parts of the submersible motor unit(s) include motor frame and oil casing must be manufactured from gray cast iron, ASTM A48-Class 30. Casting must have smooth surfaces devoid of blowholes or other casting irregularities. Units must be furnished 150lb.flat face ANSI flange. All exposed bolts and nuts must be 304 stainless steel except; bail must be stainless 316. All mating surfaces of major components must be machined and fitted with NBR O-rings where watertight sealing is required. Machining and fitting must be such that sealing is accomplished by automatic compression of O-rings in two planes and O-ring contact is made on four surfaces without the requirement of specific torque limits. All metal surfaces coming into contact with the water, other than stainless steel or brass, must be coated by Epoxy paint. The impeller, wear plate and volute must be Plasma Ion Nitrate hardened. The pump motor must be 230 VAC 3 phase 1750 rpm dry with thermal protection. Seal protection to be provided. Seals must be double silicon carbide mechanical seals. The pump motor must be an air filled induction type with a squirrel cage rotor, shell type design. Stator windings must be copper insulated with moisture resistance Class F insulation, rated for 311⁰F (155°C). The stator must be dipped and baked in Class F varnish and heat shrink fitted into the stator housing. The pump shaft must rotate on two bearings. Motor bearings must be permanently grease lubricated. The upper bearing must be a single deep groove ball bearing. The lower bearing must be two ball bearings, designed for a long life (at least 100,000 hours (L10 at B.E.P. calculated). Motor service factor must be 1.15. The motor must be capable of 20 starts per hour. The motor must be designed for operation up to 104⁰F (40°C) ambient and with a temperature rise not to exceed 70 degree. The motor must have a voltage tolerance of plus or minus 10% with a nominal voltage of 230 vac. The motor must be non-overloading the entire specified range of operation. Power and sensor cable jacket must be made of an oil resistant PVC material, designed for submerged applications. Standard power cable length is 50ft (15m). Cable entry of submersible motor must prevent incursion of the liquid into the motor due to the phenomena known as "WICKING", a portion of each conductor is stripped back exposing the copper conductor. The cable is placed in a mold and is molded into one piece. The mold rubber seals the end of the power cable and flows in between each strand of conductor. This feature prevents "WICKING", through the fiber reinforcement found in standard submersible cable, and through the strands of the conductor itself. Lifting bail on the pump must be stainless 316 with stainless 316 bolts. Warranty must be for a period of one year from time of installation or 2 years from delivery date.

Units equivalent to the below pumps will be considered based on price and warranty

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids)
6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids)
4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids)
6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids)

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

AWARD

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

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

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

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

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Utilities	John Mandrick	jmandrick@fbfl.org	(904) 310-3421

Bidders are hereby put on notice that no contact will 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 must 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.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", must be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will 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 must 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 must 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 must 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 must 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 will be the sole judge of the submittals. The City's decision will be final.
- 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.

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INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 must 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 will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will 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 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 will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

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TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

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 must enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond must be for an amount not less than five percent (5%) of the Bid price and must 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 must be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid security.

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

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must 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 must 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.

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13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder must 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 against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR must, 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, will 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 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

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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 must not be less than One Million (\$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) must 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 must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will 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 must 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 ."

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- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will 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 must be its own responsibility and at its own expense.
- L. The carrying of the insurance described will 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 must 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 must apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must 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. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

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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 must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer 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

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids) \$ _____

6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids) \$ _____

4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids) \$ _____

6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids) \$ _____

Requesting bid for 22 total pump units.

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

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EXHIBIT "B"

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

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

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

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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

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, FLORIDA
INVITATION TO BID #19-18
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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 must:

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

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EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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

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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

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon 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.

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 Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed 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

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TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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 will 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 BID OPENING
ITB 19-18 SUBMERSIBLE SEWER PUMPS
July 23, 2019 Bid Opening
Opened by John Mandrick, Dale Crews and Wanda Weeks

DATE/TIME	COMPANY NAME	BID AMOUNT	Required forms A-H attached	Required Addenda 1-2 attached	Bond
7/23/2019 1:30pm	FJ Nugent	\$153,394.00	√	√	√
7/23/2019 1:28pm	CDPW Inc	\$211,740.00	√	√	No
7/23/2019 11:19am	Power & Pumps, Inc.	\$144,231.00	√	√	√

This is a preliminary summary of the quotes as they were opened and announced. Contractor/Vendor should not assume award until after final/review/recommendation for award.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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
ADDENDUM "1"	Changes to ITP 19-18
ADDENDUM "2"	Changes to ITP 19-18

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

ADDENDUM No. 1

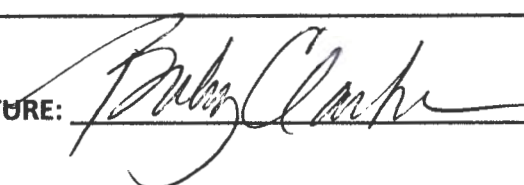
The following changes are applicable to the original ITB documents and specifications of **ITB 19-18**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: Becky Clarke **TITLE:** Regional Sales Manager

ADDRESS: 710 W. Park Ave.

CITY: Edgewater **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 7-19-19

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

1. Is this a bid for new or repaired pumps? **New pumps**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 19-18**. 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: Becky Clarke **TITLE:** Regional Sales Manager

ADDRESS: 710 W. Park Ave.

CITY: Edgewater **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 7-19-19

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

1. Are these pumps for replacement in an existing pump station? **Yes, for existing pump stations.**
2. Is explosion proof a motor requirement for the pump bid? It is not listed in the specification however some of the specified Homa pump numbers may cross over to this. This will raise the cost over a standard submersible pump. **Explosion proof is not required.**
3. What is the mounting recommended? Free standing is standard; rail mount is optional. If rail mounted, what brand rail system do the pumps need to fit? **Standard ANSI flange on pump.**

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "A"
CONTACT SHEET

CDPW, Inc. is quoting the Mody line of
submersible sewer pumps as "equal"
to the Homa line
*See attached

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids)	\$ <u>97,500.00</u> (\$16,250.00 each)
6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids)	\$ <u>45,360.00</u> (\$7,560.00 each)
4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids)	\$ <u>29,820.00</u> (\$7,455.00 each)
6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids)	\$ <u>39,060.00</u> (\$6,510.00 each)

Requesting bid for 22 total pump units.

Name: CDPW, Inc.

Federal Taxpayer ID: 474322610

Mailing Address: 710 West Park Avenue

City, State, & Zip Code: Edgewater, FL 32132

Telephone: 386-426-1345 Fax: 386-426-1835

Email: bclarke@cdpwinc.com

Submitted By: Becky Clarke

Title: Regional Sales Manager

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Amy Johnson Title: VP Finance

Email Address: ajohnson@cdpwinc.com Phone: 386-426-1345

*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, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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 22 submersible sewer pumps.
2. This sworn statement is submitted by (entity) CDPW, Inc. whose business address is 710 W. Park Ave., Edgewater, FL 32132 and (if applicable) Federal Employer Identification Number (FEIN) is 474322610 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Amy Fletcher 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" 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, must be a prim 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 must 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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.

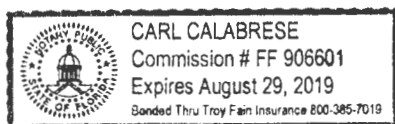
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ 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.)

 7/21/2019
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

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 21 day of July, 2019, and is personally known to me, or has provided _____ as identification.



Notary Public 
My Commission expires: 8/29/19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

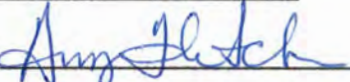
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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: CDPW, Inc.

CITY: Edgewater STATE: FL ZIP CODE: 32132

SIGNATURE:  PHONE: 386-426-1345

NAME (TYPED OR PRINTED): Amy Fletcher TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: #19-18

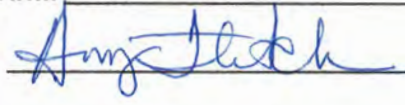
Project Description: Provide and deliver to the City Of Fernadina Beach,
Twenty-Two Submersible Sewage Pumps

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: Amy Fletcher/CDPW, Inc.

Authorized Signature: 

Title: President

Date: 7/19/19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

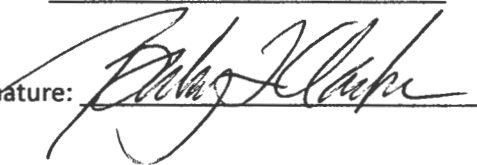
EXHIBIT "E"

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: Becky Clarke Title: Becky Clarke, Regional Sales Manager

Signature:  Date: 7-19-19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 22 submersible sewer pumps.

This sworn statement is submitted by (entity) CDPW, Inc. whose business address is 710 W. Park Ave., Edgewater, FL 32132 and (if applicable) Federal Employer Identification Number (FEIN) is 474322610 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Amy Fletcher 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.

Amy Fletcher 7/21/2019
Signature Date:

STATE OF FLORIDA

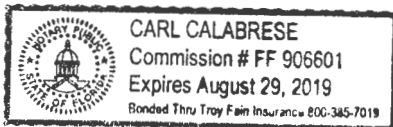
COUNTY OF Volusia

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 22 day of July, 2019 and is personally known to me, or has provided _____ as identification.

Carl Calabrese

Notary Signature

My Commission expires: 8/29/19



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for #19-18, 22 submersible sewer pumps.

This sworn statement is submitted by (entity) CDPW, Inc. whose business address is 710 W. Park Ave., Edgewater, FL 32132 and (if applicable) Federal Employer Identification Number (FEIN) is 474322610 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Amy Fletcher and my relationship to the entity named above is President.

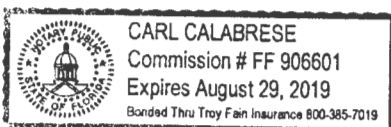
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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.

Amy Fletcher 7/21/2019
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

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 22 day of July, 2019 and is personally known to me, or has provided _____ as identification.

Carl Calabrese My Commission expires: 8/29/19
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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 will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CDPW, Inc.

7-19-19

Firm

Date

Authorized Signature

Amy Fletcher, President
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY - TWO SUBMERSIBLE SEWER PUMPS

CDPW, Inc., is bidding the Mody line of Submersible Sewer Pumps as "Equal" to the Homa line.

- Line 1: Mody: MSP3-150.0-4 (40hp)
Crossover for Homa: AK634-270/34.5F/C
- Line 2: Mody MSP2-100.0-4 (15hp)
Crossover for Homa: AMX434-250/13P
- Line 3: Mody MSP2-100.0-4 (10hp)
Crossover for Homa: AMX434/206/7.5N
- Line 4: Mody MSP2-100.0-6 (5.5hp)
Crossover for Homa: AMX434-178/2.9N

*See attached technical data for each Mody crossover

mody

MSP SERIES

DRY PIT

WET PIT

PORTABLE

3" to 12" / 80 - 300 mm
DISCHARGE SIZES

MOTORS

2 Pole 6 to 46 HP / 4.5 - 34 kW
4 Pole 4 to 125 HP / 3 - 93 kW
6 Pole 4.6 to 100 HP / 1.9 - 75 kW
8 Pole 10 to 30 HP / 7.5 - 22 kW
208/230/460/575 Volts 60 HZ

FLOWS

to 8,000 US GPM / 30,283 LPM

HEADS to 330 FT / 100 M

CHANNEL IMPELLER

VORTEX IMPELLER



mody
Pumps

mody

MSP SERIES

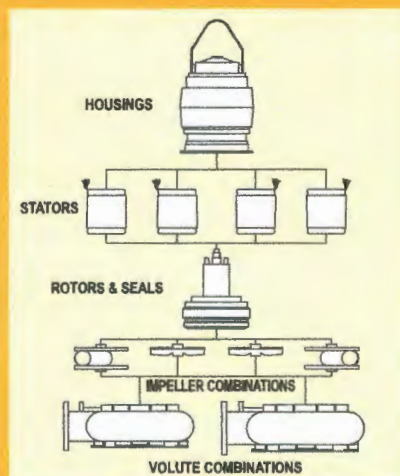
FEATURES

- High Efficiency Motors
- Class H (180°C) Insulation
- "Fast-Change" SC/SC Cartridge Mechanical Seals
- Modular Design, Interchange Components
- Adjustable Wear Ring System
- Vortex or Enclosed Impeller, on same Shaft/Volute
- Latch-Bolts for Fast-Lock & Quick-Release
- Oil Tap Drain
- Interchangeable Parts with Pumpex® Brand Models
- Easy Retrofit to Pumpex®/Flygt® and other brand installations
- Optional, Self-Contained "Eco-Friendly" Cooling

SPECIFICATIONS	MSP1&2	MSP3	MSP4
HP / KW Range	4 - 19 HP / 3 - 14 KW	10 - 46 HP / 7.5 - 34 KW	10 - 125 HP / 7.5 - 93 KW
Max Flow Range - GPM / LPM	1,800 GPM / 6,814 LPM	2,400 GPM / 9,085 LPM	8,000 GPM / 30,283 LPM
Max Shut-off Head - Feet / Meters	220' / 67 M	330' / 100 M	285' / 87 M
Discharge Size - Inches / MM	3", 4", 6" / 75, 100, 150	3", 4", 6" / 75, 100, 150	6", 8", 12" / 150, 200, 300
Solid Handling - Inches / MM	Up to 4" / 100 MM	Up to 4" / 100 MM	Up to 5" / 127 MM
Impeller Type	Vortex / Channel	Vortex / Channel	Vortex / Channel
Max Temp of Pumped Fluid	104°F / 40°C	104°F / 40°C	104°F / 40°C
Max Starts / Stops per Hour	15	15	15
Max Submergence Ft / M	66' / 20 M	66' / 20 M	66' / 20 M
Motor - Squirrel Cage / VFD Rated	2, 4, 6 Pole	2, 4, 6 Pole	4, 6, 8 Pole
Siemens Design - IP68 Enclosure	Yes	Yes	Yes
UL Listed Components	Yes	Yes	Yes
Die Cast Aluminum Rotor	Yes	Yes	Yes
Moisture & Thermal Overload Protection	Yes	Yes	Yes
Power Supply 208/230/460/575 Volts	Yes	Yes	Yes
Ball Bearings - Radial / Thrust	Single / Double	Single / Double	Single / Double
Power & Moisture Sensor Cables Ft / M	33' / 10 M	33' / 10 M	33' / 10 M
Cartridge Mechanical Seals	Yes	Yes	Yes
Cooling Jacket System - Optional	Yes	Yes	Yes

MODULAR DESIGN

- Multiple Configurations
- Mix & Match Module Components
- Motor Housings
- Motor Stators
- Motor Rotors & Cartridge Seals
- Pump Impellers
- Pump Volumes



MSP1, 2, 3 & 4 COMPONENTS

Stator Casing	Cast iron ASTM A-48, Class 35
Pump Volute / Casing	Cast Iron ASTM A-48, Class 35
Casing Wear Ring	Cast iron ASTM A-48, Class 35
Lifting Handle	AISI 316 Stainless Steel
Impeller	Ductile iron ASTM A-395, Grade 60-40-18
Shaft	AISI 431 Stainless Steel
Shaft Sleeve	AISI 431 Stainless Steel
Hardware	AISI 304 Stainless Steel
Mechanical Seals	SC / SC
O-Rings	Nitrile Rubber

mody
Pumps

Mody Pumps® Inc.

2166 Zeus Court, Bakersfield, CA 93308. USA
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mody ELECTRIC SUBMERSIBLE SEWAGE PUMP

MODY MSP3 SERIES SUBMERSIBLE PUMPS:

**DRY PIT
WET PIT
PORTABLE**

MOTORS:

**2-POLE 19 - 46HP
4-POLE 15 - 40HP
6-POLE 10 - 20HP**

208V-230V-460V-575V/3PH/60HZ

FLOWS to 2,400 US GPM

HEADS to 330 FT TDH

**VORTEX OR CHANNEL
IMPELLERS**



FEATURES

- **HIGH EFFICIENCY MOTORS WITH CLASS H (180°C) INSULATION SYSTEM**
 - EXTENDED SERVICE LIFE CYCLE
 - EXCELLENT FOR VFD APPLICATIONS
- **INTEGRAL "ECO-FRIENDLY" COOLING SYSTEM**
 - NO EXTERNAL COOLING WATER SYSTEM REQUIRED
 - ELIMINATES FOULING FROM PUMPAGE COOLED DESIGNS
 - EXCELLENT FOR CONTINUOUS RUN, DRY PIT APPLICATIONS
- **"FAST - CHANGE" CARTRIDGE MECHANICAL SEALS WITH SILICON CARBIDE SEAL FACES**
 - EXTENDED SERVICE LIFE CYCLE
 - EASY MAINTENANCE IN FIELD
 - NO SPECIAL TOOL REQUIREMENTS
- **ADJUSTABLE WEAR RING SYSTEM**
 - EXTENDED SERVICE LIFE CYCLE
 - EASY MAINTENANCE OF RUNNING CLEARANCES IN THE FIELD
 - PREVENTS "RAGGING"
 - NO SPECIAL TOOL REQUIREMENTS
- **VORTEX OR ENCLOSED IMPELLER**
 - IN SAME VOLUTE
 - ON SAME MOTOR SHAFT
 - EASY EXCHANGE IN THE FIELD
 - NO SPECIAL TOOL REQUIREMENTS
- **"FAST - LOCK", QUICK-RELEASE, LATCH-BOLTS**
 - EASY MAINTENANCE IN THE FIELD
 - ELIMINATES NEED FOR VOLUTE HAND HOLE
- **OIL TAP DRAIN**
- **INTERCHANGEABLE PARTS WITH PUMPEX® BRAND MODELS**
- **EASY RETROFIT TO FLYGT® AND MOST OTHER BRAND INSTALLATIONS**



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ELECTRIC SUBMERSIBLE SEWAGE PUMP

MSP SERIES

SPECIFICATIONS

Solid Handling: up to 4"/100mm

Impeller Types: Vortex or channel

Max. Temp. of Pumped Fluid: 104°F/40°C

Max. Starts/Stop Per Hour: 15

Max. Submergence: 66'/20m



MOTOR: NEMA B design, die cast aluminum squirrel cage rotor, induction motor rated for continuous duty with 1.15 service factor. High Efficiency in compliance with "NEMA Energy Efficient Class". Moisture resistant Class "H" (180°C temperature rating) insulated stator windings, watertight air-filled IP68 enclosure. UL listed components, rated for VFD operation. Siemens design with 2, 4 and 6-pole speed options. Klaxon temperature sensors embedded in stator windings for thermal overload protection. Moisture detection probes in main motor cavity, top-end power cable terminal chamber and seal oil reservoir. Optional maintenance free, integral closed loop cooling system available for dry pit or partial submerged continuous duty. Cooling system is separate from pumped liquid. No external cooling source required.

POWER SUPPLY: 208/230/460/575 volts +/-10%, 3-phase, 60-hz AC Supply.

SHAFT: The pump shaft is integral with the motor. The shaft material is AISI 431 stainless steel for corrosion resistance and strength, and conservative in design to accommodate maximum torque requirements at normal start-up condition or any operating point in the system. The shaft has a polished finish with accurately machined shoulders to accommodate bearings, seals and impeller.

BALL BEARINGS: The rotating element is carried by two ball bearings. The lower bearing is a double angular contact ball bearing, C3 with H7 fit, capable of carrying high thrust and radial loads. The upper bearing is a deep groove single row ball bearing, C3 with H7 fit. The bearings are filled with high temperature grease containing special anti-corrosive additive, maintenance free for life. Bearings are conservative in size and properly spaced to transfer all radial and axial loads to the pump housing and minimize shaft deflection. B10 bearing life is greater than 50,000 hours.

POWER CABLE: 25' in length, sized according to IEC, NEC or CSA standards, water/oil resistant EPR insulated, copper conductor flexible cable and additional control cable for moisture sensor and thermals, capable of continuous submerged operation underwater at temperatures to 90°C and to a depth of 66 feet. Additional cable lengths optional.

CABLE ENTRY / JUNCTION CHAMBER SEAL: The cable entry design does not require specific torque requirements to insure a watertight seal. The cable entry consists of a cylindrical elastomer grommet, flanked by stainless steel washers. A cable cap incorporating a strain relief mounts to the cable entry boss compressing the grommet ID to the cable while the grommet OD seals against the bore of the cable entry.

The junction chamber is isolated and sealed from the motor by means of sealing glands and O-rings. Electrical connections between the power cables and motor leads are made via a post type terminal board.

mody ELECTRIC SUBMERSIBLE SEWAGE PUMP

SHAFT SEALS: Cartridge double mechanical shaft seal system to facilitate easy seal changes in the field without special tools. Seal faces are silicon carbide against silicon carbide for long life and resistance to heat and abrasion. Seals operate maintenance free in a reservoir of food grade oil that hydro-dynamically lubricates the seal faces at a constant rate, providing superior heat transfer and maximum cooling. The reservoir is designed to prevent overfilling and to provide lubricant expansion capacity. The oil tap drain has a positive anti-leak seal and is easily accessible from the outside of the pump. The seal system does not rely upon the pumped media for lubrication and will not be damaged when the pump is run dry.

SEAL FAILURE EARLY WARNING SYSTEM: A moisture detection probe is provided in the seal oil chamber for detecting the presence of moisture. A relay device (by others) mounted in the pump control panel or in a separate enclosure sends a low voltage, low amperage signal to the probe. If moisture is present (determined by decreased resistance signals), the relay device energizes a warning light or shutdown circuit in the control panel, protecting the motor from damage.

IMPELLER: Enclosed or vortex, specifically designed for non-clog operation, dynamically balanced and trimmed to meet specified hydraulic operating conditions. The impeller is designed with integral back vanes to prevent solids build-up in the mechanical seal area and to control axial thrust loads on bearings during operation. The impeller slip fits onto the motor shaft with a drive key and is fastened to the shaft by a stainless steel lock screw which is mechanically prevented from loosening by a ratcheting washer assembly that is positively engaged. Channel and vortex impellers are interchangeable with one another in the field without modification to the pump or the need for special tools.

ADJUSTABLE WEAR RING SYSTEM: A replaceable wear ring is securely fitted the pump casing by no less than 3 stainless steel set screws. The wear ring is capable of axial adjustment to reduce hydraulic losses between itself and the enclosed type impeller when wear affects pump efficiency and "Ragging". This adjustment does not require special tools.

FAST LOCK LATCH BOLTS: The pump includes fast lock / quick release mechanisms with 304 stainless steel latch bolts to allow easy removal of the motor unit from the pump volute without disturbing system piping and the need for special tools. With this feature, a volute hand-hole cover for cleanout access is not required.

LIFTING HANDLE: The pump is supplied with a high quality, high strength stainless steel lifting handle. The handle has a wide opening for easy pump handling and simplified retrieval from any installation.

PUMP VOLUTE: The pump volute is a centerline discharge design, with optional inlet and discharge sizes as specified by technical documentation. Passages are smooth and sized to pass large diameter solids.

MATERIALS OF CONSTRUCTION

Description	Material
Stator Casing:	Cast iron ASTM A-48, Class 35
Pump Volute/Casing:	Cast iron ASTM A-48, Class 35
Casing Wear Ring:	Cast iron ASTM A-48, Class 35
Lifting Handle:	AISI 316 stainless steel
Impeller:	Ductile iron ASTM A-395, Grade 60-40-18
Shaft:	AISI 431 stainless steel
Shaft Sleeve:	AISI 431 stainless steel
Hardware:	AISI 304 stainless steel
Mechanical Seal:	Fast change cartridge, double with silicon carbide vs. silicon carbide faces
O-Rings:	Nitrile rubber

SURFACE TREATMENT: Primer with Epoxy and subsequently coated with black air dry enamel.

mody ELECTRIC SUBMERSIBLE SEWAGE PUMP

LIMITED WARRANTY

We warrant to our immediate customer and to the ultimate consumer that products of our manufacture will be free of defects in material and workmanship under normal use and service for the following time periods, when installed and maintained in accordance with our instructions.

PUMPS: One (1) year from date of installation or (18) months from date of shipment, whichever occurs first. As used herein, "the ultimate consumer" is defined as the purchaser who first uses the product after it's initial installation or, in the case for product designed for non-permanent installation, the first owner who uses the product. It is the purchaser's or any sub-vendor's obligation to make known to the ultimate consumer the terms and conditions of this warranty. This warranty gives you specific legal rights, and there may also be other rights which vary from state to state. In the event the product is covered by the Federal Consumer Product Warranties Law (1) the duration of any implied warranties associated with the product by virtue of said law is limited to the same duration as stated herein, (2) this warranty is a **LIMITED WARRANTY**, and (3) no claims of any nature whatsoever shall be made against us, until the ultimate consumer, his successor, or assigns, notifies us in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our facility or nearest authorized service station. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPLACE OR REPAIR AT OUR ELECTION, FOB POINT OF MANUFACTURE OR AUTHORIZED REPAIR STATION, SUCH PRODUCTS AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.**

Unless expressly stated otherwise, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on a product manufactured by *Mody*, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees, in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control. Components or accessories supplied by us but manufactured by others are warranted only to the extent of and by the terms and conditions of the original manufacturer's warranty.

RECOMMENDATIONS FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYSES AND EVALUATIONS WE CONDUCT, WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN.

This warranty shall not apply when damage is caused by (a) improper installation, (b) improper voltage, (c) lightning, (d) sand or other abrasive materials, (e) scale or corrosion build-up due to excessive chemical content. Any modification of the equipment will also void the warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will we accept charges incurred by others without our prior written approval. This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the application and use of the product. **UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL, AND/OR WORKMANSHIP AND/OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No rights extended under this warranty shall be assigned to any person, whether by operation or otherwise, without our prior written approval.

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MODY Pump Model MSP3-150.0-4 Channel 1 with 40 HP Motor Portable - Free Stand Application

- High Efficiency Siemens Designed Submersible Motor
- IP-68 Enclosure
- Class H (180°C) Insulation System
- 230v / 3ph / 60Hz / 1755RPM / 1.15 Service Factor / VFD Rated
- Heavy Duty AISI 431 Stainless Steel Shaft
- Motor Thermal Overload Protection

- Thermal Sensor Switch in Each Winding

- Moisture Detection Probes
- Seal Oil Reservoir
- Lower Motor Cavity
- Upper Motor Electrical Junction Cavity

- Mody Pump Monitor Relay:

- Required to connect probes and sensors, and maintain warranty

- Integral Eco-Friendly Motor Cooling System:
- ASTM A48 Class 35 Cast Iron Jacket
- Environmentally Safe Water / Glycol Solution.
- No External Cooling Water System Required.
- Eliminates Fouling and Clogging Common in "Pumpage" Cooled Systems.

- Heavy Duty Bearings

- Premium Grease Lubricated
- Permanently Sealed

- Quick-Change Cartridge Double Mechanical Seal
- Silicon Carbide Sealing Faces
- AISI 304 Stainless Steel Fasteners and Springs
- No External Flush System Required
- No Special Tools Required
- AISI 431 Stainless Steel Shaft Sleeve
- Re-buildable design

- ASTM A48 Class 35 Cast Iron Volute
- Fast-Lock, Quick-Release Volute Latch-Bolts
- AISI 304 Stainless Steel
- Provides Ease of Maintenance; Clean-out and Inspection of Volute and Impeller
- No Special Tools Required to Remove Motor Unit from Volute
- Buna-N O-Rings

- ASTM A395 Grade 60-40-18 Ductile Iron Impeller

- CXX3-150 Channel
- 3.937 in - Spherical Solids Handling Capability
- 10.08 in - Diameter
- Adjustable Case Wear Ring System
- ASTM A48 Class 35 Cast Iron
- No Special Tools Required to Adjust and Maintain Efficiency
- Extends Service Life
- Prevents "Ragging"

- Free standing base
- Factory Certified Performance Test
- 50' power cable

- External Epoxy Paint Coating of Pump Unit

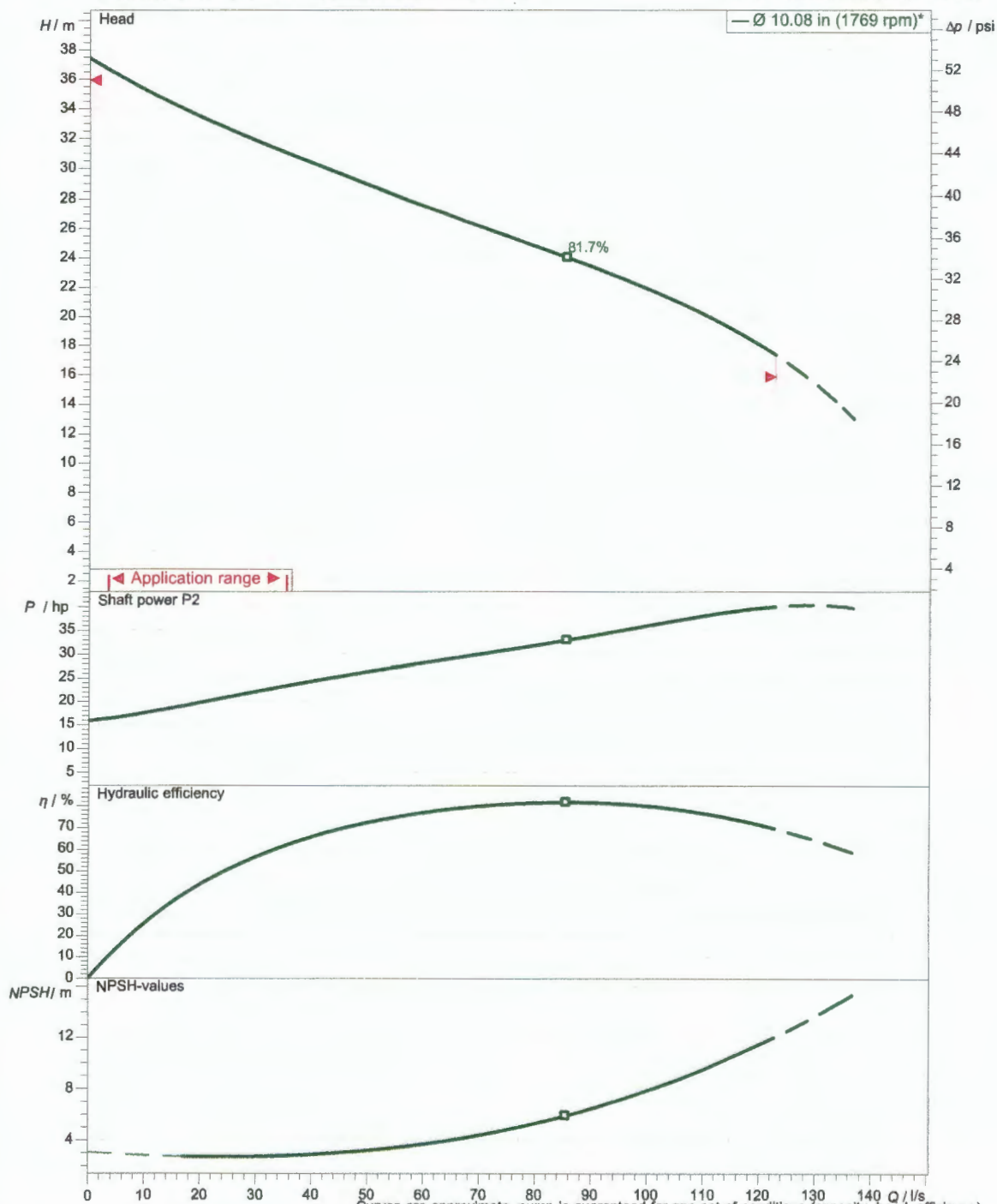
COMMENTS

1. Anchor bolts by others.
2. Guide rail bars by others.
3. Lifting system and chains by others. (Lifting system and chains by others)
4. Suction elbow by others.
5. Controls, monitors, relays, instrumentation, floats and control panels by others.
6. On-site installation, start-up, testing, training and factory service by others

Pump MSP3-150.0-4 CHANNEL 1			Single head pump 1		Duty point	
Impeller	CXX3-150	Dual channel impeller	D= 10.08 in		Flow Capacity	
Free throughlet	3.937 in	Nominal Speed	1755 rpm		Delivery Head	
					Pump efficiency	
Motor	MA3.1D-40	3~	60 Hz	1755 rpm	Stated Power	(P2)
Power-Voltage-Current		40 hp	230 V	94 A	Power input	(P1)
motor efficiency 4/4	91.5 %	Power factor 0.875				
Motor cable Leads						

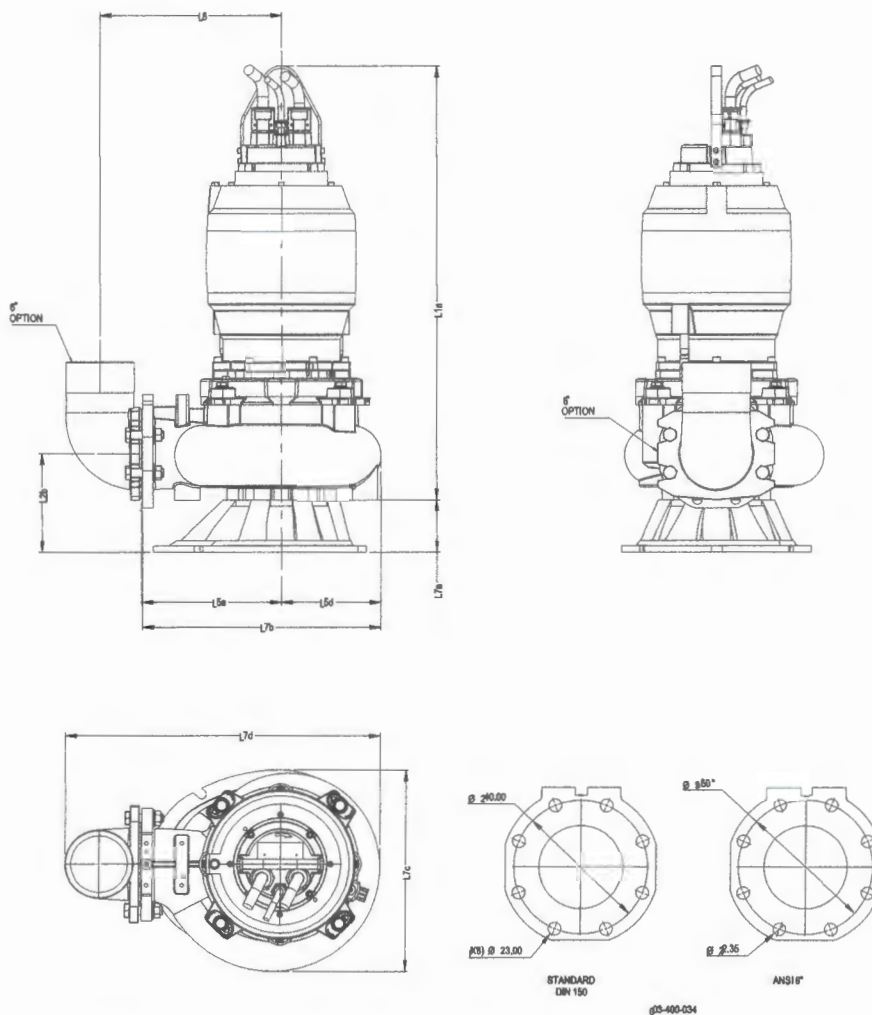
Data referred to: Water; 68°F; 0.03607lb/in³; 1.001mm²/s

Tolerances acc. ISO 9906 Annex A



Mody reserves the right to modify any data without prior notice.

MSP3-150.0-4 CHANNEL 1 With motor MA3.1D-40



Dimension	in	Dimension	in
Name	value	Name	value
L1a	40.83		
L2b	9.409		
L5a	13.15		
L5d	9.409		
L7a	5		
L7b	22.56		
L7c	19.06		
L7d	29.69		
L8	13.15		

Outlet for hose - Option : " 150mm (6")

For pump :

Outlet flange - Standard : DN150 / PN16
- Option : 6" ANSI class 125

Suction flange - Standard : DN150 / PN16
- Option : 6" ANSI class 125

Weight of Pump with cooling jacket = 676.8 lb
(without cooling jacket : - 73.85 lb)

Weight of Base for Transportable = 36.38 lb

Motor **MA3.1D-40** 3~ 60 Hz 4 1755 rpm

Motor manufacturer **Siemens**

Power-Voltage-Current 40 hp 230 V 94 A Schutzart **IP 68**

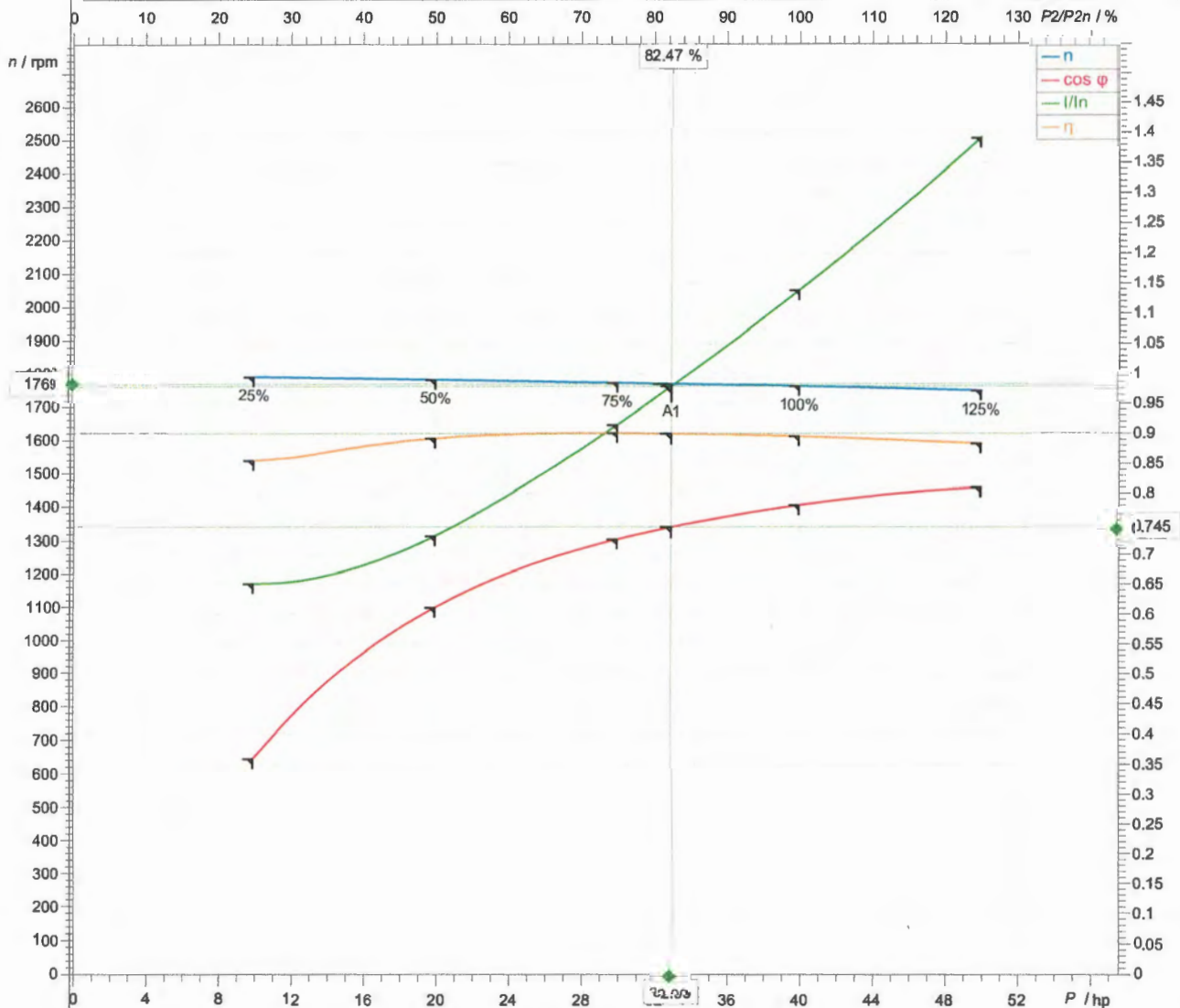
Anlaufstrom 526 A (DOL) / 175 A (Y-D) starts per hour 15

motor cables

Leistungsdaten bezogen auf: 230 V

Tolerances motor

Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp		10	20	30	40	50
P ₁ / hp		11.7	22.42	33.3	44.66	56.6
n / rpm		1791	1782	1772	1762	1748
cos φ		0.358	0.611	0.725	0.781	0.81
I / A		61.16	68.66	85.96	107	130.8
s / %		0.5	1	1.556	2.113	2.886
M / Nm		39.76	79.93	120.6	161.7	203.7
η / %		85.49	89.24	90.11	89.56	88.35



mody ELECTRIC SUBMERSIBLE SEWAGE PUMP

MODY MSP2 SERIES SUBMERSIBLE PUMPS:

**DRY PIT
WET PIT
PORTABLE**

MOTORS:

**2-POLE 10 - 19HP
4-POLE 7.5 - 15HP
6-POLE 4.6 - 10HP**

208V-230V-460V-575V/3PH/60HZ

FLOWS to 1,800 US GPM

HEADS to 220 FT TDH

**VORTEX OR CHANNEL
IMPELLERS**



FEATURES

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 - EXTENDED SERVICE LIFE CYCLE
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MSP SERIES

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Impeller Types: Vortex or channel

Max. Temp. of Pumped Fluid: 104°F/40°C

Max. Starts/Stop Per Hour: 15

Max. Submergence: 66'/20m



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MATERIALS OF CONSTRUCTION

Description	Material
Stator Casing:	Cast iron ASTM A-48, Class 35
Pump Volute/Casing:	Cast iron ASTM A-48, Class 35
Casing Wear Ring:	Cast iron ASTM A-48, Class 35
Lifting Handle:	AISI 316 stainless steel
Impeller:	Ductile iron ASTM A-395, Grade 60-40-18
Shaft:	AISI 431 stainless steel
Shaft Sleeve:	AISI 431 stainless steel
Hardware:	AISI 304 stainless steel
Mechanical Seal:	Fast change cartridge, double with silicon carbide vs. silicon carbide faces
O-Rings:	Nitrile rubber

SURFACE TREATMENT: Primer with Epoxy and subsequently coated with black air dry enamel.

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LIMITED WARRANTY

We warrant to our immediate customer and to the ultimate consumer that products of our manufacture will be free of defects in material and workmanship under normal use and service for the following time periods, when installed and maintained in accordance with our instructions.

PUMPS: One (1) year from date of installation or (18) months from date of shipment, whichever occurs first. As used herein, "the ultimate consumer" is defined as the purchaser who first uses the product after it's initial installation or, in the case for product designed for non-permanent installation, the first owner who uses the product. It is the purchaser's or any sub-vendor's obligation to make known to the ultimate consumer the terms and conditions of this warranty. This warranty gives you specific legal rights, and there may also be other rights which vary from state to state. In the event the product is covered by the Federal Consumer Product Warranties Law (1) the duration of any implied warranties associated with the product by virtue of said law is limited to the same duration as stated herein, (2) this warranty is a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against us, until the ultimate consumer, his successor, or assigns, notifies us in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our facility or nearest authorized service station. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPLACE OR REPAIR AT OUR ELECTION, FOB POINT OF MANUFACTURE OR AUTHORIZED REPAIR STATION, SUCH PRODUCTS AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.**

Unless expressly stated otherwise, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on a product manufactured by *Mody*, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees, in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control. Components or accessories supplied by us but manufactured by others are warranted only to the extent of and by the terms and conditions of the original manufacturer's warranty.

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This warranty shall not apply when damage is caused by (a) improper installation, (b) improper voltage, (c) lightning, (d) sand or other abrasive materials, (e) scale or corrosion build-up due to excessive chemical content. Any modification of the equipment will also void the warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will we accept charges incurred by others without our prior written approval. This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the application and use of the product. **UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL, AND/OR WORKMANSHIP AND/OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No rights extended under this warranty shall be assigned to any person, whether by operation or otherwise, without our prior written approval.

MODY PUMPS, INC
2166 Zeus Court, Bakersfield, CA 93308 USA
Phone: +1 (661) 392.7600 • Fax: +1 (661) 392.7601

MODY Pump Model MSP2-100.0-4 Channel 1 with 15 HP Motor Portable - Free Stand Application

- High Efficiency Siemens Designed Submersible Motor
- IP-68 Enclosure
- Class H (180°C) Insulation System
- 230v / 3ph / 60Hz / 1731RPM / 1.15 Service Factor / VFD Rated
- Heavy Duty AISI 431 Stainless Steel Shaft
- Motor Thermal Overload Protection

- Thermal Sensor Switch in Each Winding

- Moisture Detection Probes
- Seal Oil Reservoir
- Lower Motor Cavity
- Upper Motor Electrical Junction Cavity

- Mody Pump Monitor Relay:

- Required to connect probes and sensors, and maintain warranty

- Integral Eco-Friendly Motor Cooling System:
- ASTM A48 Class 35 Cast Iron Jacket
- Environmentally Safe Water / Glycol Solution.
- No External Cooling Water System Required.
- Eliminates Fouling and Clogging Common in "Pumpage" Cooled Systems.

- Heavy Duty Bearings

- Premium Grease Lubricated
- Permanently Sealed

- Quick-Change Cartridge Double Mechanical Seal
- Silicon Carbide Sealing Faces
- AISI 304 Stainless Steel Fasteners and Springs
- No External Flush System Required
- No Special Tools Required
- AISI 431 Stainless Steel Shaft Sleeve
- Re-buildable design
- ASTM A48 Class 35 Cast Iron Volute

- Fast-Lock, Quick-Release Volute Latch-Bolts
- AISI 304 Stainless Steel
- Provides Ease of Maintenance; Clean-out and Inspection of Volute and Impeller
- No Special Tools Required to Remove Motor Unit from Volute
- Buna-N O-Rings

- ASTM A395 Grade 60-40-18 Ductile Iron Impeller

- CX2-100 Channel
- 3.15 in - Spherical Solids Handling Capability
- 9.215 - Diameter
- Adjustable Case Wear Ring System
- ASTM A48 Class 35 Cast Iron
- No Special Tools Required to Adjust and Maintain Efficiency
- Extends Service Life
- Prevents “Ragging”

- Free standing base
- Factory Certified Performance Test
- 50' power cable

- External Epoxy Paint Coating of Pump Unit

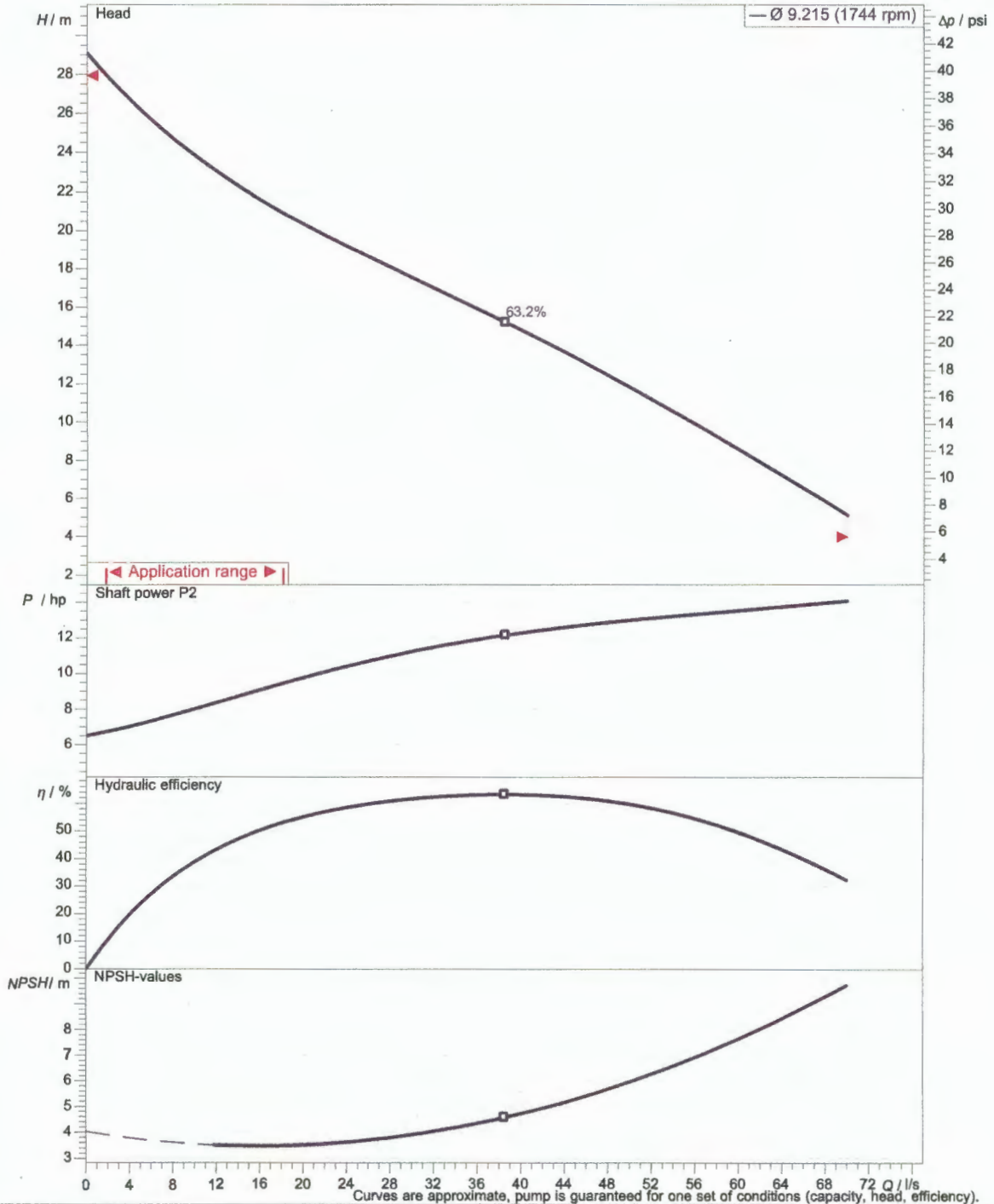
COMMENTS

1. Anchor bolts by others.
2. Guide rail bars by others.
3. Lifting system and chains by others. (Lifting system and chains by others)
4. Suction elbow by others.
5. Controls, monitors, relays, instrumentation, floats and control panels by others.
6. On-site installation, start-up, testing, training and factory service by others

Pump MSP2-100.0-4 CHANNEL 1				Single head pump 1	Duty point	
Impeller	CX2-100	Single channel impeller	D=	9.215 in	Flow Capacity	46 l/s
Free throughlet	3.15 in	Nominal Speed	1731 rpm		Delivery Head	13 m
					Pump efficiency	61.77 %
Motor MA2.1C-15		3~	60 Hz	1731 rpm	Stated Power	12.74 hp (P2)
Power-Voltage-Current		15 hp	230 V	38 A	Power input	14.62 hp (P1)
motor efficiency 4/4	86.2 %			Power factor 0.86		
Motor cable Leads	7x2,5mm ² (DOL) / 12x2,5mm ² (SD)					

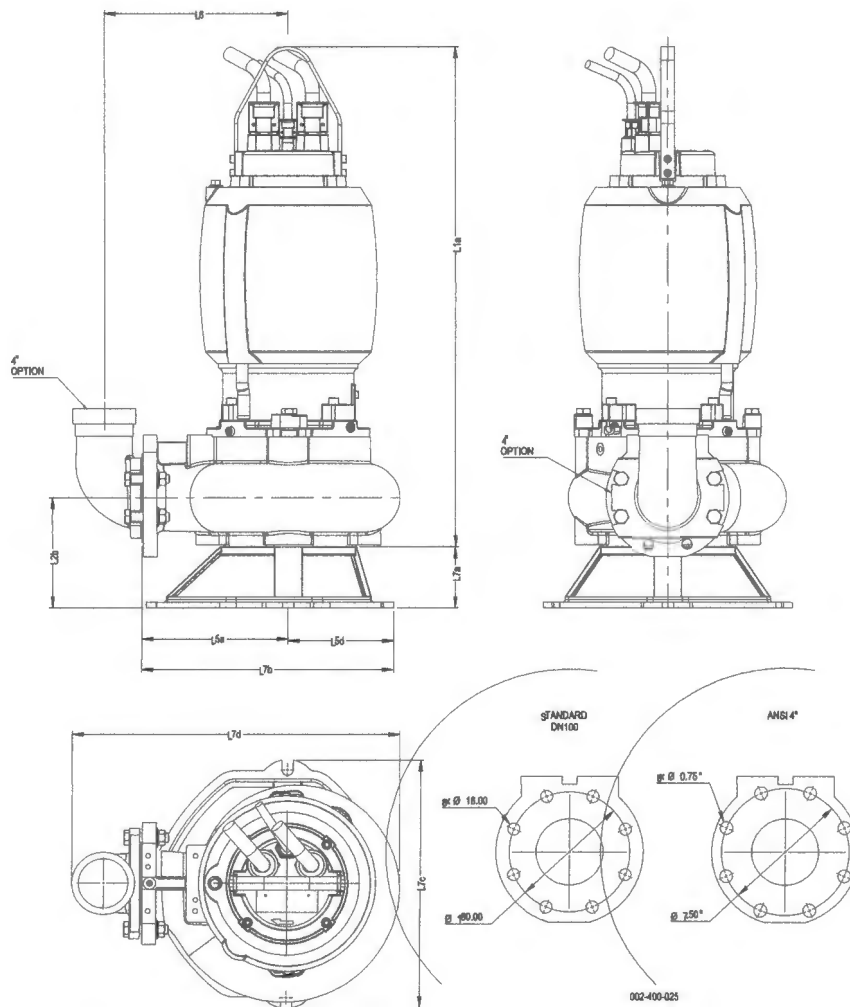
Data referred to: Wastewater; 68°F; 0.03607lb/in³; 1.005mm²/s

Tolerances acc. ISO 9906 Annex A



Mody reserves the right to modify any data without prior notice.

MSP2-100.0-4 CHANNEL 1 With motor MA2.1C-25



Dimension	in	Dimension	in
Name	value	Name	value
L1a	35.16		
L2b	7.795		
L5a	10.31		
L5d	7.441		
L7a	4.331		
L7b	17.48		
L7c	17.56		
L7d	23.11		
L8	12.99		

Outlet for hose - Option : " 100mm (4")

For pump :

Outlet flange - Standard : DN100 / PN16
- Option : 4" ANSI class 125

Suction flange - Standard : DN100 / PN16
- Option : 4" ANSI class 125

Weight of Pump with cooling jacket = 546.7 lb
(without cooling jacket : - 59.52 lb)

Weight of Base for Transportable = 19.18 lb

Motor **MA2.1C-15** 3~ 60 Hz 4 1731 rpm

Motor manufacturer **Siemens**

Power-Voltage-Current 15 hp 230 V 38 A Schutzart **IP 68**

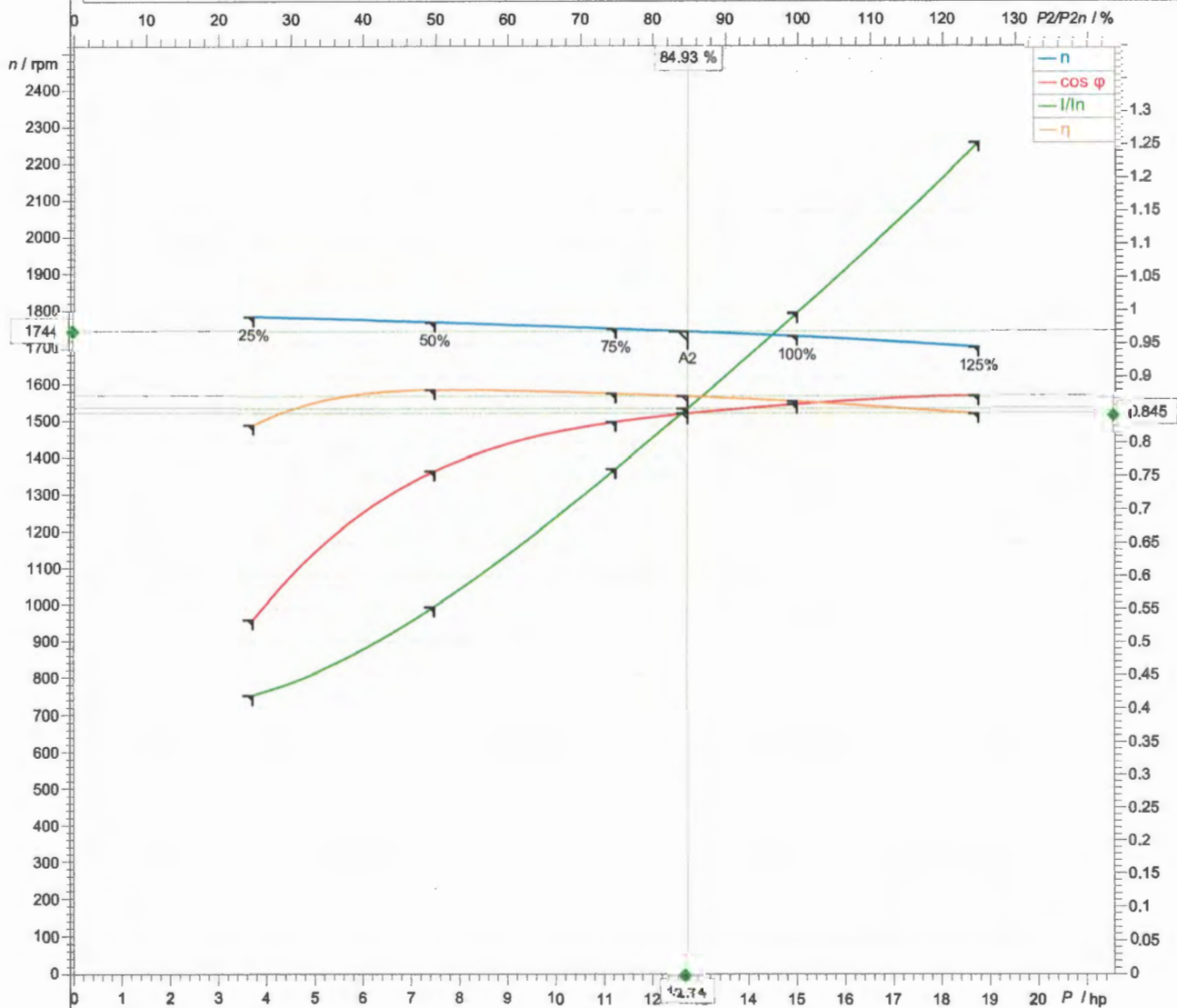
Anlaufstrom 97 A (DOL) / 32 A (Y-D) starts per hour 15

motor cables 7x2,5mm² (DOL) / 12x2,5mm² (SD)

Leistungsdaten bezogen auf: 460 V

Tolerances motor

Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp		3.75	7.5	11.25	15	18.75
P ₁ / hp		4.535	8.512	12.85	17.38	22.2
n / rpm		1785	1770	1752	1731	1701
cos φ		0.5332	0.758	0.832	0.859	0.872
I / A		7.961	10.51	14.46	18.93	23.82
s / %		0.8337	1.667	2.667	3.834	5.495
M / Nm		14.96	30.17	45.73	61.71	78.49
η / %		82.69	88.12	87.52	86.33	84.47



MODY Pump Model MSP2-100.0-4 Channel 2 with 10 HP Motor Portable - Free Stand Application

- High Efficiency Siemens Designed Submersible Motor
- IP-68 Enclosure
- Class H (180°C) Insulation System
- 230v / 3ph / 60Hz / 1730 RPM / 1.15 Service Factor / VFD Rated
- Heavy Duty AISI 431 Stainless Steel Shaft
- Motor Thermal Overload Protection

- Thermal Sensor Switch in Each Winding

- Moisture Detection Probes
- Seal Oil Reservoir
- Lower Motor Cavity
- Upper Motor Electrical Junction Cavity

- Mody Pump Monitor Relay:

- Required to connect probes and sensors, and maintain warranty

- Integral Eco-Friendly Motor Cooling System:
- ASTM A48 Class 35 Cast Iron Jacket
- Environmentally Safe Water / Glycol Solution.
- No External Cooling Water System Required.
- Eliminates Fouling and Clogging Common in "Pumpage" Cooled Systems.

- Heavy Duty Bearings

- Premium Grease Lubricated
- Permanently Sealed

- Quick-Change Cartridge Double Mechanical Seal
- Silicon Carbide Sealing Faces
- AISI 304 Stainless Steel Fasteners and Springs
- No External Flush System Required
- No Special Tools Required
- AISI 431 Stainless Steel Shaft Sleeve
- Re-buildable design
- ASTM A48 Class 35 Cast Iron Volute

- Fast-Lock, Quick-Release Volute Latch-Bolts
- AISI 304 Stainless Steel
- Provides Ease of Maintenance; Clean-out and Inspection of Volute and Impeller
- No Special Tools Required to Remove Motor Unit from Volute
- Buna-N O-Rings

- ASTM A395 Grade 60-40-18 Ductile Iron Impeller

- CX2-101 Channel
- 3.15 in - Spherical Solids Handling Capability
- 8.042 in - Diameter
- Adjustable Case Wear Ring System
- ASTM A48 Class 35 Cast Iron
- No Special Tools Required to Adjust and Maintain Efficiency
- Extends Service Life
- Prevents “Ragging”

- Free standing base
- Factory Certified Performance Test
- 50' power cable

- External Epoxy Paint Coating of Pump Unit

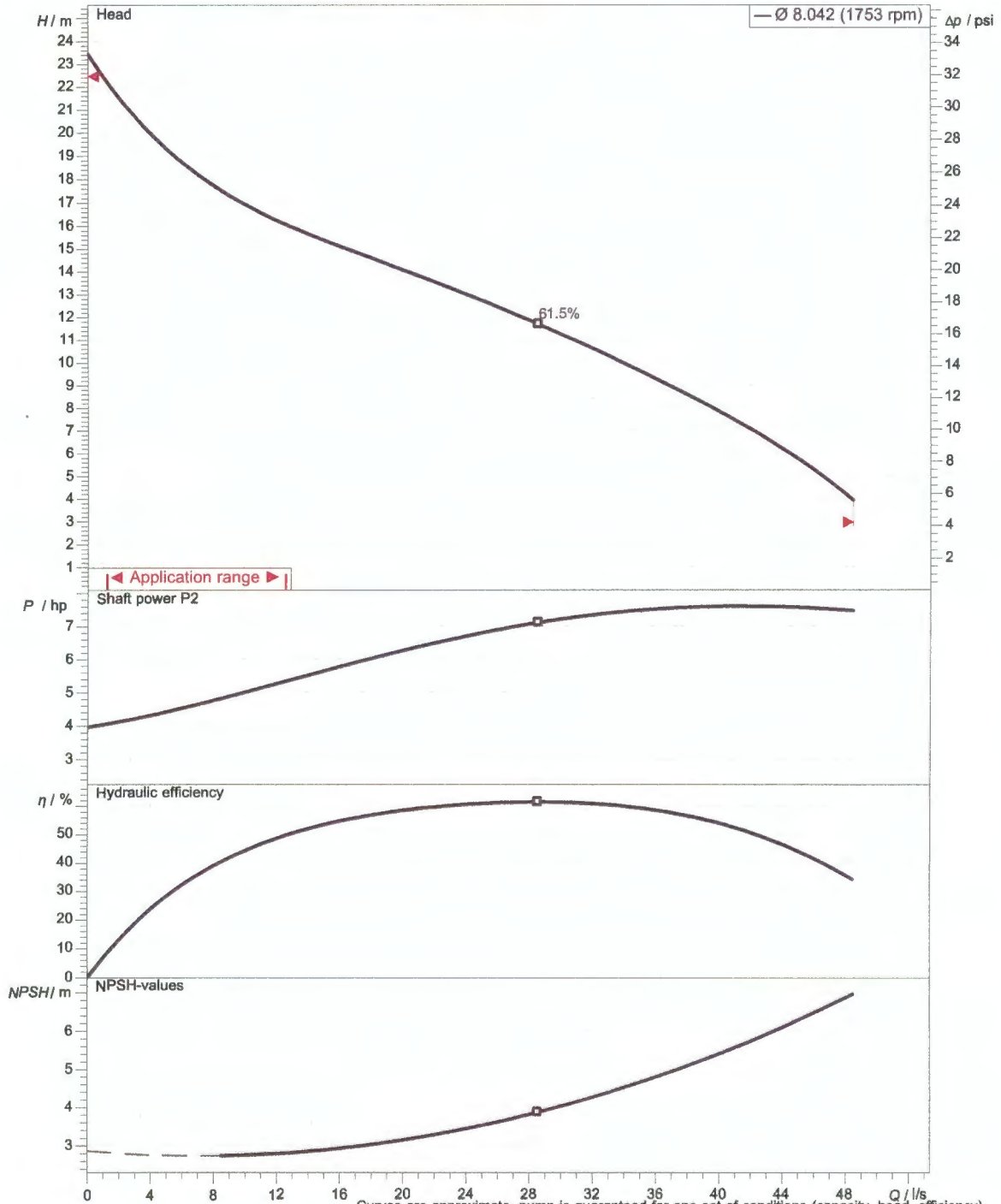
COMMENTS

1. Anchor bolts by others.
2. Guide rail bars by others.
3. Lifting system and chains by others. (Lifting system and chains by others)
4. Suction elbow by others.
5. Controls, monitors, relays, instrumentation, floats and control panels by others.
6. On-site installation, start-up, testing, training and factory service by others

Pump MSP2-100.0-4 CHANNEL 2		Single head pump 1		Duty point	
Impeller	CX2-101	Single channel impeller	D= 8.042 in	Flow Capacity	
Free throughlet	3.15 in	Nominal Speed	1730 rpm	Delivery Head	
				Pump efficiency	
Motor	MA2.1C-10	3~	60 Hz 1730 rpm	Stated Power	(P2)
Power-Voltage-Current		10 hp	230 V 25.6 A	Power input	(P1)
motor efficiency 4/4	86.2 %	Power factor 0.85			
Motor cable Leads		12x2,5mm ² (DOL) / 12x2,5mm ² (SD)			

Data referred to: Water; 68°F; 0.03607lb/in³; 1.001mm²/s

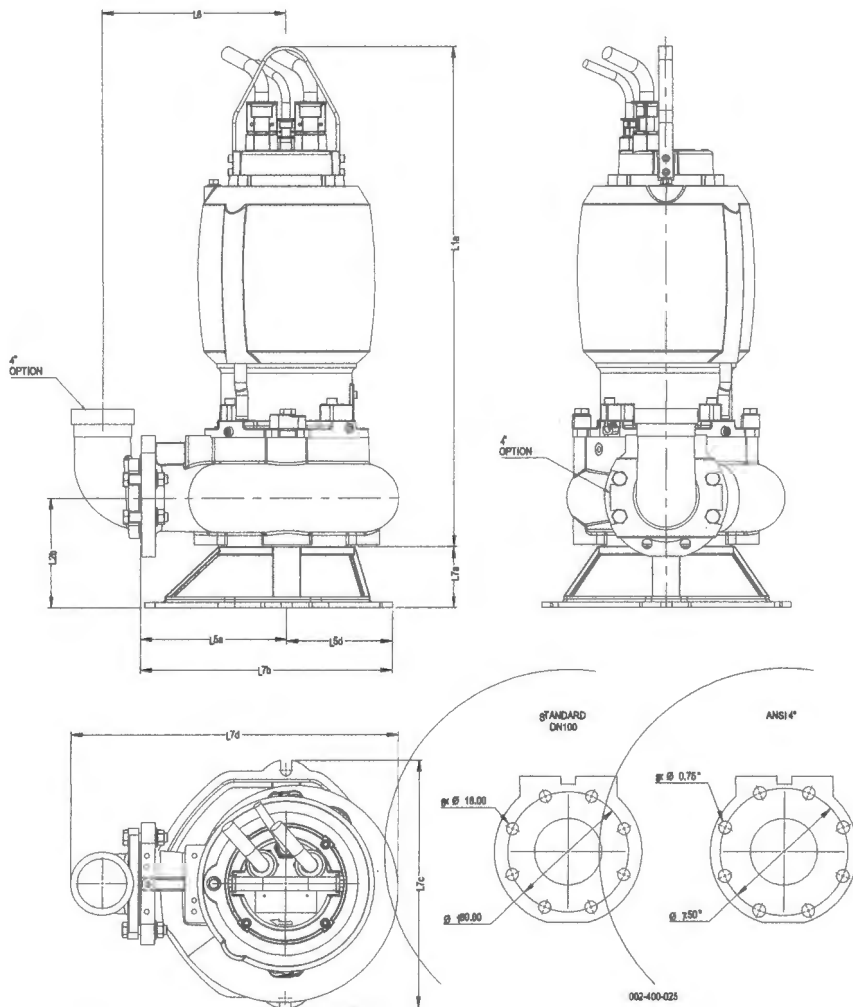
Tolerances acc. ISO 9906 Annex A



Curves are approximate, pump is guaranteed for one set of conditions (capacity, head, efficiency).

Mody reserves the right to modify any data without prior notice.

MSP2-100.0-4 CHANNEL 2 With motor MA2.1C-10



Dimension	in	Dimension	in
Name	value	Name	value
L1a	35.16		
L2b	7.795		
L5a	10.31		
L5d	7.441		
L7a	4.331		
L7b	17.48		
L7c	17.56		
L7d	23.11		
L8	12.99		

Outlet for hose - Option : " 100mm (4")

For pump :

Outlet flange - Standard : DN100 / PN16
- Option : 4" ANSI class 125

Suction flange - Standard : DN100 / PN16
- Option : 4" ANSI class 125

Weight of Pump with cooling jacket = 354.9 lb
(without cooling jacket : - 59.52 lb)

Weight of Base for Transportable = 19.18 lb

Motor **MA2.1C-10** 3~ 60 Hz 4 1730 rpm

Motor manufacturer **Siemens**

Power-Voltage-Current 10 hp 230 V 25.6 A

Schutzart **P 68**

Anlaufstrom 125 A (DOL) / 42 A (Y-D)

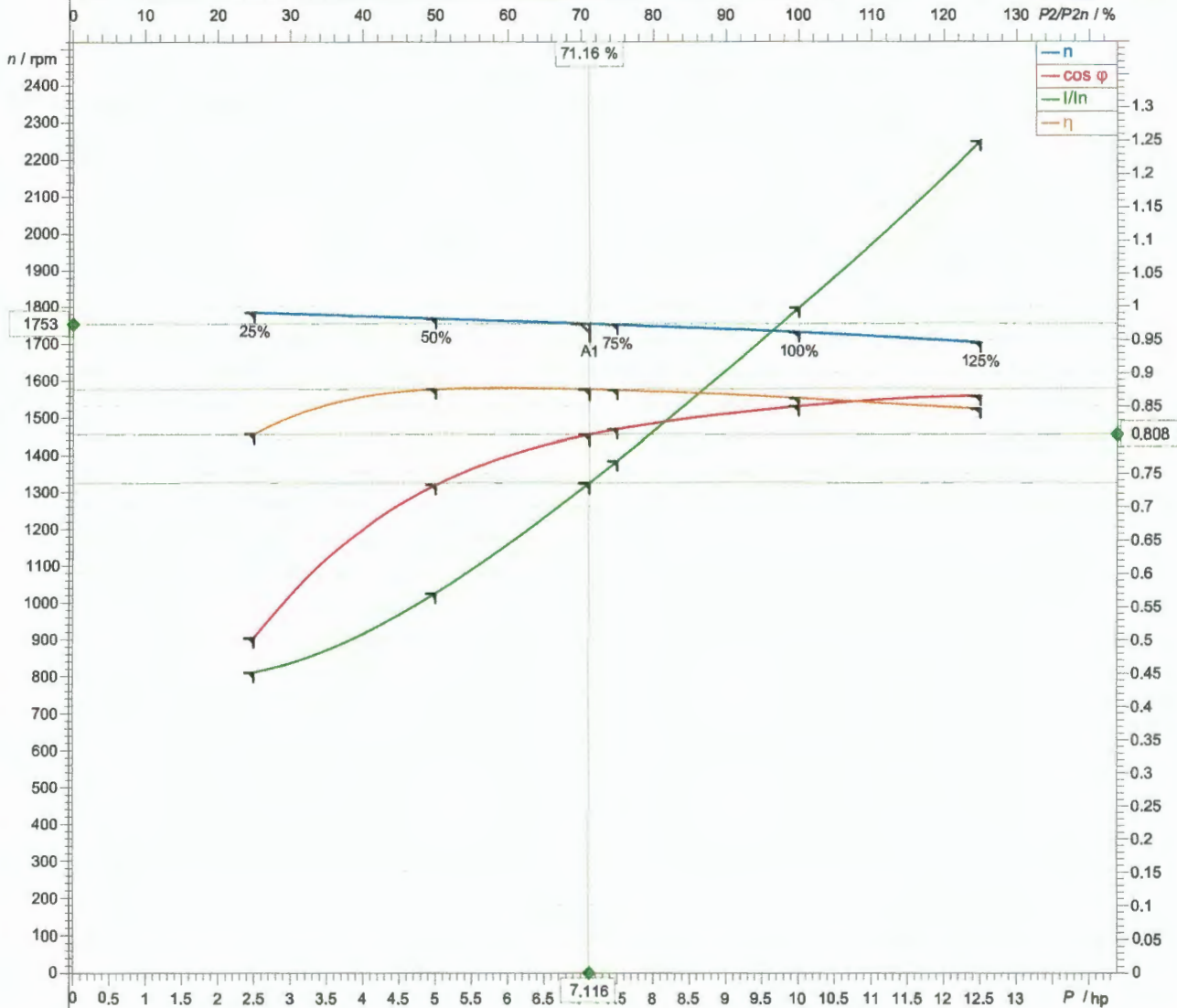
starts per hour 15

motor cables 12x2,5mm² (DOL) / 12x2,5mm² (SD)

Leistungsdaten bezogen auf: 230 V

Tolerances motor

Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp		2.5	5	7.5	10	12.5
P ₁ / hp		3.09	5.71	8.579	11.6	14.77
n / rpm		1783	1767	1750	1730	1702
cos φ		0.502	0.733	0.816	0.85	0.865
I / A		11.52	14.58	19.68	25.54	31.97
s / %		0.9445	1.833	2.778	3.891	5.437
M / Nm		9.984	20.15	30.52	41.16	52.29
η / %		80.92	87.58	87.42	86.23	84.61



MODY Pump Model MSP2-100.0-6 Channel 1 with 5.5 HP Motor Portable - Free Stand Application

- High Efficiency Siemens Designed Submersible Motor
- IP-68 Enclosure
- Class H (180°C) Insulation System
- 230v / 3ph / 60Hz / 1128 RPM / 1.15 Service Factor / VFD Rated
- Heavy Duty AISI 431 Stainless Steel Shaft
- Motor Thermal Overload Protection

- Thermal Sensor Switch in Each Winding

- Moisture Detection Probes
- Seal Oil Reservoir
- Lower Motor Cavity
- Upper Motor Electrical Junction Cavity

- Mody Pump Monitor Relay:

- Required to connect probes and sensors, and maintain warranty

- Integral Eco-Friendly Motor Cooling System:
- ASTM A48 Class 35 Cast Iron Jacket
- Environmentally Safe Water / Glycol Solution.
- No External Cooling Water System Required.
- Eliminates Fouling and Clogging Common in “Pumpage” Cooled Systems.

- Heavy Duty Bearings

- Premium Grease Lubricated
- Permanently Sealed

- Quick-Change Cartridge Double Mechanical Seal
- Silicon Carbide Sealing Faces
- AISI 304 Stainless Steel Fasteners and Springs
- No External Flush System Required
- No Special Tools Required
- AISI 431 Stainless Steel Shaft Sleeve
- Re-buildable design
- ASTM A48 Class 35 Cast Iron Volute

- Fast-Lock, Quick-Release Volute Latch-Bolts
- AISI 304 Stainless Steel
- Provides Ease of Maintenance; Clean-out and Inspection of Volute and Impeller
- No Special Tools Required to Remove Motor Unit from Volute
- Buna-N O-Rings

- ASTM A395 Grade 60-40-18 Ductile Iron Impeller

- CX2-100 Channel
- 3.15 in - Spherical Solids Handling Capability
- 8.8 in - Diameter
- Adjustable Case Wear Ring System
- ASTM A48 Class 35 Cast Iron
- No Special Tools Required to Adjust and Maintain Efficiency
- Extends Service Life
- Prevents "Ragging"

- Free standing base
- Factory Certified Performance Test
- 50' power cable

- External Epoxy Paint Coating of Pump Unit

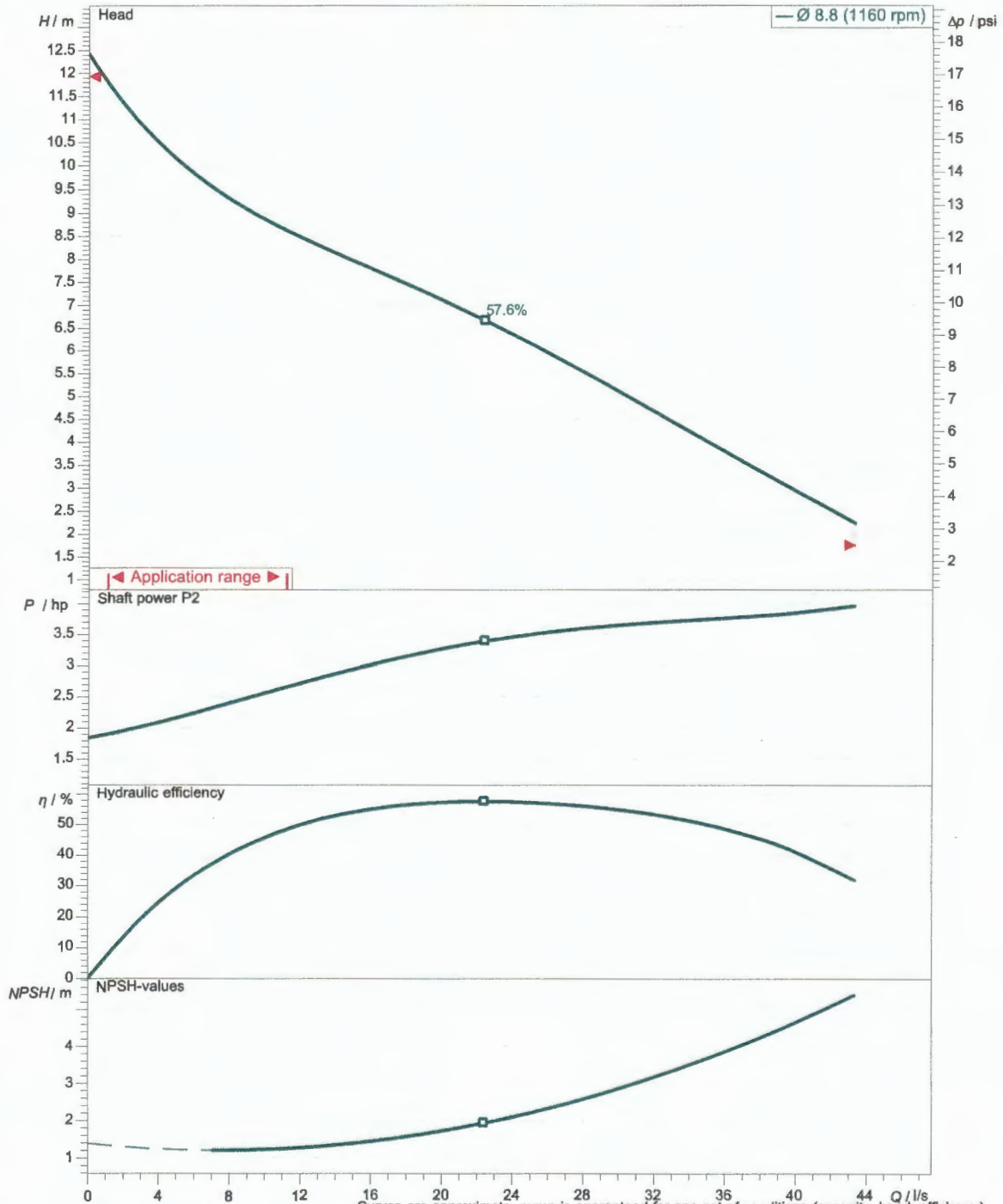
COMMENTS

1. Anchor bolts by others.
2. Guide rail bars by others.
3. Lifting system and chains by others. (Lifting system and chains by others)
4. Suction elbow by others.
5. Controls, monitors, relays, instrumentation, floats and control panels by others.
6. On-site installation, start-up, testing, training and factory service by others

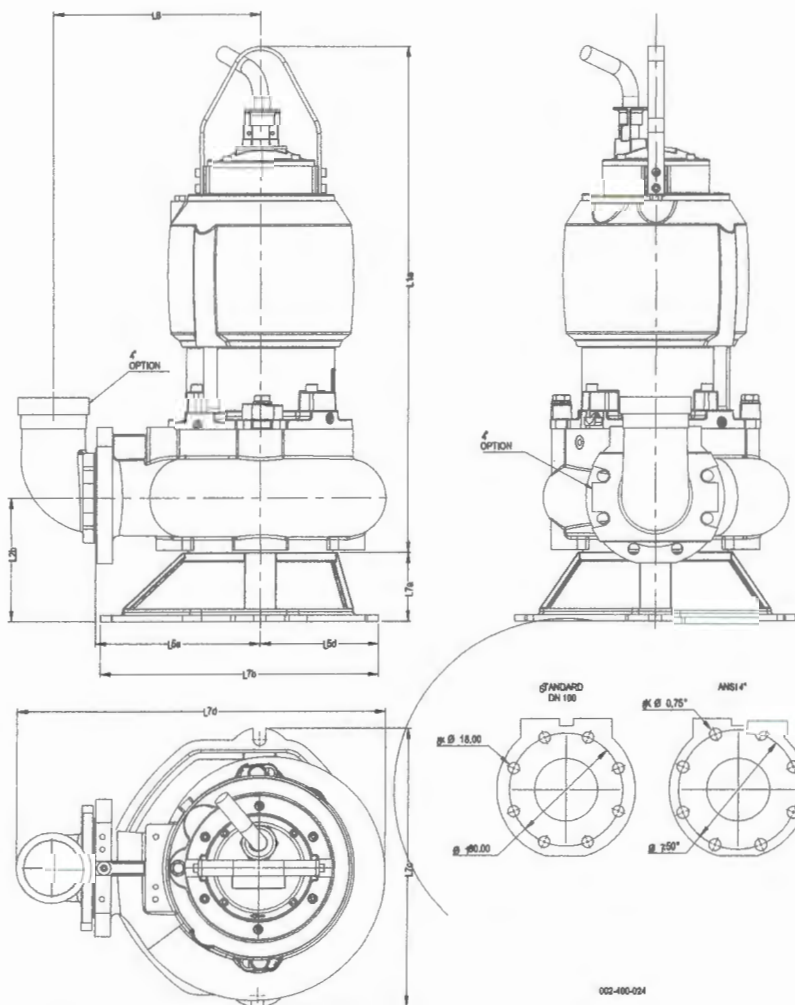
Pump MSP2-100.0-6 CHANNEL 1			Single head pump 1			Duty point		
Impeller	CX2-100	Single channel impeller		D= 8.8 in		Flow Capacity		
Free throughlet	3.15 in	Nominal Speed		1128 rpm		Delivery Head		
						Pump efficiency		
Motor	MA2.1B- 5,5		3~	60 Hz	1128 rpm	Stated Power		(P2)
Power-Voltage-Current			5.5 hp	230 V	16.6 A	Power input		(P1)
motor efficiency 4/4		83.3 %	Power factor 0.755					
Motor cable Leads		7x2,5mm² (DOL) / 12x1,5mm² (SD)						

Data referred to: Water; 68°F; 0.03607lb/in³; 1.001mm³/s

Tolerances acc. ISO 9906 Annex A



MSP2-100.0-6 CHANNEL 1 With motor MA2.1B- 5,5



Dimension	in	Dimension	in
Name	value	Name	value
L1a	31.65		
L2b	7.795		
L5a	10.31		
L5d	7.441		
L7a	4.331		
L7b	17.48		
L7c	17.56		
L7d	23.11		
L8	12.99		

Outlet for hose - Option : " 100mm (4")

For pump :

Outlet flange - Standard : DN100 / PN16
- Option : 4" ANSI class 125

Suction flange - Standard : DN100 / PN16
- Option : 4" ANSI class 125

Weight of Pump with cooling jacket = 330.7 lb
(without cooling jacket : - 48.5 lb)

Weight of Base for Transportable = 19.18 lb

Motor MA2.1B- 5,5 3~ 60 Hz 6 1128 rpm

Motor manufacturer **Siemens**

Power-Voltage-Current 5.5 hp 230 V 16.6 A

Schutzart **IP 68**

Anlaufstrom 66 A (DOL) / 22 A (Y-D)

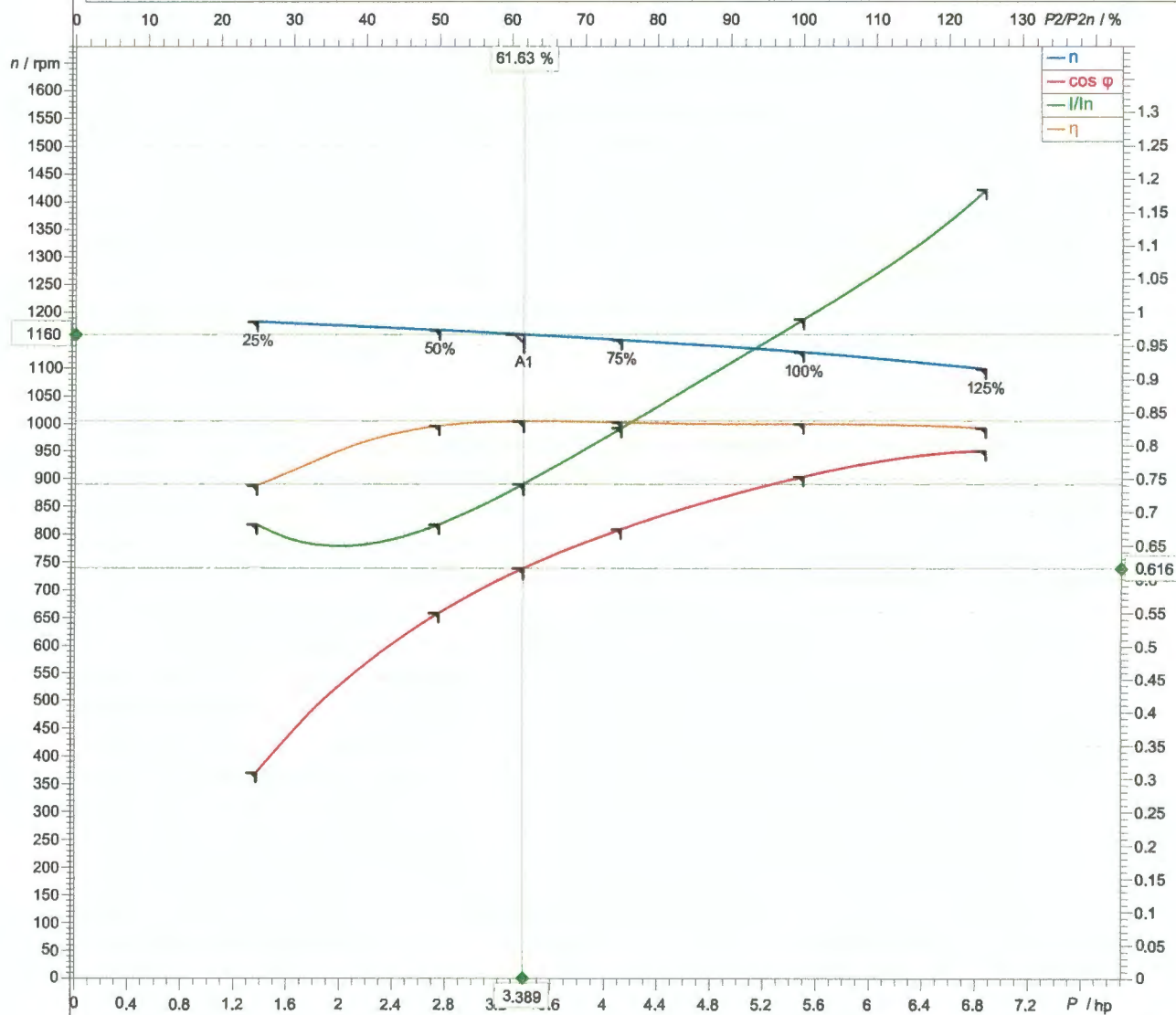
starts per hour 15

motor cables 7x2,5mm² (DOL) / 12x1,5mm² (SD)

Leistungsdaten bezogen auf: 230 V

Tolerances motor

Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp		1.375	2.75	4.125	5.5	
P ₁ / hp		1.859	3.314	4.94	6.605	
n / rpm		1183	1168	1150	1128	
cos φ		0.308	0.5489	0.674	0.753	
I / A		11.3	11.3	13.72	16.42	
s / %		1.417	2.666	4.166	6.003	
M / Nm		8.276	16.76	25.54	34.72	
η / %		73.94	82.99	83.5	83.26	



NOTICE OF INVITATION TO BID

The City of Fernandina Beach will receive sealed competitive bids for the following until no later than **2:00pm, July 23, 2019**.

ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **Twenty-two Submersible Sewer Pumps**.

The City will receive sealed bids at the location stated below not later than **2:00PM, July 23, 2019**.

Any submittal received after the above stated time and date will not be considered. It will 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 will be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2019-2020 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS 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 #19-18** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #19-18**
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 must be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form must have the authority to bind the proposer to the Bid. All information on the Bid form must be provided, or the Bid may not be accepted.

The competitive sealed Bid must 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**". **An example of the City of Fernandina Beach contract is included in this bid packet.**

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

SPECIFICATIONS

Provide and deliver to the City of Fernandina Beach, 22 Submersible Sewer Pumps

Pumping units must be completely submersible up to a depth of 25 feet. Pumping unit(s) including pump housing and impeller must be manufactured from gray cast iron, ASTM A48-Class 35 or acceptable equivalent. Major parts of the submersible motor unit(s) include motor frame and oil casing must be manufactured from gray cast iron, ASTM A48-Class 30. Casting must have smooth surfaces devoid of blowholes or other casting irregularities. Units must be furnished 150lb.flat face ANSI flange. All exposed bolts and nuts must be 304 stainless steel except; bail must be stainless 316. All mating surfaces of major components must be machined and fitted with NBR O-rings where watertight sealing is required. Machining and fitting must be such that sealing is accomplished by automatic compression of O-rings in two planes and O-ring contact is made on four surfaces without the requirement of specific torque limits. All metal surfaces coming into contact with the water, other than stainless steel or brass, must be coated by Epoxy paint. The impeller, wear plate and volute must be Plasma Ion Nitrate hardened. The pump motor must be 230 VAC 3 phase 1750 rpm dry with thermal protection. Seal protection to be provided. Seals must be double silicon carbide mechanical seals. The pump motor must be an air filled induction type with a squirrel cage rotor, shell type design. Stator windings must be copper insulated with moisture resistance Class F insulation, rated for 311 °F (155°C). The stator must be dipped and baked in Class F varnish and heat shrink fitted into the stator housing. The pump shaft must rotate on two bearings. Motor bearings must be permanently grease lubricated. The upper bearing must be a single deep groove ball bearing. The lower bearing must be two ball bearings, designed for a long life (at least 100,000 hours (L10 at B.E.P. calculated). Motor service factor must be 1.15. The motor must be capable of 20 starts per hour. The motor must be designed for operation up to 104 °F (40°C) ambient and with a temperature rise not to exceed 70 degree. The motor must have a voltage tolerance of plus or minus 10% with a nominal voltage of 230 vac. The motor must be non-overloading the entire specified range of operation. Power and sensor cable jacket must be made of an oil resistant PVC material, designed for submerged applications. Standard power cable length is 50ft (15m). Cable entry of submersible motor must prevent incursion of the liquid into the motor due to the phenomena known as "WICKING", a portion of each conductor is stripped back exposing the copper conductor. The cable is placed in a mold and is molded into one piece. The mold rubber seals the end of the power cable and flows in between each strand of conductor. This feature prevents "WICKING", through the fiber reinforcement found in standard submersible cable, and through the strands of the conductor itself. Lifting bail on the pump must be stainless 316 with stainless 316 bolts. Warranty must be for a period of one year from time of installation or 2 years from delivery date.

Units equivalent to the below pumps will be considered based on price and warranty

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids)

6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids)

4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids)

6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids)

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

AWARD

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

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

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

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

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Utilities	John Mandrick	jmandrick@fbfl.org	(904) 310-3421

Bidders are hereby put on notice that no contact will 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 must 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.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID** - INVITATION TO BID will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", must be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will 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 must 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 must 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 must 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 must 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 will be the sole judge of the submittals. The City's decision will be final.
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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 must 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 will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will 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 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 will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder must 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 against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR must, 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, will 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 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 - 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

CITY OF FERNANDINA BEACH, FLORIDA
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- 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 must not be less than One Million (\$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) must 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 must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will 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 must 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 ."

**CITY OF FERNANDINA BEACH, FLORIDA
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- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will 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 must be its own responsibility and at its own expense.
- L. The carrying of the insurance described will 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 must 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 must apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must 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. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

**CITY OF FERNANDINA BEACH, FLORIDA
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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 must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must 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, FLORIDA
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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

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "A"
CONTACT SHEET

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids) \$ 69,504⁰⁰ (11,584 EA)
6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids) \$ 44,604⁰⁰ (7434 EA)
4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids) \$ 18,712⁰⁰ (4678 EA)
6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids) \$ 20,574⁰⁰ (3429 EA)
Requesting bid for 22 total pump units.

Name: FJ NUGENT & ASSOCIATES INC

Federal Taxpayer ID: 59-3370448

Mailing Address: PO Box 521925

City, State, & Zip Code: Longwood, FL 32752

Telephone: 407-936-1139 Fax: 407-936-1640

Email: FRED@Nugentco.com

Submitted By: FRED NUGENT

Title: PRESIDENT

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: SUE BODNAR Title: Office Manager

Email Address: SUE@Nugentco.co Phone: 407-936-1139

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

INCLUDES GRUNDOS 5 YEAR Municipal WARRANTY (ATTACHED)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



Grundfos Water Utility
3905 Enterprise Court
Aurora, IL 60504
(630) 236-5500

5 YEAR PRO-RATED WARRANTY *for* MUNICIPAL APPLICATIONS

1. Grundfos Water Utility submersible pumps, including products produced under the "Yeomans", and "Chicago" brand names, is warranted for a period of five years, from date of shipment to the Original Buyer, to be free from defects in material and/or workmanship and to conform to any applicable drawings and specifications approved by Grundfos Water Utility.
2. The five year warranty is a prorated warranty as shown below. Parts will be replaced within the time period noted, and buyer will be invoiced at the given percentage rate of the price in effect at the time of shipment.

Months from Date of Shipment to Original Buyer	0-18	19-31	32-45	46-60
Percentage Rate of Warranty	0%*	25%	50%	75%

3. If within this period Grundfos Water Utility receives from the Original Buyer written notice of any alleged defect in any such apparatus, and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Grundfos Water Utility a reasonable opportunity to perform any appropriate tests required thereon) Grundfos Water Utility will, at its option and expense, either repair the same or supply replacement equipment.
4. Grundfos Water Utility, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a Grundfos authorized service center; the Original Buyer shall pay all charges of inbound and outbound transportation. Grundfos Water Utility shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 3.
5. Labor charges for in-warranty repairs performed by Grundfos Water Utility or its authorized service center shall be assumed by Grundfos Water Utility if the repair is completed within 18 months from date of shipment to Original Buyer.
6. After repair, pumps are warranted for the residual period on the initial warranty.
7. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID! The submersible Motor has motor winding thermostats. The thermostats must be connected per local, state and/or National Electric Code. IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED, THE WARRANTY IS VOID!
8. Only equipment utilized in Municipal Applications is eligible for the 5 year pro-rated warranty. For all other applications, please refer to the standard warranty information located in the product manual.
9. Pumps destined for long term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void the warranty.
10. Any claims by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Grundfos Water Utility in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Grundfos Water Utility in writing, any work done, materials furnished, repairs or designs made by others, shall void the warranty.

Grundfos Water Utility shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Grundfos Water Utility liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or at Grundfos Water Utility's election, to the repayment of, or crediting Buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence. Please refer to Grundfos Terms and Conditions for complete warranty information.



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 22 Submersible Pumps.
2. This sworn statement is submitted by (entity) FJ Nugent & Assoc Inc whose business address is 411 WYLLY AVE, SANFORD FL and (if applicable) Federal Employer Identification Number (FEIN) is 59-3370448 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is FRED NUGENT 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" 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, must be a prim 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 must 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

CITY OF FERNANDINA BEACH, FLORIDA
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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.)

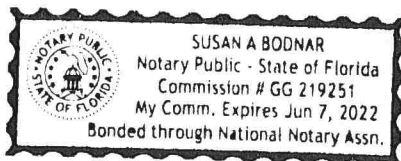
Signature

Date:

STATE OF FLORIDA

COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Paul August who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of July, 2019, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 6/7/22

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 must:

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: F J Nugent & Associates Inc
CITY: Longwood STATE: FL ZIP CODE: 32752
SIGNATURE: Fred Nugent PHONE: 407-936-1139
NAME (TYPED OR PRINTED): Fred Nugent TITLE: PRESIDENT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: # 19-18

Project Description: 22 Submersible Sewer Pumps

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: F J Nugent & Associates Inc

Authorized Signature: [Signature]

Title: PRESIDENT

Date: 7/22/19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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: FRED NUGENT Title: PRESIDENT
Signature: Fred Nugent Date: 7/22/19

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for # 19-18.

This sworn statement is submitted by (entity) FJ Nugent & Assoc whose business address is 411 WYLLY AVE, LONGWOOD and (if applicable) Federal Employer Identification Number (FEIN) is 59-3370448 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is FRED NUGENT 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.

Signature

Date:

STATE OF FLORIDA

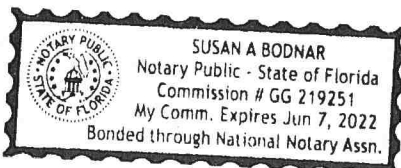
COUNTY OF Seminole

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 22nd day of July, 2019, and is personally known to me, or has provided _____ as identification.

Susan A Bodnar
Notary Signature

My Commission expires: 6/7/22

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

#19-18

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

This sworn statement is submitted by (entity) FJ Nugent whose business address is 411 WYLLY AVE, SANFORD and (if applicable) Federal Employer Identification Number (FEIN) is 59-3370448 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is FRED Nugent 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:

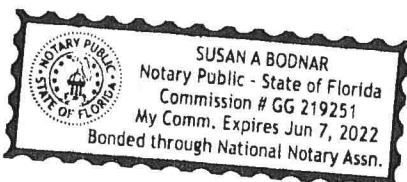
STATE OF FLORIDA

COUNTY OF Seminole

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 23rd day of July, 2019, and is personally known to me or has provided _____ as identification.

Notary Signature

My Commission expires: 6/7/22



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

F. J. Nugent & Associates Inc

Firm

Date

Fred Nugent
Authorized Signature

FRED NUGENT, 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 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 19-18**. 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: FRED Nugent TITLE: PRESIDENT

ADDRESS: 411 WYLLY AVENUE

CITY: SANFORD STATE: FL

AUTHORIZED SIGNATURE: Fred Nugent DATE: 7/22/19

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

- 1. Is this a bid for new or repaired pumps? New pumps**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 19-18**. 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: FRED NUGENT TITLE: PRESIDENT

ADDRESS: 411 WYLLY AVENUE

CITY: SANFORD STATE: FL

AUTHORIZED SIGNATURE: Fred Nugent DATE: 7/22/19

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

1. Are these pumps for replacement in an existing pump station? Yes, for existing pump stations.
2. Is explosion proof a motor requirement for the pump bid? It is not listed in the specification however some of the specified Homa pump numbers may cross over to this. This will raise the cost over a standard submersible pump. Explosion proof is not required.
3. What is the mounting recommended? Free standing is standard; rail mount is optional. If rail mounted, what brand rail system do the pumps need to fit? Standard ANSI flange on pump.



City of Fernandina Beach, Florida

Invitation to Bid #19-18

Twenty-Two Submersible Sewer Pumps

City of Fernandina Beach

Attn: City Clerk's Office – ITB #19-18

204 Ash Street

Fernandina Beach, FL 32034

Provided/Services By:

Power & Pumps, Inc.

803 N. Myrtle Avenue

Jacksonville, FL 32204

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **Twenty-two Submersible Sewer Pumps**.

The City will receive sealed bids at the location stated below not later than **2:00PM, July 23, 2019**.

Any submittal received after the above stated time and date will not be considered. It will 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 will be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2019-2020 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS 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 #19-18** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #19-18**
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 must be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form must have the authority to bind the proposer to the Bid. All information on the Bid form must be provided, or the Bid may not be accepted.

The competitive sealed Bid must 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**". An example of the City of Fernandina Beach contract is included in this bid packet.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

SPECIFICATIONS

Provide and deliver to the City of Fernandina Beach, 22 Submersible Sewer Pumps

Pumping units must be completely submersible up to a depth of 25 feet. Pumping unit(s) including pump housing and impeller must be manufactured from gray cast iron, ASTM A48-Class 35 or acceptable equivalent. Major parts of the submersible motor unit(s) include motor frame and oil casing must be manufactured from gray cast iron, ASTM A48-Class 30. Casting must have smooth surfaces devoid of blowholes or other casting irregularities. Units must be furnished 150lb.flat face ANSI flange. All exposed bolts and nuts must be 304 stainless steel except; bail must be stainless 316. All mating surfaces of major components must be machined and fitted with NBR O-rings where watertight sealing is required. Machining and fitting must be such that sealing is accomplished by automatic compression of O-rings in two planes and O-ring contact is made on four surfaces without the requirement of specific torque limits. All metal surfaces coming into contact with the water, other than stainless steel or brass, must be coated by Epoxy paint. The impeller, wear plate and volute must be Plasma Ion Nitrate hardened. The pump motor must be 230 VAC 3 phase 1750 rpm dry with thermal protection. Seal protection to be provided. Seals must be double silicon carbide mechanical seals. The pump motor must be an air filled induction type with a squirrel cage rotor, shell type design. Stator windings must be copper insulated with moisture resistance Class F insulation, rated for 311⁰F (155°C). The stator must be dipped and baked in Class F varnish and heat shrink fitted into the stator housing. The pump shaft must rotate on two bearings. Motor bearings must be permanently grease lubricated. The upper bearing must be a single deep groove ball bearing. The lower bearing must be two ball bearings, designed for a long life (at least 100,000 hours (L10 at B.E.P. calculated). Motor service factor must be 1.15. The motor must be capable of 20 starts per hour. The motor must be designed for operation up to 104⁰F (40°C) ambient and with a temperature rise not to exceed 70 degree. The motor must have a voltage tolerance of plus or minus 10% with a nominal voltage of 230 vac. The motor must be non-overloading the entire specified range of operation. Power and sensor cable jacket must be made of an oil resistant PVC material, designed for submerged applications. Standard power cable length is 50ft (15m). Cable entry of submersible motor must prevent incursion of the liquid into the motor due to the phenomena known as "WICKING", a portion of each conductor is stripped back exposing the copper conductor. The cable is placed in a mold and is molded into one piece. The mold rubber seals the end of the power cable and flows in between each strand of conductor. This feature prevents "WICKING", through the fiber reinforcement found in standard submersible cable, and through the strands of the conductor itself. Lifting bail on the pump must be stainless 316 with stainless 316 bolts. Warranty must be for a period of one year from time of installation or 2 years from delivery date.

Units equivalent to the below pumps will be considered based on price and warranty

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids)
6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids)
4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids)
6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids)

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

AWARD

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

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

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

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

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Utilities	John Mandrick	jmandrick@fbfl.org	(904) 310-3421

Bidders are hereby put on notice that no contact will 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 must 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.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID** - INVITATION TO BID will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", must be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will 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 must 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 must 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 must 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 must 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 will be the sole judge of the submittals. The City's decision will be final.
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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 must 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 will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will 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 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 will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

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 must enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond must be for an amount not less than **five percent (5%)** of the Bid price and must 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 must be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid security.

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

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must 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 must 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder must 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 against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR must, 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, will 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 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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 must not be less than One Million (\$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) must 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 must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will 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 must 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 ."

CITY OF FERNANDINA BEACH, FLORIDA
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TWENTY-TWO SUBMERSIBLE SEWER PUMPS

- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will 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 must be its own responsibility and at its own expense.
- L. The carrying of the insurance described will 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 must 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 must apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must 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. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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 must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must 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, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "A"
CONTACT SHEET

6 units Homa 34.5 HP AK634-270/34.5 F/C (6 inch ANSI flange 3 inch solids) \$ 64,436.00

6 units Homa 13 HP AMX434-250/13P (4 inch ANSI flange 3 inch solids) \$ 43,916.00

4 units Homa 7.5 HP AMX434/206/7.5N (4 inch ANSI flange 3 inch solids) \$ 16,714.00

6 units Homa 2.9 HP AMX434-178/2.9N (4 inch ANSI flange 3 inch solids) \$ 19,165.00

Requesting bid for 22 total pump units.

Name: Power & Pumps, Inc.

Federal Taxpayer ID: 59-1776697

Mailing Address: 803 North Myrtle Avenue

City, State, & Zip Code: Jacksonville, FL 32204

Telephone: 904-356-5881 **Fax:** 904-356-8717

Email: dlee@powerandpumps.com

Submitted By: David Lee

Title: Outside Sales

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Annette Turner **Title:** Accounting

Email Address: aturner@powerandpumps.com **Phone:** 904-356-5881 ext. 4134

***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, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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 BID #19-18 - 22 PUMPS.
2. This sworn statement is submitted by (entity) POWER & PUMPS, INC. whose business address is 803 N MYRTLE AVE., JACKSONVILLE, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1776697 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is DAVID F. WILLIAMS 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" 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, must be a prim 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 must 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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.)

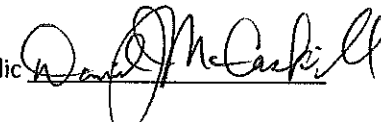
☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

 7-19-19
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 19 day of JULY, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public 
My Commission expires: _____



DANIEL J. MCCASKILL
MY COMMISSION # FF 936543
EXPIRES: November 16, 2019
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

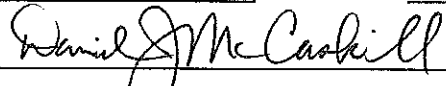
EXHIBIT "C"

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 must:

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: POWER & PUMPS, INC.
CITY: JACKSONVILLE STATE: FL ZIP CODE: 32204
SIGNATURE:  PHONE: 904-356-5881
NAME (TYPED OR PRINTED): DANIEL J. MCCASKILL TITLE: VICE PRESIDENT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

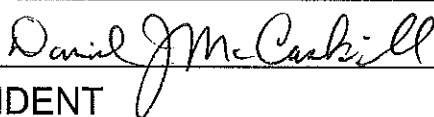
EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: 19-18
Project Description: TWENTY-TWO SUBMERSIBLE SEWER
PUMPS

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: POWER & PUMPS, INC.
Authorized Signature: 
Title: VICE PRESIDENT
Date: 7/19/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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: Daniel J. McCaskill Title: Vice President

Signature:  Date: 7/19/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for BID #19-18 - 22 PUMPS.

This sworn statement is submitted by (entity) POWER & PUMPS, INC. whose business address is 803 N MYRTLE AVE., JACKSONVILLE, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1776697 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is DAVID F. WILLIAMS 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.

David F. Williams 7-19-19
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 19 day of JULY, 2019 and is personally known to me, or has provided _____ as identification.

Daniel J. McCaskill
Notary Signature

My Commission expires: _____



DANIEL J. MCCASKILL
MY COMMISSION # FF 936543
EXPIRES: November 16, 2019
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for BID #19-18 - 22 PUMPS.

This sworn statement is submitted by (entity) POWER & PUMPS, INC. whose business address is 803 N MYRTLE AVE., JACKSONVILLE, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1776697 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is DAVID F. WILLIAMS 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.

David Williams 7-19-19
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 19 day of JULY, 2019 and is personally known to me, or has provided _____ as identification.

Daniel J. McCaskill
Notary Signature

My Commission expires: _____



DANIEL J. MCCASKILL
MY COMMISSION # FF 936543
EXPIRES: November 16, 2019
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-18
TWENTY-TWO SUBMERSIBLE SEWER PUMPS**

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 will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

POWER & PUMPS, INC.

7/19/2019

Firm

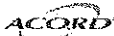
Date


Authorized Signature

DANIEL J. MCCASKILL, VICE PRESIDENT

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/19/2019

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 PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, NO. EXT): 877-266-6850 E-MAIL ADDRESS: Certs@paychex.com		FAX (A/C, No): 585-389-7426
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Paychex Business Solutions LLC Power & Pumps, Inc. 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY		23817
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	020338985	06/01/2019	06/01/2020	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named Insured.

CERTIFICATE HOLDER City of Fernandina Beach Attn: City Clerk's Office 204 Ash Street Fernandina Beach, FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2019

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 Lassiter-Ware Insurance of Jacksonville 8659 Baypine Road Suite 100 Jacksonville FL 32256		CONTACT NAME: Debbie Weigel PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: DebbieW@lassiterware.com	
INSURED Power & Pumps, Inc. 803 N Myrtle Ave Jacksonville FL 32204-1033		INSURER(S) AFFORDING COVERAGE INSURER A: Allied Property & Casualty Insurance Company INSURER B: Nationwide Ins Company of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42579 25453	

COVERAGES**CERTIFICATE NUMBER:** 2018-2019 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GLPO 3008934018	09/28/2018	09/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAZ3008934018	09/28/2018	09/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CAP 3008934018	09/28/2018	09/28/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

ADDENDUM No. 1

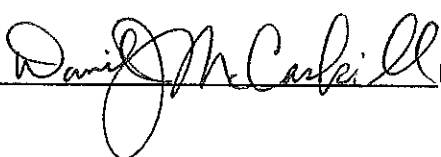
The following changes are applicable to the original ITB documents and specifications of **ITB 19-18**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: DANIEE J. McCASKILL TITLE: VICE PRESIDENT

ADDRESS: 803 N. MYRTLE AVE.

CITY: JACKSONVILLE STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7/19/19

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

1. Is this a bid for new or repaired pumps? New pumps

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 19-18**. 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: DAN McCASKILL TITLE: VICE PRESIDENT

ADDRESS: 803 N MYRTLE AVE

CITY: JACKSONVILLE STATE: FL

AUTHORIZED SIGNATURE: Daniel McCaskill DATE: 7/19/19

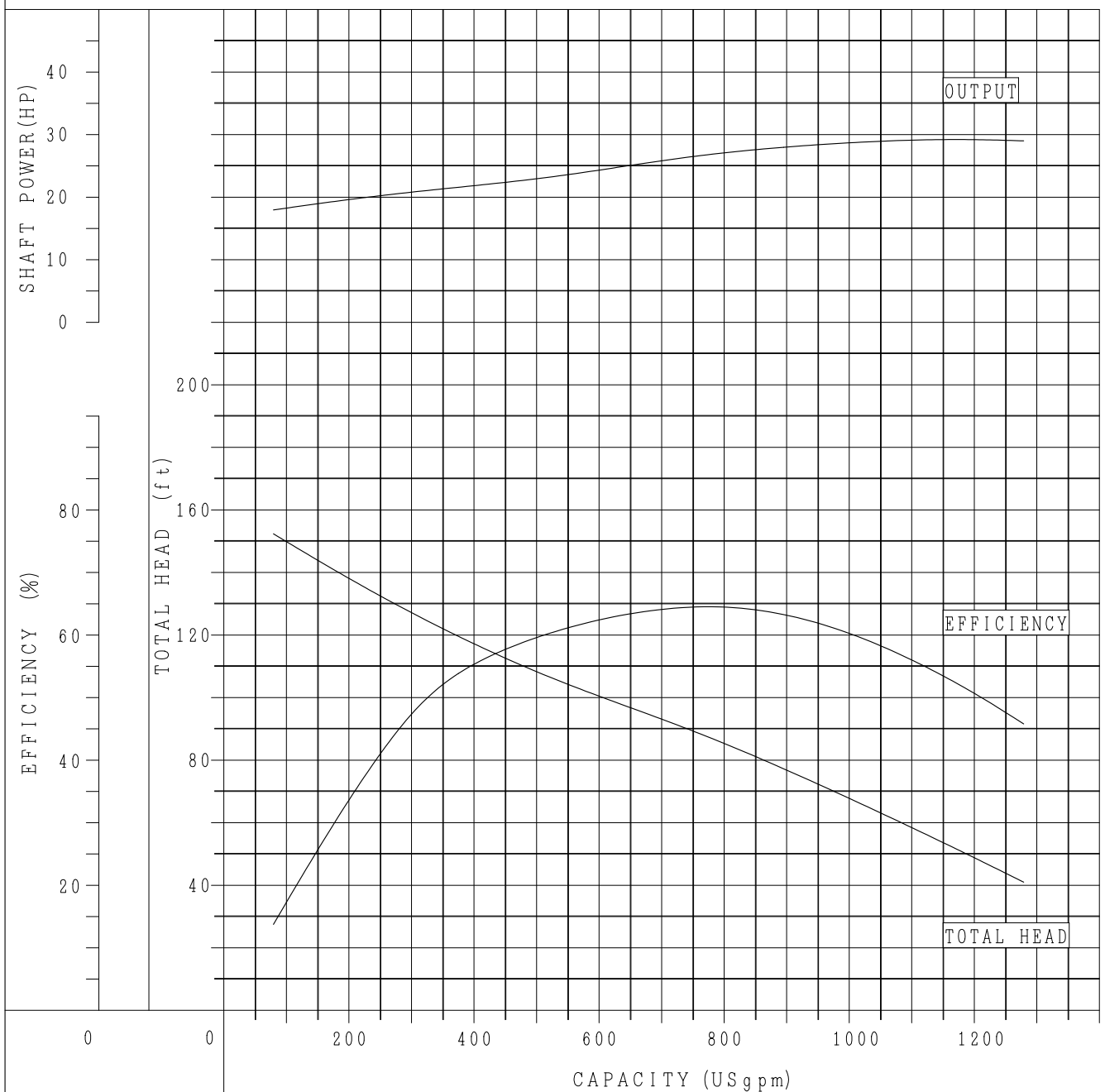
CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-18 TWENTY-TWO SUBMERSIBLE SEWER PUMPS

1. Are these pumps for replacement in an existing pump station? Yes, for existing pump stations.
2. Is explosion proof a motor requirement for the pump bid? It is not listed in the specification however some of the specified Homa pump numbers may cross over to this. This will raise the cost over a standard submersible pump. Explosion proof is not required.
3. What is the mounting recommended? Free standing is standard; rail mount is optional. If rail mounted, what brand rail system do the pumps need to fit? Standard ANSI flange on pump.

MODEL (Motor/Impeller) 4CNXH422T2E1 / 220-2HD

DISCHARGE	S O L I D S I Z E	RATED POWER		VOLTAGE	P O L E	SYNCHRONOUS SPEED (R P M)	FREQ.	I N S. C L A S S
		H P	k W					
4" (100mm)	3" (76.2mm)	3 0	2 2	2 0 8	4	1 8 0 0	6 0	F

	FLOW (US gpm)	HEAD (ft)	EFF. (%)
B. E. P	7 9 2 . 5	8 5 . 2	6 4 . 5



Performance with clear water and ambient temp Max. 40℃

DWG.	M. Higuchi	Mar. 8, 2018
JUDG.	M. Tarui	Mar. 8, 2018
APPD.	M. Tarui	Mar. 8, 2018

TITLE

PERFORMANCE CURVE

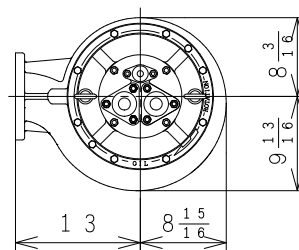
DWG No.

Y 4 0 5 6 3 4

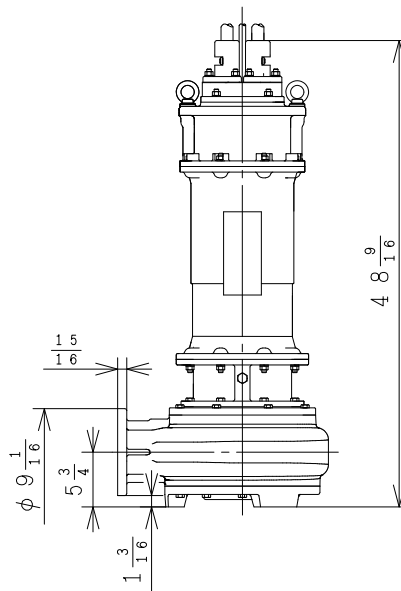
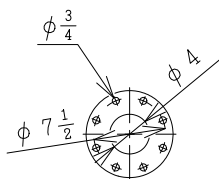
INSTALLATION TYPE	DRAWING NO.
GUIDE RAIL	A 4 1 8 4 8 3
STAND ALONE	A 4 1 8 4 8 5

MODEL	Impeller No.	RATED POWER (H P)	FREQ.
4CNXH415T2E1 4CNXH415T3E1	150-2H(S)	2 0	6 0
4CNXH418T2E1 4CNXH418T3E1	185-2HD(S)	2 5	6 0
4CNXH422T2E1 4CNXH422T3E1	220-2HD(S)	3 0	6 0

UNIT : inch



FLANGE (ANSI 150 PSI F.F)



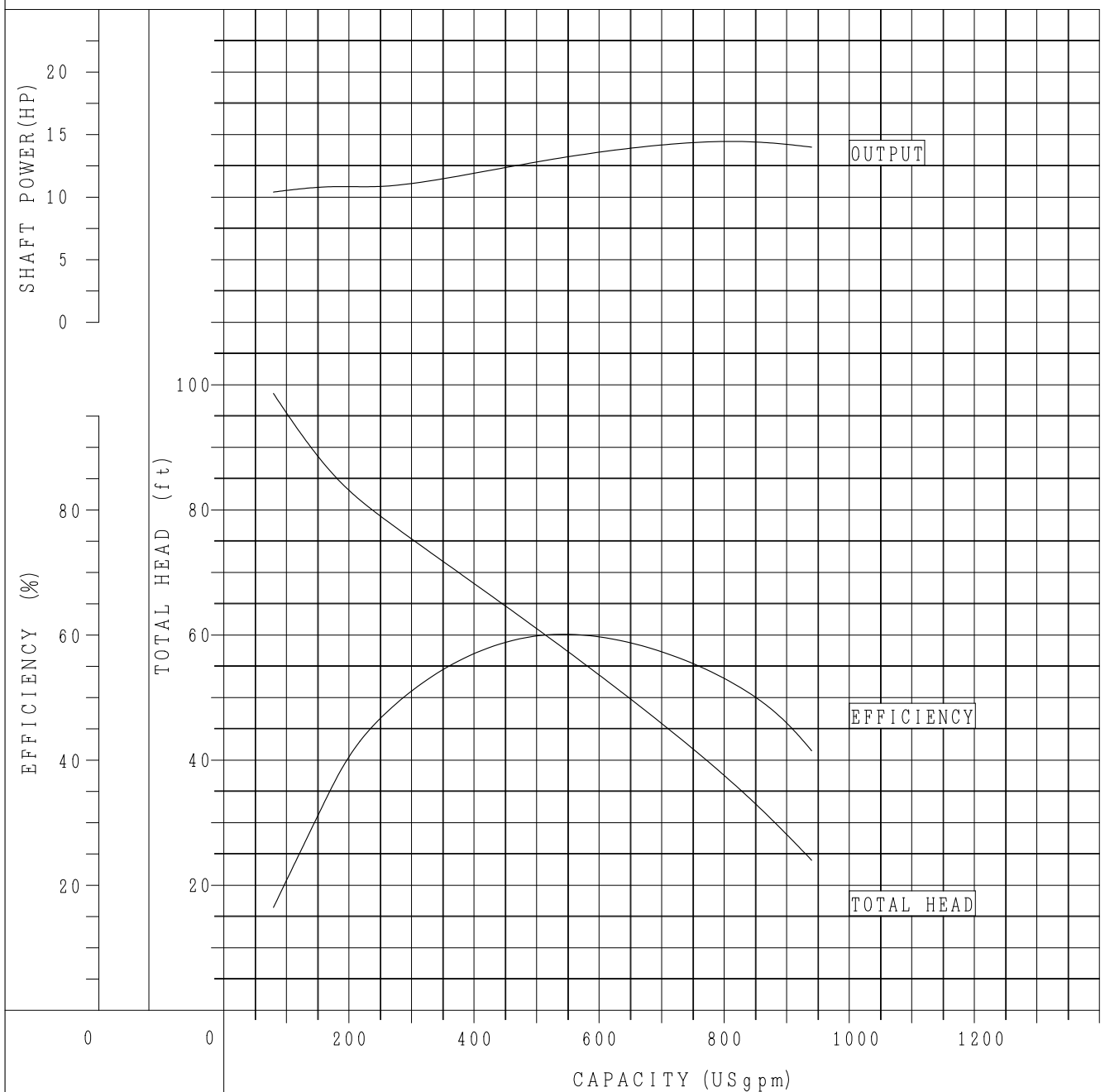
[Note] Cables are not shown on this drawing.

DWG.	M. Higuchi	Mar. 8, 2018	TITLE PUMP DIMENSION	DWG No. A 4 1 8 4 8 1
JUDG.	M. Tarui	Mar. 8, 2018		
APPD.	M. Tarui	Mar. 8, 2018		

MODEL (Motor/Impeller) 4CNXH411T2E1 / 110-2H

DISCHARGE	S O L I D S I Z E	RATED POWER		VOLTAGE	P O L E	SYNCHRONOUS SPEED (R P M)	FREQ.	I N S. C L A S S
		H P	k W					
4" (100mm)	3" (76.2mm)	1 5	1 1	2 0 8	4	1 8 0 0	6 0	F

	FLOW (US gpm)	HEAD (ft)	EFF. (%)
B. E. P	5 2 8 . 3	5 9 . 0	6 0 . 0



Performance with clear water and ambient temp Max. 40℃

DWG.	M. Higuchi	Mar. 8, 2018
JUDG.	M. Tarui	Mar. 8, 2018
APPD.	M. Tarui	Mar. 8, 2018

TITLE

PERFORMANCE CURVE

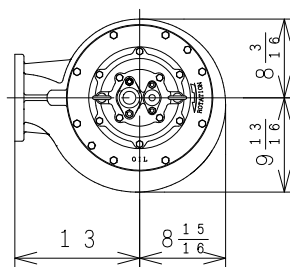
DWG No.

Y 4 0 5 6 2 8

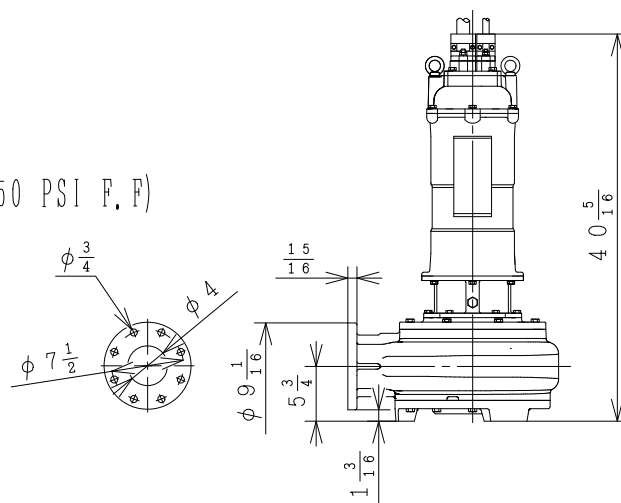
INSTALLATION TYPE	DRAWING NO.
GUIDE RAIL	A 4 1 8 4 8 2
STAND ALONE	A 4 1 8 4 8 4

MODEL	Impeller No.	RATED POWER (HP)	FREQ.
4CNXH411T2E1	110-2H(S)	15	60
4CNXH411T3E1			

UNIT : inch



FLANGE (ANSI 150 PSI F.F)



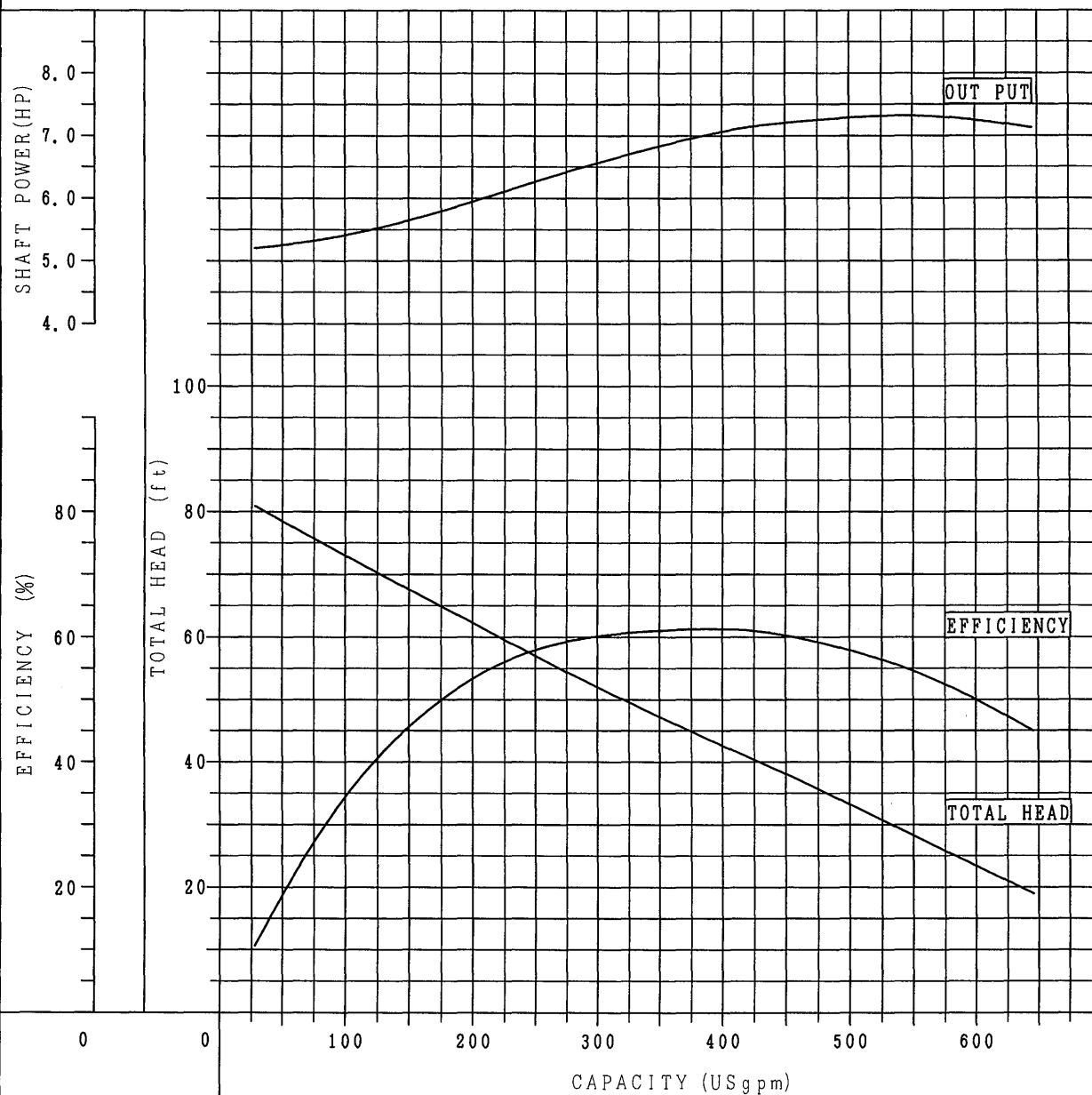
[Note] Cables are not shown on this drawing.

DWG.	M. Higuchi	Mar. 8, 2018	TITLE PUMP DIMENSION	DWG No. A 4 1 8 4 8 0
JUDG.	M. Tarui	Mar. 8, 2018		
APPD.	M. Tarui	Mar. 8, 2018		

MODEL (Motor Impeller) 4CNWX45.5T2E 55-2

DISCHARGE	SOLID SIZE	RATED POWER		VOLTAGE	POLE	SYNCHRONOUS SPEED (RPM)	FREQ.	INS. CLASS
		HP	kW					
4" (100mm)	3" (80mm)	7.5	5.5	208	4	1800	60	F

	FLOW (US gpm)	HEAD (ft)	EFF. (%)
B. E. P.	396	43.3	61.3



Performance with clear water and ambient temp Max. 40°C

TITLE

PERFORMANCE CURVE

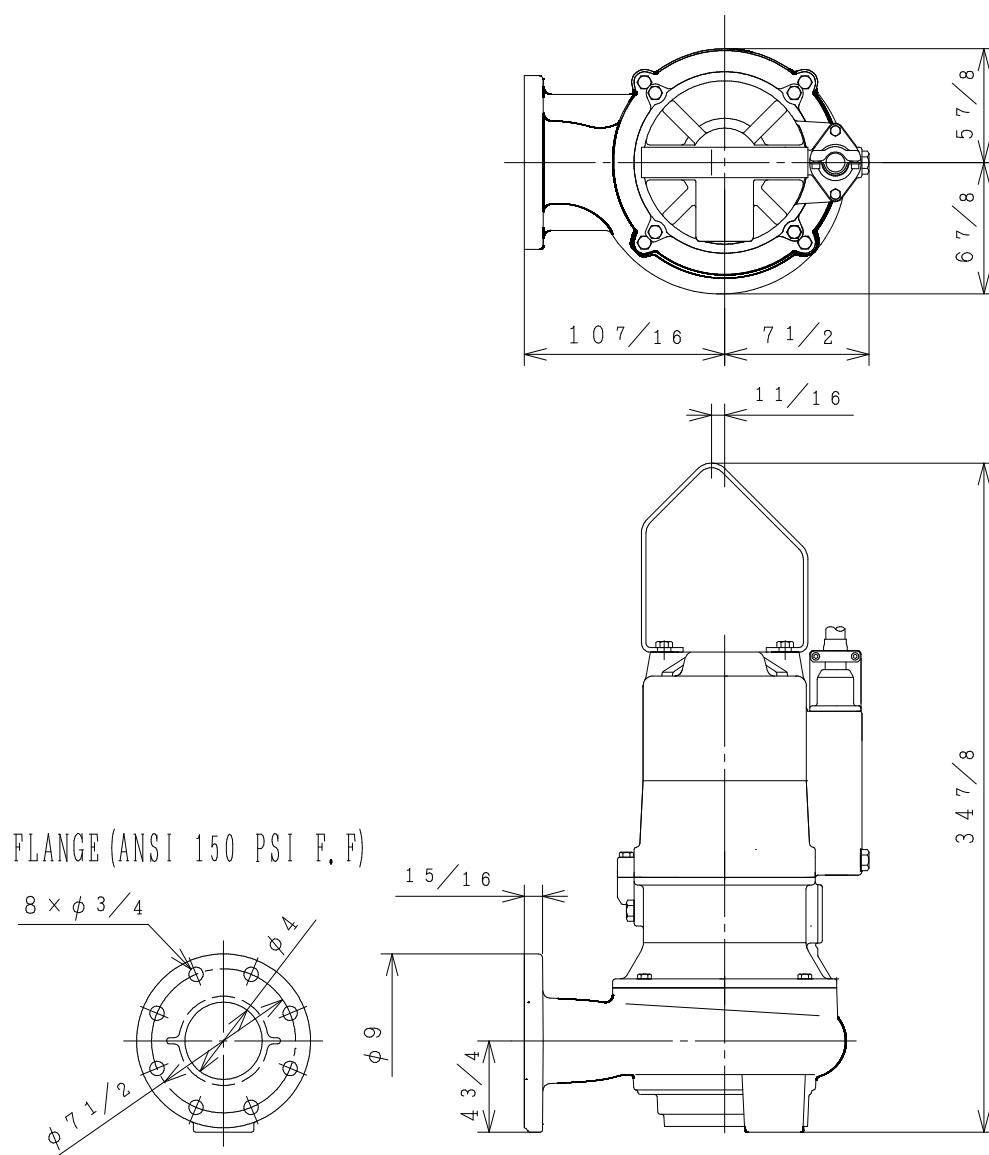
DWG No.

Y35275

INSTALLATION TYPE	DRAWING NO.
GUIDE RAIL	A408280
STAND ALONE	A408294

MODEL	Impeller No.	RATED POWER (HP)	FREQ.
4CNWX45.5T2E	55-2 (S)	7.5	60
4CNWX45.5T3E			

UNIT: inch



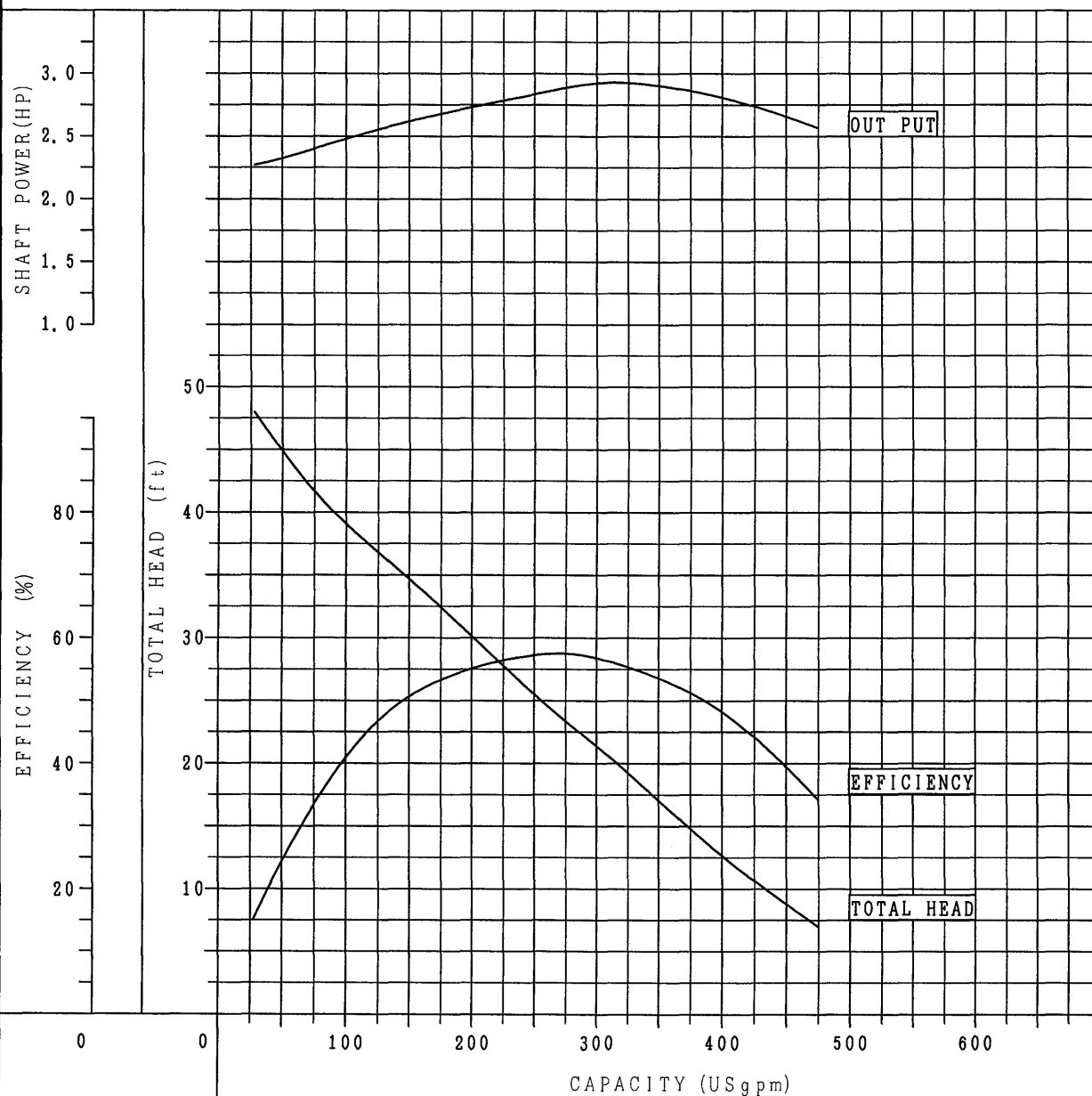
[Note] Cables are not shown on this drawing.

				TITLE PUMP DIMENSION	DWG No. A408266

MODEL (Motor Impeller) 4CNWX42.2T2E 22-4

DISCHARGE	SOLID SIZE	RATED POWER		VOLTAGE	POLE	SYNCHRONOUS SPEED (RPM)	FREQ.	INS. CLASS
		HP	kW					
4" (100mm)	3" (80mm)	3	2.2	208	4	1800	60	F

	FLOW (US gpm)	HEAD (ft)	EFF. (%)
B. E. P.	264	24.6	57.4



Performance with clear water and ambient temp Max. 40°C

TITLE

PERFORMANCE CURVE

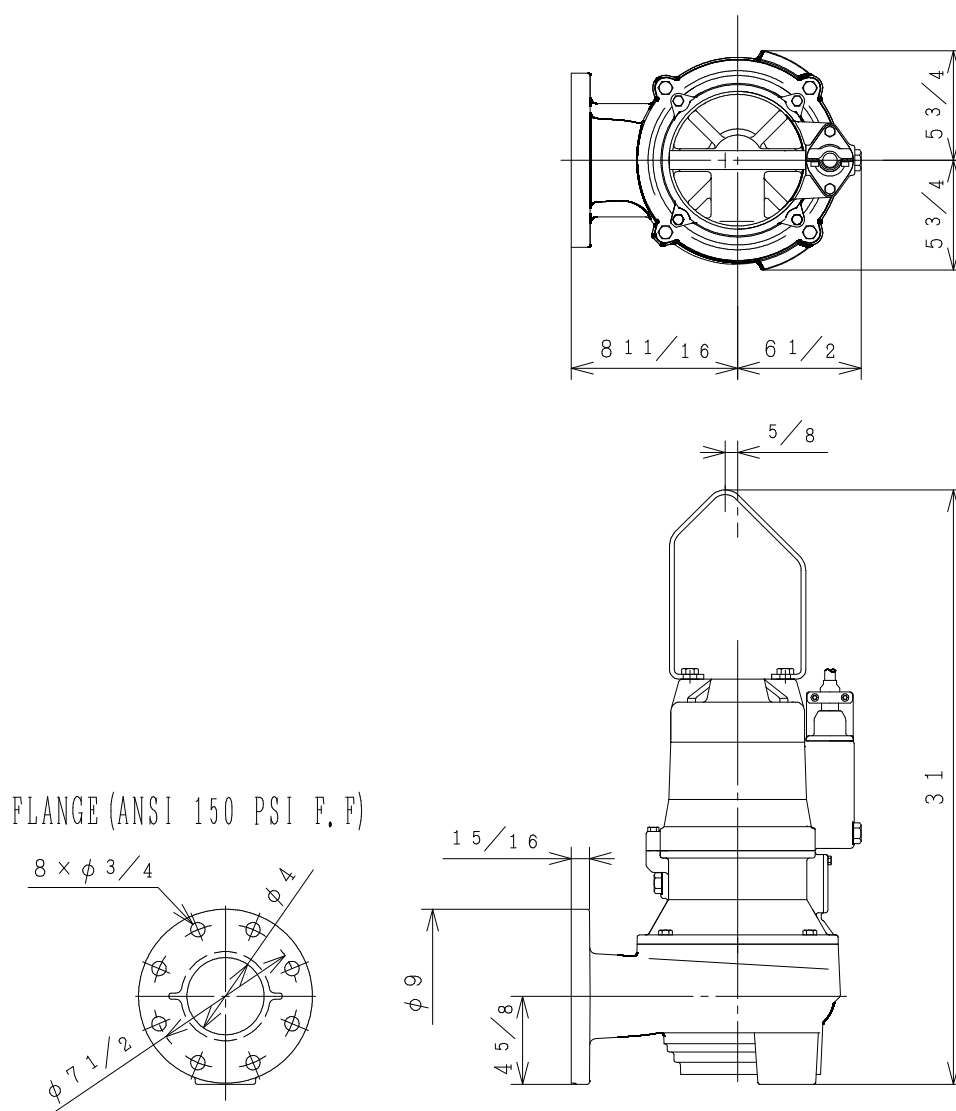
DWG No.

Y35273

INSTALLATION TYPE	DRAWING NO.
GUIDE RAIL	A 4 0 8 2 7 8
STAND ALONE	A 4 0 8 2 9 2

MODEL	Impeller No.	RATED POWER (HP)	FREQ.
4CNWX42.2T2E	22-4 (S)	3	60
4CNWX42.2T3E			

UNIT: inch

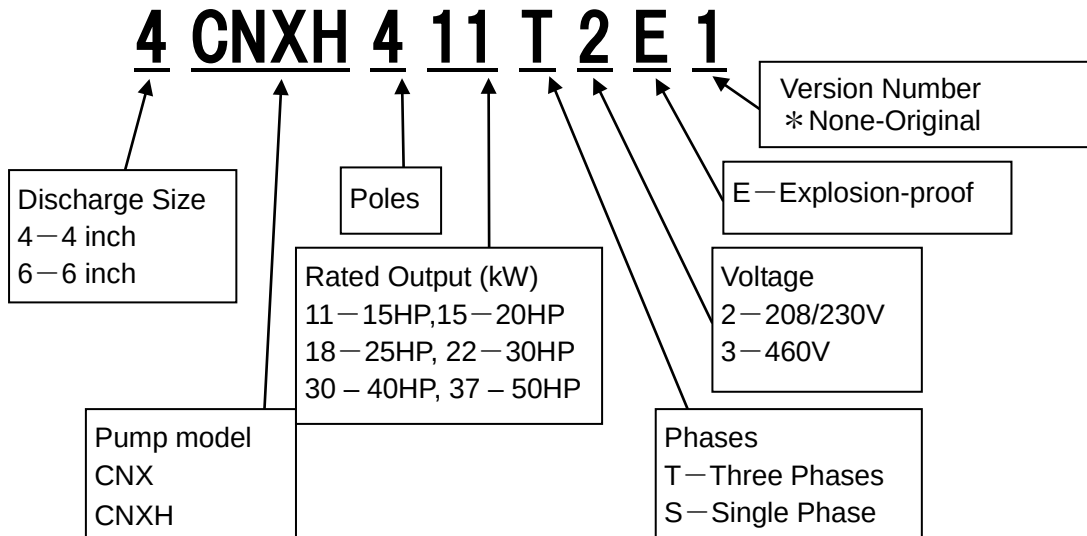


[Note] Cables are not shown on this drawing.

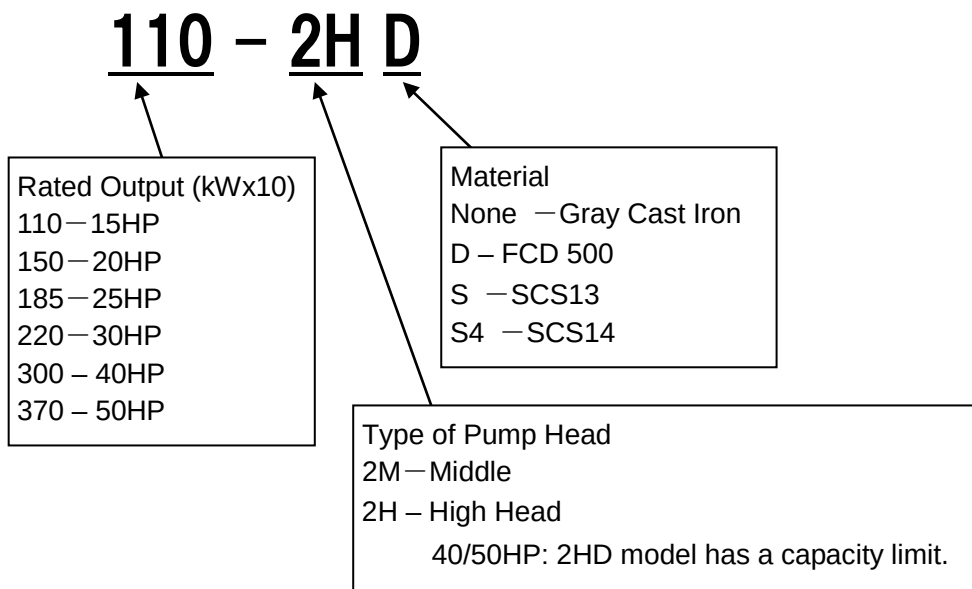
				TITLE PUMP DIMENSION	DWG No. A 4 0 8 2 6 4

MODEL DESIGNATION

◆Motor model



◆Impeller No.



SPECIFICATIONS

Model : 4CNXH

	STANDARD	OPTIONAL
Discharge Size	4 inch	
Solid Size	3 inch	
Range of HP	15, 20, 25, 30, 40, 50 HP	
Range of Performance	Capacity 75 to 1450 (Usgpm) Total Head 22 to 211(ft)	
Limitation		
Type of Liquid Handled	Sewage, Waste water	
Minimum Water Temperature	32 °F (0°C)	
Maximum Water Temperature	104 °F (40°C)	
Motor	Insulation Class F, Three Phase	
Voltage / Hz	15 – 30HP: 208/230V, 15 – 50HP: 460V / 60Hz	
Synchronous Speed	1800 RPM	
Impeller Type	ShinMaywa Single Vane Enclosed Impeller	
Material		
Pump Housing	Cast Iron (ASTM A48 Class 35)	
Impeller	15/20HP: Cast Iron (ASTM A48 Class 35) 25/30/40/50HP: Ductile Cast Iron (ISO 500-7S)	Stainless
Shaft	420J2 Stainless Steel	
Motor Frame	Cast Iron (ASTM A48 Class 35)	
Fastener	304 Stainless Steel	
Mechanical Seal Materials	Double Mechanical seal – Tandem Arrangement	
Upper Side	Silicon Carbide / Silicon Carbide	
Lower Side	Silicon Carbide / Silicon Carbide	
Bearing		
Upper Side	Single Deep Groove Ball Bearing (Creep Prevention Type)	
Lower Side	Duplex angular contact ball bearing	
Motor Protection	Built-in Micro Thermal Protector Dual-Electrode Leakage Detector	
Accessory	Submersible Cable Type SOOW 50ft(15m)	Longer Cable

SPECIFICATIONS

Model : 6CNX

	STANDARD	OPTIONAL
Discharge Size	6 inch	
Solid Size	3 inch	
Range of HP	15, 20, 25, 30 HP	
Range of Performance	Capacity 150 to 1750(Usqpm) Total Head 20 to 114(ft)	
Limitation		
Type of Liquid Handled	Sewage, Waste water	
Minimum Water Temperature	32 °F (0°C)	
Maximum Water Temperature	104 °F (40°C)	
Motor	Insulation Class F, Three Phase	
Voltage / Hz	208/230V, 460V / 60Hz	
Synchronous Speed	1800 RPM	
Impeller Type	ShinMaywa Double Vane Enclosed Impeller	
Material		
Pump Housing	Cast Iron (ASTM A48 Class 35)	
Impeller	15/20HP: Cast Iron (ASTM A48 Class 35) 25/30HP: Ductile Cast Iron (ISO 500-7S)	Stainless
Shaft	420J2 Stainless Steel	
Motor Frame	Cast Iron (ASTM A48 Class 35)	
Fastener	304 Stainless Steel	
Mechanical Seal Materials	Double Mechanical seal – Tandem Arrangement	
Upper Side	Silicon Carbide / Silicon Carbide	
Lower Side	Silicon Carbide / Silicon Carbide	
Bearing		
Upper Side	Single Deep Groove Ball Bearing (Creep Prevention Type)	
Lower Side	Duplex angular contact ball bearing	
Motor Protection	Built-in Micro Thermal Protector Dual-Electrode Leakage Detector	
Accessory	Submersible Cable Type SOOW 50ft(15m)	Longer Cable

ShinMaywa Submersible Sewage Pump CNX/CNXH(Explosion Proof)

SPECIFICATIONS

• **OPERATING CONDITION**

Temperature	32-104 °F (0-40°C)
pH	6 - 9
Electric Conductivity	100mS/m or less
DO (Dissolved Oxygen)	1 – 4 mg O ₂ /ℓ
Chlorine Iron	1,000 mg/ℓ or less
SS	3,000 mg/ℓ or less
BOD, COD	1,000 mg/ℓ or less
Viscosity	5cP or less
Liquid Specific Gravity	1.05 or less
Sludge Concentration	1% or less

ShinMaywa Submersible Sewage Pump CNX/CNXH(Explosion Proof)

SPECIFICATIONS

A. General

CNX / CNXH series is the submersible sewage pumps, which has the ideal combination of high efficiency and 3 inch solid handling capability. This series has employed ShinMaywa enclosed solid handling impeller. CNX employed Double Vane Enclosed impeller which has a high efficiency in its operation range. CNXH employed Single Vane Enclosed impeller which has improved path through capability with high head operation.

Pump system design shall include a guide rail system be such that the pump will be automatically connected to the discharge piping when lowered into place on the discharge connection. The pump shall be easily removable for inspection or service, requiring no bolts, nuts, or other fasteners to be disconnected, or the need for personnel to enter the wet well. The nameplate ratings of the motor shall be based on 104 °F (40°C) ambient environment and depth of 65feet (20m).

B. Manufacturer

ShinMaywa Industries, Ltd.

C. Pump Characteristics

Pumps shall conform to the following requirements:

Number of units

Design flow (GPM)

Design TDH (ft)

Minimum shut off head (ft)

RPM 1800

Maximum HP

Minimum efficiency at design (%)

Minimum power factor at design (%)

Voltage / Hz / Phase 208/230V, 460V / 60Hz / 3

D. Pump Construction

Major parts of the pumping unit(s) including pump housing and impeller shall be manufactured from gray cast iron, ASTM A48-Class 35 or ductile cast iron, ISO 500-7S. Major parts of the submersible motor unit(s) include motor frame and oil casing shall be manufactured from gray cast iron, ASTM A48-Class 35. Casting shall have smooth surfaces devoid of blowholes or other casting irregularities. Units shall be furnished 150lb.flat face ANSI flange. All exposed bolts and nuts shall be 304 stainless steel. All mating surface of major components shall be machined and fitting with NBR O-rings where watertight sealing required. Machining and fitting shall be such that sealing is accomplished by automatic compression of O-rings in two planes and O-ring contact is made on four surfaces without the requirement of specific torque limits. All metal surfaces coming into contact with the water, other than stainless steel or brass, shall be coated by Epoxy paint.

SPECIFICATIONS

1. Impeller

Impeller shall have good pump characteristics with no overload in its operation range. CNX has Double Vane Enclosed Impeller with Large Capacity characteristics. CNXH has Single Vane Enclosed Impeller with High Head characteristics. ShinMaywa new Single Vane Enclosed Impeller which is employed CNXH has improved pass through capability. The impeller(s) can also pass-through 3 inch spherical solid.

2. Wear Ring

The design shall include a replaceable casing wear ring at the pump suction to maintain working clearance and hydraulic efficiency.

3. Mechanical Seal

Mechanical Seal shall be designed to Double Mechanical seal—Tandem Arrangement consisting of two totally independent seal assemblies. Each seal interface shall be held in contacted by its own spring system and also the position of both mechanical seals shall be depended on the shaft. Lower side seal faces and Upper side seal faces (All seal faces) material shall be silicon carbide.

The mechanical seal's FKM elastomer shall be designed for submersible pumps to increase sealing quality. These feature makes high reliable than popular design tandem mechanical seal.

E. Motor construction

The pump motor shall be an air filled induction type with a squirrel cage rotor, shell type design. Stator windings shall be copper, insulated with moisture resistance Class F insulation, rated for 311 °F (155°C).

The stator shall be dipped and baked in Class F varnish and heat shrink fitted into the stator housing. Rotor bars and short circuit rings shall be manufactured of cast aluminum. Motor Shaft shall be made from JIS420 J₂. The pump shaft shall rotated on two bearing. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be Duplex Angular bearings, designed for a long life (at least 100,000 hours (L10 at B.E.P. calculated). Motor service factor shall be 1.15. Motor capable 20 starts per hour. The motor shall be designed for operation up to 104 °F (40°C) ambient and with a temperature rise not to exceed 70 degree. The motor shall have a voltage tolerance of plus or minus 10%. The motor shall be non-overloading the entire specified range of operation. Motor over temperature protection shall be provided by miniature thermal protectors embedded on each winding. Dual-electrode Leakage detector is provided for mechanical seal failure protection located in oil chamber.

SPECIFICATIONS

F. Cable

Power cable jacket shall be made of an oil resistant PVC material, designed for submerged applications. Standard power cable length is 50ft (15m). Cable entry of submersible motor shall prevent incursion of the pumpage into the motor due to the phenomena known as "WICKING", a portion of each conductor is stripped back exposing the copper conductor. The cable is placed in a mold and is molded into one piece. The mold rubber seals the end of the power cable and flows in between each strand of conductor. This feature prevents "WICKING", through the fiber reinforcement found in standard submersible cable, and through the strands of the conductor itself.

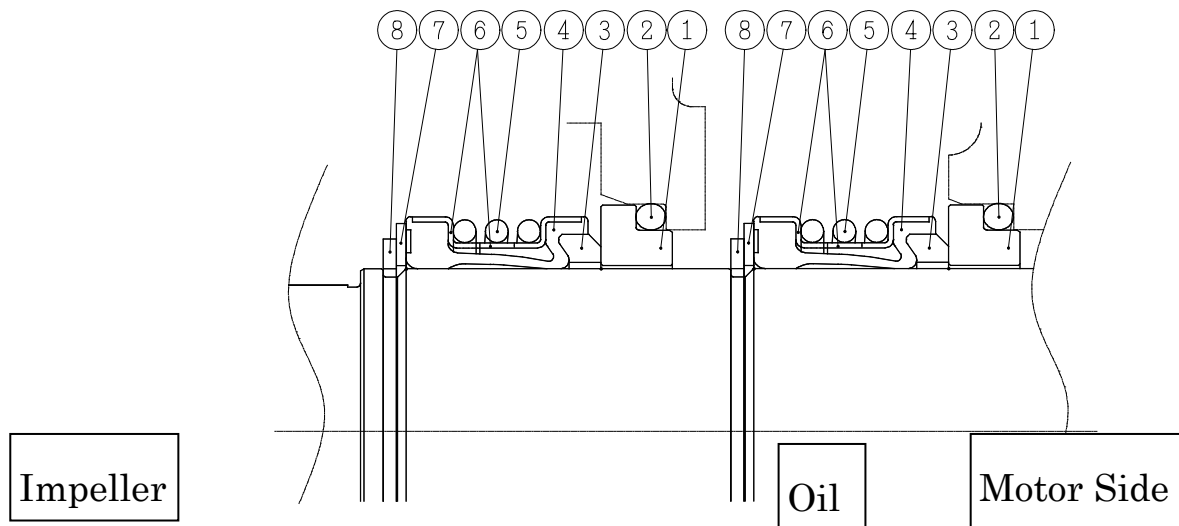
Mechanical Seal

Mechanical seal is the most critical part of submersible pumps.

CNX/CNXH employs The Type 2100 (John Crane).

Type 2100 is compact, unitized, single spring, elastomer bellows type mechanical seal.

Each seal interface are held in contacted by its own spring system and also the position of both mechanical seals shall be depended on the shaft.



No.	Part Name	Materials
1	Mating Ring	SiC
2	O-Ring	FKM
3	Primary Ring	SiC
4	Bellows	FKM
5	Drive Band	AISI 316 Stainless Steel
6	Spring	AISI 316 Stainless Steel
7	Fixing Plate	AISI 316 Stainless Steel
8	Retaining Ring	AISI 316 Stainless Steel

Motor Data

1. The data listed below are the design values.

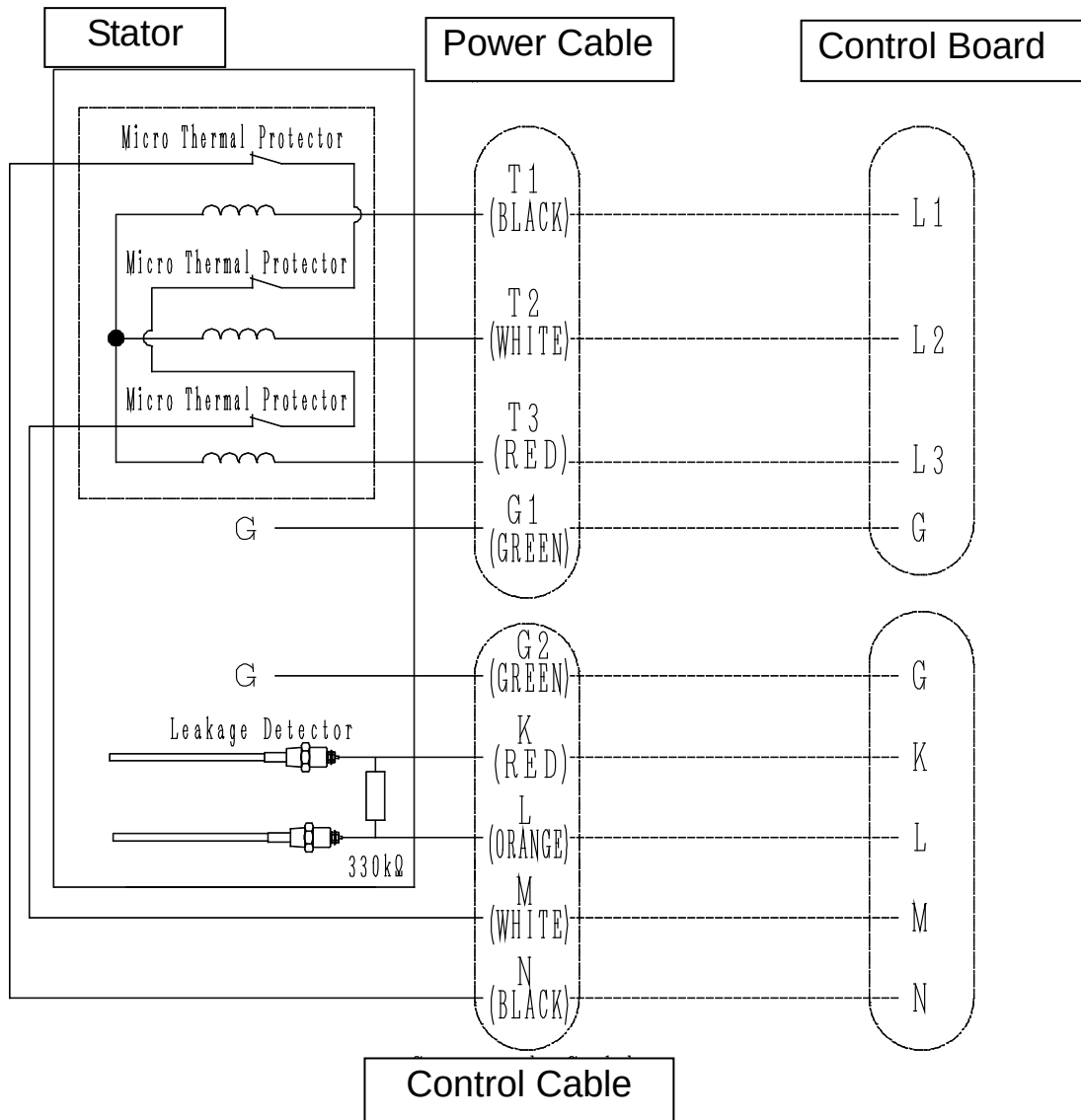
【208V】

		15HP (11kW)	20HP (15kW)	25HP (18.5kW)	30HP (22kW)
Pole		4			
Full Load Current (A)		44.2	58.1	70.8	80.7
Efficiency (%)	1/2 Load	78.9	79.7	83.0	83.8
	3/4 Load	81.8	82.8	84.5	84.2
	1/1 Load	82.1	83.2	84.6	84.5
Power Factor (%)	1/2 Load	73.0	79.2	78.1	83.4
	3/4 Load	80.7	84.4	83.8	88.3
	1/1 Load	84.1	86.1	85.7	89.6
Start Current (A)		241	262	329	392
Locked-Rotor-Torque (%)		301	221	204	209
Power Cable Size		AWG 4	AWG 4	AWG 4 X 2	AWG 4 X 2
Power Cable Length		50ft (15m)			

【230V】

		15HP (11kW)	20HP (15kW)	25HP (18.5kW)	30HP (22kW)
Pole		4			
Full Load Current (A)		40.0	52.6	64.0	73.0
Efficiency (%)	1/2 Load	78.8	79.8	83.0	83.9
	3/4 Load	81.7	82.8	84.6	84.0
	1/1 Load	82.1	83.1	84.7	84.2
Power Factor (%)	1/2 Load	73.0	79.2	78.1	82.3
	3/4 Load	80.7	84.4	83.7	88.4
	1/1 Load	84.1	86.1	85.7	89.8
Start Current (A)		266	290	364	264
Locked-Rotor-Torque (%)		358	284	279	434
Power Cable Size		AWG 4	AWG 4	AWG 4 X 2	AWG 4 X 2
Power Cable Length		50ft (15m)			

Wiring Diagram



※Type of contact

1. Thermal Protector: b (Normally Closed)
2. Leakage Detector: a (Normally Open)

ShinMaywa Submersible Pumps

Limited Warranty

LIMITED WARRANTY MUNICIPAL: PERMANENT INSTALLATIONS

ShinMaywa (America) Ltd. warrants for a period of five (5) years or ten thousand (10,000) hours of operation, whichever shall first occur, measured from the date of shipment from ShinMaywa (America) Ltd. (the "Warranty Period"), the Submersible Pump Equipment ("Equipment") manufactured by ShinMaywa Industries, Ltd. against defects in material and workmanship, when installed, used and maintained in accordance with instructions as provided by ShinMaywa Industries, Ltd. together with ShinMaywa (America) Ltd. ("ShinMaywa") in permanent municipal installations under the following conditions of service only:

- 1) Municipal Wastewater; or
- 2) Raw Sewage; or
- 3) Potable or Raw Water; or
- 4) Storm Water; and
- 5) Liquids must be abrasive-free and non-corrosive.

This is a LIMITED WARRANTY with the following CONDITIONS OF WARRANTY:

- 1) Only Municipal Applications are qualified to participate hereunder;
- 2) Start-Up Procedures in accordance with instructions provided by ShinMaywa must be properly completed, and a report confirming same must be repaired and submitted with all warranty claims.
- 3) Elapsed-time meters must be installed and be operational within the electrical control panel;
- 4) All ShinMaywa-prescribed maintenance procedures must be followed, documented and proof thereof submitted to ShinMaywa with any warranty claim hereunder;
- 5) Each warranty claim must be submitted in accordance with ShinMaywa's Warranty Procedures, which require notification to ShinMaywa (America) Ltd. and assignment by ShinMaywa (America) Ltd. of a Warranty Repair Number ("WRN"). ShinMaywa's Warranty Procedures are provided with each item of ShinMaywa Equipment sold hereunder by ShinMaywa (America) Ltd.
- 6) Any repairs to ShinMaywa Equipment, whether warranty claims or otherwise, by other than a ShinMaywa-authorized repair or service facility shall invalidate the warranty hereunder.

If a defect appears in the ShinMaywa Equipment warranted hereunder during the Warranty Period and Purchaser has given ShinMaywa (America) Ltd. immediate written notice of same, ShinMaywa will either repair the part, or replace the part, by shipping a similar part F.O.B. ShinMaywa shipping point. ShinMaywa may require Electrical System Schematics (including Bills of Materials) and other data regarding maintenance and applications, as well as return of the Equipment, transportation prepaid, to substantiate and validate the warranty claim. The warranty shall not apply to any Equipment which has been subjected to misuse, accident or neglect or used in any manner not consistent with the application disclosed to at the time of purchase, or to Equipment damaged due to defective power supply, incorrect electrical protection or faulty installation or maintenance. All costs of field labor, removal, reinstallation and transportation shall be borne by the Purchaser.

The Warranty Period shall not be suspended or tolled upon stopping operations for the warranty repairs, nor recommence upon completion of said repairs, but rather shall run continuously from commencement

until normal expiration. Repair parts shall carry no greater warranty than the remaining balance of the underlying Equipment into which the repair part may be installed, expiring at the same time as underlying Equipment warranty.

This is a *pro rata* limited warranty. ShinMaywa will pay the following share of the cost of replacement or repair parts:

Warranty Period Following Shipment:

Lesser of:

Months:	0-18	19-39	40-60
Hours of Operation:	0-4000	4001-7000	7001-10000
Warranty Repair Costs:	100%	50%	25%

This is ShinMaywa's sole and exclusive warranty. It applies only to ShinMaywa Equipment, including All accessories and Power Cables when originally purchased with ShinMaywa Equipment, but specifically excludes all other equipment of other manufacturers whether or not such equipment is included in ShinMaywa's scope of supply hereunder. Such other equipment is warranted only by its manufacturer.

SHINMAYWA MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SHINMAYWA AND EXCLUDED FROM THESE TERMS AND CONDITIONS OF SALE. The Purchaser's sole and exclusive remedy, whether in warranty, tort or contract, including negligence, will be to proceed under this warranty. All liability of ShinMaywa shall terminate no later than the expiration of the Warranty Period. SHINMAYWA SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOSS OF PROFIT.

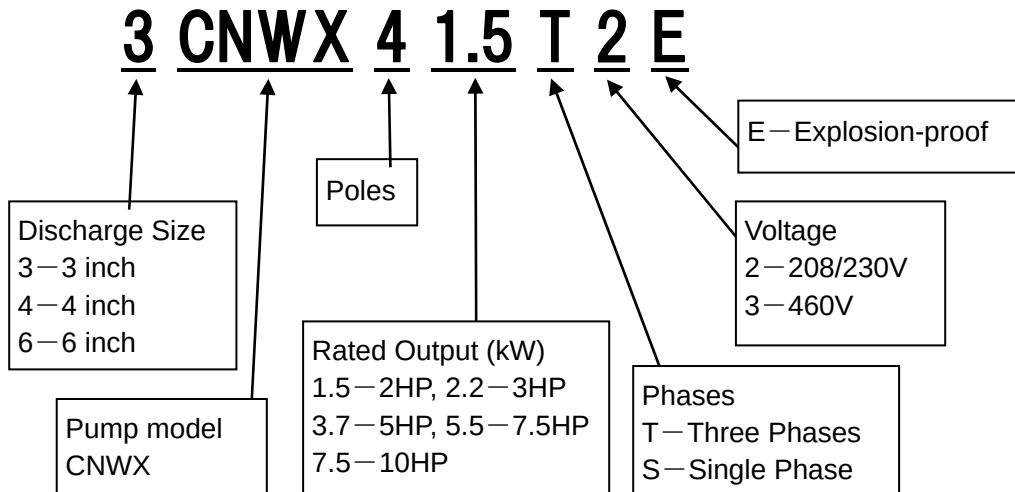
ShinMaywa (America) Ltd.

1-12

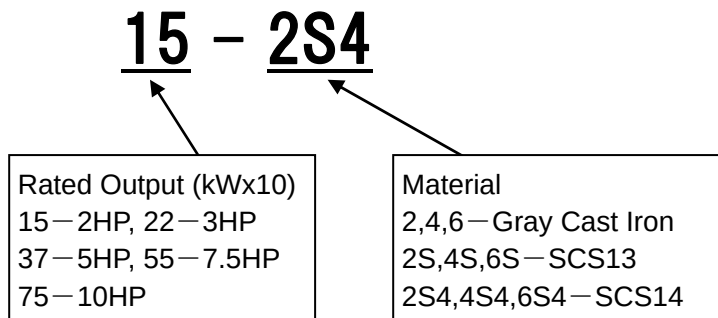
ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

MODEL DESIGNATION

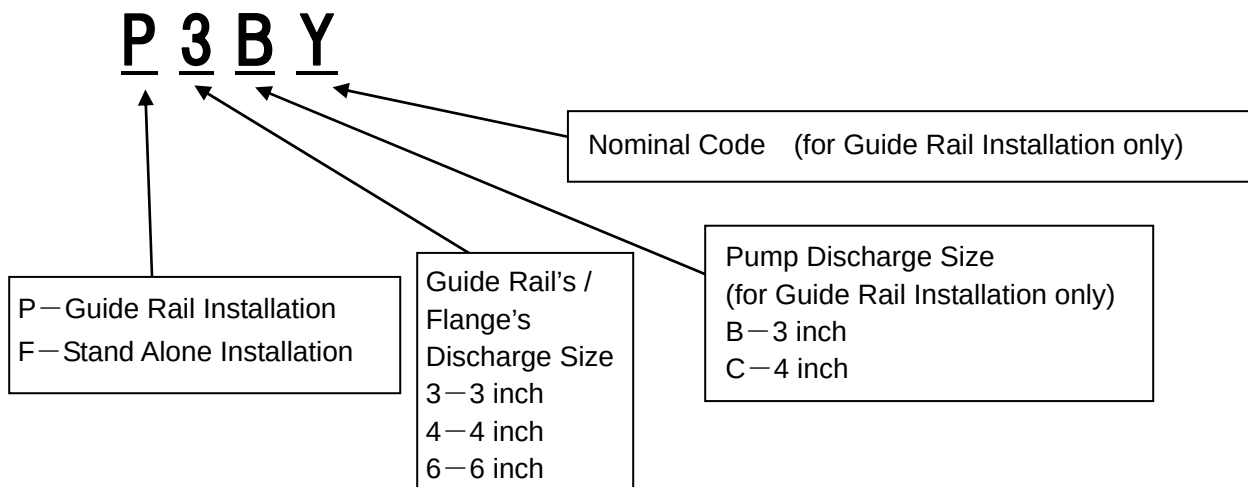
◆ Motor model



◆ Impeller No.



◆ Guide Rail Code / Flange Code



ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

SPECIFICATIONS

Model : 3CNWX, 4CNWX, 6CNWX

	STANDARD	OPTIONAL
Discharge Size	3, 4, 6 inch	Stainless
Solid Size	2.5, 3, 4 inch	
Range of HP	2, 3, 5, 7 ¹ / ₂ , 10 HP	
Range of Performance	Capacity 25 to 930(Usqpm) Total Head 5 to 95(ft)	
Limitation		
Type of Liquid Handled	Sewage, Waste water	
Minimum Water Temperature	32° F (0°C)	
Maximum Water Temperature	104° F (40°C)	
Motor	Insulation Class F, Three Phase	
Voltage / Hz	208/230V, 460V / 60Hz	
Synchronous Speed	1800 RPM	
Impeller Type	ShinMaywa Non-Clog Scroll Impeller	
Material		
Pump Housing	Cast Iron (ASTM A48 Class 35)	
Impeller	Cast Iron (ASTM A48 Class 35)	
Shaft	420J2 Stainless Steel	
Motor Frame	Cast Iron (ASTM A48 Class 30)	
Fastener	304 Stainless Steel	
Mechanical Seal Materials	Double Mechanical seal—Tandem Arrangement	
Upper Side	Silicon Carbide / Silicon Carbide	
Lower Side	Silicon Carbide / Silicon Carbide	
Bearing		
Upper Side	Single Deep Groove Ball Bearing (Creep Prevention Type)	
Lower Side	Duplex Ball Bearing	
Motor Protection	Built-in Micro Thermal Protector Leakage Detector (Float Type)	
Accessory	Submersible Cable Type STOW 50ft(15m)	Longer Cable

SPECIFICATIONS

• OPERATING CONDITION

Temperature	32-104 °F (0-40°C)
pH	6 - 9
Electric Conductivity	100mS/m or less
DO (Dissolved Oxygen)	1 – 4 mg O ₂ /ℓ
Chlorine Iron	1,000 mg/ℓ or less
SS	3,000 mg/ℓ or less
BOD, COD	1,000 mg/ℓ or less
Viscosity	5cP or less
Liquid Specific Gravity	1.05 or less
Sludge Concentration	1% or less

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

SPECIFICATIONS

A. General

CNWX series is the submersible sewage pumps, which has the ideal combination of high pass-through capacity and high efficiency. This series has employed ShinMaywa revolutionary new non-clog scroll impeller and special housing. It improves solids handling with high pump efficiency, and which virtually eliminates clogging problems in comparatively low-flow applications. CNWX series provides superb performance while reducing energy and maintenance costs.

Pump system design shall include a guide rail system be such that the pump will be automatically connected to the discharge piping when lowered into place on the discharge connection. The pump shall be easily removable for inspection or service, requiring no bolts, nuts, or other fasteners to be disconnected, or the need for personnel to enter the wet well. The nameplate ratings of the motor shall be based on 104 °F (40°C) ambient environment and depth of 65feet (20m). The motor and pump shall be designed, manufactured, and assembled by same manufacturer.

B. Manufacturer

ShinMaywa Industries, Ltd.

C. Pump Characteristics

Pumps shall conform to the following requirements:

Number of units

Design flow (GPM)

Design TDH (ft)

Minimum shut off head (ft)

RPM 1800

Maximum HP

Minimum efficiency at design (%)

Minimum power factor at design (%)

Voltage / Hz / Phase 208/230V, 460V / 60Hz / 3

D. Pump Construction

Major parts of the pumping unit(s) including pump housing and impeller shall be manufactured from gray cast iron, ASTM A48-Class 35. Major parts of the submersible motor unit(s) include motor frame and oil casing shall be manufactured from gray cast iron, ASTM A48-Class 30. Casting shall have smooth surfaces devoid of blowholes or other casting irregularities. Units shall be furnished 150lb.flat face ANSI flange. All exposed bolts and nuts shall be 304 stainless steel. All mating surface of major components shall be machined and fitting with NBR O-rings where watertight sealing required. Machining and fitting shall be such that sealing is accomplished by automatic compression of O-rings in two planes and O-ring contact is made on four surfaces without the requirement of specific torque limits. All metal surfaces coming into contact with the water, other than stainless steel or brass, shall be coated by Epoxy paint.

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

SPECIFICATIONS

1. Impeller

ShinMaywa revolutionary new impeller “Single Vane Non-clog Scroll Impeller” has scroll formed passage at its suction area and smoothly connected to single vane non-clog passage. This impeller(s) has high pass-through capability with high-hydraulic efficiency. This feature eliminates clogging, plugging and entangling of fibrous obstacles with hydraulic efficiency; thus, reducing maintenance cost and operating cost. The impeller(s) can also pass-through 2.5inch (3CNWX41.5T※E 15-2, 3CNWX42.2T※E 22-1) / 3inch (3CNWX41.5T※E 15-4, 3CNWX42.2T※E 22-4, 3CNWX43.7T※E 37-4, 4CNWX41.5T※E 15-4, 4CNWX42.2T※E 22-4, 4CNWX43.7T※E 37-4, 4CNWX45.5T※E 55-2, 4CNWX47.5T※E 75-2) / 4inch (4CNWX43.7T※E 37-6, 4CNWX45.5T※E 55-4, 4CNWX47.5T※E 75-4, 6CNWX47.5T※E 75-4) spherical solid, qualifying it as a “true” non-clog by definitions.

2. Wear Ring

The design shall include a replaceable casing wear ring at the pump suction to maintain working clearance and hydraulic efficiency.

3. Mechanical Seal

Mechanical Seal shall be designed to Double Mechanical seal—Tandem Arrangement consisting of two totally independent seal assemblies. Each seal interface shall be held in contacted by its own spring system and also the position of both mechanical seals shall be depended on the shaft. Lower side seal faces and Upper side seal faces (All seal faces) material shall be silicon carbide.

The mechanical seal's NBR elastomer shall be designed for submersible pumps to increase sealing quality. These feature makes high reliable than popular design tandem mechanical seal.

E. Motor construction

The pump motor shall be an air filled induction type with a squirrel cage rotor, shell type design. Stator windings shall be copper, insulated with moisture resistance Class F insulation, rated for 311 °F (155°C).

The stator shall be dipped and baked in Class F varnish and heat shrink fitted into the stator housing. Rotor bars and short circuit rings shall be manufactured of cast aluminum. Motor Shaft shall be made from JIS420 J₂. The pump shaft shall rotated on two bearing. Motor bearings shall be permanently grease lubricated. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be two ball bearings, designed for a long life (at least 100,000 hours (L10 at B.E.P. calculated). Motor service factor shall be 1.15. Motor capable 20 starts per hour. The motor shall be designed for operation up to 104 °F (40°C) ambient and with a temperature rise not to exceed 70 degree. The motor shall have a voltage tolerance of plus or minus 10%. The motor shall be non-overloading the entire specified range of operation. Motor over temperature protection shall be provided by miniature thermal protectors embedded on each winding. Float type leakage detector is provided for mechanical seal failure protection located in seal failure chamber.

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)**SPECIFICATIONS**

F. Cable

Power cable jacket shall be made of an oil resistant PVC material, designed for submerged applications. Standard power cable length is 50ft (15m). Cable entry of submersible motor shall prevent incursion of the pumpage into the motor due to the phenomena known as "WICKING", a portion of each conductor is stripped back exposing the copper conductor. The cable is placed in a mold and is molded into one piece. The mold rubber seals the end of the power cable and flows in between each strand of conductor. This feature prevents "WICKING", through the fiber reinforcement found in standard submersible cable, and through the strands of the conductor itself.

G. Guide rail system

Design shall include two 304 stainless steel guide rails to mount directly to the Connection Elbow, at the floor of the wetwell and to a guide rail bracket at the top of the wetwell below the hatch opening. Intermediate guide brackets are recommended for rail lengths over 15 feet.

Guide rails are not part of the pump package and shall be supplied by others.

The Connection Elbow shall be manufactured of cast iron, ASTM A48 Class 30. It shall be designed to adequately support the guide rails, discharge piping, and pumping unit under both static and dynamic loading conditions with support legs that are suitable for anchoring it to the wetwell floor. The face of the inlet Connection Elbow flange shall be perpendicular to the floor of the wetwell. The discharge flange of the Connection Elbow shall conform to ANSI B16.1 Class 125.

The pump design shall include an integral self-aligning slide bracket. Sealing of the pumping unit to the Connection Elbow shall be accomplished by single, linear, downward motion of the pump. The entire weight of the pump unit shall be guided to and wedged tightly against the inlet flange of the Connection Elbow, making metal-to-metal contact with the pump discharge forming a seal without the using bolts, gaskets or O-rings. Lifting chain shall be galvanized (stainless steel) suitable for removing and installing the pump unit.

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)**DRAWING LIST (Performance Curve)**

Discharge	Solid Size	Model		HP	208V	230V, 460V
		Motor	Impeller			
3"	2.5" (65mm)	3CNWX41.5T*E	15-2	2	Y35267	Y35281
		3CNWX42.2T*E	22-2	3	Y35268	Y35282
	3" (80mm)	3CNWX41.5T*E	15-4	2	Y35269	Y35283
		3CNWX42.2T*E	22-4	3	Y35270	Y35284
		3CNWX43.7T*E	37-4	5	Y35271	Y35285
4"	3" (80mm)	4CNWX41.5T*E	15-4	2	Y35272	Y35286
		4CNWX42.2T*E	22-4	3	Y35273	Y35287
		4CNWX43.7T*E	37-4	5	Y35274	Y35288
		4CNWX45.5T*E	55-2	7.5	Y35275	Y35289
		4CNWX47.5T*E	75-2	10	Y35276	Y35290
	4" (100 mm)	4CNWX43.7T*E	37-6	5	Y35277	Y35291
		4CNWX45.5T*E	55-4	7.5	Y35278	Y35292
		4CNWX47.5T*E	75-4	10	Y35279	Y35293
6"	4" (100mm)	6CNWX47.5T*E	75-4	10	Y35280	Y35294

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

Mechanical Seal

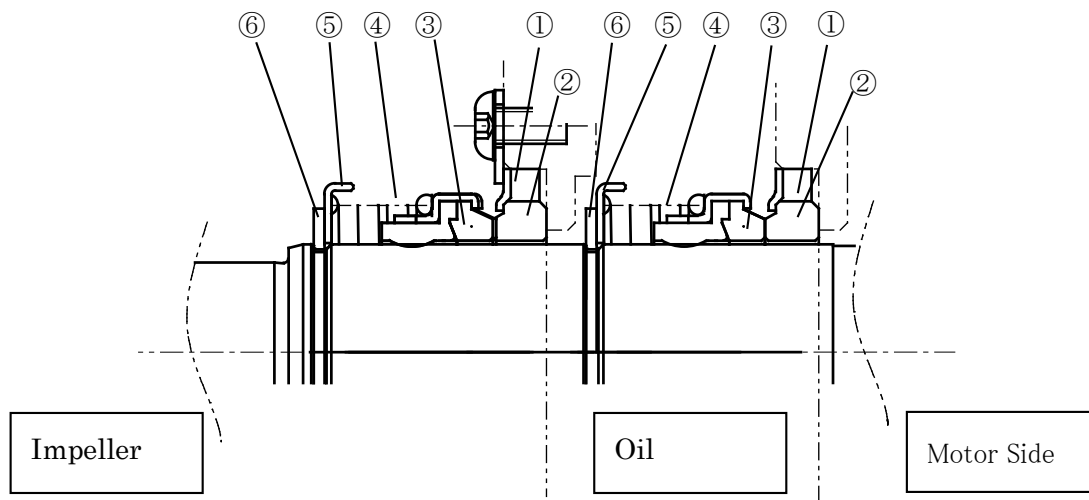
Mechanical seal is the most critical part of submersible pumps.

ShinMaywa provides the most reliable mechanical seal available for submersible pumps.

ShinMaywa provides hard seal face materials for all “CNWX” series submersible pumps.

Each seal interface are held in contacted by its own spring system and also the position of both mechanical seals shall be depended on the shaft.

The double mechanical seal in oil chamber provides long life and friction-free sealing of the motor shaft.



No.	PART NAME	MATERIALS
1	CUP GASKET	NBR
2	MATING RING	SiC
3	SEAL RING	SiC
4	COIL SPRING	AISI 304 Stainless Steel
5	SPRING HOLDER	AISI 304 Stainless Steel
6	RETAINING RING	AISI 304 Stainless Steel

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

Motor Data

1. The data listed below are the design values.

【208V】

		2HP (1.5kW)	3HP (2.2kW)	5HP (3.7kW)	7.5HP (5.5kW)	10HP (7.5kW)
Pole		4				
Full Load Current (A)		7.4	10.0	16.3	24.4	31.2
Efficiency (%)	1/2 Load	59.5	63.2	66.3	66.9	70.4
	3/4 Load	66.0	68.5	71.1	72.0	74.9
	1/1 Load	67.0	69.7	72.2	73.3	75.9
Power Factor (%)	1/2 Load	76.9	79.3	78.2	85.4	83.5
	3/4 Load	82.6	85.5	84.5	88.0	87.1
	1/1 Load	85.0	88.1	87.3	88.3	87.9
Start Current (A)		26.5	51.4	96.6	121.7	175.3
Locked-Rotor-Torque (%)		268.7	246.2	297.1	200.9	221.1
Power Cable Size		AWG16	AWG14	AWG12	AWG8	AWG8
Power Cable Length		50ft (15m)				

【230V】

		2HP (1.5kW)	3HP (2.2kW)	5HP (3.7kW)	7.5HP (5.5kW)	10HP (7.5kW)
Pole		4				
Full Load Current (A)		7.0	9.6	15.7	22.0	30.0
Efficiency (%)	1/2 Load	58.9	59.7	64.6	66.8	70.5
	3/4 Load	65.1	66.1	70.5	72.3	75.5
	1/1 Load	67.5	69.0	72.8	74.7	77.3
Power Factor (%)	1/2 Load	71.3	71.6	69.3	81.0	79.0
	3/4 Load	78.6	79.9	78.2	86.0	84.4
	1/1 Load	82.5	84.4	83.0	87.9	86.6
Start Current (A)		30.1	58.0	108.6	137.5	197.6
Locked-Rotor-Torque (%)		337.8	313.0	372.2	255.7	283.0
Power Cable Size		AWG16	AWG14	AWG12	AWG8	AWG8
Power Cable Length		50ft (15m)				

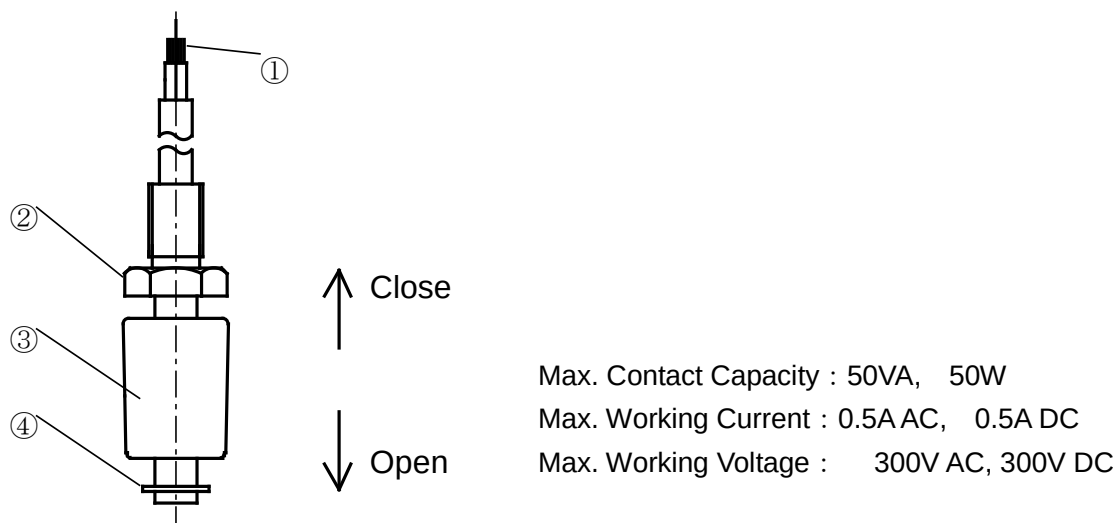
ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)**Protector****【Thermal Protector】**

The motor shall incorporate Miniature Thermal Protectors (MTP) as a standard, which are embedded in the winding.

Output	Protector Model	Type of Contact	Acting Temperature
2HP, 3HP, 5HP, 7.5HP, 10HP	KLIXON 17AM037E5-4	b (Normally Closed)	302° F (150°C)

【Leakage Detector】

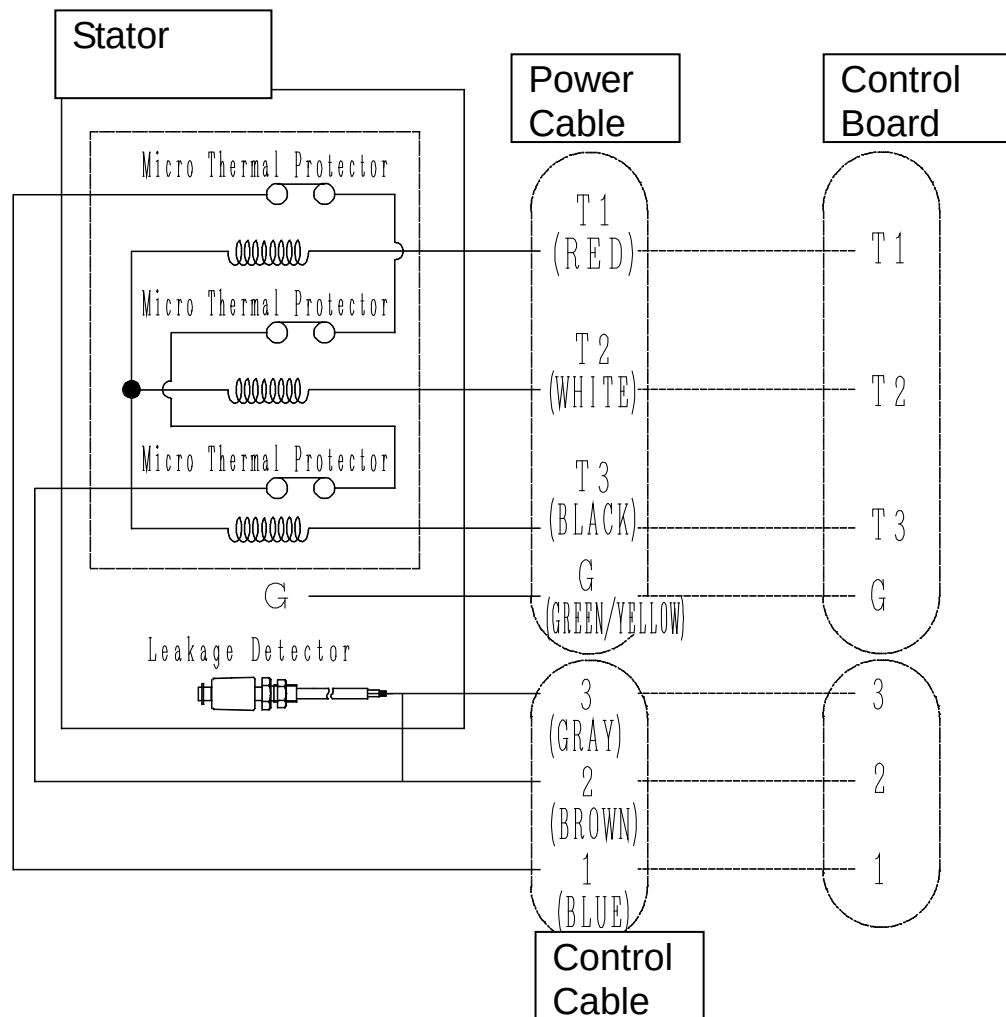
Float type leakage detector provided for mechanical seal failure protection.



No.	PART NAME	MATERIALS
1	LEAD WIRE	0.5mm ² FEP tubing
2	HOUSING	Brass (C3604BD,Nickel plating)
3	FLOAT	Foamed NBR + Phenolic Magnet : Ferrite
4	STOPPER	AISI 316 Stainless Steel

PROTECTOR MODEL	TYPE OF CONTACT
NOHKEN OLV-2B-T	a (Normally Open)

Wiring Diagram



ShinMaywa Submersible Pumps

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The Warranty Period shall not be suspended or tolled upon stopping operations for the warranty repairs, nor recommence upon completion of said repairs, but rather shall run continuously from commencement

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Lesser of:

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Hours of Operation:	0-4000	4001-7000	7001-10000
Warranty Repair Costs:	100%	50%	25%

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ShinMaywa (America) Ltd.

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-133
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-133.

SYNOPSIS: The attached Public Transportation Grant Agreement (PTGA) provides matching funds to an FAA grant for design services related to the rehabilitation of Runway 4/22 pavement, lighting, and stormwater at the Fernandina Beach Municipal Airport.

This agreement will provide up to \$10,000 in funding for the design and bid services Work Order (Passero Associates, LLC.) approved by the City Commission at its August 6, 2019 Regular Meeting. The total cost this Work Order is in the not-to-exceed amount of \$165,000. The Federal Aviation Administration will fund up to \$148,500 for this expense and FDOT will fund up to \$10,000, leaving the Airport to fund the remaining \$6,500.

This project is budgeted within the current Fiscal Year and has been included in the proposed FY 19/20 budget as the work will cross two fiscal years. This design work supports the rehabilitation of Runway 4/22 which is contained within the approved five-year Capital Improvement Plan for the Airport.

FISCAL IMPACT: The proposed expense for this project is included in the Airport Improvements account, 420 56300 in the FY 2018/2019 budget, and within the proposed FY 2019/2020 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-133.

Nicole Bednar, Administrative Services Manager	8/5/2019
Dale Martin, City Manager	8/8/2019
Pauline Testagrose, Comptroller	8/10/2019
Lorelei Jacobs, Grants Administrator	8/13/2019
Tammi E. Bach, City Attorney	8/13/2019

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

Date: July 24, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #44380919401 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR DESIGN AND BID SERVICES RELATED TO THE REHABILITATION OF RUNWAY 4/22 PAVEMENT, LIGHTING, AND STORMWATER AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) provided a public transportation grant agreement to authorize matching grant funds of up to \$10,000 for design and bid services related to the rehabilitation of Runway 4/22 pavement, lighting, and stormwater at the Fernandina Beach Municipal Airport; and

WHEREAS, this agreement will match grant funds from the Federal Aviation Administration for this project resulting in an Airport expense of up to \$6,500 for design and bid services under this project; and

WHEREAS, this project is consistent with the Airport's Five-Year Capital Improvement Plan, Fiscal Year 2018/2019 budget, and proposed Fiscal Year 2019/2020 budget.

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

SECTION 1. The City Commission hereby authorizes FDOT Public Transportation Grant Agreement #44380919401, attached hereto as Exhibit "A", for receipt of up to \$10,000 in matching grant funds from FDOT for design and bid services related to the rehabilitation of Runway 4/22 pavement, lighting, and stormwater at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 20th day of August, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

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Financial Project Number(s): (item-segment-phase-sequence) 443809-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FERNANDINA BEACH MUNICIPAL APT REHAB RW 4/22 PAVEMENT, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☒ **Match to Direct Federal Funding (Aviation or Transit)**
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Additional Exhibit(s):

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*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

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- a. The estimated total cost of the Project is \$165,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$10,000 and, the Department's participation in the Project shall not exceed 6.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

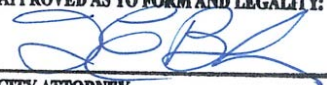
Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 06/19

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL APT REHAB RW 4/22 PAVEMENT

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate Runway 4/22 pavement. The Sponsor will comply with Aviation Program Assurances.

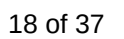
D. Deliverable(s): Rehabilitate Runway 4/22 as follows: Rehabilitate Southwest section of Runway 4/22 (4,300' x 100') pavement based on PCI analysis from FDOT Pavement Report dated 2015.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
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Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 06/19

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
443809-1-94-01	DDR	088719	2020	740100	N/A	N/A	\$10,000
443809-1-94-01	FAA	088719	2020	740100	N/A	N/A	\$150,000
443809-1-94-01	LF	088719	2020	740100	N/A	N/A	\$5,000
Total Financial Assistance							\$165,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$10,000	\$5,000	\$150,000	\$165,000	6.06	3.03	90.91
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$10,000	\$5,000	\$150,000	\$165,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Barbara Cloud

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Barbara Cloud (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 06/19

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: AVIATION GRANT PROGRAM

CSFA Number: 55.004

***Award Amount:** \$ 10,000

*The award amount may change with amendments.

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-134
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-134.

SYNOPSIS: The attached Supplemental Joint Participation Agreement to Public Transportation Grant Agreement (PTGA) #43803519419 provides remaining grant funds for a project to rehabilitate fuel farm components at the Fernandina Beach Municipal Airport. Under these two grant agreements, FDOT would provide 80% (or \$320,000) of a total project cost up to \$400,000 to rehabilitate the Airport's fuel farm components. The first phase of this funding was approved by the City Commission in August of 2018 under the PGTA attached to this agenda item. Furthermore, the City Commission approved Passero Associates, LLC. Work Order 19-88 in July, 2019 for design and bid services related to this project.

Under Exhibit "A" to the PGTA approved in August of 2018, FDOT offered grant funds for the construction, expansion, relocation, modification, improvement, or rehabilitation of a fuel farm at the Airport. Staff initially reviewed the potential for constructing a new AVGAS self-service station adjacent to the transient aircraft parking apron; however, staff now recommends replacement of AVGAS and JET-A fuel tanks (and associated infrastructure) on the existing fuel farm facility infrastructure as this scope will meet the project budget while replacing fuel tanks that are approaching the end of useful life.

The design phase of this project is budgeted within the current FY and the construction phase is included under the proposed FY 2019/2020 Airport budget. This project is included within the approved five-year Airport capital improvement program.

During the June 13, 2019 Airport Advisory Commission (AAC) meeting, the AAC unanimously recommended approval of the Passero Associates design work order for this project, which included a proposal to design the project scope as described above.

FISCAL IMPACT: The proposed expense for this project is included in the Airport Improvements Account # 420 56300 in the FY 2018/2019 budget, and within the proposed FY 2019/2020 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-134.

Nicole Bednar, Administrative Services Manager	8/5/2019
Dale Martin, City Manager	8/8/2019
Pauline Testagrose, Comptroller	8/10/2019
Lorelei Jacobs, Grants Administrator	8/13/2019
Tammi E. Bach, City Attorney	8/13/2019

Date: July 29, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT #43803519420 TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #43803519419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF FUEL FARM COMPONENTS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a public transportation grant agreement, approved by the City Commission in August of 2018, to authorize funds to rehabilitate the fuel farm at the Fernandina Beach Municipal Airport; and

WHEREAS, the proposed Supplemental Joint Participation Agreement, Exhibit "A", provides remaining grant funding to support 80% of total project cost up to \$400,000 for a project to rehabilitate the Airport's fuel farm system; and

WHEREAS, this project is consistent with the Airport's Five-Year Capital Improvement Plan, is budgeted within the current Fiscal Year, and included within the proposed budget for Fiscal Year 2019/2020; and

WHEREAS, the scope of this project was reviewed by the Airport Advisory Commission (AAC) during the June 13, 2019 meeting and the AAC provided unanimous recommendation to approve the design work order from Passero Associates, which contained a scope for design under 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 authorizes FDOT Supplemental Joint Participation Agreement #43803519420 to Public Transportation Grant Agreement #43803519419, attached hereto as Exhibit "A", for receipt of 80% grant funding under a total project cost of up to \$400,000, with a 20% match from the Airport fund resulting in a maximum of \$320,000 funding support from FDOT for the rehabilitation of the fuel farm system components at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 20th day of August, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number: 1 _____

Page 1 of 5

Financial Project No(s): <u>43803519420</u>	Fund: <u>DDR</u>	FLAIR Category: <u>088719</u>
_____	Function: <u>215</u>	Object Code: <u>751000</u>
(item-segment-phase-sequence)	Federal No.: _____	Org. Code: <u>55022020228</u>
Contract No.: <u>G0Z26</u>	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000317019</u>
Catalog of Federal Domestic Assistance Number: _____	Catalog of State Financial Assistance Number: <u>55.004</u>	
CFDA Title: _____	CSFA Title: <u>Aviation Grant Program</u>	

THIS AGREEMENT, made and entered into on _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department,

and City of Fernandina Beach, 700 Airport Road, Fernandina Beach, FL 32034

hereinafter referred to as Agency.

W I T N E S S E T H :

WHEREAS, the Department and the Agency heretofore on 8/24/2018, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$320,000.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.0 Project Description: The project description is amended

This project is amended to add funds to fully fund the construction of the fuel farm at the new terminal/welcome center building at Fernandina Beach Municipal Airport. This Agreement shall commence upon full execution by both Parties and continue through December 31, 2021.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
12/18

Page 2 of 5

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased / ☐ decreased by \$343,750.00

bringing the revised total cost of the project to \$400,000.00.

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$275,000.00

bringing the Department's revised total cost of the project to \$320,000.00.

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement 12/31/2021.

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s): 43803519420

Contract No. G0Z26

Agreement Date: _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated August 24, 2018 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Fernandina Beach
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

James M. Knight, PE

DEPARTMENT OF TRANSPORTATION

TITLE

Urban Planning & Modal Administrator
TITLE

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

Financial Project No(s): 43803519420

Contract No. G0Z26

Agreement Date: _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Fernandina Beach, 700 Airport Road, Fernandina Beach, FL 32034 dated August 24, 2018.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

This project is amended to add funds to fully fund the construction of the new fuel farm at the new terminal building/welcome center at Fernandina Beach Municipal Airport. This agreement shall commence upon full execution by both Parties and continue through December 31, 2021.

I.	<u>Project Cost:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
		\$56,250.00	\$400,000.00	\$343,750.00
	Total Project Cost	\$56,250.00	\$400,000.00	\$343,750.00
II.	<u>Fund Participation:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
	Department:	\$45,000.00	\$320,000.00	\$275,000.00
	Agency:	\$11,250.00	\$80,000.00	\$68,750.00
	Total Project Cost	\$56,250.00	\$400,000.00	\$343,750.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY2019	\$45,000.00	FY2020	\$275,000.00
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Special Considerations

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Resolution 2018-106
Exhibit "A"

725-030-06
PUBLIC
OGC - 6/2016
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Financial Project Number(s): <u>438035-1-94-19</u> (item-segment-phase-sequence)	Fund: <u>DDR,DPTO</u> Function: <u>215</u> Federal Number: <u>314965</u> DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000317019</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract Number: <u>G03.26</u> CFDA Number: _____ CFDA Title: _____		

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this 24th day of AUGUST, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and City of Fernandina Beach, 700 Airport Road Fernandina Beach, FL 32034 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before 12/31/2021 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.007 (Aviation), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in

the design and construction of a fuel farm at the new terminal/welcome center building at Fernandina Beach Municipal Airport.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A,B,C & D are attached and incorporated into this Agreement.

Urban Transportation Development
RECEIVED
AUG 15 2018
Urban Planning & Development
Modal Development

2.00 Accomplishment of the Project:

2.10 General Requirements. The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency. The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

3.00 Total Project Cost. The total estimated cost of the Project is 56,250.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of 45,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of 11,250.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, ☐ is ☒ is not a recipient of a federal award, as detailed in Exhibit "B."

4.20 Project Cost Eligibility. Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

4.30 Front End Funding. Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by

execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.20 Payment Provisions. Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project. The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers. Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. Federal Funded

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit

Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

2. State Funded

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal

direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements,

the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance. Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency. In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, 32204-2730, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 Deliverables. The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Travel Expenses. Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

7.15 Property Acquisition. For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations. Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to

this Agreement;

- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally. If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

9.00 Audit and Inspection. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act .

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity. In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests. The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.
- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations. Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties. The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission. By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

12.70 Use and Maintenance of Project Facilities and Equipment. The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records. The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications. In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification. The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 Contingency of Payment. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

15.20 Multi-Year Commitment. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before 12/31/2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

16.10 Final Invoice. The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

21.00 Restrictions, Prohibits, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which

any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Fernandina Beach

AGENCY NAME

Dale L. Martin

SIGNATORY (PRINTED OR TYPED)

Dale L. Martin

SIGNATURE

City Manager

TITLE

DEPARTMENT

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

TITLE

Melvin H. Blackwell 8-20-18

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of
Funding Approval by Comptroller

APPROVED AS TO FORM AND LEGALITY:

SEB

CITY ATTORNEY

ATTEST:

By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

Financial Project No. 438035-1-94-19

Contract No. 610226

Agreement Date August 24, 2018

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Fernandina Beach
700 Airport Road Fernandina Beach, FL 32034
referenced by the above Financial Project Number.

PROJECT LOCATION:

Fernandina Beach Municipal Airport

PROJECT DESCRIPTION:

Fuel Farm at the new Terminal/Welcome Center Building; (Construct/Expand/Relocate/Modify/Improve/Rehabilitate): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project. The Sponsor will comply with Aviation Program Assurances.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. **Percentage Completed.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. **Completed Tasks.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 438035-1-94-19

Contract No. 610724

Agreement Date August 24, 2018

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Fernandina Beach

700 Airport Road Fernandina Beach, FL 32034

referenced by the above Financial Project Number.

I. PROJECT COST: \$56,250.00

TOTAL PROJECT COST: \$56,250.00

II. PARTICIPATION:

Maximum Federal Participation

FAA (0 %) or \$ 0.00

Agency Participation

In-Kind (%) or \$
Cash (20 %) or \$ 11,250.00
Other (%) or \$

Maximum Department Participation,

Primary

DDR,DPTO (80 %) or \$ 45,000.00

Federal Reimbursable (%) or \$

Local Reimbursable (%) or \$

TOTAL PROJECT COST: \$56,250.00

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Financial Project No. 438035-1-94-19

Contract No.

670226

Agreement Date

August 24, 2018

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and City of Fernandina Beach
700 Airport Road Fernandina Beach, FL 32034

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

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c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable

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consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the

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price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

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16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

- ☐ For all planning projects or other aviation studies, the Agency assures that it will:
 - a. Execute the project per the approved project narrative or with approved modifications.
 - b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
 - c. Make such material available for public review, unless exempt from public disclosure.

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- (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
- (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
- (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
 - (4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.
 - (5) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

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(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. Construction Projects: The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

- (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
- (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects: The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 438035-1-94-19

Contract No. 610 Z 26

Agreement Date August 24, 2018

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: AVIATION GRANT PROGRAM
CSFA Number: 55.004
***Award Amount:** \$45,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION 2018-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A JOINT PARTICIPATION AGREEMENT (JPA) #43803519419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF A FUEL FARM FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a joint participation agreement to authorize the first phase of programmed funds to design and construct a new fuel farm facility at the Fernandina Beach Municipal Airport; and

WHEREAS, projected funding support from FDOT related to this project is expected to total \$400,000, with a twenty-percent match requirement, across two fiscal years; and

WHEREAS, this project is consistent with the Airport's Five-Year Capital Improvement Plan and proposed budget for Fiscal Year 2018/2019.

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

SECTION 1. The City Commission hereby authorizes FDOT Joint Participation Agreement #43803519419, attached hereto as Exhibit "A", in the amount of \$56,250 for the Design and Construction of a New Fuel Farm Facility Project at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner - Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Urban Transportation Development
RECEIVED

AUG 15 2018

Urban Planning & Development
Modal Development

To: barbara.cloud@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G0Z26

8/15/2018

CONTRACT INFORMATION

Contract:	G0Z26
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF FERNANDINA BEACH
Vendor ID:	F596000317019
Beginning Date of This Agreement:	08/15/2018
Ending Date of This Agreement:	12/31/2021
Contract Total/Budgetary Ceiling:	ct = \$45,000.00
Description:	Fuel Farm at Fernandina Beach Municipal Airport

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/15/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55022020228
Expansion Option:	A5
Object Code:	751000
Amount:	\$45,000.00
Financial Project:	43803519419
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55100100
Category/Category Year:	088719/19
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$45,000.00

RESOLUTION 2019-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 19-88 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND BID SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT FOR IMPROVEMENTS OF THE AIRPORT'S FUEL FARM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has received a grant for design and bidding of improvements to the airport's fuel farm system in the maximum amount of \$56,250 (with a 20% match requirement) and anticipates a subsequent grant in the next fiscal year for the construction phase of a project to provide improvements to the Airport's fuel farm system; and

WHEREAS, the existing fuel tanks that store JET and AVGAS fuel have reached the end of their useful life and require replacement; and

WHEREAS, Passero Associates, LLC has proposed Work Order 19-88 (Exhibit "A") with a not-to-exceed amount of \$40,000 to provide design and bid services for improvements to the airport's fuel system.

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

SECTION 1. The City Commission hereby approves Work Order 19-88 with Passero Associates, LLC, attached hereto as Exhibit "A", in the not-to-exceed amount of \$40,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 19-88, upon review and approval of the City Attorney.

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

ADOPTED this 2nd 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

City of Fernandina Beach



Fernandina Beach Municipal Airport (FHB)

Above Ground Aviation Fuel Farm Improvements Engineering Design & Bid Phase Services

By
Passero Associates, LLC
(Passero Project No. 99000047.0088)

Work Order 19-88

Work Order 19-88
Above Ground Aviation Fuel Farm Improvements
Engineering Design & Bid Phase Services
at Fernandina Beach Municipal Airport (FHB), Florida

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

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

Project Description: Removal of existing 12,000-gallon Jet A fuel tank and 12,000-gallon AVGAS (100LL) fuel tank including pumps and piping. Replace with (2) new 12,000-gallon Jet A fuel tanks and (1) new AVGAS (100LL) fuel tank, at a size to be determined, with new pumps and piping at existing fuel farm location. Existing QT POD credit reader to be reused for new AVGAS fuel tank at Fernandina Beach Municipal Airport (FHB).

Scope of Basic Services: Engineering Design & Bid Phase Services. (See Attachment A: Scope of Services)

Scope of Special Services: None.

Client Manager / Project Coordinator: Nathan Coyle, ACE, Airport Manager

PA Program Manager: Andrew Holesko, CM, Vice President.

PA Project Manager: Bradley Wente, P.E.

Basic Services Compensation and Method of Payment: Design & Bid Not-to-Exceed: \$ 40,000.00

Special Services Compensation and Method of Payment: Not-to-Exceed: \$0.00

Total Project Cost: Not-to-Exceed: \$ 40,000.00

Schedules and Meetings: 1. See attachment for schedules.
2. One design review meeting, mandatory pre-bid meeting and bid open.

Deliverables: 1. Contract Documents, Plans and Specifications.
2. Bid Documents.
3. Bid Tabulation and Recommendation of Award, if applicable.

"Consultant"
Passero Associates, LLC

BY: 

Andrew Holesko, Vice President
Typed Name and Title

ATTEST:
BY: _____

Name, Title

Date

"Client"
City of Fernandina Beach

BY: 

Dale L. Martin, City Manager
Typed Name and Title

ATTEST: 
BY: _____

Caroline Best, City Clerk
Name, Title

7/12/19
Date



ATTACHMENT "A"

SCOPE OF SERVICES

Project Title: Above Ground Aviation Fuel Farm Improvements
Airport Name: Fernandina Beach Municipal Airport
Services Provided: Engineering Design & Bid Phase Services
PA Project No: 99000047.0088

PROJECT DESCRIPTION:

Providing engineering design and bid-phase services to upgrade an existing Two-Tank Above Ground Aviation Fuel Farm System to accommodate a third tank at the Fernandina Beach Municipal Airport (FHB). Work associated with this improvement includes: Removal of existing 12,000-gallon Jet A fuel tank and 12,000-gallon AVGAS (100LL) fuel tank including pumps and piping. Both existing 12,000-gallon fuel tanks including pumps and piping to be salvaged. Replace with (2) new 12,000-gallon Jet A fuel tanks and (1) new AVGAS (100LL) fuel tank, at a size to be determined, with new pumps and piping. Upgrade existing electric system to meet current codes including reuse of existing QT POD credit reader to be for AVGAS (100LL). See attached existing Fuel Farm Google Earth Aerial.

Professional services to be provided by Passero Associates, LLC (Consultant) to the City of Fernandina Beach Municipal Airport, (Sponsor) shall include the following Basic Services.

PROJECT MANAGEMENT PHASE:

The CONSULTANT will keep the SPONSOR informed throughout the duration of this design contract related to budget, schedule and task completion. Additionally, maintain and update Funding Agency with specific details required to progress the project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. The construction budget for the Project is approximately \$300,000.00. The CONSULTANT shall evaluate the feasibility of this budget, based upon the CONSULTANT's experience as a design professional, and keep the SPONSOR apprised during each phase of the Project of the results of such evaluation. The CONSULTANT shall advise the SPONSOR as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.
2. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, and coordination of design team.
3. Schedule coordination: CONSULTANT shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by other review agencies.

4. The design schedule is anticipated to be as follows:

	Time from Contract Execution <u>Receipt of Notice to Proceed (NTP)</u>
Preliminary Design	45 days
Final Design	30 days
Bid Phase	30 days

PRELIMINARY DESIGN PHASE:

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, and Specifications. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR and FDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Conduct site inspections to Project-related existing physical features and facilities.
2. Establish geometrical layouts and place sufficient information on drawings to layout proposed project components.
4. Develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations.
5. Prepare preliminary Contract Drawings (approximately 50% complete) providing sufficient detail for review of design concepts by the SPONSOR and FDOT.
6. Develop general specifications.
7. Develop technical specifications expected to be required for the proposed work. Standard technical specifications shall be used whenever possible, with supplemental specifications developed by the CONSULTANT.
8. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
9. Submit sufficient copies of preliminary design documents to the SPONSOR and FDOT for their review and comment.
10. Schedule and conduct a preliminary design review meeting to discuss and resolve any SPONSOR comments.

FINAL DESIGN PHASE:

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the SPONSOR; and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost will also be prepared and submitted. A final Construction Phasing and Operations Plan will be provided if necessary. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize design and details for the proposed work, as needed.
2. Prepare final Contract Drawings and submit to SPONSOR.
3. Finalize General Provisions and Technical Specifications for all construction materials and installations.
4. Finalize construction phasing and operations plan and include in Specifications and on the Contract Drawings.
5. Prepare final opinion of probable construction costs.
6. Perform final internal quality control review on all design documents.
7. Submit final documents to the SPONSOR and FDOT for final review and comment.
8. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.

BID PHASE:

The Bid Phase is that timeframe between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive written questions from potential bidders regarding the Contract Documents and respond in addenda.
3. Schedule and conduct pre-bid conference and prepare meeting minutes of the pre-bid conference, if necessary.
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.
5. The Consultant will assist the City at the bid opening and review bids received for conformance with the Contract Documents. Consultant will review the Contractors personnel, equipment list, and the Contractor's qualifications. If the Contractor has no past working relationship with the Consultant, City, or FDOT, the Contractor's references will be checked.
6. Prepare final bid tabulation, recommendation/rejection of award letter to the SPONSOR, including a sample notice of award letter. Request concurrence of award from FDOT.

OTHER CONSIDERATIONS:

1. This Scope of Services does not include the following:
 - Topographic survey.
 - Geotechnical investigation.
 - Construction Administration / Resident Engineering / Construction-Observation Phases.
 - Permitting (All permitting shall be the responsibility of the Contractor).
 - Preparation of additional related Design, Construction Plans, and Specifications.

- Wetlands or endangered species impacts are not anticipated. As such, a survey of wetland and endangered species areas is not included.
- Other special services (such as environmental studies, permitting, traffic studies or other special studies, etc.) that may be desired or requested.
- Structural Design for Piles, concrete skids, retaining wall, and Grade Beam Foundation/Slab.
- Develop new or update Spill Prevention Control and Countermeasure Plan.
- Design of new containment area, concrete skids and oil/water separator.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement.

End of Attachment A: Scope of Services

Existing Fuel Farm

Fernandina Beach Municipal Airport

Remove (2EA) 12,000 Gallon Tanks

Replace Pump & Hose Reel

Reuse QT POD Credit Card Reader

Design Bid Documents:

Provide and Install

- 2EA 12,000 Gallon Jet A Tanks
- 1EA (100LL) AVGAS Tank

Google Earth

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-135
Approving the Qualifying Dates for the 2020 General Election

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-135

SYNOPSIS: The City of Fernandina Beach General Election will be Tuesday, November 3, 2020, the Runoff Election, if necessary, will be Tuesday, December 8, 2020.

In accordance with Code of Ordinances Section 34-2(a) which states in relevant part: the City Commission shall set the General Election Qualifying Dates each year by Resolution by June 1st preceding the November City General Election.

The proposed Qualifying Dates for the November 3, 2020, City General Election are July 13, 2020, through July 17, 2020. The Qualifying period is the window of time for candidates to file qualifying paperwork with the City Clerk.

FISCAL IMPACT: In accordance with City Code Section 34-1(c), the expense of holding the City General Election and the Runoff Election, if necessary, shall be paid for by the City. Funding will be allocated in the Fiscal Year 2020/2021 budget in the City Clerk Elections account, 0011200 54912.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-135.

Nicole Bednar, Administrative Services Manager 7/16/2019

Dale Martin, City Manager 8/8/2019

Tammi E. Bach, City Attorney 8/9/2019

Caroline Best

Date: July 15, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2019-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AND SETTING THE QUALIFYING DATES FOR THE NOVEMBER 3, 2020, CITY GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Code of Ordinances Section 34-2(a) provides that the City Commission shall set Qualifying Dates each year, by Resolution, by June 1 preceding the November City General Election; and

WHEREAS, every candidate for election as a member of the City Commission shall file a Notice of Candidacy with the City Clerk during the Qualifying period as set by Resolution each year by the City Commission; and

WHEREAS, for the purpose of programming the ballot for the 2020 General Election and mailing ballots to overseas and military voters, the Nassau County Supervisor of Elections Office has advised that names of qualified City Commission candidates and ballot language need to be received by the City Clerk no later than August 18, 2020; and

WHEREAS, based upon the deadline for ballot language set by the Nassau County Supervisor of Elections Office, the City Clerk recommends the Qualifying Dates for City Commission candidates for the November 3, 2020, City General Election be July 13, 2020, through July 17, 2020.

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

SECTION 1. The City Commission hereby sets the Qualifying Dates for the November 3, 2020, City General Election to begin on July 13, 2020, through July 17, 2020.

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

ADOPTED this 20th day of August, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the City Attorney's name.

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-136
Code Enforcement Fine Reduction and Release of Lien - Mark O'Brien

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-136

SYNOPSIS: Mr. Mark O'Brien owns property located at 400 South 8th Street and 421 South 9th Street where code violations such as unmaintained signage at a business, lack of maintenance of property and maintenance of vegetation were ongoing for years.

The Code Enforcement and Appeals Board (CEAB) found Mr. O'Brien's properties in violation of the Code of Ordinances and the Land Development Code and ordered fines and administrative fees to attach to Mr. O'Brien's properties as liens eventually totaling more than \$300,000. Mr. O'Brien brought all code violations into compliance and is requested a reduction of fines and fees from the CEAB in accordance with Section 162.09, Florida Statute.

The CEAB voted 5-2 to reduce the fines and fees to \$20,000 provided Mr. O'Brien pays, in full, within thirty days of the City Commission meeting. 162.09, Florida Statute, states in relevant part the CEAB may reduce the fines, but the release of lien(s) must be approved by the City Commission as the liens are in favor of (owned by) the City of Fernandina Beach.

At the request of the property owner's representative, this Resolution was tabled at the City Commission Regular Meeting on July 2, 2019.

FISCAL IMPACT: The payment amount of \$20,000 will be deposited into the General Fund Code Enforcement Fees & Fines account, 001 32900.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission not approve proposed Resolution 2019-136

Katie Newton, Legal Assistant	8/2/2019
Tammi E. Bach, City Attorney	8/2/2019
Nicole Bednar, Administrative Services Manager	8/5/2019
Dale Martin, City Manager	8/13/2019
Pauline Testagrose, Comptroller	8/13/2019

Date: July 03, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR MARK O'BRIEN CONTINGENT UPON FULL PAYMENT OF \$20,000 NO LATER THAN SEPTEMBER 20, 2019, FOR CODE ENFORCEMENT VIOLATIONS AT 400 SOUTH 8TH STREET AND 421 SOUTH 9TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mark O'Brien owns property located at 400 South 8th Street and 421 South 9th Street where code violations such as unmaintained signage at a business, lack of maintenance of property and maintenance of vegetation were ongoing for years; and

WHEREAS, the Code Enforcement and Appeals Board (CEAB) found Mr. O'Brien's properties in violation of the Code of Ordinances and the Land Development Code and ordered fines and administrative fees to attach to Mr. O'Brien's properties as liens eventually totaling over \$300,000; and

WHEREAS, Mr. O'Brien has brought all code violations into compliance and has requested a reduction of fines and fees from the CEAB in accordance with 162.09, Florida Statute; and

WHEREAS, the CEAB voted 5-2 to reduce the fines and fees to a total of \$20,000 if Mr. O'Brien paid the reduced amount in full within 30 days after the City Commission meeting; and

WHEREAS, Section 162.09, Florida Statute provides that the CEAB can reduce the fines, but the releases of liens must be approved by the City Commission since the liens are in favor of (owned by) the City of Fernandina Beach.

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

SECTION 1. The City Commission hereby authorizes full releases/satisfactions of liens be executed based upon the CEAB's order that fines and fees be reduced to a total of \$20,000 for violations now in compliance at 400 South 8th Street and 421 South 9th Street in the name of Mark R. O'Brien, specifically conditioned upon Mr. O'Brien paying the entire \$20,000 to the City on or before September 20, 2019.

SECTION 2. The Mayor is authorized to execute such releases/satisfactions of liens upon the City's receipt of full payment of the \$20,000 from Mark R. O'Brien, and the City Clerk is authorized to record such executed releases/satisfactions of liens in the public records of Nassau County, Florida.

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

ADOPTED this 20th day of August, 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

MIRIAM R. HILL, ESQ., PLLC

Phone: 321.202.0636

1890 South 14th Street Suite 202
Fernandina Beach, Florida 32034

miriam@miriamrhill.com

Miriam R. Hill, Attorney licensed in Florida and New York

May 8, 2019

To: City of Fernandina Beach Code Enforcement Board,
Tammi Bach, City Attorney, and
Michelle Forstrom, Code Enforcement Director

From: Miriam R. Hill, ESQ., attorney for Mark R. O'Brien, (the "Property Owner") owner of 400 S. 8th Street and 421 S. 9th Street Fernandina Beach, Florida 32034 (together, the "Property")

Re: Request for Reduction of Code Enforcement Fines for outstanding City of Fernandina Beach Code Enforcement cases against the Property, including case numbers 15-00058, 17-0007, and 17-00114

Members of the Board of Code Enforcement:

This letter serves as formal request for reduction of fines for the above-captioned code enforcement cases. The Property Owner acknowledges that violations have accrued prior to and during the pendency of the above cases and that such violations are the Property Owner's responsibility. As of _____, 2019 the Property Owner has resolved all outstanding violations to the satisfaction of the City Code Enforcement Director and the Code Enforcement Board, and the Code Enforcement Board has found the Property to be in Compliance. The Property Owner therefore requests the total fines, inclusive of administrative costs, be reduced to an amount not to exceed \$20,000, and payable by the Property Owner within 30 days of acceptance of this letter. If the above terms are satisfactory, please so indicate by signing below.

Kind regards,



Miriam R. Hill

Attorney for Property Owner

Board of Code Enforcement, City of
Fernandina Beach

Approved on _____, 2019 as to
form and legality:

Accepted by the Board of Code
Enforcement on _____, 2019:

Title: Chairman

Tammi Bach, City Attorney
City of Fernandina Beach



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: October 1, 2015
Case Number: 15-00058
IN THE MATTER OF: Respondent Name: Mark O'Brien
Respondent Address: 400 South 8th Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on October 1, 2015, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

- 1. The Respondent was properly served notice of these proceedings as required by law on September 14, 2015 and the Respondent was not present at the hearing.
- 2. The real property on which the continued violations are occurring at 400 South 8th Street, Fernandina Beach, FL and a brief legal description being **Block 134 Lots 1 2 3 & 7 IN OR 411/427 City of Fernandina Beach, FL 32034.**
- 3. The Respondent is the owner of record of the aforementioned real property.
- 4. The Respondent violated sections of the Fernandina Beach Code of Ordinances: Section 42-116 (b) Cleaning of lots; Maintenance of Structures; and Chapters 5.03.04 (c), Inspection of signs, (d) Unsafe signs and sign violating the Land Development Code (LDC), and (f) Maintenance of signs.

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

- 1. Based on the foregoing findings of fact, the Board voted to find the respondent in violation of Violation(s) of the City of Fernandina Beach Code of Ordinances: Section 42-116 (b) Cleaning of lots; Maintenance of Structures; and Chapters 5.03.04 (c), Inspection of signs, (d) Unsafe signs and sign violating the Land Development Code (LDC), (f) Maintenance of signs; and to start assessing a fine of \$100.00 a day starting October 2, 2015 until the property is brought into compliance and to recover administrative fees incurred.
- 2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
- 3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered October 1, 2015 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: _____
Chair Adam Kaufman

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk
Date: May 16, 2017

*Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: May 4, 2017
Case Number: 17-0007

PARCEL ID#
00-00-31-1800-0134-0010

IN THE MATTER OF: Respondent Name: Mark O'Brien, Taylor Rental Center
Respondent Address: 400 S. 8th Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on May 3, 2017, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty.

SECTION 1 - FINDINGS OF FACT

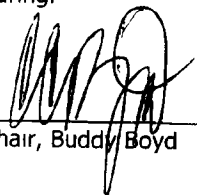
1. The Respondent was properly served notice of these proceedings as required by law on March 13, 2017 and the Respondent was not present at the hearing
2. The real property on which the violations occurred at 400 S. 8th Street, Fernandina Beach, FL and a brief legal description being **Block 134 LOTS 1 2 3 & 7 IN OR 411/427, City of Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances Section 42-116 (a & b), Cleaning of lots, Maintenance of Structures, of the City of Fernandina Beach Land Development Code.

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

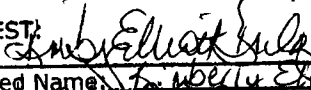
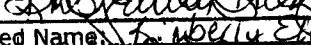
1. Based on the foregoing findings of fact, the Board voted to find the property in violation of 42-116 (a), cleaning of lots and 42-116 (b) maintenance of structures Fees to be assessed at \$250.00 per day per violation beginning May 4, 2017 continuing until such time as it is brought into compliance; and that the respondent pay the administrative fees incurred.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered May 3, 2017 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: 
Chair, Buddy Boyd

A Certified True Copy

ATTEST: 
By: 
Printed Name: Deputy City Clerk
Title: Deputy City Clerk
Date: 5/25/17

*Florida Statute 162.11 Appeals -- An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: January 5, 2018
Case Number: 17-00114

IN THE MATTER OF: Respondent Name: Mark R. O'Brien
Respondent Address: 421 S. 9th Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on January 4, 2018, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

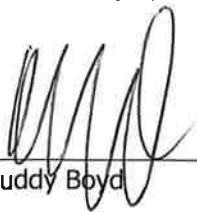
1. The Respondent was properly served notice of these proceedings as required by law on November 2, 2017 and the Respondent was not present at the hearing.
2. The real property on which the violations occurred at 421 S. 9th Street, Fernandina Beach, FL and a brief legal description being **BLOCK 134 N1/2 OF LOT 6 IN OR 1718/37 CITY OF FDNA BEACH, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances: **Section 42-116 (A), Cleaning of lots; maintenance of structures.**

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to find the respondent in violation of Section 42-116 (A), Cleaning of lots; maintenance of structures; if not brought into compliance by January 15, then assess fines of \$100.00 per day until brought into compliance and collect administrative fees.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered January 4, 2018 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: 
Chair, Buddy Boyd

*Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

**ADMINISTRATIVE FEES INCURRED FROM
400 SOUTH 8TH STREET
AS OF 10/02/18
CODE CASE #15-00064**

<u>STAFF PERSONNEL</u>	<u># OF UNITS OR HOURS</u>	<u>RATE PER HOUR</u>	<u>TOTAL</u>
Michelle Forstrom, Code Compliance Officer	4	\$18.69	\$74.76
Michelle Forstrom, Code Enforcement Manager	4	\$21.17	\$84.68
Michelle Forstrom, Code Enforcement Manager	3	\$23.13	\$69.39
Michelle Forstrom, Code Enforcement Director	2.1	\$25.44	\$53.42
Cathy Sabattini, Board Secretary & Staff Assistant	2.2	\$15.25	\$33.55
Katie Newton, Board Secretary/Legal Assistant	5.5	\$21.63	\$118.97
Katie Newton, Board Secretary/Legal Assistant	2.5	\$23.40	\$58.50
Record Findings of Facts with the Clerk of Circuit Court of Nassau County	1	\$10.00	\$10.00
Certified letters mailed	1	\$6.48	\$6.48
First Class letters mailed	2	\$0.48	\$0.96
TOTAL			\$510.71

**FINES AND FEES INCURRED FROM
400 SOUTH 8TH STREET
AS OF 02/07/19
CODE CASE #15-00058**

<u>DATES</u>	<u># OF DAYS</u>	<u>FINE PER DAY</u>	<u>TOTAL</u>
OCTOBER 2 THROUGH 31, 2015	29	\$100.00	\$2,900.00
NOVEMBER 2015	30	\$100.00	\$3,000.00
DECEMBER 2015	31	\$100.00	\$3,100.00
JANUARY 2016	31	\$100.00	\$3,100.00
FEBRUARY 2016	29	\$100.00	\$2,900.00
MARCH 2016	31	\$100.00	\$3,100.00
APRIL 2016	30	\$100.00	\$3,000.00
MAY 2016	31	\$100.00	\$3,100.00
JUNE 2016	30	\$100.00	\$3,000.00
JULY 2016	31	\$100.00	\$3,100.00
AUGUST 2016	31	\$100.00	\$3,100.00
SEPTEMBER 2016	30	\$100.00	\$3,000.00
OCTOBER 2016	31	\$100.00	\$3,100.00
NOVEMBER 2016	30	\$100.00	\$3,000.00
DECEMBER 2016	31	\$100.00	\$3,100.00
JANUARY 2017	31	\$100.00	\$3,100.00
FEBRUARY 2017	28	\$100.00	\$2,800.00
MARCH 2017	31	\$100.00	\$3,100.00
APRIL 2017	30	\$100.00	\$3,000.00
MAY 2017	31	\$100.00	\$3,100.00
JUNE 2017	30	\$100.00	\$3,000.00
JULY 2017	31	\$100.00	\$3,100.00
AUGUST 2017	31	\$100.00	\$3,100.00
SEPTEMBER 2017	30	\$100.00	\$3,000.00
OCTOBER 2017	31	\$100.00	\$3,100.00

**FINES AND FEES INCURRED FROM
400 SOUTH 8TH STREET
AS OF 02/07/19
CODE CASE #15-00058**

NOVEMBER 2017	30	\$100.00	\$3,000.00
DECEMBER 2017	31	\$100.00	\$3,100.00
JANUARY 2018	31	\$100.00	\$3,100.00
FEBRUARY 2018	28	\$100.00	\$2,800.00
MARCH 2018	31	\$100.00	\$3,100.00
APRIL 2018	30	\$100.00	\$3,000.00
MAY 2018	31	\$100.00	\$3,100.00
JUNE 2018	30	\$100.00	\$3,000.00
JULY 2018	31	\$100.00	\$3,100.00
AUGUST 2018	31	\$100.00	\$3,100.00
SEPTEMBER 2018	30	\$100.00	\$3,000.00
OCTOBER 2018	31	\$100.00	\$3,100.00

TOTAL FINES	\$112,500.00
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TOTAL FEES	\$510.71
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GRAND TOTAL DUE AS OF FEBRUARY 7, 2019	\$113,010.71
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**ADMINISTRATIVE FEES INCURRED FROM
421 S. 9TH STREET
AS OF 02/07/19
CODE CASE #17-00114**

<u>STAFF PERSONNEL OR ITEMS</u>	<u># OF UNITS OR HOURS</u>	<u>PRICE OR RATE PER HOUR</u>	<u>TOTAL</u>
Michelle Forstrom, Code Enforcement Manager	2	\$23.13	\$46.26
Michelle Forstrom, Code Enforcement Director	1.5	\$25.44	\$38.16
George Wells, Code Compliance Officer	5.5	\$20.80	\$114.40
George Wells, Code Compliance Officer	3.2	\$21.63	\$69.22
Katie Newton, Board Secretary/Legal Assistant	3	\$21.63	\$64.89
Katie Newton, Board Secretary/Legal Assistant	2	\$23.40	\$46.80
Record Findings of Facts with the Clerk of Circuit Court of Nassau County	1	\$10.00	\$10.00
Certified letters mailed	1	\$6.48	\$6.48
First Class letters mailed	1	\$0.48	\$0.48

TOTAL ADMINISTRATIVE FEES DUE

\$396.69

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS
PROPERTY**

**FINES AND FEES INCURRED FROM
421 S. 9TH STREET
AS OF 02/07/19**

<u>DATES</u>	<u># OF DAYS</u>	<u>FINE PER DAY</u>	<u>TOTAL</u>
JANUARY 15 - JANUARY 31, 2018	17	\$100.00	\$1,700.00
FEBRUARY 2018	28	\$100.00	\$2,800.00
MARCH 2018	31	\$100.00	\$3,100.00
APRIL 2018	30	\$100.00	\$3,000.00
MAY 2018	31	\$100.00	\$3,100.00
JUNE 2018	30	\$100.00	\$3,000.00
JULY 2018	31	\$100.00	\$3,100.00
AUGUST 2018	31	\$100.00	\$3,100.00
SEPTEMBER 2018	30	\$100.00	\$3,000.00
OCTOBER 2018	31	\$100.00	\$3,100.00
NOVEMBER 2018	30	\$100.00	\$3,000.00
DECEMBER 2018	31	\$100.00	\$3,100.00
JANUARY 1 - JANUARY 14, 2019	14	\$100.00	\$1,400.00
TOTAL FINES			\$36,500.00
TOTAL FEES			\$396.69
GRAND TOTAL DUE AS OF 02/07/19			\$36,896.69

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY ****

**ADMINISTRATIVE FEES INCURRED FROM
400 SOUTH 8TH STREET
AS OF 02/28/19**

CODE CASE #17-00007

<u>STAFF PERSONNEL</u>	<u># OF UNITS OR HOURS</u>	<u>RATE PER HOUR</u>	<u>TOTAL</u>
Michelle Forstrom, Code Enforcement Manager	6	\$21.17	\$127.02
Michelle Forstrom, Code Enforcement Manager	2.5	\$23.13	\$57.83
Michelle Forstrom, Code Enforcement Director	8	\$25.44	\$203.52
Angela Lester, Board Secretary/Administrator Coordinato	2	\$19.28	\$38.56
Katie Newton, Board Secretary/Legal Assistant	3	\$21.63	\$64.89
Katie Newton, Board Secretary/Legal Assistant	6	\$23.40	\$140.40
Tammi Bach, City Attorney	4.5	\$68.64	\$308.88
Record Findings of Facts with the Clerk of Circuit Court of Nassau County	1	\$10.00	\$10.00
Certified letters mailed	1	\$6.48	\$6.48
First Class letters mailed	2	\$0.48	\$0.96
TOTAL ADMINISTRATIVE FEES DUE			\$958.54

**FINES AND FEES INCURRED FROM
400 SOUTH 8TH STREET
AS OF 02/28/19
CODE CASE #17-00007**

<u>DATES</u>	<u># OF DAYS</u>	<u>FINE PER DAY</u>	<u>TOTAL</u>
MAY 3 THROUGH 31 2017	28	\$250.00	\$7,000.00
JUNE 2017	30	\$250.00	\$7,500.00
JULY 2017	31	\$250.00	\$7,750.00
AUGUST 2017	31	\$250.00	\$7,750.00
SEPTEMBER 2017	30	\$250.00	\$7,500.00
OCTOBER 2017	31	\$250.00	\$7,750.00
NOVEMBER 2017	30	\$250.00	\$7,500.00
DECEMBER 2017	31	\$250.00	\$7,750.00
JANUARY 2018	31	\$250.00	\$7,750.00
FEBRUARY 2018	28	\$250.00	\$7,000.00
MARCH 2018	31	\$250.00	\$7,750.00
APRIL 2018	30	\$250.00	\$7,500.00
MAY 2018	31	\$250.00	\$7,750.00
JUNE 2018	30	\$250.00	\$7,500.00
JULY 2018	31	\$250.00	\$7,750.00
AUGUST 2018	31	\$250.00	\$7,750.00
SEPTEMBER 2018	30	\$250.00	\$7,500.00
OCTOBER 2018	31	\$250.00	\$7,750.00
NOVEMBER 2018	30	\$250.00	\$7,500.00
DECEMBER 2018	31	\$250.00	\$7,750.00
JANUARY 2019	31	\$250.00	\$7,750.00
FEBRUARY 1 THROUGH FEBRUARY 28	28	\$250.00	\$7,000.00

TOTAL FINES **\$166,500.00**

TOTAL FEES **\$958.54**

GRAND TOTAL DUE AS OF FEBRUARY 7, 2019 **\$167,458.54**

1. Call to Order/ Roll Call/Determination of Quorum – The meeting was called to order at 5:30 pm.

Council Members Present

Chair Buddy Boyd
Marlene Chapman
Gail Shults
Cynthia Crow

Vice Chair Adam Kaufman
Henry Byrd
Nicole Kresse

Others Present

Tammi Bach, Board Attorney
Katie Newton, Recording Secretary

George Wells, Code Enforcement Officer
Michelle Forstrom, Code Enforcement Director

2. Approval of Minutes – According to the agenda support documents, the Minutes for the March 7, 2019, Regular Hearing were presented for approval. Member Crow made a correction as to who made a motion on one of the cases. **A motion was made by Vice Chair Kaufman, seconded by Member Chapman, to approve the Minutes as amended. Vote upon passage of the motion was taken by voice vote being all ayes, carried.**

Vice Chair Kaufman read a written statement regarding his comments at the April 30 meeting concerning the Taylor Rental property.

Chair Boyd asked for any changes to the agenda, and Item 4.1 was now in compliance. City Attorney Bach explained that there were no quasi-judicial hearings at tonight's meeting.

3. Old Business

3.1 MARK R. O'BRIEN, 400 S. 8TH STREET & 421 S. 9TH STREET, CASES 15-0058, 17-00114 & 17-0007.
Property owner requests reduction in fines.

Chair Boyd read the case. City Attorney Bach addressed Vice Chair Kaufman's statement saying that all his statements were factual as she could recall.

Ms. Miriam Hill presented on behalf of the property owner. She referred to the letter requesting a reduction to a total of \$20,000 inclusive of administrative fees. In her conversations with City Bach, she understands that the City is not in the business of making money off fines, but that fines were used to ensure compliance. She stated that she did not have Mr. O'Brien sign a financial statement or she his financial statement. She stated that she cannot speak to anything prior to her involvement; she is doing this as a volunteer and within two weeks of their meeting the property was listed for sale and the issues began to be addressed. She listed the progress that has been made. City should feel good about progress, compliance is achieved, and the requested reduction is 10 times what the City direct costs would be.

Member Crow wanted to clarify whether the requested reduction was for \$20,000 plus administrative fees.

Member Kresse asked about precedent for ability to pay. City Attorney Bach stated the Board can make that determination and no formal work has been done to assess ability to pay. Ms. Hill stated she felt this would be an equitable resolution. The City could wait until property is sold and assess the lien at that time.

Chair Boyd asked about the procedure. City Attorney Bach stated the lien is valid for 20 years; the Board is making a recommendation and Commission will make the final decision. Chair Boyd asked about alternate amounts. Member Crow asked if they could make that recommendation to foreclose and City Attorney Bach stated that was an option. City Attorney Bach recommends they make a recommendation decision tonight. They can decide not to decide.

Vice Chair Kaufman wanted to discuss in terms of fairness and equity for all people who come before the Board. He believes that this will set precedent and the reduction request is essentially for the accrued interest of the fine. Member Crow stated

she tries to be consistent but facts are different in every case. City Attorney Bach clarified that she had filed a legal action to get corporate's attention in the Alvin's Island case. Ms. Forstrom wanted to correct a statement made by some Board members that the majority of property owners come and get a reduced fine; in fact, most pay their fines.

Vice Chair Kaufman asked for Ms. Forstrom's recommendation. She previously said \$50,000 with a buyer. Member Crow asked about closing the case and starting a new one if Mr. O'Brien comes out of compliance from the same provision. Ms. Forstrom stated it would come back as a repeat violation.

Member Kresse stated that the property is in compliance and the Board should not foreclose unless it is a public hazard.

Member Chapman did not agree with \$20,000. Member Byrd stated that the Board is not in the business of generating revenue. Member Shults is in favor of resolving the case.

A motion was made by Member Crow, seconded by Member Shults, to reduce the amount of fines and fees owed to \$20,000 as full payment, which must be paid within 30 days of City Commission approval of the reduction, or foreclosure proceedings will begin. A vote was taken and passed, being 5-2 in favor, with Vice Chair Kaufman and Member Chapman voting nay.

City Attorney Bach thanked Ms. Hill for her work in resolving this case, and the Board did as well.

3.2 NEIL T. DOUGLAS & LISA A. MOHN, 1725 LISA AVE, CASE 18-00004. *Violation(s) of the City of Fernandina Beach Code of Ordinances exist: 42-116(B) Cleaning of Lots, Maintenance of Structures; Section 42-173 Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited. City staff to provide update.*

Chair Boyd read the case. Mr. Wells explained that at the last meeting the Board had withheld fines and fees while the property owner worked with the Building department to determine what was needed for a permit.

Mr. Douglas, property owner, presented his documentation of attempts to get help. He stated that several engineers declined the work. After many attempts, he finally thinks he has a commitment from engineer to send letter.

Mr. Wells stated that Mr. Douglas has not attempted to contact the City to update staff on any progress. Additionally, Mr. Wells believes more work has been done on stairwell in since stop work order was issued. Mr. Douglas stated that he had removed an addition that was added.

Member Crow asked about whether an engineer was needed – she thought that perhaps one was not needed and the building official could make that determination. Mr. Douglas stated did not call building official but was trying to follow what Mr. Kukla had said, because he thought that was the direction given by City staff previously. If he had talked to building official maybe he wouldn't need the engineer reports. Discussion centered around whether engineer report was needed.

Member Crow asked about the other things that needed to get resolved. It seems as though the only thing left was the steps and maybe some siding. Mr. Wells stated he should have talked to the building official. Ms. Forstrom explained that Mr. Cotter is the building official, and Mr. Kukla is a plans examiner.

Discussion on whether to impose fines and availability of the building department to assess the property because they will be attending conferences. Member Kresse stated that if the building department was very busy, the building official might not make it out to the property in time for the next hearing.

A motion was made by Member Kaufman, seconded by Member Shults, to table this case to the next meeting. A vote was taken and passed, all being in favor.

4. New Business

4.1 HERIBERTO GONZALEZ, 412 S. 13TH TERRACE, CASE 2019-0181. *Violation(s) of the City of Fernandina Beach Code of Ordinances exist: Section 42-122-Swimming Pool (Maintenance) & 42-116 Duty to Maintain Property. Requesting Board determination of the case.*

This property came into compliance.

5. Board Business

5.1 Reminder: The next Code Enforcement and Appeals Board Hearing will be June 27, 2019, rescheduled from July 4, 2019.

Ms, Forstrom and Mr. Wells will both be out of town at conference next week.

6. Adjournment - There being no further business to come before the Code Enforcement and Appeals Board, the meeting was adjourned at 6:46 p.m.

Katie Newton, Recording Secretary

Carlton "Buddy" Boyd, Chair

Code Enforcement and Appeals Board
June 6, 2019
Taylor Rental/O'Brien

On April 30, I stated that I would not vote to approve a reduction in fines in the three (3) Code Enforcement proceedings involving Taylor Rental and Mr. O'Brien to an amount that was less than \$50,000.

At that amount, I would be doing so reluctantly.

The fines and fees that have been assessed and accrued since October 2015 in the three (3) proceedings before us, amount to \$317,365.94.

In addition, as the members of this Board are aware, pursuant to Florida Statute foreclosing on the liens resulting from the findings of the CEAB entitle the City to not only recover a money judgment for the amount of the liens but also accrued interest (Fla Stat 162.09) and all costs including attorney's fees (Fla Stat 162.10).

The statutory interest rate in Florida is now set quarterly, and has varied from 4.75% to 6% during the three and one-half years of the pendency of these proceedings. The rate was 5% in 2017.

The Taylor Rental property has been the subject of City and public concern at least since 2011. It has been the focus of discussions of the "blight" on 8th Street, the corridor to the City's Historic District.

In May 2017, a former City Manager responding to reports that Mr. O'Brien had at that time ignored the action of this Board stated that Mr. O'Brien's "lack of action to respond and ignore the violations for as long as two years does little to generate any sympathy, especially since some of the violations would appear to be resolved easily (and inexpensively)."

Understanding that the Taylor Rental/O'Brien matters were again to be considered by this Board on April 30, I met with the City attorney two weeks before that date to discuss the parameters of what might be a settlement without continuing to move to foreclose.

A settlement that would balance Mr. O'Brien's prolonged noncompliance together with the interests of the City in the evenhanded enforcement of

our Code while assessing a measured penalty that would be consistent with past practice.

Some have suggested that this Board has been complicit by tolerating Mr. O'Brien's defiance and the City should have foreclosed on the Taylor Rental property at a much earlier date. A date even before the "prospect" of a sale of the property was a consideration.

Further, for those who speculated that Mr. O'Brien's failure to adhere to and observe the law is the result of a "cognitive swoon," let me point out that his property taxes were paid, presumably he remitted sales tax to the State and that his business was open and running during the pendency of these proceedings.

The meeting with Ms. Bach was relatively brief. I indicated to Ms. Bach that I was seeking her assistance in finding a benchmark against which a settlement resolution could be measured.

Ms. Bach informed me that she had discussed the matter with Mr. O'Brien's attorney and indicated to her that a proposed \$20,000 settlement may not be acceptable given the facts and circumstances of these proceedings.

After a pause, Ms. Bach suggested \$50,000, reminding me that amount is what the City obtained in settlement when a similar amount of fines and fees were due and owing in the proceeding involving Alvin's Island on Sadler Road.

The Alvin's Island proceeding was otherwise different and involved negotiating with a corporate headquarters not in the City. Alvin's Island was not a continuing "eyesore" and did it not involve questions of ongoing blight affecting neighboring properties but was related to disputes about outdoor signs and business permits.

The Alvin's Island matter, however, at least provided some justification and a benchmark or precedent that could be pointed to with regard to fines and fees. I said "I could live with it."

I was prepared to suggest that the fines and fees be reduced by 2/3 to approximately \$100,000 as settlement or that in the alternative the City should foreclose.

The minutes of our April 30 meeting reflect that the City's Code Enforcement Officer has recommended "no less than \$50,000" in settlement.

Apparently, after that meeting, contact was initiated between Ms. Bach and members of this Board. Notwithstanding those conversations, a settlement decision can only occur after discussion and then a vote by this Board at a public meeting.

As we have been informed, Mr. O'Brien's attorney, Ms. Hill, asserts that Mr. O'Brien can pay no more than \$20,000. Ms. Hill's May 8, written request for reduction in fines provides no basis whatsoever for that claim or any rationale for the calculation of the settlement amount.

We know that Mr. O'Brien is not indigent. His property has value, he has the capacity to pay for cleaning and remediation and his business is operating.

Against what criteria should we judge this request?

The basis for settlement should not be, as an individual has advised, that "we just need to let this go."

If the \$20,000 proposal (inclusive of administrative costs) is agreed to, against what criteria are we to judge future fine and fee reduction requests by a property owner?¹

Is this Board sanctioning 5% or 6% of the total of fines, fees and interest assessed after more than three years of non-compliance as the acceptable standard for settlement?

Is a settlement to be based upon the undocumented claim of inability to pay? How is that claim to be substantiated and confirmed? There are statutes that provide "means" tests for assessing penalties. Our Code does not.

¹ The question in this proceeding is not one of facilitating a transfer of ownership.

Is the dollar cost of a settlement based upon percentage or claimed inability to pay or some combination of both?

Will we apply this settlement rubric to homestead as well as commercial properties?

If the standard upon which settlement and resolution is to be based is Ms. Hill's assertion "that is all he can pay" together with the representation that he ultimately resolved all outstanding violations; then there are fundamental questions of fairness that must be considered and applied to all pending and future cases.

What if there is a homestead, (the City cannot foreclose on homesteads) with an address that begins 300 South owned by a single parent with children on free or reduced price lunch whose backyard fence is in disrepair;

or married retirees on the Northside on a fixed income who are violation of the Code because their home does not meet paint requirements;

or a hourly worker at Rayonier who is told for the first time in memory that he has to move his boat and trailer out of his driveway and find a rental space;

each in violation for six (6) months at \$50 per day or \$9000 before they ultimately come into "compliance."

Six (6) months, not 3 years of delinquency, and let's assume, unlike Mr. O'Brien, a willingness but no capacity to comply.

If a lawyer, pastor, representative of the Council on Ageing or another community leader provides assurance that 5% or \$450 (inclusive of administrative costs) is all that the individual in violation can afford, and/or that it would impossible to recover a money judgment, should we not, based upon the proposed O'Brien accommodation, in fairness reduce the fines and fees to \$450.

In all likelihood there could be actual corroboration in the fact pattern of the hypothetical cases. Nationally, 40% of Americans do not have \$400 in

the bank for an emergency according to the Federal Reserve. 17% of adults are not able to fully pay off their current month's bills.

Approval of the application made on behalf of Mr. O'Brien will certainly be read as this Board sanctioning a standard that will result, upon request, in a reduced payment and a liability of no more than 5 or 6 cents on the dollar for Code Enforcement violations that are unresolved for three (3) years.

Any settlement of the Taylor Rental/O'Brien proceedings cannot and should not be viewed in isolation.

Respect for the law and its enforcement depends upon public confidence that the law is evenly applied and equitably enforced.

If the CEAB decides to accommodate Mr. O'Brien's request, it needs to consider the consequences and ramifications of that decision, and how it applies to Code Enforcement in future cases.



City of Fernandina Beach

OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Mayor and City Commissioners

CC: Dale L. Martin, City Manager
Caroline Best, City Clerk
Michelle Forstrom, Code Enforcement Director
Code Enforcement Board Members

FROM: Tammi E. Bach, City Attorney

DATE: June 25, 2019

RE: Mark R. O'Brien (Taylor Rental) Reduction of Fines / Release of Lien

Mr. Mark O'Brien requested a reduction of fines from the Code Enforcement Board on June 6, 2019, pursuant to Section 162.09, Fla. Stats. The Code Enforcement Board voted 5-2 to approve a reduction of fines and fees = \$317,365.94 to a reduced total of \$20,000 if paid to the City within 30 days of the July 2, 2019 City Commission meeting. Mr. O'Brien's code violations included maintenance of property and sign violations that have been existing for several years. Mr. O'Brien came into compliance for all violations in February 2019. The Legal Department has been authorized to foreclose on Mr. O'Brien's property since 2017; however, Mr. O'Brien agreed to market the property for sale which delayed the foreclosure action. Mr. O'Brien failed to sell his property as of May 1, 2019 and instead asked for a reduction of fines to an amount that he could pay within 30 days.

Section 162.09(2)(b), Fla. Stats. provides that in determining the amount of a fine, if any, the enforcement board shall consider: 1) the gravity of the violation; 2) any actions taken by violator to correct violations; 3) and any previous violations committed by violator. Mr. O'Brien's failure to correct violations for more than 2 years caused the daily fines to add up. The Code Enforcement Board may reduce fines according to Section 162.09(2)(c), Fla. Stats. However, the liens recorded in the public records of Nassau County as a result of the running fines on Mr. O'Brien's property, may only be released or satisfied by the City Commission, see Section 162.09(3), Fla. Stats.

So, does the City Commission have to honor the Code Enforcement Board's vote to reduce Mr. O'Brien's fines and fees to \$20,000? There are no cases on this issue that have made it to the appellate courts and been published in Florida. Attorney General Butterworth issued Opinion 2002-62 which says "no". Since the fines run in favor of the City Commission, only the City Commission can release the lien and the obligation or portion of the obligation (fines). However, in AGO 98-50, Mr. Butterworth opined that "yes" a Code Enforcement Board can reduce the fine because it is statutorily authorized to reduce the fine. Therefore, it is my opinion that Section 162.09, Fla. Stats. acknowledges the authority of the Code Enforcement Board to reduce a fine and provides that the local governing body (City Commission) must essentially affirm or deny the release or partial release of lien the violator's property. Based on what criteria? The only objective criteria to base your decision on in a code enforcement case which a violator is provided advance notice of are the criteria listed above and contained in Section 162.09(2)(b), Fla. Stats.: 1) the gravity of the violation; 2) any actions taken by violator to correct violations; 3) and any previous violations committed by violator. The decision is ultimately up to the City Commission who should weigh the criteria stated here but also provide some deference to the Code Enforcement Board that was appointed to make informed, deliberative decisions.

Florida Attorney General Advisory Legal Opinion

Number: AGO 98-50

Date: August 12, 1998

Subject: Code Enforcement Board, reduction of fine

Ms. Laura Ann McCall
Okeechobee County Attorney
Post Office Box 968
Okeechobee, Florida 34972

RE: COUNTIES--CODE ENFORCEMENT BOARD--reduction of fine imposed. s.
162.09, Fla. Stat.

Dear Ms. McCall:

On behalf of the Okeechobee Board of County Commissioners and the Okeechobee County Code Enforcement Board, you ask substantially the following question:

In light of the amendments to section 162.09, Florida Statutes, authorizing the local governing body of a county or municipality to execute a satisfaction or release of the lien imposed by the code enforcement board, does the code enforcement board still have the authority to reduce a fine imposed pursuant to section 162.09, Florida Statutes?

In sum:

A local code enforcement board retains the authority to reduce a fine imposed by the board pursuant to section 162.09, Florida Statutes, and this authority is unaffected by recent amendments to the law.

Part I of Chapter 162, Florida Statutes, the Local Government Code Enforcement Boards Act (act), seeks to provide an effective and expeditious method of enforcing local codes and ordinances by authorizing a county or municipality to create local code enforcement boards.[1] These code enforcement boards possess the authority to impose administrative fines and other noncriminal penalties.[2]

Section 162.09, Florida Statutes, authorizes the imposition of an administrative fine by a code enforcement board, upon notification by the code inspector that an order of the board has not been complied with by the set time or upon finding that a repeat violation has been committed. [3] The fine may not exceed \$250 per day for a first violation or \$500 per day for a repeat violation.[4] In determining the amount of the fine, section 162.09(2)(b), Florida Statutes, provides that the code enforcement board shall consider the following factors:

- "1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator."

Section 162.09(2)(c), Florida Statutes, expressly grants the code enforcement board the authority to reduce a fine.

You note that in Attorney General Opinion 93-91, this office concluded that a city council had no authority to reduce a fine imposed by a municipal code enforcement board. Rather, it was the code enforcement board that possessed authority to reduce such fine and execute a satisfaction or release of lien. This conclusion was based on the language of section 162.09, Florida Statutes (1993), relating to administrative fines and liens, which at that time provided in subsection (2)(c) that "[a]n enforcement board may reduce a fine imposed pursuant to this section."

During the 1994 legislative session, however, section 162.09, Florida Statutes, was amended.[5] Section 162.09(2), Florida Statutes, still provides that a code enforcement board may reduce a fine imposed pursuant to the section. Subsection (3) of the statute, however, now provides that a lien arising from a fine imposed pursuant to this section "runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien."

In light of the statutory changes, this office recently stated that a board of county commissioners, as the governing body of the county, has the authority to reduce or satisfy a fine imposed by a code enforcement board.[6] In light of the county commission's authority, you ask whether the code enforcement board may still reduce the fine it imposed.

As noted above, section 162.09(2)(c), Florida Statutes, expressly authorizes the code enforcement board to reduce the fine. While the statute now provides that the lien arising from the fine runs in favor of the local governing body, which may execute a satisfaction or release of the lien, the code enforcement board still is statutorily authorized to reduce the fine. This office has no authority to ignore or alter the plain language of the statute.

Accordingly, I am of the opinion that the code enforcement board retains the authority to reduce a fine imposed by the board pursuant to section 162.09, Florida Statutes.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tjw

[1] See ss. 162.03 and 162.05, Fla. Stat. And see s. 162.02, Fla. Stat., setting forth the legislative intent.

[2] See generally Art. V, s. 1, Fla. Const. (administrative bodies established by law may be granted quasi-judicial powers in matters connected with the functions of their office), and Art. I, s. 18, Fla. Const. (no administrative agency shall impose a sentence of imprisonment or any other penalty except as provided by law).

[3] Section 162.09(1), Fla. Stat.

[4] Section 162.09(2)(a), Fla. Stat.

[5] Section 4, Ch. 94-291, Laws of Florida.

[6] Attorney General Opinion 98-40 (1998).

Florida Attorney General Advisory Legal Opinion

Number: AGO 2002-62

Date: September 11, 2002

Subject: Code enforcement board, reduction of fine

Mr. Bruce W. Jolly
Legal Advisor
City of Fort Lauderdale Code Enforcement Board
1322 Southeast Third Avenue
Fort Lauderdale, Florida 33316

RE: CODE ENFORCEMENT BOARDS-FINES-LIENS-authority of code enforcement board to reduce fine where order imposing fine recorded. s. 162.09, Fla. Stat.

Dear Mr. Jolly:

You have asked for my opinion on substantially the following question:

Is a code enforcement board authorized to reduce a fine for noncompliance with an order of the board after that order has been recorded pursuant to section 162.09(3), Florida Statutes?

In sum:

A code enforcement board is not authorized to reduce a fine for noncompliance with an order of the board after that order has been recorded pursuant to section 162.09(3), Florida Statutes. Rather, upon being recorded, such an order becomes a lien that may only be compromised, satisfied or released by the local governing body.

The purpose of Part I of Chapter 162, Florida Statutes, the Local Government Code Enforcement Boards Act (act), is "to provide an equitable, expeditious, effective, and inexpensive method of enforcing . . . codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist." [1] In order to accomplish this purpose, the act authorizes a county or municipality, at its option, to create local code enforcement boards as provided therein. [2] Such code enforcement boards possess the authority to impose administrative fines and other noncriminal penalties. [3]

Section 162.09, Florida Statutes, makes provision for the administrative fines that may be imposed by the code enforcement board, authorizes local governments to make repairs to property in violation of local codes and provides for the recording of liens against property upon which a violation exists or other property owned by the violator. With regard to imposing fines, pursuant to section 162.09(2)(a), Florida Statutes:

"A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation."

This subsection provides criteria that must be considered by a code enforcement board in determining the amount of the fine.[4] The statute also specifically empowers a code enforcement board to "reduce a fine imposed pursuant to this section." [5]

Section 162.09(3), Florida Statutes, states, in part:

"A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section."

Thus, the statute establishes that the lien that results from a fine imposed pursuant to section 162.09, Florida Statutes, is granted in favor of the local governing body. It is the governing body that has the power to determine whether the lien has been satisfied and that may execute the legal satisfaction or release from the lien.

In several previously issued Attorney General Opinions this office has discussed the authority of local code enforcement boards to reduce the fines imposed by the board pursuant to section 162.09, Florida Statutes. In Attorney General Opinion 98-40 it was noted that while section 162.09(2) provides that a code enforcement board may reduce a fine imposed pursuant to the statute, amendments made in 1994 provide that a lien arising from such a fine "runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section." Thus, the opinion concludes that, in addition to the code enforcement board itself, the board of county commissioners has the authority to reduce or satisfy a fine imposed by the county code enforcement board.[6] A subsequent opinion, Attorney General Opinion 98-50, reconfirmed the code enforcement board's authority to reduce fines in light of the 1994 statutory amendments to section 162.09, Florida Statutes.

Two later opinions considered the nature of the liens authorized by section 162.09(3), Florida Statutes. In Attorney General Opinion 99-03

this office discussed whether a city could enter into collection agreements with a private collection agency allowing the agency to compromise code enforcement board liens and to pursue collection through litigation. Focusing on the authority of local governments to compromise and settle litigation and the home rule powers of municipalities, the opinion concluded that a municipality was authorized to enter into an agreement with a collection agency to settle or compromise outstanding liens from code enforcement violations and to pursue collection through litigation.

In Attorney General Opinion 01-09, a city official asked whether it had the power to auction its code enforcement board liens arising under Part I, Chapter 162, Florida Statutes, to private parties. The city official had determined that foreclosing on the large number of liens it had imposed would be impractical and sought to determine whether the liens could be auctioned to private bidders who could then foreclose on the property. The money raised by these auctions was to be used for neighborhood improvements. Noting that the arrangement discussed in Attorney General Opinion 99-03 did not result in the complete divestiture of these liens by the local governing body to a private party, this office concluded that the statutory scheme did not contemplate the enforcement of liens, or the issuance of satisfaction or release of code enforcement board liens, by private third parties outside the control of the local governing body. Thus, while it was suggested that the city might contract with a collection agency to pursue collection of code enforcement board liens on the city's behalf, the opinion concluded that the city was not authorized to auction its code enforcement board liens to private parties for foreclosure.

Section 162.09(3), Florida Statutes, clearly provides that "[a] lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section." Because a lien under section 162.09(3), Florida Statutes, runs in favor of the local governing body, it is my opinion that only the governing body may compromise, satisfy or release such a lien. While section 162.09(2)(c), Florida Statutes, authorizes an enforcement board to reduce a *fine* imposed pursuant to this section, nothing in the statute appears to extend that authority to reducing the amount of a lien created when a certified copy of an order imposing a fine has been recorded in the public records. Statutorily-created agencies have only such power as is conferred by statute.[7]

In sum, it is my opinion that a code enforcement board is not authorized to reduce a fine for noncompliance with an order of the board after that order has been recorded pursuant to section 162.09(3), Florida Statutes.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgh

[1] Sections 162.01 and 162.02, Fla. Stat.

[2] Section 162.03(1), Fla. Stat.

[3] Section 162.09, Fla. Stat.

[4] Section 162.09(2)(b), Fla. Stat., states that

"In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator."

[5] Section 162.09(2)(c), Fla. Stat.

[6] The amendments made in 1994 addressed a problem pointed out in Op. Att'y Gen. Fla. 93-91 (1993). That opinion concluded, based on the language of section 162.09, Fla. Stat. (1993), that a city council had no authority to reduce a fine imposed by a municipal code enforcement board. Rather it was the code enforcement that possessed sole authority to reduce such a fine and execute a satisfaction or release of lien.

[7] See *City of Jacksonville v. Jacksonville Supervisor's Association, Inc.*, 791 So. 2d 508 (Fla. 1st DCA 2001), and see *State ex rel. Greenberg v. Florida State Board of Dentistry*, 297 So. 2d 628 (Fla. 1st DCA 1974), cert. dismissed, 300 So. 2d 900 (Fla. 1974) (administrative bodies have no common-law powers; they are creatures of the legislature and what powers they have are limited to the statutes that create them).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-20
Master Fee Schedule

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-20 at First Reading.

SYNOPSIS: With the development of the annual City budget, all departments are required to evaluate the fees charged for each of our services. The City sets the fees based on the cost to provide the services and facility rentals.

City staff has evaluated all of the proposed fees and charges and are proposing the following amendments to cover the operational and debt service costs to provide each of the programs and services.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-20 at First Reading.

Dale Martin, City Manager	8/8/2019
Pauline Testagrose, Comptroller	8/13/2019
Tammi E. Bach, City Attorney	8/13/2019

Submitted By: _____ Date: May 07, 2019
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2019-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2019/2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, the fees for the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees (excluding Water and Wastewater Impact Fees) have been reviewed and revised based on the cost to provide the services and facility rentals.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule, attached hereto as Exhibit "A," consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2019/2020.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect on October 1, 2019.

ENACTED this 17th day of September, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AIRPORT

Ground Lease Rental Rate (annually)

Aeronautical

North Area unimproved land with utilities available
North Area improved land, site ready with utilities available
East Area unimproved land with utilities available
East Area improved land with utilities available
East Area improved land to include taxi lane/roadway and utilities available

Current Fee:

\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.25 Per Square Foot (Annually)

Proposed Fee:

\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available
North or East Area improved land with utilities available

\$0.30 Per Square Foot (Annually)
\$0.35 Per Square Foot (Annually)

\$0.30 Per Square Foot (Annually)
\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space
Professional Office Space

As Negotiated
As Negotiated

As Negotiated
As Negotiated

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)		
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)		
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated	Facility Rent Charge or as negotiated
Sublease to FBO		
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated	As negotiated
Sublease to SASO by leasehold SASO		
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory		
This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport		
Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client		
Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*	\$50.00/yr*

NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance

\$20.00/day or \$10.00 per side+

\$20.00/day or \$10.00 per side+

Special Use Permit (non based aircraft)

Banner Pickup
Flight Training or other non-transit commercial use

\$300.00/yr*
\$300.00/yr*

\$300.00/yr*
\$300.00/yr*

Balloon/Blimp Mooring – Per Visit (up to five days)	<u>Current Fee:</u> \$135.00	<u>Proposed Fee:</u> \$135.00
Balloon/Blimp Mooring – Each Additional Day	\$25.00	\$25.00
<i>NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses</i>		
Ultralight Aircraft Permit		
Registration and Facility Use Permit	\$125.00/Year	\$125.00/Year
Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)		
	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.
Single engine/helicopter	"	"
Multi-engine	"	"
Light Turbine Aircraft	"	"
Light Turbine Aircraft	"	"
Heavy Turbine Aircraft	"	"
Overnight parking, single engine/helicopter/multi-engine	"	"
Overnight parking turbine aircraft	"	"
Aircraft Daily/Monthly Bulk Hangar Rates		
<u>Overnight Bulk Hangar Single Engine Less than 40' Wingspan</u>	<u>\$30.00</u>	
<u>Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan</u>	<u>\$65.00</u>	
<u>Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine</u>	<u>\$100.00</u>	
<u>Monthly Bulk Hangar Single Engine Less than 40' Wingspan</u>	<u>\$250.00</u>	
<u>Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan</u>	<u>\$325.00</u>	
<u>Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine</u>	<u>\$500.00</u>	

Vehicle Parking/Storage Fee	Vehicle Parking/Storage Fee
Parking in the Airport long-term parking lot (paved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking up to 30 days. Any personal vehicle parking 30 consecutive days or longer requires registering with Airport Director and a pre-pay charge of \$70 for each additional month or less and must be aviation user related. NOTE: storage/long term parking not permitted within airport perimeter fence.	Parking in the Airport long-term parking lot (paved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking up to 30 days. Any personal vehicle parking 30 consecutive days or longer requires registering with Airport Director and a pre-pay charge of \$70 for each additional month or less and must be aviation user related. NOTE: storage/long term parking not permitted within airport perimeter fence.
Short term parking of vehicles such as RVs, campers, trailers, large trucks, etc. in the Airport long-term parking lot (paved parking lot) for a use related to aviation may be permitted for up to 15 days with registering with Airport Manager and a pre-pay charge of \$60. Longer term parking not to exceed a maximum of five months MAY be permitted with registering and pre-pay charge of \$125 for each month or less. NOTE: storage/long term parking not permitted within airport perimeter fence.	Short term parking of vehicles such as RVs, campers, trailers, large trucks, etc. in the Airport long-term parking lot (paved parking lot) for a use related to aviation may be permitted for up to 15 days with registering with Airport Manager and a pre-pay charge of \$60. Longer term parking not to exceed a maximum of five months MAY be permitted with registering and pre-pay charge of \$125 for each month or less. NOTE: storage/long term parking not permitted within airport perimeter fence.
Parking in the Airport daily parking lot (unpaved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking to not exceed 24 consecutive hours. Use of the long-term parking lot is required to park longer than 24 hours.	Parking in the Airport daily parking lot (unpaved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking to not exceed 24 consecutive hours. Use of the long-term parking lot is required to park longer than 24 hours.

NOTE: improperly parked vehicles will be subject to tow at owner's expense.

NOTE: improperly parked vehicles will be subject to tow at owner's expense.

Terminal Observation Deck (Max Capacity - 115 Individuals)		Terminal Observation Deck (Max Capacity - 115 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max	\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Terminal Conference Room (Max Capacity - 46 Individuals)		Terminal Conference Room (Max Capacity - 46 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$10/hr with 2-hour minimum;	\$30/hr with 2-hour minimum; \$200 per day	\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Building	Monthly Rent/Unit (Pre-Tax)	Building	Monthly Rent/Unit (Pre-Tax)

	Current Fee:	Proposed Fee:	
Building 1	\$300.00/Month	Building 1	\$300.00/Month
Building 2	\$300.00/Month	Building 2	\$300.00/Month
Building 3	\$300.00/Month	Building 3	\$300.00/Month
Building 4	\$300.00/Month	Building 4	\$300.00/Month
Building 5	\$300.00/Month	Building 5	\$300.00/Month
Building 6	\$300.00/Month	Building 6	\$300.00/Month
Building 7 Units Without Additional Space	\$300.00/Month	Building 7 Units Without Additional Space	\$300.00/Month
Building 8 Units Without Additional Space	\$400.00/Month	Building 8 Units Without Additional Space	\$400.00/Month
Building 9	\$575.00/Month	Building 9	\$575.00/Month
Buildings 1 - 7 Units With Additional Space	\$335.00/Month	Buildings 1 - 7 Units With Additional Space	\$335.00/Month
Building 8 Units With Additional Space	\$435.00/Month	Building 8 Units With Additional Space	\$435.00/Month
Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot	Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot
Storage Units A & G	\$12.00 Annual Rent/Square Foot	Storage Units A & G	\$12.00 Annual Rent/Square Foot
*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.		*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.	

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

BUILDING

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Administrative</u>		
Letters of code determination for building or code/administrative issues provided by the Building Official	\$50.00	\$50.00
Certificate of Occupancy re-issuance for existing structures (inspection required)	\$25.00	\$25.00
Flood Zone Determination Letter	<u>\$25.00</u>	<u>\$50.00</u>
<u>NSF Check Fee (up to)</u>	<u>\$40.00</u>	
Renew expired/revoked permit	25% of original permit fee	25% of original permit fee
Oversize Building plans (for drop-off to Printer)	\$15.00 flat fee + cost of copies	\$15.00 flat fee + cost of copies
<u>NSF Check Fees</u>		
<u>Face Value of Check less than \$50.00</u>		<u>\$25.00</u>
<u>Face Value of Check \$50.00 to \$299.99</u>		<u>\$30.00</u>
<u>\$300 and up</u>		<u>\$40 or 5% of Face Value (whichever is greater)</u>
 <u>Building Code, residential/commercial:</u>		
Jobs less than \$1,000 (no plan review and non-structural)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Remodeling</u>		
Jobs less than \$1,000 (no plan review and non-structural)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Plan Review</u>		
	50% of Building Permit cost	50% of Building Permit cost
 <u>Foundation Only Permit (no deduction from permit fee)</u>		
	25% of Building Permit cost	25% of Building Permit cost
 <u>Fence (structural)</u>		
First \$1,000 of job cost	\$50.00	\$50.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Roofing residential/commercial</u>		
Roofing permits for new construction are separate from the building permit		
Exception: 1 Sq does not require a permit		
Re-roofing or New Roof (all materials)		
First \$2,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Misc Permits</u>		
Siding up to 10 sq.	\$80.00	\$80.00
(over \$1000.00 cost revert to permit schedule fee)	80.00 + 7.00 each additional \$1000	80.00 + 7.00 each additional \$1000
Pre-fab Accessory structures (between 151 SF to 250 SF non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Pre-fab Accessory structures (between 250 SF + non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
After the Fact fee - up to 4 times the Building Permit Fee only		

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Foundation Only</u>		<u>25% of new building permit fee</u>
<u>Plan Review Fee on 4th submission (per F.S. 553.80)</u>		<u>Quadruple Fee</u>
<u>Cell Tower Co - Location Of Structure</u>		<u>\$400.00</u>
<u>Plan Revision</u>		
<u>Minimum for up to 3 sheets - Per Page</u>	<u>\$25.00</u>	
<u>Plus for each sheet over 3</u>	<u>\$5.00</u>	
<u>Commercial (1-5 Sheets)</u>		<u>\$50.00</u>
<u>Each Additional Sheet</u>		<u>\$5.00</u>
<u>Residential</u>		<u>\$40.00</u>
<u>Pre-Review</u>		
Residential	\$150.00	\$150.00
Commercial	\$250.00	\$250.00
Fire or Storm Damage Determination for power reconnection	\$35.00	\$35.00
Stocking Permit (no occupancy merely stocking merchandise/inventory)	\$50.00	\$50.00
<u>Construction Trailer Inspection</u>	\$100.00	\$100.00
<u>Demolition</u>		
Up to \$2,000 job cost	\$100.00	\$100.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Electrical Code</u>		
Single Phase:		
Below 100 Amps	\$60.00	\$60.00
100 Amps	\$70.00	\$70.00
150 Amps	\$80.00	\$80.00
200 Amps	\$90.00	\$90.00
300 Amps	\$105.00	\$105.00
400 Amps	\$115.00	\$115.00
600 Amps	\$125.00	\$125.00
800 Amps	\$140.00	\$140.00
1000 Amps	\$200.00	\$200.00
Three Phase:		
0-150 Amps	\$155.00	\$155.00
151-200 Amps	\$165.00	\$165.00
201-400 Amps	\$195.00	\$195.00
401-600 Amps	\$255.00	\$255.00
601-800 Amps	\$295.00	\$295.00
801-1000 Amps	\$325.00	\$325.00
Interior Wiring or Rewiring:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Interior Wiring or Rewiring Low Voltage:		
Residential	\$50.00	\$50.00
Commercial	\$50.00	\$50.00
Changeout/Repair - Same Amperage:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Swimming Pool Wiring:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00
Reconnect of Disconnected Service	\$75.00	\$75.00
Temporary Pole	\$75.00	\$75.00
Electrical Safety Inspection (structures without power > 6 months or if requested by utilities)	\$50.00	\$50.00

Gas Code

Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	
First \$1,000 of job cost	\$80.00	\$80.00
Installation of tanks	\$75.00	\$75.00

Mechanical Code

Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	
First \$1,000 of job cost	\$80.00	
Plus for each additional \$1,000 of job cost	\$7.00	
<u>Change out equipment only - First \$1,000 of job cost (per unit)</u>		<u>\$80.00</u>
<u>New construction or with duct work</u>		<u>\$160.00</u>
<u>Coolers (per unit)</u>		<u>\$160.00</u>

Plumbing Code

Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00

Plus:

Each roughed or plugged waste outlet	\$7.00	\$7.00
Each fixture or appliance set on new or old roughed	\$7.00	\$7.00
Floor, area, or similar drain, or other interceptor or trap	\$7.00	
Bar, soda fountain, or similar drain	\$7.00	
Condensation tank or similar device	\$4.00	
Air conditioning apparatus	\$3.00	
Rainwater leader, cast iron on storm sewer	\$4.00	
Water heater, boiler or storage tank, all types	\$5.00	
Solar or similar run water heating system	\$50.00	
Swimming pool:		
 Residential (in-ground)	\$80.00	
 Residential (above-ground)	\$80.00	
 Commercial	\$175.00	
Steam or hot water heating system boiler old or new	\$25.00	
Pressing machine and/or steam boiler connection	\$25.00	
Hose faucet/bib	\$5.00	

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Sump pump</u>	<u>\$5.00</u>	
<u>Ice maker, coffee urn, water supplied appurtenances, and the like</u>	<u>\$6.00</u>	
<u>Water heater changeout</u>		<u>\$54.00</u>
 <u>Re-inspection Fees</u>		
Fee for all permit types listed:		
First	\$35.00	\$35.00
Second	\$70.00	\$70.00
Third	\$140.00	\$140.00
<u>Partial Inspections</u>		<u>\$35.00</u>
 <u>Building Permit Refunds</u>		
Prior to 1st Inspection (not including Notice of Commencement)	50% of fee	50% of fee
After 1st Inspection	No Refund	No Refund
 <u>Plan Copies</u>		
<u>Oversize Building plans (Black and White)</u>		<u>\$5.00 per page</u>

BUSINESS/CODE ENFORCEMENT

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Dining with Dogs</u>		
Dining with Dogs Initial Permit	\$40.00 one time fee	\$40.00 one time fee
Duplicate Copy of Dining with Dogs Permit	\$25.00	\$25.00

Lien Letters

Regular request (within 5 business days)	\$20.00
Rush request (within 48 business hours)	\$40.00

Local Business Tax Receipt

LBTR Fees	See Code Section 74-80	See Code Section 74-80
Duplicate LBTR	\$5.00	\$5.00
Penalty for opening a business without application of LBTR	\$250.00 + cost of LBTR	\$250.00 + cost of LBTR

Right of Way Encroachment**\$35.00 annually****Resort Rental Dwelling Permit**

New application	\$300.00	\$300.00
Annual Renewal	\$200.00	\$200.00
Duplicate Permit	\$5.00	\$5.00
Yearly Inspection	\$150.00	
Penalty for Short Term Rental without a Permit	\$1,000.00	\$1,000.00

Vehicle for Hire

Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 initial application per vehicle	\$150.00 initial application per vehicle
Renewals for Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 annually per vehicle	\$150.00 annually per vehicle
Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 initial application per vehicle	\$75.00 initial application per vehicle
Renewals for Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 per vehicle annually	\$75.00 per vehicle annually
Driver ID Card	\$50.00 per driver annually	\$50.00 per driver annually
Duplicate Medallion	\$40.00 per vehicle	\$40.00 per vehicle
Duplicate Permit	\$35.00 per vehicle	\$35.00 per vehicle
Duplicate Driver ID Cards	\$35.00 per driver	\$35.00 per driver

Street Performers

Individual or Group	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually

Street Artist

	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually

CITY CLERK'S OFFICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Photocopies:</u>		
8½X 11	\$.15 per page	\$.15 per page
8½X 11 (Double-sided)	\$.20 per page	\$.20 per page
8½X 14	\$.15 per page	\$.15 per page
8½X 14 (Double-sided)	\$.20 per page	\$.20 per page
11 x 17	\$.25 per page	\$.25 per page
Certified Copies	\$1.00 per copy	\$1.00 per copy
CD	\$0.50	\$0.50
DVD	\$2.00	\$2.00
Cassette Tape	\$1.00	\$1.00

Lien Letters

<u>Regular request (within 5 business days)</u>	<u>\$20.00</u>
<u>Rush request (within 2 business days)</u>	<u>\$40.00</u>

Miscellaneous:

Public Records Request	Cost per page above	Cost per page above
Public Records Request Extensive Use Fee:		
Calculated when the nature or volume of requested public records is such to require extensive use of information technology resources, or extensive use of clerical or supervisory assistance, or both:	Actual Cost Incurred	Actual Cost Incurred

*(+/- City's cost)

FIRE

Please note the FY 2019/2020 Fee Schedule has been greatly modified for conciseness.

Permits and Fees: A fee in accordance with the following schedule shall be paid to the Building Department at the time of permit issuance for:

- | | |
|---|--|
| (1) Renewable Permit | (4) Other Service |
| (2) Installation, Removal, or Alteration Permit | (5) Hazardous Materials Storage Permit |
| (3) Activity Permit | |

Such fees shall not be refunded upon failure of an application to receive the permit. Failure to apply for necessary permits or service can result in an order from the fire marshal to obtain a permit or service.

(1) Permit Fees. When a permit is required pursuant to NFPA 1 of the Florida Fire Prevention Code the fees in Table F-1 shall be paid.

Table F-1	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Aircraft Fuel Servicing	\$50.00	
Aircraft Hangars	\$50.00	
Aircraft Refueling Vehicles	\$50.00	
Asbestos Removal	\$100.00	
Automatic Fire Suppression System	\$50.00	
Automobile Wrecking Yards	\$50.00	
Automotive Fuel Servicing	\$50.00	
Battery System	\$50.00	
Candles, Open Flames and Portable Cooking	\$50.00	
Combustible Fibers	\$100.00	
Combustible Material Storage	\$100.00	
Commercial Rubbish Handling Operation	\$100.00	
Compressed Gasses	\$100.00	
Consumer Sparklers	\$100.00	
Covered Mall Buildings	\$50.00	
Cryogenics	\$100.00	
Cutting and Welding Operations	\$50.00	
Display Fireworks	\$100.00	
Dry Cleaning Plants	\$50.00	
Dust Producing Operations	\$100.00	
Explosives	\$100.00	
Fire Apparatus Access Roads	\$25.00	
Fire Hydrants and Water Control Valves	\$25.00	
Fire Pumps and Related Equipment	\$60.00	
Flame Effects	\$100.00	
Flammable and Combustible Liquids	\$100.00	
General Storage	\$25.00	
Grandstands, Bleachers, and Folding and Telescopic Seating	\$25.00	
Hazardous Materials	\$100.00	
High Piled Combustible Storage	\$50.00	
Hot Work Operations	\$50.00	
Industrial Ovens and Furnaces	\$50.00	
Laboratories	\$100.00	
Liquefied Petroleum Gases	\$50.00	
Liquid or Gas Fueled Vehicles	\$50.00	
Lumberyards & Woodworking Plants	\$50.00	
Marine Craft Fuel Servicing	\$50.00	
Membrane Structures, Tents and Canopies (Up to 4, same applicant)	\$25.00	
Oil and Gas fueled Heating Appliances	\$5.00	
Open Burning	\$200.00	
Open Fires	\$100.00	
Outside Storage of Tires	\$50.00	

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Oxidizers	\$100.00	
Parade Floats	\$25.00	
Places of Assembly	\$100.00	
Private Fire Hydrants	\$50.00	
Pre-engineered System	\$50.00	
Repair Garages and Service Stations	\$50.00	
Solvent Extraction	\$50.00	
Spraying or Dipping Flammable Finishes	\$100.00	
Standpipe Systems / Underground	\$100.00	
Special Outdoor Events, Carnivals, and Fairs	\$50.00	
Tar Kettles	\$50.00	
Tire Storage	\$50.00	
Torch Applied Roofing Operation	\$50.00	
Wildland Fire-Prone Operation	\$50.00	
Wood Products	\$50.00	

(2) Plan Review/Inspection Fees. When an inspection or plan review is conducted by the Fire Department to ensure proper design, installation, or permit compliance, the following fees in Table F-2 shall apply.

Table F-2	
Site Plan Review (Technical Review Committee)	\$100.00
General Commercial Plan Review (including rough and final inspections)	45% of the bldg permit fee
Fire Alarm System Review —	
Min. fee including 10 devices	\$60.00
System with > 10 devices—	\$60.00 + \$1.50/add. device
Fire Sprinkler System Review —	
Min. fee including up to 50 heads	\$80.00
System with > 50 heads	\$80.00 + \$1.00/add. head
Other Trades:	
Ventilation Control Systems Review (Fire Hoods)	\$60.00
Automatic Fire Suppression System Review (Fire Hoods)	\$60.00
L.P. Gas / Natural Gas Installation Review	\$50.00
Flammable/Combustible Liquid Installation Review	\$50.00
Temporary Tank Installation/Review	\$50.00
<i>Penalty for starting work w/out a Fire Marshal permit</i>	<i>2 X permit fee</i>
Re-submittals	
<i>1st re-submittal</i>	<i>No charge</i>
<i>2nd re-submittal</i>	<i>\$110.00</i>
<i>3rd re-submittal</i>	<i>4 X original</i>
Re-inspection	
<i>1st re-inspection</i>	<i>\$55.00</i>
<i>Each additional thereafter</i>	<i>\$110.00</i>
After hours, weekend, or holiday inspections	
<i>2 hr. Min. fee paid in advance</i>	<i>\$110.00</i>
<i>Additional hourly fee</i>	<i>\$55.00</i>
Local Business Tax Receipt (LBTR) Inspection	\$25.00
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)	\$50.00 min.
Facility > 3,000 sq ft	\$50.00 + \$7.00/1,000 sq ft
	\$300.00 Max.
Address Assignment	\$10.00

Current Fee:**Proposed Fee:**

(3) Activity Permits. An inspection and plan review is required by the Fire Department to ensure proper design, installation, or permit compliance. A separate permit for a specific period of time shall be obtained for each location where such activities are performed; the activities and fees in Table F-3 shall apply.

Table F-3

Special Event Fire & Lifesafety Inspection	\$25.00
Carnivals and Fairs	\$50.00
Exhibit and Trade Shows	\$50.00
Pyrotechnics before a proximate audience	\$100.00
Pyrotechnic Location Plan Review	\$50.00
Temporary Sale of Sparklers Plan Review	\$50.00

(4) Fees for Other Services. When other services by the Fire Department are requested or required, the fees in Table F-4 shall be paid.

Table F-4**~~Fire/Rescue Standby Fee (Special Event)~~****~~3 Hour Minimum (for personnel)~~**

Fire Engine	\$50.00/hr
Rescue Unit	\$40.00/hr
Personnel (Firefighter/Paramedic/EMT)	\$30.00/hr

~~Ocean Rescue Lifeguard Standby~~**~~2 Guard—3 Hour Minimum~~**

Ocean Rescue Lifeguard	\$15.00/hr
<i>*1 guard/35 swimmers during events*</i>	

EMS Transport Billing

Basic Life Support (BLS)	\$470.00
Advanced Life Support (ALS)-1	\$635.00
Advanced Life Support (ALS)-2	\$660.00
Mileage	\$10.00/mile

(5) Annual Hazardous Materials Storage Permit Fee. The annual fee is \$100.00 per facility based on hazardous materials stored and identified by Code.

Table F-5

Annual Hazardous Materials Storage Permit Fee	\$100.00
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		<u>Current Fee:</u>	<u>Proposed Fee:</u>
General Plan Review:			
Commercial/Multi Family Structures		45% of Bldg Permit Fee	45% of Bldg Permit Fee
Site Plan Review (Technical Review Committee)		\$100.00	\$100.00
Fire Sprinkler System:			
Minimum fee for systems with up to 50 heads		\$80.00	\$80.00
Fee for systems with over 50 heads		\$80.00 plus \$1.00 per head over 50	\$80.00 plus \$1.00 per head over 50
Private Fire Service Water Mains (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
<u>Additional Hydrostatic Test Inspection:</u>			<u>\$54.00 each</u>
<u>(Note: Above Fees include cost of review, one hydrostatic test inspection, and one final inspection.)</u>			
Fire Pumps		\$60.00	\$60.00
Stand pipes (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
Fire Alarm:			
Minimum fee for FACP & 10 devices on the system		\$60.00	\$60.00

		<u>Current Fee:</u>	<u>Proposed Fee:</u>
Systems with a FACP & more than 10 initiating or notification devices		\$60.00 plus \$1.50 per device	\$60.00 plus \$1.50 per device
Commercial Kitchen Exhaust Hoods		\$60.00	\$60.00
Hood Fire Suppression System		\$60.00	\$60.00
Plans Re-Submittal fee:			
First re-submittal		N/C	N/C
Second re-submittal		\$110.00	\$110.00
Third re-submittal		4 x Original	4 x Original
Minor Revised Plan Review Following Approval			<u>\$40.00</u>
Review of NEW Plans after approval			<u>\$68.00</u>
Penalty for starting work without a Fire Marshal Permit		2 X permit fee	2 X permit fee
Re-inspection for unprepared sites:			
First re-inspection		\$55.00	\$55.00
Each additional unprepared re-inspection		\$110.00	\$110.00
After hours, weekend, or holiday inspection:			
Minimum fee paid in advance – 2 hours minimum		\$110.00	\$110.00
Additional per hour fee (after initial 2 hours)		\$55.00	\$55.00
(Note: Subject to availability)			
Annual Fire Inspections (for facilities required to hold a license to operate):			
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)		\$50.00 min.	\$50.00 min.
Facility > 3,000 sq ft		\$50.00+ \$7.00/1,000 sq ft	\$50.00+ \$7.00/1,000 sq ft
		\$300.00 Max.	\$300.00 Max.
Permits for Operations/Events/Other Services			
Address Assignments		\$10.00	\$10.00
Address Assignment Verification Letter			<u>\$10.00</u>
Aircraft Hangars		\$50.00	\$50.00
Aircraft Refueling Vehicles		\$50.00	\$50.00
Bonfires		\$100.00	\$100.00
Carnivals and Fairs		\$50.00	\$50.00
Cutting and Welding Operations		\$50.00	\$50.00
Explosives (blasting operations)		\$100.00	\$100.00
Fire Insurance Rating Verification Letter			<u>\$10.00</u>
Fireworks public displays		\$100.00	\$100.00
Hot Work Operations		\$50.00	\$50.00
Local Business Tax Receipt (LBTR) Inspection		\$25.00	\$25.00
Misc. Construction/Installation Permits (Tanks, Compressed Gas Systems, Pipelines, etc.)		\$50.00	\$50.00
Temporary Sale of Consumer Firework		\$50.00	\$50.00
Tents, Canopies, and Membrane structures		\$25.00	\$25.00
Other required permits (Florida Fire Prevention Code)			<u>\$50.00</u>
Special Event Services: (3 Hour Minimum for all personnel)			
Fire Engine		<u>\$50.00/hour</u>	<u>\$60.00/hour</u>
Ambulance		\$40.00/hour	\$40.00/hour
Firefighter/Paramedic/EMT		<u>\$30.00/hour</u>	<u>\$35.00/hour</u>
Ocean Rescue Lifeguard (2 Guard Minimum)		\$15.00/hour	\$15.00/hour
(Note: 1 guard per 35 swimmers during events)			
EMS Transport Billing			
Basic Life Support (BLS)		\$470.00	\$470.00
Advanced Life Support (ALS) 1		\$635.00	\$635.00
Advanced Life Support (ALS) 2		\$660.00	\$660.00
Mileage		\$10.00/mile	\$10.00/mile

FERNANDINA BEACH GOLF CLUB:**Daily Fees**

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Member Walk Fee (Per 9)	\$4.50	\$4.82	\$4.50	\$4.82
Member Walk Fee (Per 18)	\$9.00	\$9.63	\$9.00	\$9.63

Daily Greens Fees

Junior Green Fee (Per 18)	\$12.00	\$12.84	\$12.00	\$12.84
Junior Green Fee (Per 9)	\$6.00	\$6.42	\$6.00	\$6.42

Weekday (Per 9)	\$16.00	\$17.12	<u>\$19.00</u>	<u>\$20.33</u>
Weekday (Per 18)	\$21.00	\$22.47	<u>\$24.00</u>	<u>\$25.68</u>
Weekend (Per 9)	\$21.00	\$22.47	<u>\$23.00</u>	<u>\$24.61</u>
Weekend (Per 18)	\$26.00	\$27.82	<u>\$28.00</u>	<u>\$29.96</u>

Driving Range

Small	\$4.00	\$4.28	<u>\$6.00</u>	<u>\$6.42</u>
Medium				
Large	\$7.00	\$7.49	<u>\$9.00</u>	<u>\$9.63</u>

Club Rentals

Junior	\$15.00	\$16.05	\$15.00	\$16.05
9 Holes	\$20.00	\$21.40	\$20.00	\$21.40
18 Holes	\$30.00	\$32.10	\$30.00	\$32.10

Membership (A)

· Reserve tee times 14 days prior to playing				
· \$21.00 member fee (18 holes)	\$21.00	\$22.47	\$21.00	\$22.47
· \$16.00 Twilight Member Fee	\$16.00	\$17.12	\$16.00	\$17.12
· \$10.50 member fee (9 holes)	\$10.50	\$11.24	\$10.50	\$11.24
· \$9.00 walking fee (18 holes)	\$9.00	\$9.63	\$9.00	\$9.63
· \$4.50 walking fee (9 holes)	\$4.50	\$4.82	\$4.50	\$4.82
· 10% off non-sale items in Pro Shop (Soft Goods)				
· 10% off non-sale items in Pro Shop (Hard Goods)				
· 10% off Food & Beverage				
· 2 Free Guest Passes				
· 50% off Range Balls				
· Monthly Member Loyalty Calendar				
· Member Event Calendar				

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Junior / City Resident (Annual)	\$125.00	\$133.75	\$125.00	\$133.75
Senior / City Resident (Annual)	\$600.00	\$642.00	\$600.00	\$642.00
(Monthly dues)	\$52.00	\$55.64	\$52.00	\$55.64
Single / City Resident (Annual)	\$675.00	\$722.25	\$675.00	\$722.25
(Monthly dues)	\$57.00	\$60.99	\$57.00	\$60.99
Couple City Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$89.00	\$95.23	\$89.00	\$95.23
Senior Couple City Resident (Annual)	\$925.00	\$989.75	\$925.00	\$989.75
(Monthly dues)	\$79.00	\$84.53	\$79.00	\$84.53
Junior / Non Resident (Annual)	\$175.00	\$187.25	\$175.00	\$187.25
Senior / Non Resident (Annual)	\$700.00	\$749.00	\$700.00	\$749.00
(Monthly dues)	\$64.00	\$68.48	\$64.00	\$68.48
Single / Non Resident (Annual)	\$775.00	\$829.25	\$775.00	\$829.25
(Monthly dues)	\$67.00	\$71.69	\$67.00	\$71.69
Couple Non Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
Senior Couple Non Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$89.00	\$95.23	\$89.00	\$95.23
(Monthly dues requires one year contract)				

Membership (B)

Beach Card	\$69.99	\$74.89	\$69.99	\$74.89
· Reserve tee times 7 days in advance of playing				
· 18 holes/cart - \$29.00				
· 18 holes/cart after twilight (1 PM) - \$24.00				
· 18 holes walking - \$18.00				
· 9 holes/cart - \$20.00				
· 9 holes walking - \$12.00				

Membership (C)

Unlimited Golf	\$3,500.00	\$3,745.00	<u>\$3,000.00</u>	<u>\$3,210.00</u>
Unlimited Range Balls				
(Monthly)	\$280.00	\$299.60		
Monthly dues (with 12 month contract)	\$295.00	\$315.65	<u>\$255.00</u>	<u>\$272.85</u>
Monthly dues (with 5 month contract)			<u>\$295.00</u>	<u>\$315.65</u>

Membership (D)

Player Development Program				
· Unlimited Range Balls everyday				
· \$14 cart fee only golf everyday after twilight				
Single (billed monthly)	\$29.99	\$32.09	\$29.99	\$32.09
Member Pricing (Unlimited Range balls) Annually	\$120.00	\$128.40	\$120.00	\$128.40

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
<u>Membership Family</u>				
<u>City Resident</u>	\$1,250.00	\$1,337.50	\$1,250.00	\$1,337.50
<u>Non-City Resident</u>	\$1,350.00	\$1,444.50	\$1,350.00	\$1,444.50

Families all living at the same address

Children up to the age of 24 years old at the time of purchase

- Reserve tee times 14 days prior to playing
- \$21.00 Member Cart fee (18 holes)
- \$16.00 Twilight Member Cart Fee
- \$10.50 Member Cart fee (9 holes)
- \$9.00 Walking fee (18 holes)
- \$4.50 Walking fee (9 holes)
- 10% off non-sale items in Pro Shop (Soft Goods)
- 10% off non-sale items in Pro Shop (Hard Goods)
- 10% off Food & Beverage
- 2 Free Guest Passes
- 50% off Range Balls
- Monthly Member Loyalty Calendar
- Member Event Calendar

Cart Fees

Cart Fee (Per 9)	\$10.50	\$11.24	\$10.50	\$11.24
Cart Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47

Employee Fees

City Employee Fee (Per 9)	\$12.00	\$12.84	\$12.00	\$12.84
City Employee Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47
City Employee Walking Fee (per 9)	\$5.00	\$5.35	\$5.00	\$5.35

All regular full-time employees and retired employees with 25 years of service are eligible to play golf (w/cart) at the City Course with a surcharge per eighteen holes played. This privilege is subject to availability.

Banquet Facility Rental:

Up to 50 People

51 to 100 people

Over 100 people

Current Fee:**With 7% Tax****Proposed Fee:****With 7% Tax**~~\$300.00~~~~\$321.00~~\$350.00\$374.50~~\$400.00~~~~\$428.00~~\$450.00\$481.50~~\$500.00~~~~\$535.00~~\$550.00\$588.50**Conference Room:**

½ day rental (4 hours or less)

Full day (4 hours more)

~~\$50.00~~~~\$53.50~~\$75.00\$80.25~~\$100.00~~~~\$107.00~~\$125.00\$133.75**Dance Floor**

\$150.00

\$160.50

\$150.00

\$160.50

Ceremony Fee

\$500.00

\$535.00

\$500.00

\$535.00

IMPACT FEES**Current Fees:**

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

Proposed Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

CITY MANAGER'S OFFICE

Horseback Riding Permits

Current Fee:

\$25.00

Proposed Fee:

\$25.00

FERNANDINA HARBOR MARINA**Current Fee:****Proposed Fee:****Recreational Vessel Dockage Rates:**

Daily – Internal Slips	\$ 1.25/foot	<u>\$ 1.35/foot</u>
Daily – Breakwater	\$ 2.00/foot	\$ 2.00/foot
Short Term/Hourly	\$ 0.20/foot/3hour	
<u>Short-term up to three hours - vessels < 25 feet</u>		<u>\$5.00</u>
<u>Short-term up to three hours - vessels > 25 feet</u>		<u>\$10.00</u>
Weekly – Internal Slips	\$ 6.50/foot	<u>\$ 6.75/foot</u>
Weekly – Breakwater	\$10.50/foot	<u>\$ 12.50/foot</u>
Monthly - Internal Slips	\$13.50/foot	<u>\$ 14.50/foot</u>
*Monthly - Breakwater	\$16.75/foot	\$16.75/foot
** Premium Marina Locations		<u>\$ 19.25/foot</u>

*Only available in the off-season determined by Marina Management

** Locations determined by Marina Management

Mooring Fees:

Daily:	\$ 20.00/vessel	<u>\$ 25.00/vessel</u>
Weekly:	\$ 105.00/vessel	<u>\$ 150.00/vessel</u>
Monthly:	\$ 360.00/vessel	<u>\$ 495.00/vessel</u>

Commercial Vessels Premium:

(A commercial vessel is defined as a vessel registered as a commercial vessel and/or picking up paying 10% premium charged on all categories of dockage

Commercial Access Fee (for daily, pick-up and drop-off):

Daily dockage rate PLUS Access Fee as follows:

Vessels up to 45 feet	\$15.00/per day	<u>\$ 35.00 per day</u>
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	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Vessels 46 feet and over	<u>\$ 2.25/foot/per day</u>	<u>\$ 2.50/foot/per day</u>
<u>Annual Pick Up/Drop Off for Vessels < 45 feet</u>	\$1,200.00 per fiscal year	\$1,200.00 per fiscal

Live Aboard:

Monthly (two-person maximum)	<u>\$200.00/month</u>	<u>\$ 300.00/month</u>
Additional cost per person	<u>\$100.00/month</u>	<u>\$ 150.00/month</u>

Dingy Dockage:

	<u>Current Fee:</u>			<u>Proposed Fee:</u>	
(Vessels up to 10 feet maximum)	Daily	Weekly	Monthly	Daily	Weekly
Dockage Only	\$3.00	\$15.00	\$50.00	\$3.00	\$15.00
With Showers	\$7.00	\$35.00	\$90.00	\$7.00	\$35.00
With Captain's Lounge Access ADD	\$10.00	\$50.00	N/A	\$10.00	\$50.00

Utilities:

ELECTRICITY

	<u>Current Fee:</u>			<u>*Proposed Fee:</u>	
	110volt/30amp	220v/50a	110volt/30amp	220v/50a	<u>220v/100a</u>
Daily	\$5.00	\$10.00	\$5.00	\$10.00	<u>\$25.00</u>
Weekly	\$30.00	\$60.00	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$100.00</u>
Monthly	Per Meter	Per Meter	<u>\$60.00</u>	<u>\$120.00</u>	<u>\$350.00</u>
Live-Aboard	Per Meter	Per Meter	<u>\$100.00</u>	<u>\$185.00</u>	<u>\$685.00</u>

* Fees are minimum amounts. Excessive electrical usage, as determined by Marina Management, will be billed appropriately.

Merchandise/Docking Agreement/Events:

The City Manager or his designee shall be authorized, and is responsible for the establishment of operational procedures for marina services, merchandise, and berthing agreements that are not otherwise provided herein, including the following:

1. Fuel prices and quantity discounts;
2. Concession and mooring pricing;
3. Dockage and mooring agreements and seasonal discount pricing;
4. Special events, holidays, and high demand daily and weekly dockage and mooring pricing;

5. Special commercial activity, not defined in the standard fees;
6. Merchandise pricing and incentive discount pricing;
7. Live-aboard surcharge;
8. All other items not specifically addressed herein, necessary for the effective and profitable operation

SECTION 1.

Vessels will be assessed, and shall pay, the approved fees and rates as described herein, unless otherwise exempted by the City Commission with a franchise agreement.

SECTION 2.

All dockage and mooring rates and fees shall be determined increase annually, based on the CONSUMER PRICE INDEX (CPI), Southern Region. All other fees, (including, but not limited to electricity) shall be increased based on current market and economic conditions.

PARKS AND RECREATION

Program:

Current Fee:

Proposed Fee:

AQUATICS

Pool

Daily public swim:	\$3.00 City \$5.00 Non-City	\$3.00 City \$5.00 Non-City
Daily lap swim	\$3.00 City \$5.00 Non-City	\$3.00 City \$5.00 Non-City
Individual monthly pool pass	\$30.00 City \$38.00 Non-City	\$30.00 City \$38.00 Non-City
Couples monthly pool pass	\$50.00 City \$63.00 Non-City	\$50.00 City \$63.00 Non-City
Family monthly pool pass	\$65.00 City \$81.00 Non-City	\$65.00 City \$81.00 Non-City
Individual 4 month pool pass	\$90.00 City \$113.00 Non-City	\$90.00 City \$113.00 Non-City
Couples 4 month pool pass	\$150.00 City \$188.00 Non-City	\$150.00 City \$188.00 Non-City
Family 4 month pool pass	\$195.00 City \$244.00 Non-City	\$195.00 City \$244.00 Non-City
Individual 12 month pool pass	\$225.00 City \$281.00 Non-City	\$225.00 City \$281.00 Non-City
Couple 12 month pool pass	\$375.00 City \$469.00 Non-City	\$375.00 City \$469.00 Non-City
Family 12 month pool pass	\$488.00 City \$610.00 Non-City	\$488.00 City \$610.00 Non-City

Pool Rental

Private pool rental, 2hrs	City \$90.00 (\$35.00 each addl. Hr) 1 guard City \$110.00 (\$45.00 each addl. Hr) 2 guards City \$130.00 (\$55.00 each addl. Hr) 3 guards	City \$90.00 (\$35.00 each addl. Hr) 1 guard City \$110.00 (\$45.00 each addl. Hr) 2 guards City \$130.00 (\$55.00 each addl. Hr) 3 guards
Private pool rental, 2hrs	Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards	Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards

Swim Lessons

Swim lessons, levels 1 and 2 and stroke clinics (1 wk.)	\$45.00 City \$56.00 Non-City	\$45.00 City \$56.00 Non-City
Swim lessons, levels 3 and 4 (2 wks.)	\$65.00 City \$81.00 Non-City	\$65.00 City \$81.00 Non-City
Private swim lessons, 1 session	\$25.00 City	\$25.00 City

Program:

Private swim lessons, 4 sessions

Current Fee:

\$31.00 Non-City

\$75.00 City

\$94.00 Non-City

Proposed Fee:

\$31.00 Non-City

\$75.00 City

\$94.00 Non-City

Aquatic Camps**Water Aerobics**

Daily water aerobics, 1 class

\$5.00 City

\$5.00 City

\$6.00 Non-City

\$6.00 Non-City

Monthly water aerobics (1 class per day, any class)

\$50.00 City

\$50.00 City

\$63.00 Non-City

\$63.00 Non-City

Monthly water aerobics (2 classes per day, any classes)

\$65.00 City

\$65.00 City

\$81.00 Non-City

\$81.00 Non-City

Monthly water aerobics, MW pm classes only

\$30.00 City

\$30.00 City

\$38.00 Non-City

\$38.00 Non-City

POOL/WEIGHT ROOM COMBINATIONS

Fitness-Weight Room/Pool Pass 1 Month Individual

\$45.00 City

\$45.00 City

\$56.00 Non-City

\$56.00 Non-City

Fitness-Weight Room/Pool Pass 1 Month Couple

\$65.00 City

\$65.00 City

\$74.00 Non-City

\$74.00 Non-City

Fitness-Weight Room/Pool Pass 1 Month Family

\$85.00 City

\$85.00 City

\$105.00 Non-City

\$105.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Individual

\$135.00 City

\$135.00 City

\$169.00 Non-City

\$169.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Couple

\$225.00 City

\$225.00 City

\$281.00 Non-City

\$281.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Family

\$275.00 City

\$275.00 City

\$344.00 Non-City

\$344.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Individual

\$338.00 City

\$338.00 City

\$423.00 Non-City

\$423.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Couple

\$563.00 City

\$563.00 City

\$704.00 Non-City

\$704.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Family

\$735.00 City

\$735.00 City

\$919.00 Non-City

\$919.00 Non-City

WATER AEROBIC/WEIGHT ROOM COMBINATIONS

Monthly Water Aerobic/Weight Room Pass

\$65.00 City

\$65.00 City

\$81.00 Non-City

\$81.00 Non-City

Monthly Water Aerobic(2)/Weight Room Pass

\$80.00 City

\$80.00 City

\$100.00 Non-City

\$100.00 Non-City

Monthly Water Aerobic/Weight Room Pass M/W ONLY

\$45.00 City

\$45.00 City

Monthly Water Aerobic/Weight Room Pass M/W ONLY

\$56.00 Non-City

\$56.00 Non-City

Program:**Current Fee:****Proposed Fee:****FITNESS ROOMS**

Atlantic Fitness Room/Peck weight room daily use	\$3.00 City \$5.00 Non-City	\$3.00 City \$5.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Individual	\$25.00 City \$31.00 Non-City	\$25.00 City \$31.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Couple	\$33.00 City \$41.00 Non-City	\$33.00 City \$41.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Family	\$45.00 City \$56.00 Non-City	\$45.00 City \$56.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Individual	\$75.00 City \$94.00 Non-City	\$75.00 City \$94.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Couple	\$99.00 City \$124.00 Non-City	\$99.00 City \$124.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Family	\$135.00 City \$169.00 Non-City	\$135.00 City \$169.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Individual	\$188.00 City \$235.00 Non-City	\$188.00 City \$235.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Couple	\$248.00 City \$310.00 Non-City	\$248.00 City \$310.00 Non-City
Atlantic Fitness Room/ Peck Weight Room 12 Month Family	\$338.00 City \$423.00 Non-City	\$338.00 City \$423.00 Non-City

Scuba

Try Diving Experience, Individual	\$50.00 City \$62.00 Non-City	\$50.00 City \$62.00 Non-City
Try Diving Experience, Couple (friend or family)	\$80.00 City \$100.00 Non-City	\$80.00 City \$100.00 Non-City
Try Diving Experience, Group, up to 6 (friend or family)	\$150.00 City \$188.00 Non-City	\$150.00 City \$188.00 Non-City
PADI Open Water Scuba, eLearner	\$205.00 all	<u>\$120.00 all</u>

CEMETERY

Cemetery lots	\$1,300.00 City \$1,625.00 Non-City	\$1,300.00 City \$1,625.00 Non-City
Tree Lot (for cremated internments only)	\$435.00 City \$544.00 Non-City	\$435.00 City \$544.00 Non-City
Deed Transfer Fee	\$50.00	<u>\$75.00</u>
Burial Permits (includes disinterment)	\$40.00	\$40.00
Monument Permits	\$40.00	\$40.00
<u>Perpetual Care fee in ancient section</u>		<u>\$455.00</u>

Program:**GYM/BASKETBALL CLINICS**

Daily gym use

Current Fee:

\$2.00 City

\$5.00 Non-City

Proposed Fee:

\$2.00 City

\$5.00 Non-City

RENTALS**Rooms (Wifi Included)**

Atlantic auditorium commercial full day

~~\$975.00/Includes kitchen and wifi~~\$1,250.00/includes kitchen

Atlantic auditorium commercial half day

\$625.00/Includes kitchen and wifi

\$625.00/includes kitchen

Atlantic auditorium private full day

~~\$500.00/includes kitchen and wifi~~\$700.00/includes kitchen~~\$625.00/includes kitchen and wifi~~\$876.00/includes kitchen

Atlantic auditorium private half day

\$350.00/includes kitchen and wifi

\$350.00/includes kitchen

\$438.00/includes kitchen and wifi

\$438.00/includes kitchen

Atlantic auditorium civic full day

~~\$275.00/includes kitchen and wifi~~\$450.00/includes kitchen

Atlantic auditorium civic half day

\$225.00/includes kitchen and wifi

\$225.00/includes kitchen

MLK auditorium commercial full day

~~\$550.00/ includes kitchen and wifi~~\$790.00/includes kitchen

MLK auditorium commercial half day

\$395.00/includes kitchen and wifi

\$395.00/includes kitchen

MLK auditorium private full day

~~\$290.00/includes kitchen and wifi City~~\$420.00/includes kitchen~~\$363.00/includes kitchen and wifi Non-City~~\$526.00/includes kitchen

MLK auditorium private half day

\$210.00/includes kitchen and wifi City

\$210.00 City/includes kitchen

\$263.00/includes kitchen and wifi Non-City

\$263.00 Non-City/includes kitchen

MLK auditorium civic full day

~~\$185.00/includes kitchen and wifi~~\$262.00/includes kitchen

MLK auditorium civic half day

\$131.00/includes kitchen and wifi

\$131.00/includes kitchen

Peck gym commercial full day

~~\$600.00/includes wifi~~\$800.00/includes kitchen

Peck gym commercial half day

\$350.00/includes wifi

\$350.00

Peck gym private full day

~~\$275.00 City/includes wifi~~\$600.00 City~~\$344.00 Non-City/includes wifi~~\$720.00 Non-City

Peck gym private half day

~~\$200.00 City/includes wifi~~\$300.00 City~~\$250.00 Non-City/includes wifi~~\$360.00 Non-City

Peck gym civic full day

~~\$150.00/includes wifi~~\$350.00

Peck gym civic half day

~~\$100.00/includes wifi~~\$175.00

Peck reception commercial full day

~~\$300.00/includes wifi~~\$450.00

Peck reception commercial half day

~~\$180.00/includes wifi~~\$225.00

Peck reception private full day

~~\$140.00 City/includes wifi~~\$300.00 City~~\$175.00 Non-City/includes wifi~~\$360.00 Non-City

Peck reception private half day

~~\$100.00 City /includes wifi~~\$150.00 City~~\$125.00 Non-City/includes wifi~~\$180.00 Non-City

Peck reception civic full day

~~\$80.00/includes wifi~~\$150.00

Peck reception civic half day

~~\$45.00/includes wifi~~\$75.00

Peck auditorium commercial full day

~~\$500.00/includes wifi~~\$650.00

Peck auditorium commercial half day

~~\$300.00/includes wifi~~\$325.00

Peck auditorium private full day

~~\$250.00 City/includes wifi~~\$400.00 City~~\$313.00 Non-City/includes wifi~~\$540.00 Non-City

<u>Program:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Peck auditorium private half day	\$200.00 City/includes wifi	<u>\$225.00 City</u>
	\$250.00 Non-City/includes wifi	<u>\$270.00 Non-City</u>
Peck auditorium civic full day	\$150.00/includes wifi	<u>\$300.00</u>
Peck auditorium civic half day	\$80.00/includes wifi	<u>\$150.00</u>
Attendant fee	\$20.00/hour	\$20.00/hour
<u>Additional rental time</u>		<u>\$100.00/hr</u>
	Kitchen included in MLK and Atlantic Auditorium	
Kitchen	Rentals	
Sound system (Atlantic and Peck Auditorium)	\$50.00/day	\$50.00/day
Athletic Fields		
Civic Rate	\$50.00/field	<u>\$75.00</u>
Commercial rate	\$300.00/field	<u>\$200.00</u>
Private use day	\$75.00/field City	<u>\$100.00</u>
	\$94.00/field Non-City	<u>\$125.00</u>
Private use night	\$150.00 City/field includes lights	\$150.00 City/field includes lights
	\$188.00 Non-City/field includes lights	\$188.00 Non-City/field includes lights
Civic Rate night	\$100.00/field includes lights	<u>\$150.00/field lights included</u>
Lights	\$17.00/hour	<u>\$20.00/hour</u>
<u>Field Prep</u>		<u>\$100.00</u>
Marquee	\$10.00/day/side (upon availability only)	<u>\$20.00/day/side (upon availability only)</u>
<u>Marquee (renter)</u>		<u>\$15.00/day/side (upon availability only)</u>
<u>Marquee (commercial advertising)</u>		<u>\$50.00/day/side (upon availability only)</u>
Attendant fee	\$20.00/hour	\$20.00/hour
Park Pavilions, Green Space, Parking Lots		
Park pavilions full day	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
<u>Park pavilion full day (with available electricity)</u>		<u>\$75.00</u>
		<u>\$93.75</u>
Park pavilions half day	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
<u>Park pavilion half day (with available electricity)</u>		<u>\$50.00</u>
		<u>\$62.50</u>
Open/Green Space Half Day Private Use	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Open/Green Space Full Day Private Use	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Open/Green Space Half Day Commercial Use	\$25.00 City	\$25.00 City
Open/Green Space Full Day Commercial Use	\$31.00 Non-City	\$31.00 Non-City
Open/Green Space Half Day Non-Profit (free public event)	\$25.00 City	\$25.00 City

Program:

Open/Green Space Full Day Non-Profit (free public event)
~~Open/Green Space Half Day City Non-Profit (free public event)~~
~~Open/Green Space Full Day City Non-Profit (free public event)~~
 Open/Green Space Half Day Non-Profit Fundraiser
 Open/Green Space Full Day Non-Profit Fundraiser
~~Skate Park Daily Pass~~

Current Fee:

\$31.00 Non-City
 Free
 Free
 \$200.00
 \$300.00

Proposed Fee:

\$31.00 Non-City

 \$200.00
 \$300.00

SCHOOL, AFTER SCHOOL AND CAMP

After School Program - 3 or more days

~~\$55.00/wk. City~~
~~\$45.00/wk Additional Siblings City~~
~~\$68.00/wk. Non-City~~
~~\$58.00 Additional Siblings Non-City~~

\$60.00 City/wk
\$50.00 City/wk additional siblings
\$74.00 Non-City/wk
\$64.00 Non-City/wk additional siblings

After School - Daily Rate

\$23.00 City/day
\$15.00 City/day additional siblings
\$31.00 Non-City/day
\$21.00 Non-City/day additional siblings

After School tutoring center

~~\$15.00/week~~
~~\$15.00/wk additional sibling~~

\$20.00/week
\$15.00/week additional siblings

Summer Learning Center

\$100.00/per session

\$100.00/per session

Full-time day care/Pre-K- 3 or more days

\$100.00/wk. City
 \$90.00/wk Additional Sibling City
 \$125.00/wk. Non-City
 \$115.00/wk Additional Sibling Non-City

\$100.00/wk. City
 \$90.00/wk Additional Siblings City
 \$125.00/wk. Non-City
 \$115.00/wk Additional Siblings Non-City

Pre-K Full Day Daily Rate

~~\$28.00 City~~
~~\$18.00 Additional Sibling City~~
~~\$35.00 Non-City~~
~~\$25.00 Additional Sibling Non-City~~

\$33.00 City
\$23.00 City/additional siblings
\$41.00 Non-City
\$31.00 Non-City/additional siblings

Pre K Half Day / -3 days or more

\$50.00/wk. City
 \$40.00 /wk Additonal Sibling City
 \$63.00/wk. Non-City
 \$53.00/wk Additonal Sibling Non-City

\$50.00/wk. City
 \$40.00 /wk Additonal Siblings City
 \$63.00/wk. Non-City
 \$53.00/wk Additonal Siblings Non-City

Half Day Pre-School/Pre-K- Daily Rate

~~\$18.00 City~~
~~\$10.00 Additional Sibling~~
~~\$25.00 Non-City~~
~~\$15.00 Additonal Sibling Non-City~~

\$23.00 City
\$15.00/additional siblings
\$31.00 Non-City
\$21.00 Non-City/additional siblings

Program:**Current Fee:****Proposed Fee:**

Summer camp

~~\$85.00/wk. City-~~
~~\$75/additional sibling~~
~~\$106.00/wk. Non-City-~~
~~\$96/additional sibling~~

\$90.00 City/wk
\$80.00 City/additional siblings
\$112.00 Non-City/wk
\$102.00/additional siblings

Summer camp drop-in Daily Rate

~~\$28.00/day City-~~
~~\$18.00 Additional Siblings City~~
~~\$35.00/day Non-City-~~
~~\$25.00 Additional Siblings Non-City~~

\$33.00 City/day
\$23.00/additional siblings
\$41.00 Non-City/day
\$31.00/additional siblings

SPECIAL EVENTS

Special Events Permit

\$100.00

\$100.00

Banner Permit (Center/8th; Lime/8th; Pole)

\$50.00 for up to 3 locations

\$50.00 for up to 3 locations

Banner Hanging Fee (Centre and 8th)

\$75.00

\$75.00

Banner Hanging Fee (Lime and 8th)

\$50.00

\$50.00

Pole Banner Hanging Fee

\$10.00/pole

\$10.00/pole

Tent Permit

\$40.00 for up to 4 Tents

\$40.00 for up to 4 Tents

Parking Lot Half Day Private Use

\$100.00 City

\$100.00 City

\$125.00 Non-City

\$125.00 Non-City

Parking Lot Full Day Private Use

\$150.00 City

\$150.00 City

\$188.00 Non-City

\$188.00 Non-City

Parking Lot Half Day Commercial Use

\$500.00

\$500.00

Parking Lot Full Day Commercial Use

\$750.00

\$750.00

Parking Lot Half Day Non-Profit (free public event)

\$150.00

\$150.00

Parking Lot Full Day Non-Profit (free public event)

\$225.00

\$225.00

Parking Lot Half Day City Non-Profit (free public event)

Free

Free

Parking Lot Full Day City Non-Profit (free public event)

Free

Free

Parking Lot Half Day Non-Profit Fundraiser

\$200.00

\$200.00

Parking Lot Full Day Non-Profit Fundraiser

\$300.00

\$300.00

Barricades

\$17.00/barricade

\$17.00/barricade

Cones

\$2.00/cone

\$2.00/cone

Water Usage for Parks

\$75.00/day City

\$75.00/day City

\$94.00/day Non-City

\$94.00/day Non-City

Power Usage Fee

Usage Amount (\$75.00/day minimum) City

Usage Amount (\$75.00/day minimum) City

Usage Amount (\$94.00/day minimum) Non-City

Usage Amount (\$94.00/day minimum) Non-City

Commercial running/biking events

\$5.00/person

\$5.00/person

Overnight Parking Fee

\$25.00/vehicle

\$25.00/vehicle

Restroom Cleaning\$25.00/hour

PLANNING**Board of Adjustment**

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Administrative Appeal	\$450.00	\$450.00
Variance - Residential	\$850.00	\$850.00
Variance - Non-Residential	\$1,000.00	\$1,000.00

Historic District Council

Certificate of Approval: Staff	\$20.00	\$20.00
Certificate of Approval Board - Residential	\$200.00	\$200.00
Certificate of Approval Board - Commercial	\$250.00	\$250.00
Demolition of Primary Structure - Non-Contributing	\$300.00	\$300.00
Demolition of Primary Structure - Contributing	\$750.00	\$1,200.00
Variance - Residential	\$850.00	\$850.00
Variance - Non-Residential	\$1,000.00	\$1,000.00
After-the-fact approval for Board C.O.A.	\$750.00	\$1,000.00
After-the-fact approval for Staff C.O.A.	\$50.00	\$80.00
Newsrack Fee (New Location)	\$15.00	\$15.00
Newsrack Fee (Annual Renewal)	\$15.00	\$15.00

Planning Advisory Board

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

Re-Plat / Preliminary Plat (less than 20 units)	\$1,000.00	\$1,000.00
Re-Plat / Preliminary Plat (20+ units)	\$1,600.00	\$1,600.00
Re-Plat / Final Plat	\$850.00	\$850.00

Vacate/ Open Public right-of-way	\$1,700.00	\$1,700.00
New Telecommunications Structure	\$2,000.00	\$2,000.00
Collocation or Modification of Existing Structure	\$1,000.00	\$1,000.00
Small Cell outside ROW (per application)	\$500.00	\$500.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$400.00	\$400.00
<u>Technical Review Committee</u>		
TRC Engineering Review (consultant hourly rate)	\$125.00	\$125.00
TRC Staff Review Application Fee:	No fee for Pre-application submittals	No fee for Pre-application submittals
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project construction cost (maximum \$3,000.00)	\$400.00 + 2% of project construction cost (maximum \$3,000.00)
3 rd and subsequent resubmittals	\$400 each	\$400 each
<u>Site Infrastructure Permit</u>		
First \$1,000 of job cost	\$160.00	\$160.00
Plus for each additional \$1,000 of job cost	\$14.00	\$14.00
Tree Protection and Site Inspection Fee	\$25.00	\$25.00
<u>Tree Removal Permit Fees</u>		
<u>Fees:</u>		
Base Fee, up to 3 trees	\$300.00	\$300.00
Each Additional Tree	\$85.00	\$85.00
Maximum Fee (less than 5 acres)	\$15,000.00	\$15,000.00
Maximum Fee (greater than 5 acres)	\$30,000.00	\$30,000.00
In Lieu Fee	\$85 per inch (based on planting a 3" tree = \$255)	\$85 per inch (based on planting a 3" tree = \$255)
<u>Zoning Review Permit</u>		
Non-structural fence	\$50.00	\$50.00
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-aluminum)	\$100.00 (all others require General Building Permit + fees)	\$100.00 (all others require General Building Permit + fees)
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$100.00 (all others require General Building Permit + fees)	\$100.00 (all others require General Building Permit + fees)
After-the-Fact Zoning Permit	\$200.00	\$200.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Administrative</u>		
Plan Review (as connected to issuance of building permits)	\$100.00	\$100.00
<u>Expedited Plan Review - as connected to issuance of building permits (5 business days)</u>		<u>\$300.00</u>
DEP Letter plus 1 Revision	\$100.00	\$100.00
DEP Letter – 2nd and later Revisions	\$25.00	\$25.00
Zoning sign off for alcoholic beverage license	\$25.00	\$25.00
Zoning Certification Letter	\$75.00	\$75.00
Due Diligence Letter	\$250.00	\$250.00
Minor Subdivision/ Lot Line Adjustment	\$400.00	\$400.00
Context Sensitive Review Determination	\$400.00	\$400.00
NSF Check Fee (up to)	\$40.00	\$40.00
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	\$25.00
Land Development Code	\$35.00	\$35.00
CRA Design Guidelines	\$25.00	\$25.00
Design Guidelines for Downtown or Old Town	\$25.00	\$25.00
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	\$25.00 flat fee + cost of copies
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	\$2.00
Map: 11 x 17	\$5.00	\$5.00
Map: 17 x 22 (black and white only)	\$10.00	\$10.00
Map: 24 x 36 (black and white only)	\$20.00	\$20.00
Map: 34 x 42 (black and white only)	\$40.00	\$40.00
Additional Map copies	1/2 Price	1/2 Price
SHAPE Files	\$35.00	\$35.00
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$400.00	\$400.00
Administrative Waiver (Tree Protection)	\$25.00	\$25.00
		*Replace with code requirement to obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.
	*Replace with code requirement to obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.	reviewed by appropriate agencies including Nassau County and FDOT.
Amendment to Development Order	1/2 of original application fee	1/2 of original application fee
Planning/Zoning Construction Plan Review	\$150.00	\$150.00
<u>Parking in Lieu Fee (surface space)*payment to be made at time of building permit issuance</u>	\$2,000.00	\$2,000.00
<u>Parking in Lieu Fee (structured space)*payment to be made at time of building permit issuance</u>	\$9,000.00	\$9,000.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Temporary Use</u>		
As provided in LDC Section 5.02.00		
Seasonal Sales	\$100.00	\$100.00
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	\$25.00
Construction Trailer / Model Home / Sales Office	\$100.00	\$100.00
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$100.00 + \$35.00 + \$25.00	\$100.00 + \$35.00 + \$25.00
<u>Signs</u>		
Value of sign:		
\$0-\$100.00	\$60.00	\$60.00
\$101.00-\$500.00	\$70.00	\$70.00
\$501.00-\$1,000.00	\$80.00	\$80.00
plus for each \$1,000.00	\$7.00	\$7.00
30-Day Temporary Banner	\$30.00	\$30.00
Pickup of Illegal Signs	\$25.00	\$25.00
Centre Street Directional Sign	\$20.00	\$20.00

POLICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Copy of Accident or Police Reports	\$2.00	\$2.00
Fingerprints	\$5.00	\$5.00

SANITATION:

City of Fernandina Beach							
Effective September 1, 2019							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	16.52 \$17.11	33.04 \$34.22	49.56 \$51.33	66.08 \$68.44	82.60 \$85.55	99.12 \$102.66	115.64 \$119.77
2 Yard Dumpsters	50.02 \$51.80	100.04 \$103.60	150.06 \$155.40	200.08 \$207.20	250.10 \$259.00	300.12 \$310.80	350.14 \$362.60
4 Yard Dumpsters	100.02 \$103.57	200.04 \$207.14	300.06 \$310.71	400.08 \$414.28	500.10 \$517.85	600.12 \$621.42	700.14 \$724.99
6 Yard Dumpsters	150.04 \$155.37	300.08 \$310.74	450.12 \$466.11	600.16 \$621.48	750.20 \$776.85	900.24 \$932.22	1050.28 \$1087.59
8 Yard Dumpsters	200.05 \$207.15	400.10 \$414.30	600.15 \$621.45	800.20 \$828.60	1000.25 \$1035.75	1200.30 \$1242.90	1400.35 \$1450.05
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	3.85 \$3.99	11.29 \$11.69	22.58 \$23.38	33.87 \$35.07	45.16 \$46.76		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$272.05-\$281.71 per pull plus disposal charges			
Compactor Service Rate				\$294.05-\$304.49 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste						
1 Toter	20.85 \$21.59						
2 Toter	41.70 \$43.18						
1 Toter with Roll Out/In Service	34.39 \$35.61						
2 Toters with Roll Out/In Service	68.78 \$71.22						
Excess Charges							
Appliances and White Goods per item	15.40 \$15.95						

⁽¹⁾ The refuse contract between the City and Advanced Disposal allows for an annual increase.

STORMWATER**STORMWATER SERVICE MISCELLANEOUS SERVICE CHARGES**

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Residential Single Family	Per residential unit	\$12.00	\$12.00
Residential Single Family w/ Private stormwater system	Per residential unit	\$6.00	\$6.00
Residential Multi-Family	Per residential unit	\$6.00	\$6.00
Residential Multi-Family w/ Private stormwater system	Per residential unit	\$3.00	\$3.00
Commercial	Per commercial unit	\$12.00	\$12.00
Commercial w/ Private stormwater system	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial w/ Private stormwater system	Per commercial unit	\$3.00	\$3.00
Late Payment Fee	Amount of Unpaid Utility Bill	1.5% Rate Monthly	1.5% Rate Monthly

STREETS

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Extended Downtown Public Parking Permit for permitted construction projects	\$15.00/day or \$75.00/week	\$15.00/day or \$75.00/week
Driveway Permit	\$35.00	\$35.00

<u>Right of Way Encroachment</u>	\$35.00 annually	\$35.00 annually
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Right of Way Use Permits

Underground Cable	\$50.00	\$50.00
Poles (each)	\$5.00	\$5.00
Paved Pavement Cuts	\$100.00	\$100.00
Unpaved Pavement Cuts	\$50.00	\$50.00
Jack and Bore	\$100.00	\$100.00
Landscaping	\$35.00	\$35.00

<u>Right of Way Removal Fee - Unpermitted Items in ROW</u> (not including signs)	\$100.00 flat fee	\$100.00 flat fee
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WASTEWATER

Base Facility Charges:

<u>Meter Size</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
	<u>Single Family</u>		<u>General ⁽³⁾</u>	
5/8 Inch	\$35.09	\$35.09	\$35.09	\$35.09
1.0 Inch	\$84.58	\$84.58	\$84.58	\$84.58
2.0 Inch	\$266.12	\$266.12	\$266.12	\$266.12
3.0 Inch	\$530.16	\$530.16	\$530.16	\$530.16
4.0 Inch	\$937.02	\$937.02	\$937.02	\$937.02
Multi-Family (Service Size Rate) + #units Per Dwelling Unit			\$33.01	\$33.01
Sewer only residential Per Dwelling Unit			\$57.61	\$57.61
Multi-Commercial (Service Size Rate) + #business Per Business w/fixtures			\$35.09	\$35.09

Commodity Charges:

		Rate Per 100 Cubic Feet			
<u>Usage Block</u>	<u>Monthly Usage (CCF)</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
		<u>Residential</u>		<u>General ⁽³⁾</u>	
1	0 – 10	\$2.25	\$2.25	\$2.25	\$2.25
2	>10			\$2.25	\$2.25

Industrial Facilities:

Only domestic type wastewater will be accepted from industrial sites. All industrial wastewater shall be metered at the discharge of the industrial customer's lift station. This meter will be accessible and read monthly by the City and yearly check by the customer and city for accuracy.

Monthly Usage (gallons) Domestic sewage Per 12,775 gallons	\$59.63	\$59.63
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Septic Tank Waste Disposal:

Private or Commercial Vehicle disposing of Domestic septic Tank waste at City's Wastewater treatment plant.	0.046 per gal	0.046 per gal
Sample and analysis for BOD at the request of the City Manager and subject to same Requirements of 82-181.	\$58.35 per analysis	\$58.35 per analysis

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent customers that are not single family residential.

<u>Customer Connection Charge:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Low Pressure 2 inch service Per New Connection	\$1,000.00	\$1,000.00
Larger than 2" tap Per New Connection	Actual Cost	Actual Cost
Road Bore 2 inch line	\$500.00	\$500.00
Core Manhole for service	\$500.00	\$500.00
<u>2" Force main extensions</u>		<u>\$10.00/ft</u>

WATER

WATER SERVICE MISCELLANEOUS SERVICE CHARGES^(1,2)

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Returned Check Charge	Per Occurrence	\$29.00	\$29.00
Turn on / Turn off for Non-payment	Per Occurrence	\$65.00	\$65.00
Hydrant Flow test	Per Hydrant	\$100.00	\$100.00
Backflow device testing	Per Backflow	\$100.00	\$100.00
Account Processing Fee	Per Occurrence	\$10.00	\$10.00
Service Call	Per Occurrence	\$45.00	\$45.00
Late Payment Fee	Amount of Unpaid Utility Bill	18% Rate Annually	18% Rate Annually
Meter Installation:			
5/8 Inch x 3/4 Inch Meter	Per New Connection	\$100.00	\$100.00
1.0 Inch Meter	Per New Connection	\$165.00	\$165.00
Larger Meters	Per New Connection	Actual Cost	Actual Cost
		20%	20%
Customer Connection Charge:			
- 2” or smaller service tap	Per New Connection	\$1,000.00	\$1,000.00
Larger than 2” tap	Per New Connection	Actual Cost	Actual Cost
Red Bore 2 inch and smaller		\$500.00	\$500.00
Road Bore 3" and smaller			
2" Water Main Extension			<u>\$10.00/ft</u>
4" to 8" Water Main Extension			<u>\$50.00/ft</u>
Fire Hydrant Installation			<u>\$3,500.00</u>
Second Meter Box next to existing	Per 3/4" Connection	\$250.00	\$250.00

Base Facility Charges:	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
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<u>Meter Size</u>	<u>Single Family</u>		<u>General ⁽³⁾</u>	
5/8 Inch	\$11.96	\$11.96	\$11.96	\$11.96
1.0 Inch	\$27.59	\$27.59	\$27.59	\$27.59
2.0 Inch	\$84.89	\$84.89	\$84.89	\$84.89
3.0 Inch	\$168.24	\$168.24	\$168.24	\$168.24
4.0 Inch	N/A	N/A	\$262.01	\$262.01
6.0 Inch	N/A	N/A	\$522.54	\$522.54

Multi-Family (Service Size Rate) + Per Dwelling Unit plus Base Facility	\$10.42	\$10.42
Multi-Comm (Service Size Rate)+ Per Business	\$11.96	\$11.96

Commodity Charges:		Rate Per 100 Cubic Feet			Monthly Usage (CCF)
Usage Block	Residential		General ⁽³⁾		
1	\$1.18	\$1.18	\$1.58	\$1.58	0 – 4
2	\$1.58	\$1.58	\$1.58	\$1.58	4 – 10
3	\$1.67	\$1.67	\$1.58	\$1.58	10 - 16
4	\$1.87	\$1.87	\$1.58	\$1.58	16 - 24
5	\$2.28	\$2.28	\$1.58	\$1.58	>24

Fire Line & Hydrant Charges

Monthly:	<u>Current Fee:</u>	<u>Proposed Fee:</u>
2 Inch	\$6.55	\$6.55
4 Inch	\$20.46	\$20.46
6 Inch	\$40.92	\$40.92
8 Inch	\$65.48	\$65.48
10 Inch	\$94.11	\$94.11

Hydrant per month (connection only)	\$37.00	\$37.00
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(1) Rates represent charges for inside the City customers. Outside the City customers are charge an additional 25% surcharge.

(2) General service customers represent all customers that are not single family residential.

AIRPORT

Ground Lease Rental Rate (annually)

Aeronautical

North Area unimproved land with utilities available
North Area improved land, site ready with utilities available
East Area unimproved land with utilities available
East Area improved land with utilities available
East Area improved land to include taxi lane/roadway and utilities available

Current Fee:

\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.25 Per Square Foot (Annually)

Proposed Fee:

\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available
North or East Area improved land with utilities available

\$0.30 Per Square Foot (Annually)
\$0.35 Per Square Foot (Annually)

\$0.30 Per Square Foot (Annually)
\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space
Professional Office Space

As Negotiated
As Negotiated

As Negotiated
As Negotiated

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)		
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)		
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated	Facility Rent Charge or as negotiated
Sublease to FBO		
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated	As negotiated
Sublease to SASO by leasehold SASO		
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory		
This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport		
Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client		
Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*	\$50.00/yr*
NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.		

*=Annual is January 1 - December 31 / Must obtain a City Business License
Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance

\$20.00/day or \$10.00 per side+

\$20.00/day or \$10.00 per side+

Special Use Permit (non based aircraft)

Banner Pickup

\$300.00/yr*

\$300.00/yr*

Flight Training or other non-transit commercial use	<u>Current Fee:</u> \$300.00/yr*	<u>Proposed Fee:</u> \$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days)	\$135.00	\$135.00
Balloon/Blimp Mooring – Each Additional Day	\$25.00	\$25.00
<i>NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses</i>		

Ultralight Aircraft Permit		
Registration and Facility Use Permit	\$125.00/Year	\$125.00/Year

Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)

Single engine/helicopter	Parking fee established by FBO and concurred upon by City Manager.	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to
Multi-engine	The parking fee is to be collected by the FBO and 30% remitted to the Airport.	be collected by the FBO and 30% remitted to the Airport.
Light Turbine Aircraft	"	"
Light Turbine Aircraft	"	"
Heavy Turbine Aircraft	"	"
Overnight parking, single engine/helicopter/multi-engine	"	"
Overnight parking turbine aircraft	"	"

Aircraft Daily/Monthly Bulk Hangar Rates

<u>Overnight Bulk Hangar Single Engine Less than 40' Wingspan</u>	<u>\$30.00</u>
<u>Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan</u>	<u>\$65.00</u>
<u>Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine</u>	<u>\$100.00</u>
<u>Monthly Bulk Hangar Single Engine Less than 40' Wingspan</u>	<u>\$250.00</u>
<u>Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan</u>	<u>\$325.00</u>
<u>Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine</u>	<u>\$500.00</u>
<u>Note: Monthly Bulk Hangar rates CPI adjust in accordance with rental agreements.</u>	

Vehicle Parking/Storage Fee	Vehicle Parking/Storage Fee
Parking in the Airport long-term parking lot (paved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking up to 30 days. Any personal vehicle parking 30 consecutive days or longer requires registering with Airport Director and a pre-pay charge of \$70 for each additional month or less and must be aviation user related. NOTE: storage/long term parking not permitted within airport perimeter fence.	Parking in the Airport long-term parking lot (paved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking up to 30 days. Any personal vehicle parking 30 consecutive days or longer requires registering with Airport Director and a pre-pay charge of \$70 for each additional month or less and must be aviation user related. NOTE: storage/long term parking not permitted within airport perimeter fence.
Short term parking of vehicles such as RVs, campers, trailers, large trucks, etc. in the Airport long-term parking lot (paved parking lot) for a use related to aviation may be permitted for up to 15 days with registering with Airport Manager and a pre-pay charge of \$60. Longer term parking not to exceed a maximum of five months MAY be permitted with registering and pre-pay charge of \$125 for each month or less. NOTE: storage/long term parking not permitted within airport perimeter fence.	Short term parking of vehicles such as RVs, campers, trailers, large trucks, etc. in the Airport long-term parking lot (paved parking lot) for a use related to aviation may be permitted for up to 15 days with registering with Airport Manager and a pre-pay charge of \$60. Longer term parking not to exceed a maximum of five months MAY be permitted with registering and pre-pay charge of \$125 for each month or less. NOTE: storage/long term parking not permitted within airport perimeter fence.
Parking in the Airport daily parking lot (unpaved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking to not exceed 24 consecutive hours. Use of the long-term parking lot is required to park longer than 24 hours.	Parking in the Airport daily parking lot (unpaved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking to not exceed 24 consecutive hours. Use of the long-term parking lot is required to park longer than 24 hours.

NOTE: improperly parked vehicles will be subject to tow at owner's expense.

NOTE: improperly parked vehicles will be subject to tow at owner's expense.

Terminal Observation Deck (Max Capacity - 115 Individuals)		Terminal Observation Deck (Max Capacity - 115 Individuals)	
<u>Airport Tenant (Has leasehold or rental on Airport) or City Employee</u>	<u>Other Users</u>	<u>Airport Tenant (Has leasehold or rental on Airport) or City Employee</u>	<u>Other Users</u>
\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max	\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concoure d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concoure d'Elegance will be as negotiated by the Airport Director.	
Terminal Conference Room (Max Capacity - 46 Individuals)		Terminal Conference Room (Max Capacity - 46 Individuals)	
<u>Airport Tenant (Has leasehold or rental on Airport) or City Employee</u>	<u>Other Users</u>	<u>Airport Tenant (Has leasehold or rental on Airport) or City Employee</u>	<u>Other Users</u>
\$10/hr with 2-hour minimum;	\$30/hr with 2-hour minimum; \$200 per day	\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concoure d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concoure d'Elegance will be as negotiated by the Airport Director.	

Current Fee:		Proposed Fee:	
Building	Monthly Rent/Unit (Pre-Tax)	Building	Monthly Rent/Unit (Pre-Tax)
Building 1	\$300.00/Month	Building 1	\$300.00/Month
Building 2	\$300.00/Month	Building 2	\$300.00/Month
Building 3	\$300.00/Month	Building 3	\$300.00/Month
Building 4	\$300.00/Month	Building 4	\$300.00/Month
Building 5	\$300.00/Month	Building 5	\$300.00/Month
Building 6	\$300.00/Month	Building 6	\$300.00/Month
Building 7 Units Without Additional Space	\$300.00/Month	Building 7 Units Without Additional Space	\$300.00/Month
Building 8 Units Without Additional Space	\$400.00/Month	Building 8 Units Without Additional Space	\$400.00/Month
Building 9	\$575.00/Month	Building 9	\$575.00/Month
Buildings 1 - 7 Units With Additional Space	\$335.00/Month	Buildings 1 - 7 Units With Additional Space	\$335.00/Month
Building 8 Units With Additional Space	\$435.00/Month	Building 8 Units With Additional Space	\$435.00/Month
Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot	Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot
Storage Units A & G	\$12.00 Annual Rent/Square Foot	Storage Units A & G	\$12.00 Annual Rent/Square Foot
*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.		*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.	

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

BUILDING

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Administrative</u>		
Letters of code determination for building or code/administrative issues provided by the Building Official	\$50.00	\$50.00
Certificate of Occupancy re-issuance for existing structures (inspection required)	\$25.00	\$25.00
Flood Zone Determination Letter	<u>\$25.00</u>	<u>\$50.00</u>
<u>NSF Check Fee (up to)</u>	<u>\$40.00</u>	
Renew expired/revoked permit	25% of original permit fee	25% of original permit fee
Oversize Building plans (for drop-off to Printer)	\$15.00 flat fee + cost of copies	\$15.00 flat fee + cost of copies
<u>NSF Check Fees</u>		
Face Value of Check less than \$50.00		<u>\$25.00</u>
Face Value of Check \$50.00 to \$299.99		<u>\$30.00</u>
\$300 and up		<u>\$40 or 5% of Face Value (whichever is greater)</u>
 <u>Building Code, residential/commercial:</u>		
Jobs less than \$1,000 (no plan review and non-structural)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Remodeling</u>		
Jobs less than \$1,000 (no plan review and non-structural)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Plan Review</u>		
	50% of Building Permit cost	50% of Building Permit cost
 <u>Foundation Only Permit (no deduction from permit fee)</u>		
	25% of Building Permit cost	25% of Building Permit cost
 <u>Fence (structural)</u>		
First \$1,000 of job cost	\$50.00	\$50.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Roofing residential/commercial</u>		
Roofing permits for new construction are separate from the building permit		
Exemption: 1 Sq does not require a permit		
Re-roofing or New Roof (all materials)		
First \$2,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
 <u>Misc Permits</u>		
Siding up to 10 sq.	\$80.00	\$80.00
(over \$1000.00 cost revert to permit schedule fee)	80.00 + 7.00 each additional \$1000	80.00 + 7.00 each additional \$1000
Pre-fab Accessory structures (between 151 SF to 250 SF non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Pre-fab Accessory structures (between 250 SF + non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee

After the Fact fee - up to 4 times the Building Permit Fee only

Current Fee:

Proposed Fee:

Foundation Only

Plan Review Fee on 4th submission (per F.S. 553.80)

Cell Tower Co - Location Of Structure

25% of new building permit fee

Quadruple Fee

\$400.00

Plan Revision

Minimum for up to 3 sheets - Per Page

\$25.00

Plus for each sheet over 3

\$5.00

Commercial (1-5 Sheets)

\$50.00

Each Additional Sheet

\$5.00

Residential

\$40.00

Pre-Review

Residential

\$150.00

\$150.00

Commercial

\$250.00

\$250.00

Fire or Storm Damage Determination for power reconnection

\$35.00

\$35.00

Stocking Permit (no occupancy merely stocking merchandise/inventory)

\$50.00

\$50.00

Construction Trailer Inspection

\$100.00

\$100.00

Demolition

Up to \$2,000 job cost

\$100.00

\$100.00

Plus for each additional \$1,000 of job cost

\$7.00

\$7.00

Electrical Code

Single Phase:

Below 100 Amps

\$60.00

\$60.00

100 Amps

\$70.00

\$70.00

150 Amps

\$80.00

\$80.00

200 Amps

\$90.00

\$90.00

300 Amps

\$105.00

\$105.00

400 Amps

\$115.00

\$115.00

600 Amps

\$125.00

\$125.00

800 Amps

\$140.00

\$140.00

1000 Amps

\$200.00

\$200.00

Three Phase:

0-150 Amps

\$155.00

\$155.00

151-200 Amps

\$165.00

\$165.00

201-400 Amps

\$195.00

\$195.00

401-600 Amps

\$255.00

\$255.00

601-800 Amps

\$295.00

\$295.00

801-1000 Amps

\$325.00

\$325.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Interior Wiring or Rewiring:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Interior Wiring or Rewiring Low Voltage:		
Residential	\$50.00	\$50.00
Commercial	\$50.00	\$50.00
Changeout/Repair - Same Amperage:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Swimming Pool Wiring:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00
Reconnect of Disconnected Service	\$75.00	\$75.00
Temporary Pole	\$75.00	\$75.00
Electrical Safety Inspection (structures without power > 6 months or if requested by utilities)	\$50.00	\$50.00

Gas Code

Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	
First \$1,000 of job cost	\$80.00	\$80.00
Installation of tanks	\$75.00	\$75.00

Mechanical Code

Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	
First \$1,000 of job cost	\$80.00	
Plus for each additional \$1,000 of job cost	\$7.00	
<u>Change out equipment only - First \$1,000 of job cost (per unit)</u>		<u>\$80.00</u>
<u>New construction or with duct work</u>		<u>\$160.00</u>
<u>Coolers (per unit)</u>		<u>\$160.00</u>

Plumbing Code

Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus:		
Each roughed or plugged waste outlet	\$7.00	\$7.00
Each fixture or appliance set on new or old roughed	\$7.00	\$7.00
Floor, area, or similar drain, or other interceptor or trap	\$7.00	
Bar, soda fountain, or similar drain	\$7.00	
Condensation tank or similar device	\$4.00	
Air conditioning apparatus	\$3.00	
Rainwater leader, cast iron on storm sewer	\$4.00	
Water heater, boiler or storage tank, all types	\$5.00	
Solar or similar run water heating system	\$50.00	
Swimming pool:		
Residential (in-ground)	\$80.00	

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Residential (above-ground)	\$80.00	
Commercial	\$175.00	
Steam or hot water heating system boiler old or new	\$25.00	
Pressing machine and/or steam boiler connection	\$25.00	
Hose faucet/bib	\$5.00	
Sump pump	\$5.00	
Ice maker, coffee urn, water supplied appurtenances, and the like	\$6.00	
Water heater changeout		\$54.00
<u>Re-inspection Fees</u>		
Fee for all permit types listed:		
First	\$35.00	\$35.00
Second	\$70.00	\$70.00
Third	\$140.00	\$140.00
Partial Inspections		\$35.00
<u>Building Permit Refunds</u>		
Prior to 1st Inspection (not including Notice of Commencement)	50% of fee	50% of fee
After 1st Inspection	No Refund	No Refund
<u>Plan Copies</u>		
Oversize Building plans (Black and White)		\$5.00 per page

BUSINESS/CODE ENFORCEMENT

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Dining with Dogs</u>		
Dining with Dogs Initial Permit	\$40.00 one time fee	\$40.00 one time fee
Duplicate Copy of Dining with Dogs Permit	\$25.00	\$25.00
<u>Lien Letters</u>		
Regular request (within 5 business days)	\$20.00	
Rush request (within 48 business hours)	\$40.00	
<u>Local Business Tax Receipt</u>		
LBTR Fees	See Code Section 74-80	See Code Section 74-80
Duplicate LBTR	\$5.00	\$5.00
Penalty for opening a business without application of LBTR	\$250.00 + cost of LBTR	\$250.00 + cost of LBTR
<u>Right of Way Encroachment</u>		<u>\$35.00 annually</u>
<u>Resort Rental Dwelling Permit</u>		
New application	\$300.00	\$300.00
Annual Renewal	\$200.00	\$200.00
Duplicate Permit	\$5.00	\$5.00
Yearly Inspection	\$150.00	
Penalty for Short Term Rental without a Permit	\$1,000.00	\$1,000.00
<u>Vehicle for Hire</u>		
Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 initial application per vehicle	\$150.00 initial application per vehicle
Renewals for Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 annually per vehicle	\$150.00 annually per vehicle
Vehicle for Hire: Permitted in another jurisdiction (registration and n	\$75.00 intial application per vehicle	\$75.00 intial application per vehicle
Renewals for Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 per vehicle annually	\$75.00 per vehicle annually
Driver ID Card	\$50.00 per driver annually	\$50.00 per driver annually
Duplicate Medallion	\$40.00 per vehicle	\$40.00 per vehicle
Duplicate Permit	\$35.00 per vehicle	\$35.00 per vehicle
Duplicate Driver ID Cards	\$35.00 per driver	\$35.00 per driver
<u>Street Performers</u>		
Individual or Group	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually
<u>Street Artist</u>		
Renewals	\$300.00 annually	\$300.00 annually

CITY CLERK'S OFFICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>	
<u>Photocopies:</u>			
8½X 11	\$.15 per page	\$.15 per page	\$
8½X 11 (Double-sided)	\$.20 per page	\$.20 per page	\$
8½X 14	\$.15 per page	\$.15 per page	\$
8½X 14 (Double-sided)	\$.20 per page	\$.20 per page	\$
11 x 17	\$.25 per page	\$.25 per page	\$
Certified Copies	\$1.00 per copy	\$1.00 per copy	\$
CD	\$0.50	\$0.50	
DVD	\$2.00	\$2.00	
Cassette Tape	\$1.00	\$1.00	

Lien Letters

<u>Regular request (within 5 business days)</u>	<u>\$20.00</u>	
<u>Rush request (within 2 business days)</u>	<u>\$40.00</u>	C

Miscellaneous:

Public Records Request	Cost per page above	Cost per page above
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Public Records Request Extensive Use Fee:

Calculated when the nature or volume of requested

public records is such to require extensive use of information technology resources, or extensive use of clerical or supervisory assistance, or both:

Actual Cost Incurred

Actual Cost Incurred

*(+/- City's cost)

FIRE

Please note the FY 2019/2020 Fee Schedule has been greatly modified for conciseness.

Permits and Fees: A fee in accordance with the following schedule shall be paid to the Building Department at the time of permit issuance for:—

- | | |
|---|--|
| (1) Renewable Permit | (4) Other Service |
| (2) Installation, Removal, or Alteration Permit | (5) Hazardous Materials Storage Permit |
| (3) Activity Permit | |

Such fees shall not be refunded upon failure of an application to receive the permit. Failure to apply for necessary permits or service can result in an order from the fire marshal to obtain a permit or service.

(1) Permit Fees. When a permit is required pursuant to NFPA 1 of the Florida Fire Prevention Code the fees in Table F-1 shall be paid.

Table F-1	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Aircraft Fuel Servicing	\$50.00	
Aircraft Hangars	\$50.00	
Aircraft Refueling Vehicles	\$50.00	
Asbestos Removal	\$100.00	
Automatic Fire Suppression System	\$50.00	
Automobile Wrecking Yards	\$50.00	
Automotive Fuel Servicing	\$50.00	
Battery System	\$50.00	
Candles, Open Flames and Portable Cooking	\$50.00	
Combustible Fibers	\$100.00	
Combustible Material Storage	\$100.00	
Commercial Rubbish Handling Operation	\$100.00	
Compressed Gasses	\$100.00	
Consumer Sparklers	\$100.00	
Covered Mall Buildings	\$50.00	
Cryogenics	\$100.00	
Cutting and Welding Operations	\$50.00	
Display Fireworks	\$100.00	
Dry Cleaning Plants	\$50.00	
Dust Producing Operations	\$100.00	
Explosives	\$100.00	
Fire Apparatus Access Roads	\$25.00	
Fire Hydrants and Water Control Valves	\$25.00	
Fire Pumps and Related Equipment	\$60.00	
Flame Effects	\$100.00	
Flammable and Combustible Liquids	\$100.00	
General Storage	\$25.00	
Grandstands, Bleachers, and Folding and Telescopic Seating	\$25.00	
Hazardous Materials	\$100.00	
High Piled Combustible Storage	\$50.00	
Hot Work Operations	\$50.00	
Industrial Ovens and Furnaces	\$50.00	
Laboratories	\$100.00	
Liquefied Petroleum Gases	\$50.00	
Liquid or Gas-Fueled Vehicles	\$50.00	
Lumberyards & Woodworking Plants	\$50.00	
Marine Craft Fuel Servicing	\$50.00	
Membrane Structures, Tents and Canopies (Up to 4, same applicant)	\$25.00	
Oil and Gas-fueled Heating Appliances	\$5.00	
Open Burning	\$200.00	
Open Fires	\$100.00	

Outside Storage of Tires	\$50.00
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	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Oxidizers	\$100.00	
Parade Floats	\$25.00	
Places of Assembly	\$100.00	
Private Fire Hydrants	\$50.00	
Pre-engineered System	\$50.00	
Repair Garages and Service Stations	\$50.00	
Solvent Extraction	\$50.00	
Spraying or Dipping Flammable Finishes	\$100.00	
Standpipe Systems / Underground	\$100.00	
Special Outdoor Events, Carnivals, and Fairs	\$50.00	
Tar Kettles	\$50.00	
Tire Storage	\$50.00	
Torch Applied Roofing Operation	\$50.00	
Wildland Fire-Prone Operation	\$50.00	
Wood Products	\$50.00	

(2) Plan Review/Inspection Fees. When an inspection or plan review is conducted by the Fire Department to ensure proper design, installation, or permit compliance, the following fees in Table F-2 shall apply.

Table F-2

Site Plan Review (Technical Review Committee)	\$100.00
General Commercial Plan Review (including rough and final inspections)	45% of the bldg permit fee
Fire Alarm System Review Min. fee including 10 devices	\$60.00
System with > 10 devices	\$60.00 + \$1.50/add. device
Fire Sprinkler System Review Min. fee including up to 50 heads	\$80.00
System with > 50 heads	\$80.00 + \$1.00/add. head
Other Trades: Ventilation Control Systems Review (Fire Hoods)	\$60.00
Automatic Fire Suppression System Review (Fire Hoods)	\$60.00
L.P. Gas / Natural Gas Installation Review	\$50.00
Flammable/Combustible Liquid Installation Review	\$50.00
Temporary Tank Installation/Review	\$50.00

<i>Penalty for starting work w/out a Fire Marshal permit</i>	<i>2 X permit fee</i>
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Re-submittals

<i>1st re-submittal</i>	<i>No charge</i>
<i>2nd re-submittal</i>	<i>\$110.00</i>
<i>3rd re-submittal</i>	<i>4 X original</i>

Re-inspection

<i>1st re-inspection</i>	<i>\$55.00</i>
<i>Each additional thereafter</i>	<i>\$110.00</i>

After hours, weekend, or holiday inspections

<i>2 hr. Min. fee paid in advance</i>	<i>\$110.00</i>
<i>Additional hourly fee</i>	<i>\$55.00</i>

Local Business Tax Receipt (LBTR) Inspection	\$25.00
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)	\$50.00 min.
Facility > 3,000 sq ft	\$50.00+ \$7.00/1,000 sq ft

Address Assignment ~~\$300.00 Max.~~
\$10.00

Current Fee: **Proposed Fee:**

(3) Activity Permits. An inspection and plan review is required by the Fire Department to ensure proper design, installation, or permit compliance. A separate permit for a specific period of time shall be obtained for each location where such activities are performed; the activities and fees in Table F-3 shall apply.

Table F-3

Special Event Fire & Lifesafety Inspection	\$25.00
Carnivals and Fairs	\$50.00
Exhibit and Trade Shows	\$50.00
Pyrotechnics before a proximate audience	\$100.00
Pyrotechnic Location Plan Review	\$50.00
Temporary Sale of Sparklers Plan Review	\$50.00

(4) Fees for Other Services. When other services by the Fire Department are requested or required, the fees in Table F-4 shall be paid.

Table F-4

Fire/Rescue Standby Fee (Special Event)	3 Hour Minimum (for personnel)
Fire Engine	\$50.00/hr
Rescue Unit	\$40.00/hr
Personnel (Firefighter/Paramdic/EMT)	\$30.00/hr

Ocean Rescue Lifeguard Standby	2 Guard - 3 Hour Minimum
Ocean Rescue Lifeguard	\$15.00/hr
<i>*1 guard/35 swimmers during events*</i>	

EMS Transport Billing

Basic Life Support (BLS)	\$470.00
Advanced Life Support (ALS)-1	\$635.00
Advanced Life Support (ALS)-2	\$660.00
Mileage	\$10.00/mile

(5) Annual Hazardous Materials Storage Permit Fee. The annual fee is \$100.00 per facility based on hazardous materials stored and identified by Code.

Table F-5

Annual Hazardous Materials Storage Permit Fee	\$100.00
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		<u>Current Fee:</u>	<u>Proposed Fee:</u>
General Plan Review:			
Commercial/Multi Family Structures		45% of Bldg Permit Fee	45% of Bldg Permit Fee
Site Plan Review (Technical Review Committee)		\$100.00	\$100.00
Fire Sprinkler System:			
Minimum fee for systems with up to 50 heads		\$80.00	\$80.00
Fee for systems with over 50 heads		\$80.00 plus \$1.00 per head over 50	\$80.00 plus \$1.00 per head over 50
Private Fire Service Water Mains (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
Additional Hydrostatic Test Inspections			\$54.00 each
<i>(Note: Above Fees include cost of review, one hydrostatic test inspection, and one final inspection.)</i>			
Fire Pumps		\$60.00	\$60.00
Stand pipes (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00

Fire Alarm:			
Minimum fee for FACP & 10 devices on the system		\$60.00	\$60.00
		Current Fee:	Proposed Fee:
Systems with a FACP & more than 10 initiating or notification devices		\$60.00 plus \$1.50 per device	\$60.00 plus \$1.50 per device
Commercial Kitchen Exhaust Hoods		\$60.00	\$60.00
Hood Fire Suppression System		\$60.00	\$60.00
Plans Re-Submittal fee:			
First re-submittal		N/C	N/C
Second re-submittal		\$110.00	\$110.00
Third re-submittal		4 x Original	4 x Original
Minor Revised Plan Review Following Approval:			\$40.00
Review of NEW Plans after approval			\$68.00
Penalty for starting work without a Fire Marshal Permit		2 X permit fee	2 X permit fee
Re-inspection for unprepared sites:			
First re-inspection		\$55.00	\$55.00
Each additional unprepared re-inspection		\$110.00	\$110.00
After hours, weekend, or holiday inspection:			
Minimum fee paid in advance – 2 hours minimum		\$110.00	\$110.00
Additional per hour fee (after initial 2 hours)		\$55.00	\$55.00
(Note: Subject to availability)			
Annual Fire Inspections (for facilities required to hold a license to operate):			
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)		\$50.00 min.	\$50.00 min.
Facility > 3,000 sq ft		\$50.00+ \$7.00/1,000 sq ft	\$50.00+ \$7.00/1,000 sq ft
		\$300.00 Max.	\$300.00 Max.
Permits for Operations/Events/Other Services			
Address Assignments		\$10.00	\$10.00
Address Assignment Verification Letter			\$10.00
Aircraft Hangars		\$50.00	\$50.00
Aircraft Refueling Vehicles		\$50.00	\$50.00
Bonfires		\$100.00	\$100.00
Carnivals and Fairs		\$50.00	\$50.00
Cutting and Welding Operations		\$50.00	\$50.00
Explosives (blasting operations)		\$100.00	\$100.00
Fire Insurance Rating Verification Letter			\$10.00
Fireworks public displays		\$100.00	\$100.00
Hot Work Operations		\$50.00	\$50.00
Local Business Tax Receipt (LBTR) Inspection		\$25.00	\$25.00
Misc. Construction/Installation Permits (Tanks, Compressed Gas Systems, Pipelines, etc.)		\$50.00	\$50.00
Temporary Sale of Consumer Fireworks		\$50.00	\$50.00
Tents, Canopies, and Membrane structures		\$25.00	\$25.00
Other required permits (Florida Fire Prevention Code)			\$50.00
Special Event Services: (3 Hour Minimum for all personnel)			
Fire Engine		\$50.00/hour	\$60.00/hour
Ambulance		\$40.00/hour	\$40.00/hour
Firefighter/Paramedic/EMT		\$30.00/hour	\$35.00/hour
Ocean Rescue Lifeguard (2 Guard Minimum)		\$15.00/hour	\$15.00/hour
(Note: 1 guard per 35 swimmers during events)			

EMS Transport Billing			
Basic Life Support (BLS)		\$470.00	\$470.00
Advanced Life Support (ALS) 1		\$635.00	\$635.00
Advanced Life Support (ALS) 2		\$660.00	\$660.00
Mileage		\$10.00/mile	\$10.00/mile

FERNANDINA BEACH GOLF CLUB:

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
<u>Daily Fees</u>				
Member Walk Fee (Per 9)	\$4.50	\$4.82	\$4.50	\$4.82
Member Walk Fee (Per 18)	\$9.00	\$9.63	\$9.00	\$9.63
<u>Daily Greens Fees</u>				
Junior Green Fee (Per 18)	\$12.00	\$12.84	\$12.00	\$12.84
Junior Green Fee (Per 9)	\$6.00	\$6.42	\$6.00	\$6.42
Weekday (Per 9)	\$16.00	\$17.12	\$19.00	\$20.33
Weekday (Per 18)	\$21.00	\$22.47	\$24.00	\$25.68
Weekend (Per 9)	\$21.00	\$22.47	\$23.00	\$24.61
Weekend (Per 18)	\$26.00	\$27.82	\$28.00	\$29.96
<u>Driving Range</u>				
Small	\$4.00	\$4.28	\$6.00	\$6.42
Medium				
Large	\$7.00	\$7.49	\$9.00	\$9.63
<u>Club Rentals</u>				
Junior	\$15.00	\$16.05	\$15.00	\$16.05
9 Holes	\$20.00	\$21.40	\$20.00	\$21.40
18 Holes	\$30.00	\$32.10	\$30.00	\$32.10
<u>Membership (A)</u>				
· Reserve tee times 14 days prior to playing				
· \$21.00 member fee (18 holes)	\$21.00	\$22.47	\$21.00	\$22.47
· \$16.00 Twilight Member Fee	\$16.00	\$17.12	\$16.00	\$17.12
· \$10.50 member fee (9 holes)	\$10.50	\$11.24	\$10.50	\$11.24
· \$9.00 walking fee (18 holes)	\$9.00	\$9.63	\$9.00	\$9.63
· \$4.50 walking fee (9 holes)	\$4.50	\$4.82	\$4.50	\$4.82
· 10% off non-sale items in Pro Shop (Soft Goods)				
· 10% off non-sale items in Pro Shop (Hard Goods)				
· 10% off Food & Beverage				
· 2 Free Guest Passes				
· 50% off Range Balls				
· Monthly Member Loyalty Calendar				
· Member Event Calendar				

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Junior / City Resident (Annual)	\$125.00	\$133.75	\$125.00	\$133.75
Senior / City Resident (Annual)	\$600.00	\$642.00	\$600.00	\$642.00
(Monthly dues)	\$52.00	\$55.64	\$52.00	\$55.64
Single / City Resident (Annual)	\$675.00	\$722.25	\$675.00	\$722.25
(Monthly dues)	\$57.00	\$60.99	\$57.00	\$60.99
Couple City Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$89.00	\$95.23	\$89.00	\$95.23
Senior Couple City Resident (Annual)	\$925.00	\$989.75	\$925.00	\$989.75
(Monthly dues)	\$79.00	\$84.53	\$79.00	\$84.53
Junior / Non Resident (Annual)	\$175.00	\$187.25	\$175.00	\$187.25
Senior / Non Resident (Annual)	\$700.00	\$749.00	\$700.00	\$749.00
(Monthly dues)	\$64.00	\$68.48	\$64.00	\$68.48
Single / Non Resident (Annual)	\$775.00	\$829.25	\$775.00	\$829.25
(Monthly dues)	\$67.00	\$71.69	\$67.00	\$71.69
Couple Non Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
Senior Couple Non Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$89.00	\$95.23	\$89.00	\$95.23
(Monthly dues requires one year contract)				

Membership (B)

Beach Card	\$69.99	\$74.89	\$69.99	\$74.89
· Reserve tee times 7 days in advance of playing				
· 18 holes/cart - \$29.00				
· 18 holes/cart after twilight (1 PM) - \$24.00				
· 18 holes walking - \$18.00				
· 9 holes/cart - \$20.00				
· 9 holes walking - \$12.00				

Membership (C)

Unlimited Golf	\$3,500.00	\$3,745.00	\$3,000.00	\$3,210.00
Unlimited Range Balls				
(Monthly)	\$280.00	\$299.60		
Monthly dues (with 12 month contract)	\$295.00	\$315.65	\$255.00	\$272.85
Monthly dues (with 5 month contract)			\$295.00	\$315.65

Membership (D)

Player Development Program
· Unlimited Range Balls everyday
· \$14 cart fee only golf everyday after twilight

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Single (billed monthly)	\$29.99	\$32.09	\$29.99	\$32.09
Member Pricing (Unlimited Range balls) Annually	\$120.00	\$128.40	\$120.00	\$128.40

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
<u>Membership Family</u>				
<u>City Resident</u>	\$1,250.00	\$1,337.50	\$1,250.00	\$1,337.50
<u>Non-City Resident</u>	\$1,350.00	\$1,444.50	\$1,350.00	\$1,444.50

Families all living at the same address

Children up to the age of 24 years old at the time of purchase

- Reserve tee times 14 days prior to playing
- \$21.00 Member Cart fee (18 holes)
- \$16.00 Twilight Member Cart Fee
- \$10.50 Member Cart fee (9 holes)
- \$9.00 Walking fee (18 holes)
- \$4.50 Walking fee (9 holes)
- 10% off non-sale items in Pro Shop (Soft Goods)
- 10% off non-sale items in Pro Shop (Hard Goods)
- 10% off Food & Beverage
- 2 Free Guest Passes
- 50% off Range Balls
- Monthly Member Loyalty Calendar
- Member Event Calendar

Cart Fees

Cart Fee (Per 9)	\$10.50	\$11.24	\$10.50	\$11.24
Cart Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47

Employee Fees

City Employee Fee (Per 9)	\$12.00	\$12.84	\$12.00	\$12.84
City Employee Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47
City Employee Walking Fee (per 9)	\$5.00	\$5.35	\$5.00	\$5.35

All regular full-time employees and retired employees with 25 years of service are eligible to play golf (w/cart) at the City Course with a surcharge per eighteen holes played. This privilege is subject to availability.

Banquet Facility Rental:

Up to 50 People

51 to 100 people

Over 100 people

Current Fee:**With 7% Tax****Proposed Fee:****With 7% Tax**

\$300.00

\$321.00

\$350.00

\$374.50

\$400.00

\$428.00

\$450.00

\$481.50

\$500.00

\$535.00

\$550.00

\$588.50

Conference Room:

½ day rental (4 hours or less)

Full day (4 hours more)

\$50.00

\$53.50

\$75.00

\$80.25

\$100.00

\$107.00

\$125.00

\$133.75

Dance Floor

\$150.00

\$160.50

\$150.00

\$160.50

Ceremony Fee

\$500.00

\$535.00

\$500.00

\$535.00

IMPACT FEES

Current Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

Proposed Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

CITY MANAGER'S OFFICE

Horseback Riding Permits

Current Fee:

\$25.00

Proposed Fee:

\$25.00

FERNANDINA HARBOR MARINA**Current Fee:****Proposed Fee:****Recreational Vessel Dockage Rates:**

Daily – Internal Slips	\$ 1.25/foot	\$ 1.35/foot
Daily – Breakwater	\$ 2.00/foot	\$ 2.00/foot
Short-Term/Hourly	\$ 0.20/foot/3hour	
Short-term up to three hours - vessels < 25 feet		\$5.00
Short-term up to three hours - vessels > 25 feet		\$10.00
Weekly – Internal Slips	\$ 6.50/foot	\$ 6.75/foot
Weekly – Breakwater	\$10.50/foot	\$ 12.50/foot
Monthly - Internal Slips	\$13.50/foot	\$ 14.50/foot
*Monthly - Breakwater	\$16.75/foot	\$16.75/foot
** Premium Marina Locations		\$ 19.25/foot

**Only available in the off-season determined by Marina Management*

*** Locations determined by Marina Management*

Mooring Fees:

Daily:	\$ 20.00/vessel	\$ 25.00/vessel
Weekly:	\$ 105.00/vessel	\$ 150.00/vessel
Monthly:	\$ 360.00/vessel	\$ 495.00/vessel

Commercial Vessels Premium:

(A commercial vessel is defined as a vessel registered as a commercial vessel and/or picking up paying 10% premium charged on all categories of dockage)

Commercial Access Fee (for daily, pick-up and drop-off):

Daily dockage rate PLUS Access Fee as follows:

Vessels up to 45 feet	\$15.00/per day	\$ 35.00 per day
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	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Vessels 46 feet and over	\$ 2.25/foot/per day	\$ 2.50/foot/per day
<u>Annual Pick Up/Drop Off for Vessels < 45 feet</u>	\$1,200.00 per fiscal year	\$1,200.00 per fiscal year

Live Aboard:

Monthly (two-person maximum)	\$200.00/month	\$ 300.00/month
Additional cost per person	\$100.00/month	\$ 150.00/month

Dingy Dockage:

	<u>Current Fee:</u>			<u>Proposed Fee:</u>	
(Vessels up to 10 feet maximum)	Daily	Weekly	Monthly	Daily	Weekly
Dockage Only	\$3.00	\$15.00	\$50.00	\$3.00	\$15.00
With Showers	\$7.00	\$35.00	\$90.00	\$7.00	\$35.00
With Captain's Lounge Access ADD	\$10.00	\$50.00	N/A	\$10.00	\$50.00

Utilities:

ELECTRICITY

	<u>Current Fee:</u>			<u>*Proposed Fee:</u>	
	110volt/30amp	220v/50a	110volt/30amp	220v/50a	220v/100a
Daily	\$5.00	\$10.00	\$5.00	\$10.00	\$25.00
Weekly	\$30.00	\$60.00	\$20.00	\$40.00	\$100.00
Monthly	Per Meter	Per Meter	\$60.00	\$120.00	\$350.00
Live-Aboard	Per Meter	Per Meter	\$100.00	\$185.00	\$685.00
* Fees are minimum amounts. Excessive electrical usage, as determined by Marina Management, will be billed appropriately.					

Merchandise/Docking Agreement/Events:

The City Manager or his designee shall be authorized, and is responsible for the establishment of operational procedures for marina services, merchandise, and berthing agreements that are not otherwise provided herein, including the following:

1. Fuel prices and quantity discounts;
2. Concession and mooring pricing;
3. Dockage and mooring agreements and seasonal discount pricing;
4. Special events, holidays, and high demand daily and weekly dockage and mooring pricing;
5. Special commercial activity, not defined in the standard fees;

6. Merchandise pricing and incentive discount pricing;
7. Live-aboard surcharge;
8. All other items not specifically addressed herein, necessary for the effective and profitable operation of

SECTION 1.

Vessels will be assessed, and shall pay, the approved fees and rates as described herein, unless otherwise exempted by the City Commission with a franchise agreement.

SECTION 2.

All dockage and mooring rates and fees shall be determined increase annually, based on the CONSUMER PRICE INDEX (CPI), Southern Region. All other fees, (including, but not limited to electricity) shall be increased based on current market and economic conditions.

PARKS AND RECREATION

Program:

Current Fee:

Proposed Fee:

AQUATICS

Pool

Daily public swim:

\$3.00 City
\$5.00 Non-City

\$3.00 City
\$5.00 Non-City

Daily lap swim

\$3.00 City
\$5.00 Non-City

\$3.00 City
\$5.00 Non-City

Individual **monthly** pool pass

\$30.00 City
\$38.00 Non-City

\$30.00 City
\$38.00 Non-City

Couples **monthly** pool pass

\$50.00 City
\$63.00 Non-City

\$50.00 City
\$63.00 Non-City

Family **monthly** pool pass

\$65.00 City
\$81.00 Non-City

\$65.00 City
\$81.00 Non-City

Individual **4 month** pool pass

\$90.00 City
\$113.00 Non-City

\$90.00 City
\$113.00 Non-City

Couples **4 month** pool pass

\$150.00 City
\$188.00 Non-City

\$150.00 City
\$188.00 Non-City

Family **4 month** pool pass

\$195.00 City
\$244.00 Non-City

\$195.00 City
\$244.00 Non-City

Individual **12 month** pool pass

\$225.00 City
\$281.00 Non-City

\$225.00 City
\$281.00 Non-City

Couple **12 month** pool pass

\$375.00 City
\$469.00 Non-City

\$375.00 City
\$469.00 Non-City

Family **12 month** pool pass

\$488.00 City
\$610.00 Non-City

\$488.00 City
\$610.00 Non-City

Pool Rental

Private pool rental, 2hrs

City \$90.00 (\$35.00 each addl. Hr) 1 guard
City \$110.00 (\$45.00 each addl. Hr) 2 guards
City \$130.00 (\$55.00 each addl. Hr) 3 guards
Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard
Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards
Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards

City \$90.00 (\$35.00 each addl. Hr) 1 guard
City \$110.00 (\$45.00 each addl. Hr) 2 guards
City \$130.00 (\$55.00 each addl. Hr) 3 guards
Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard
Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards
Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards

Swim Lessons

Swim lessons, levels 1 and 2 and stroke clinics (1 wk.)

\$45.00 City
\$56.00 Non-City

\$45.00 City
\$56.00 Non-City

Swim lessons, levels 3 and 4 (2 wks.)

\$65.00 City
\$81.00 Non-City

\$65.00 City
\$81.00 Non-City

Private swim lessons, 1 session

\$25.00 City

\$25.00 City

Program:

Private swim lessons, 4 sessions

Current Fee:

\$31.00 Non-City

\$75.00 City

\$94.00 Non-City

Proposed Fee:

\$31.00 Non-City

\$75.00 City

\$94.00 Non-City

Aquatic Camps**Water Aerobics**

Daily water aerobics, 1 class

\$5.00 City

\$6.00 Non-City

\$5.00 City

\$6.00 Non-City

Monthly water aerobics (1 class per day, any class)

\$50.00 City

\$63.00 Non-City

\$50.00 City

\$63.00 Non-City

Monthly water aerobics (2 classes per day, any classes)

\$65.00 City

\$81.00 Non-City

\$65.00 City

\$81.00 Non-City

Monthly water aerobics, MW pm classes only

\$30.00 City

\$38.00 Non-City

\$30.00 City

\$38.00 Non-City

POOL/WEIGHT ROOM COMBINATIONS

Fitness-Weight Room/Pool Pass 1 Month Individual

\$45.00 City

\$56.00 Non-City

\$45.00 City

\$56.00 Non-City

Fitness-Weight Room/Pool Pass 1 Month Couple

\$65.00 City

\$74.00 Non-City

\$65.00 City

\$74.00 Non-City

Fitness-Weight Room/Pool Pass 1 Month Family

\$85.00 City

\$105.00 Non-City

\$85.00 City

\$105.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Individual

\$135.00 City

\$169.00 Non-City

\$135.00 City

\$169.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Couple

\$225.00 City

\$281.00 Non-City

\$225.00 City

\$281.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Family

\$275.00 City

\$344.00 Non-City

\$275.00 City

\$344.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Individual

\$338.00 City

\$423.00 Non-City

\$338.00 City

\$423.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Couple

\$563.00 City

\$704.00 Non-City

\$563.00 City

\$704.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Family

\$735.00 City

\$919.00 Non-City

\$735.00 City

\$919.00 Non-City

WATER AEROBIC/WEIGHT ROOM COMBINATIONS

Monthly Water Aerobic/Weight Room Pass

\$65.00 City

\$81.00 Non-City

\$65.00 City

\$81.00 Non-City

Monthly Water Aerobic(2)/Weight Room Pass

\$80.00 City

\$100.00 Non-City

\$80.00 City

\$100.00 Non-City

Monthly Water Aerobic/Weight Room Pass M/W ONLY

\$45.00 City

\$45.00 City

Monthly Water Aerobic/Weight Room Pass M/W ONLY

\$56.00 Non-City

\$56.00 Non-City

Program:**Current Fee:****Proposed Fee:****FITNESS ROOMS**

Atlantic Fitness Room/Peck weight room daily use	\$3.00 City \$5.00 Non-City	\$3.00 City \$5.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Individual	\$25.00 City \$31.00 Non-City	\$25.00 City \$31.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Couple	\$33.00 City \$41.00 Non-City	\$33.00 City \$41.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Family	\$45.00 City \$56.00 Non-City	\$45.00 City \$56.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Individual	\$75.00 City \$94.00 Non-City	\$75.00 City \$94.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Couple	\$99.00 City \$124.00 Non-City	\$99.00 City \$124.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Family	\$135.00 City \$169.00 Non-City	\$135.00 City \$169.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Individual	\$188.00 City \$235.00 Non-City	\$188.00 City \$235.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Couple	\$248.00 City \$310.00 Non-City	\$248.00 City \$310.00 Non-City
Atlantic Fitness Room/ Peck Weight Room 12 Month Family	\$338.00 City \$423.00 Non-City	\$338.00 City \$423.00 Non-City

Scuba

Try Diving Experience, Individual	\$50.00 City \$62.00 Non-City	\$50.00 City \$62.00 Non-City
Try Diving Experience, Couple (friend or family)	\$80.00 City \$100.00 Non-City	\$80.00 City \$100.00 Non-City
Try Diving Experience, Group, up to 6 (friend or family)	\$150.00 City \$188.00 Non-City	\$150.00 City \$188.00 Non-City
PADI Open Water Scuba, eLearner	\$205.00 all	\$120.00 all

CEMETERY

Cemetery lots	\$1,300.00 City \$1,625.00 Non-City	\$1,300.00 City \$1,625.00 Non-City
Tree Lot (for cremated internments only)	\$435.00 City \$544.00 Non-City	\$435.00 City \$544.00 Non-City
Deed Transfer Fee	\$50.00	\$75.00
Burial Permits (includes disinterment)	\$40.00	\$40.00
Monument Permits	\$40.00	\$40.00
<u>Perpetual Care fee in ancient section</u>		\$455.00

Program:**GYM/BASKETBALL CLINICS**

Daily gym use

Current Fee:

\$2.00 City

\$5.00 Non-City

Proposed Fee:

\$2.00 City

\$5.00 Non-City

RENTALS**Rooms (Wifi Included)**

Atlantic auditorium commercial full day

\$975.00/Includes kitchen and wifi\$1,250.00/includes kitchen

Atlantic auditorium commercial half day

\$625.00/Includes kitchen and wifi

\$625.00/includes kitchen

Atlantic auditorium private full day

\$500.00/includes kitchen and wifi\$700.00/includes kitchen\$625.00/includes kitchen and wifi\$876.00/includes kitchen

Atlantic auditorium private half day

\$350.00/includes kitchen and wifi

\$350.00/includes kitchen

\$438.00/includes kitchen and wifi

\$438.00/includes kitchen

Atlantic auditorium civic full day

\$275.00/includes kitchen and wifi\$450.00/includes kitchen

Atlantic auditorium civic half day

\$225.00/includes kitchen and wifi

\$225.00/includes kitchen

MLK auditorium commercial full day

\$550.00/ includes kitchen and wifi\$790.00/includes kitchen

MLK auditorium commercial half day

\$395.00/includes kitchen and wifi

\$395.00/includes kitchen

MLK auditorium private full day

\$290.00/includes kitchen and wifi City\$420.00/includes kitchen\$363.00/includes kitchen and wifi Non-City\$526.00/includes kitchen

MLK auditorium private half day

\$210.00/includes kitchen and wifi City

\$210.00 City/includes kitchen

\$263.00/includes kitchen and wifi Non-City

\$263.00 Non-City/includes kitchen

MLK auditorium civic full day

\$185.00/includes kitchen and wifi\$262.00/includes kitchen

MLK auditorium civic half day

\$131.00/includes kitchen and wifi

\$131.00/includes kitchen

Peck gym commercial full day

\$600.00/includes wifi\$800.00/includes kitchen

Peck gym commercial half day

\$350.00/includes wifi

\$350.00

Peck gym private full day

\$275.00 City/includes wifi\$600.00 City\$344.00 Non-City/includes wifi\$720.00 Non-City

Peck gym private half day

\$200.00 City/includes wifi\$300.00 City\$250.00 Non-City/includes wifi\$360.00 Non-City

Peck gym civic full day

\$150.00/includes wifi

\$350.00

Peck gym civic half day

\$100.00/includes wifi

\$175.00

Peck reception commercial full day

\$300.00/includes wifi

\$450.00

Peck reception commercial half day

\$180.00/includes wifi

\$225.00

Peck reception private full day

\$140.00 City/includes wifi\$300.00 City\$175.00 Non-City/includes wifi\$360.00 Non-City

Peck reception private half day

\$100.00 City /includes wifi\$150.00 City\$125.00 Non-City/includes wifi\$180.00 Non-City

Peck reception civic full day

\$80.00/includes wifi\$150.00

Peck reception civic half day

\$45.00/includes wifi\$75.00

Peck auditorium commercial full day

\$500.00/includes wifi\$650.00

Peck auditorium commercial half day

\$300.00/includes wifi\$325.00

Peck auditorium private full day

\$250.00 City/includes wifi\$400.00 City\$313.00 Non-City/includes wifi\$540.00 Non-City

<u>Program:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Peck auditorium private half day	\$200.00 City/includes wifi	<u>\$225.00 City</u>
	\$250.00 Non-City/includes wifi	<u>\$270.00 Non-City</u>
Peck auditorium civic full day	\$150.00/includes wifi	<u>\$300.00</u>
Peck auditorium civic half day	\$80.00/includes wifi	<u>\$150.00</u>
Attendant fee	\$20.00/hour	\$20.00/hour
<u>Additional rental time</u>		<u>\$100.00/hr</u>
Kitchen	Kitchen included in MLK and Atlantic Auditorium Rentals	
Sound system (Atlantic and Peck Auditorium)	\$50.00/day	\$50.00/day
Athletic Fields		
Civic Rate	\$50.00/field	<u>\$75.00</u>
Commercial rate	\$300.00/field	<u>\$200.00</u>
Private use day	\$75.00/field City	<u>\$100.00</u>
	\$94.00/field Non-City	<u>\$125.00</u>
Private use night	\$150.00 City/field includes lights	\$150.00 City/field includes lights
	\$188.00 Non-City/field includes lights	\$188.00 Non-City/field includes lights
Civic Rate night	\$100.00/field includes lights	<u>\$150.00/field lights included</u>
Lights	\$17.00/hour	<u>\$20.00/hour</u>
<u>Field Prep</u>		<u>\$100.00</u>
Marquee	\$10.00/day/side (upon availability only)	<u>\$20.00/day/side (upon availability only)</u>
<u>Marquee (renter)</u>		<u>\$15.00/day/side (upon availability only)</u>
<u>Marquee (commercial advertising)</u>		<u>\$50.00/day/side (upon availability only)</u>
Attendant fee	\$20.00/hour	\$20.00/hour
Park Pavilions, Green Space, Parking Lots		
Park pavilions full day	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
<u>Park pavilion full day (with available electricity)</u>		<u>\$75.00</u>
		<u>\$93.75</u>
Park pavilions half day	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
<u>Park pavilion half day (with available electricity)</u>		<u>\$50.00</u>
		<u>\$62.50</u>
Open/Green Space Half Day Private Use	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Open/Green Space Full Day Private Use	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Open/Green Space Half Day Commercial Use	\$25.00 City	\$25.00 City
Open/Green Space Full Day Commercial Use	\$31.00 Non-City	\$31.00 Non-City
Open/Green Space Half Day Non-Profit (free public event)	\$25.00 City	\$25.00 City

Program:

Open/Green Space Full Day Non-Profit (free public event)
~~Open/Green Space Half Day City Non-Profit (free public event)~~
~~Open/Green Space Full Day City Non-Profit (free public event)~~
 Open/Green Space Half Day Non-Profit Fundraiser
 Open/Green Space Full Day Non-Profit Fundraiser
 Skate Park Daily Pass

Current Fee:

\$31.00 Non-City
 Free
 Free
 \$200.00
 \$300.00

Proposed Fee:

\$31.00 Non-City

 \$200.00
 \$300.00

SCHOOL, AFTER SCHOOL AND CAMP

After School Program - 3 or more days

~~\$55.00/wk. City~~

~~\$45.00/wk Additional Siblings City~~

~~\$68.00/wk. Non-City~~

~~\$58.00 Additional Siblings Non-City~~

\$60.00 City/wk

\$50.00 City/wk additional siblings

\$74.00 Non-City/wk

\$64.00 Non-City/wk additional siblings

After School - Daily Rate

\$23.00 City/day

\$15.00 City/day additional siblings

\$31.00 Non-City/day

\$21.00 Non-City/day additional siblings

After School tutoring center

~~\$15.00/week~~

~~\$15.00/wk additional sibling~~

\$20.00/week

\$15.00/week additional siblings

Summer Learning Center

\$100.00/per session

\$100.00/per session

Full-time day care/Pre-K- 3 or more days

\$100.00/wk. City

\$90.00/wk Additional Sibling City

\$125.00/wk. Non-City

\$115.00/wk Additional Sibling Non-City

\$100.00/wk. City

\$90.00/wk Additional Siblings City

\$125.00/wk. Non-City

\$115.00/wk Additional Siblings Non-City

Pre-K Full Day Daily Rate

~~\$28.00 City~~

~~\$18.00 Additional Sibling City~~

~~\$35.00 Non-City~~

~~\$25.00 Additional Sibling Non-City~~

\$33.00 City

\$23.00 City/additional siblings

\$41.00 Non-City

\$31.00 Non-City/additional siblings

Pre K Half Day / -3 days or more

\$50.00/wk. City

\$40.00 /wk Additonal Sibling City

\$63.00/wk. Non-City

\$53.00/wk Additonal Sibling Non-City

\$50.00/wk. City

\$40.00 /wk Additonal Siblings City

\$63.00/wk. Non-City

\$53.00/wk Additonal Siblings Non-City

Half Day Pre-School/Pre-K- Daily Rate

~~\$18.00 City~~

~~\$10.00 Additional Sibling~~

~~\$25.00 Non-City~~

\$23.00 City

\$15.00/additional siblings

\$31.00 Non-City

Program:**Current Fee:****Proposed Fee:**\$15.00 Additonal Sibling Non-City\$21.00 Non-City/additional siblings

Summer camp

\$85.00/wk. City-\$90.00 City/wk\$75/additional sibling\$80.00 City/additional siblings\$106.00/wk. Non-City-\$112.00 Non-City/wk\$96/additional sibling\$102.00/additional siblings

Summer camp drop-in Daily Rate

\$28.00/day City-\$33.00 City/day\$18.00 Additional Siblings City\$23.00/additional siblings\$35.00/day Non-City-\$41.00 Non-City/day\$25.00 Additional Siblings Non-City\$31.00/additional siblings**SPECIAL EVENTS**

Special Events Permit

\$100.00

\$100.00

Banner Permit (Center/8th; Lime/8th; Pole)

\$50.00 for up to 3 locations

\$50.00 for up to 3 locations

Banner Hanging Fee (Centre and 8th)

\$75.00

\$75.00

Banner Hanging Fee (Lime and 8th)

\$50.00

\$50.00

Pole Banner Hanging Fee

\$10.00/pole

\$10.00/pole

Tent Permit

\$40.00 for up to 4 Tents

\$40.00 for up to 4 Tents

Parking Lot Half Day Private Use

\$100.00 City

\$100.00 City

\$125.00 Non-City

\$125.00 Non-City

Parking Lot Full Day Private Use

\$150.00 City

\$150.00 City

\$188.00 Non-City

\$188.00 Non-City

Parking Lot Half Day Commercial Use

\$500.00

\$500.00

Parking Lot Full Day Commercial Use

\$750.00

\$750.00

Parking Lot Half Day Non-Profit (free public event)

\$150.00

\$150.00

Parking Lot Full Day Non-Profit (free public event)

\$225.00

\$225.00

Parking Lot Half Day City Non-Profit (free public event)

Free

Free

Parking Lot Full Day City Non-Profit (free public event)

Free

Free

Parking Lot Half Day Non-Profit Fundraiser

\$200.00

\$200.00

Parking Lot Full Day Non-Profit Fundraiser

\$300.00

\$300.00

Barricades

\$17.00/barricade

\$17.00/barricade

Cones

\$2.00/cone

\$2.00/cone

Water Usage for Parks

\$75.00/day City

\$75.00/day City

\$94.00/day Non-City

\$94.00/day Non-City

Power Usage Fee

Usage Amount (\$75.00/day minimum) City

Usage Amount (\$75.00/day minimum) City

Usage Amount (\$94.00/day minimum) Non-City

Usage Amount (\$94.00/day minimum) Non-City

Commercial running/biking events

\$5.00/person

\$5.00/person

Overnight Parking Fee

\$25.00/vehicle

\$25.00/vehicle

Restroom Cleaning\$25.00/hour

Program:

Current Fee:

Proposed Fee:

PLANNING**Board of Adjustment**

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Administrative Appeal	\$450.00	\$450.00
Variance - Residential	\$850.00	\$850.00
Variance - Non-Residential	\$1,000.00	\$1,000.00

Historic District Council

Certificate of Approval: Staff	\$20.00	\$20.00
Certificate of Approval Board - Residential	\$200.00	\$200.00
Certificate of Approval Board - Commercial	\$250.00	\$250.00
Demolition of Primary Structure - Non-Contributing	\$300.00	\$300.00
Demolition of Primary Structure - Contributing	<u>\$750.00</u>	<u>\$1,200.00</u>
Variance - Residential	\$850.00	\$850.00
Variance - Non-Residential	\$1,000.00	\$1,000.00
After-the-fact approval for Board C.O.A.	<u>\$750.00</u>	<u>\$1,000.00</u>
After-the-fact approval for Staff C.O.A.	<u>\$50.00</u>	<u>\$80.00</u>
Newsrack Fee (New Location)	\$15.00	\$15.00
Newsrack Fee (Annual Renewal)	\$15.00	\$15.00

Planning Advisory Board

Large Scale Future Land Use Map Amendment	\$2,000.00	\$2,000.00
Small Scale Future Land Use Map Amendment	\$1,000.00	\$1,000.00
Comprehensive Plan Text Amendment	\$1,700.00	\$1,700.00
Change of Zoning Designation: Large Scale	\$2,000.00	\$2,000.00
Change of Zoning Designation: Small Scale	\$1,000.00	\$1,000.00
Change of Use Determination Letter	\$50.00	\$50.00
Land Development Code Text Amendment	\$1,000.00	\$1,000.00
Water/ Sewer Agreement	\$300.00	\$300.00
Voluntary Annexation	\$1,500.00	\$1,500.00
Development of Regional Impact: Amend Development Order		
Re-Plat / Preliminary Plat (less than 20 units)	\$1,000.00	\$1,000.00
Re-Plat / Preliminary Plat (20+ units)	\$1,600.00	\$1,600.00
Re-Plat / Final Plat	\$850.00	\$850.00
Vacate/ Open Public right-of-way	\$1,700.00	\$1,700.00
New Telecommunications Structure	\$2,000.00	\$2,000.00
Collocation or Modification of Existing Structure	\$1,000.00	\$1,000.00
Small Cell outside ROW (per application)	\$500.00	\$500.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$400.00	\$400.00
<u>Technical Review Committee</u>		
TRC Engineering Review (consultant hourly rate)	\$125.00	\$125.00
TRC Staff Review Application Fee:	No fee for Pre-application submittals	No fee for Pre-application submittals
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project construction cost (maximum \$3,000.00)	\$400.00 + 2% of project construction cost (maximum \$3,000.00)
3 rd and subsequent resubmittals	\$400 each	\$400 each
<u>Site Infrastructure Permit</u>		
First \$1,000 of job cost	\$160.00	\$160.00
Plus for each additional \$1,000 of job cost	\$14.00	\$14.00
Tree Protection and Site Inspection Fee	\$25.00	\$25.00
<u>Tree Removal Permit Fees</u>		
<u>Fees:</u>		
Base Fee, up to 3 trees	\$300.00	\$300.00
Each Additional Tree	\$85.00	\$85.00
Maximum Fee (less than 5 acres)	\$15,000.00	\$15,000.00
Maximum Fee (greater than 5 acres)	\$30,000.00	\$30,000.00
In Lieu Fee	\$85 per inch (based on planting a 3" tree = \$255)	\$85 per inch (based on planting a 3" tree = \$255)
<u>Zoning Review Permit</u>		
Non-structural fence	\$50.00	\$50.00
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-aluminum)	\$100.00 (all others require General Building Permit + fees)	\$100.00 (all others require General Building Permit + fees)
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$100.00 (all others require General Building Permit + fees)	\$100.00 (all others require General Building Permit + fees)

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
After-the-Fact Zoning Permit	\$200.00	\$200.00
<u>Administrative</u>		
Plan Review (as connected to issuance of building permits)	\$100.00	\$100.00
Expedited Plan Review - as connected to issuance of building permits (5 business days)		\$300.00
DEP Letter plus 1 Revision	\$100.00	\$100.00
DEP Letter – 2nd and later Revisions	\$25.00	\$25.00
Zoning sign off for alcoholic beverage license	\$25.00	\$25.00
Zoning Certification Letter	\$75.00	\$75.00
Due Diligence Letter	\$250.00	\$250.00
Minor Subdivision/ Lot Line Adjustment	\$400.00	\$400.00
Context Sensitive Review Determination	\$400.00	\$400.00
NSF Check Fee (up to)	\$40.00	\$40.00
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	\$25.00
Land Development Code	\$35.00	\$35.00
CRA Design Guidelines	\$25.00	\$25.00
Design Guidelines for Downtown or Old Town	\$25.00	\$25.00
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	\$25.00 flat fee + cost of copies
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	\$2.00
Map: 11 x 17	\$5.00	\$5.00
Map: 17 x 22 (black and white only)	\$10.00	\$10.00
Map: 24 x 36 (black and white only)	\$20.00	\$20.00
Map: 34 x 42 (black and white only)	\$40.00	\$40.00
Additional Map copies	1/2 Price	1/2 Price
SHAPE Files	\$35.00	\$35.00
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$400.00	\$400.00
Administrative Waiver (Tree Protection)	\$25.00	\$25.00
		*Replace with code requirement to obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.
Amendment to Development Order	1/2 of original application fee	1/2 of original application fee

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Planning/Zoning Construction Plan Review	\$150.00	\$150.00
Parking in Lieu Fee (surface space)*payment to be made at time of building permit issuance	\$2,000.00	\$2,000.00
Parking in Lieu Fee (structured space)*payment to be made at time of building permit issuance	\$9,000.00	\$9,000.00
<u>Temporary Use</u>		
As provided in LDC Section 5.02.00		
Seasonal Sales	\$100.00	\$100.00
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	\$25.00
Construction Trailer / Model Home / Sales Office	\$100.00	\$100.00
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$100.00 + \$35.00 + \$25.00	\$100.00 + \$35.00 + \$25.00
<u>Signs</u>		
Value of sign:		
\$0-\$100.00	\$60.00	\$60.00
\$101.00-\$500.00	\$70.00	\$70.00
\$501.00-\$1,000.00	\$80.00	\$80.00
plus for each \$1,000.00	\$7.00	\$7.00
30-Day Temporary Banner	\$30.00	\$30.00
Pickup of Illegal Signs	\$25.00	\$25.00
Centre Street Directional Sign	\$20.00	\$20.00

POLICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Copy of Accident or Police Reports	\$2.00	\$2.00
Fingerprints	\$5.00	\$5.00

SANITATION:

City of Fernandina Beach							
Effective September 1, 2019							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	16.52 \$17.11	33.04 \$34.22	49.56 \$51.33	66.08 \$68.44	82.60 \$85.55	99.12 \$102.66	115.64 \$119.77
2 Yard Dumpsters	50.02 \$51.80	100.04 \$103.60	150.06 \$155.40	200.08 \$207.20	250.10 \$259.00	300.12 \$310.80	350.14 \$362.60
4 Yard Dumpsters	100.02 \$103.57	200.04 \$207.14	300.06 \$310.71	400.08 \$414.28	500.10 \$517.85	600.12 \$621.42	700.14 \$724.99
6 Yard Dumpsters	150.04 \$155.37	300.08 \$310.74	450.12 \$466.11	600.16 \$621.48	750.20 \$776.85	900.24 \$932.22	1050.28 \$1087.59
8 Yard Dumpsters	200.05 \$207.15	400.10 \$414.30	600.15 \$621.45	800.20 \$828.60	1000.25 \$1035.75	1200.30 \$1242.90	1400.35 \$1450.05
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	3.85 -\$3.99	11.29 \$11.69	22.58 \$23.38	33.87 \$35.07	45.16 \$46.76		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$272.05-\$281.71 per pull plus disposal charges			
Compactor Service Rate				\$294.05-\$304.49 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste						
1 Toter	20.85 \$21.59						
2 Toter	41.70 \$43.18						
1 Toter with Roll Out/ In Service	34.39 \$35.61						
2 Toters with Roll Out/ In Service	68.78 \$71.22						
Excess Charges							
Appliances and White Goods per item	15.40 \$15.95						

⁽¹⁾ The refuse contract between the City and Advanced Disposal allows for an annual increase.

STORMWATER**STORMWATER SERVICE MISCELLANEOUS SERVICE CHARGES**

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Residential Single Family	Per residential unit	\$12.00	\$12.00
Residential Single Family w/ Private stormwater system	Per residential unit	\$6.00	\$6.00
Residential Multi-Family	Per residential unit	\$6.00	\$6.00
Residential Multi-Family w/ Private stormwater system	Per residential unit	\$3.00	\$3.00
Commercial	Per commercial unit	\$12.00	\$12.00
Commercial w/ Private stormwater system	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial w/ Private stormwater system	Per commercial unit	\$3.00	\$3.00
Late Payment Fee	Amount of Unpaid Utility Bill	1.5% Rate Monthly	1.5% Rate Monthly

STREETS

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Extended Downtown Public Parking Permit for permitted construction projects	\$15.00/day or \$75.00/week	\$15.00/day or \$75.00/week
Driveway Permit	\$35.00	\$35.00
<u>Right of Way Encroachment</u>	\$35.00 annually	\$35.00 annually
<u>Right of Way Use Permits</u>		
Underground Cable	\$50.00	\$50.00
Poles (each)	\$5.00	\$5.00
Paved Pavement Cuts	\$100.00	\$100.00
Unpaved Pavement Cuts	\$50.00	\$50.00
Jack and Bore	\$100.00	\$100.00
Landscaping	\$35.00	\$35.00
<u>Right of Way Removal Fee - Unpermitted Items in ROW</u> (not including signs)	\$100.00 flat fee	\$100.00 flat fee

WASTEWATER

Base Facility Charges:

<u>Meter Size</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
	<u>Single Family</u>		<u>General ⁽³⁾</u>	
5/8 Inch	\$35.09	\$35.09	\$35.09	\$35.09
1.0 Inch	\$84.58	\$84.58	\$84.58	\$84.58
2.0 Inch	\$266.12	\$266.12	\$266.12	\$266.12
3.0 Inch	\$530.16	\$530.16	\$530.16	\$530.16
4.0 Inch	\$937.02	\$937.02	\$937.02	\$937.02
Multi-Family (Service Size Rate) + #units Per Dwelling Unit			\$33.01	\$33.01
Sewer only residential Per Dwelling Unit			\$57.61	\$57.61
Multi-Commercial (Service Size Rate) + #business Per Business w/fixtures			\$35.09	\$35.09

Commodity Charges:

		<u>Rate Per 100 Cubic Feet</u>			
<u>Usage Block</u>	<u>Monthly Usage (CCF)</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
		<u>Residential</u>		<u>General ⁽³⁾</u>	
1	0 – 10	\$2.25	\$2.25	\$2.25	\$2.25
2	>10			\$2.25	\$2.25

Industrial Facilities:

Only domestic type wastewater will be accepted from industrial sites. All industrial wastewater shall be metered at the discharge of the industrial customer's lift station. This meter will be accessible and read monthly by the City and yearly check by the customer and city for accuracy.

Monthly Usage (gallons) Domestic sewage Per 12,775 gallons	\$59.63	\$59.63
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Septic Tank Waste Disposal:

Private or Commercial Vehicle disposing of Domestic septic Tank waste at City's Wastewater treatment plant.

0.046 per gal 0.046 per gal

Sample and analysis for BOD at the request of the City Manager

and subject to same Requirements of 82-181.

\$58.35 per analysis \$58.35 per analysis

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent customers that are not single family residential.

Customer Connection Charge:

		<u>Current Fee:</u>	<u>Proposed Fee:</u>
Low Pressure 2 inch service	Per New Connection	\$1,000.00	\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost	Actual Cost
Road Bore 2 inch line		\$500.00	\$500.00
Core Manhole for service		\$500.00	\$500.00
2" Force main extensions			\$10.00/ft

WATER

WATER SERVICE MISCELLANEOUS SERVICE CHARGES^(1,2)

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Returned Check Charge	Per Occurrence	\$29.00	\$29.00
Turn on / Turn off for Non-payment	Per Occurrence	\$65.00	\$65.00
Hydrant Flow test	Per Hydrant	\$100.00	\$100.00
Backflow device testing	Per Backflow	\$100.00	\$100.00
Account Processing Fee	Per Occurrence	\$10.00	\$10.00
Service Call	Per Occurrence	\$45.00	\$45.00
Late Payment Fee	Amount of Unpaid Utility Bill	18% Rate Annually	18% Rate Annually

Meter Installation:

5/8 Inch x 3/4 Inch Meter	Per New Connection	\$100.00	\$100.00
1.0 Inch Meter	Per New Connection	\$165.00	\$165.00
Larger Meters	Per New Connection	Actual Cost	Actual Cost
		20%	20%

Customer Connection Charge:

- 2" or smaller service tap	Per New Connection	\$1,000.00	\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost	Actual Cost

~~Red Bore 2 inch and smaller~~
~~Road Bore 3" and smaller~~

\$500.00

\$500.00

2" Water Main Extension

\$10.00/ft

4" to 8" Water Main Extension

\$50.00/ft

Fire Hydrant Installation

\$3,500.00

Second Meter Box next to existing	Per 3/4" Connection	\$250.00	\$250.00
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Base Facility Charges:	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
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<u>Meter Size</u>	<u>Single Family</u>		<u>General ⁽³⁾</u>	
5/8 Inch	\$11.96	\$11.96	\$11.96	\$11.96
1.0 Inch	\$27.59	\$27.59	\$27.59	\$27.59
2.0 Inch	\$84.89	\$84.89	\$84.89	\$84.89
3.0 Inch	\$168.24	\$168.24	\$168.24	\$168.24
4.0 Inch	N/A	N/A	\$262.01	\$262.01
6.0 Inch	N/A	N/A	\$522.54	\$522.54

Multi-Family (Service Size Rate) + Per Dwelling Unit plus Base Facility	\$10.42	\$10.42
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Multi-Comm (Service Size Rate)+ Per Business	\$11.96	\$11.96
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Commodity Charges:

		Rate Per 100 Cubic Feet			Monthly Usage (CCF)
Usage Block	Residential		General ⁽³⁾		
1	\$1.18	\$1.18	\$1.58	\$1.58	0 – 4
2	\$1.58	\$1.58	\$1.58	\$1.58	4 – 10
3	\$1.67	\$1.67	\$1.58	\$1.58	10 - 16
4	\$1.87	\$1.87	\$1.58	\$1.58	16 - 24
5	\$2.28	\$2.28	\$1.58	\$1.58	>24

Fire Line & Hydrant Charges

Monthly:	<u>Current Fee:</u>	<u>Proposed Fee:</u>
2 Inch	\$6.55	\$6.55
4 Inch	\$20.46	\$20.46
6 Inch	\$40.92	\$40.92
8 Inch	\$65.48	\$65.48
10 Inch	\$94.11	\$94.11

Hydrant per month (connection only)	\$37.00	\$37.00
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(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent all customers that are not single family residential.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2019-21
Code Amendment - Access Restrictions on Public Property

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-21 at First Reading.

SYNOPSIS: The U.S. Constitution protects the public's right to speak and, in some instances, grants the public the right to access public places to gather information. The right to access public property is not absolute, however. Generally speaking, an individual has the same right of access to public property as the general public. Not all government-owned property is open to the general public. Depending on the type of property an individual wishes to enter, the right to access public places may be constrained by reasonable time, place, or manner restrictions, or by the government's interest in managing its property.

The right to access public property is strongest when the area you wish to access has historically been open to the public for the exercise of speech, public debate, and assembly. These areas are known as public forums and include spaces such as sidewalks, parks, and town squares. You may freely enter and gather information while in these public spaces, but you should do so without disturbing the peace or interfering with those around you. The right of access does not confer immunity from all liability if your conduct is disruptive or harassing. The right to access government-owned property that is only partially open to the public is more limited. If the general public is permitted to access only certain areas or for certain limited purposes, your right to access the property for newsgathering purposes is similarly limited. For example, some parts of a courthouse are open to the general public, but portions of the courtrooms themselves are accessible only by the parties in the litigation and judges' chambers are completely off limits to the public. You cannot access or gather information on government-owned property that is not open to the general public. This type of property is known as a nonpublic forum in which the government can charge you with trespass if you enter without authorization. However, it is important to put the public on notice, generally, of the kinds of City property that are non-public forums from which an unauthorized member of the public can be charged with trespass.

The proposed ordinance puts the public on notice that City facilities that are locked are not open to the public without a City-official escort. Therefore, the public is on notice that certain locked portions of City property are not public forums and there should be no expectation of public access. This ordinance is important for the safety of City staff and transparency for the public about access to City property.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-21 at First Reading.

Tammi E. Bach, City Attorney 8/2/2019

Dale Martin, City Manager 8/8/2019

Date: August 01, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2019-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF FERNANDINA BEACH, FLORIDA; CREATING SECTION 2-354 APPLICABILITY; CREATING SECTION 2-355 DEFINITIONS; CREATING SECTION 2-356 STATING CERTAIN CITY PROPERTY NOT ACCESSIBLE TO GENERAL PUBLIC; CREATING SECTION 2-357 PROVIDING FOR TRESPASS WARNINGS FOR CITY PROPERTY; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach may lawfully designate the use of City facilities for activities consistent with their purpose and for the conduct of official City business only; and

WHEREAS, the City Commission seeks to maintain a safe and orderly environment on City property which is conducive to the designated use of City property and to the efficient rendering of public services; and

WHEREAS, to maintain a safe environment for the public and City staff, certain City property and facilities may be locked or otherwise permit access only to City employees, officials and representatives, including but not limited to, locked doors, locked windows, locked fences, locked gates, and locked exterior and interior doors of City offices that are not intended to be accessible to the general public, and no person shall access these restricted spaces on City property unless escorted by an authorized City official; and

WHEREAS, the City Commission seeks to discourage unlawful, unsafe, destructive, harassing or otherwise prohibited activity on City property that interferes with the designated use of City property or the efficient rendering of public services; and

WHEREAS, the City Commission recognizes an individual's constitutionally protected liberty interest to be lawfully in or on City property of their choosing when using the same for its designated purpose and when engaging in official City business, when such City property is generally open to the public; and

WHEREAS, the Due Process Clause of the Fourteenth Amendment requires that a deprivation of a liberty interest necessitates notice and an opportunity for a hearing at a meaningful time and in a meaningful manner; and

WHEREAS, Trespass Warnings may be issued to stop or discourage unlawful, unsafe, destructive, harassing or otherwise prohibited activity on City property, or to maintain a safe and orderly environment on City property, and shall be followed by the opportunity for a hearing to address the deprivation of any constitutionally protected liberty interest.

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

SECTION 1. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach Florida, is hereby amended by adding a section to be numbered Section 2-354, which section reads as follows:

Sec. 2-354. Applicability.

Sections 2-354-2-357 shall be applicable to all City property, as defined in Section 2-355, within the incorporated area of the City of Fernandina Beach.

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach Florida, is hereby amended by adding a section to be numbered Section 2-355, which section reads as follows:

Sec. 2-355 Definitions.

The following definitions shall apply to the interpretation and enforcement of this Article:

(1) *Conveyance* shall have the same meaning as defined in Chapter 810, Florida Statutes, as may be amended from time to time.

(2) *Fenced Land* shall have the same meaning as defined in Chapter 810, Florida Statutes, as may be amended from time to time.

(3) *Law Enforcement Officer* shall mean a sworn police officer with the Fernandina Beach Police Department or any other sworn law enforcement officer certified pursuant to Chapter 943, Florida Statutes.

(4) *Posted Land* shall have the same meaning as defined in Chapter 810, Florida Statutes, as may be amended from time to time.

(5) *City Property* shall mean property owned, leased, operated, managed or controlled by the City of Fernandina Beach or one of its agencies, divisions, units or entities, including but not limited to, all buildings, including administration buildings, structures, conveyances, parks, beach parks, public natural areas, public recreation areas, trails, playgrounds, streets, sidewalks, rights of way, libraries, docks, marinas, golf courses, pavilions, parking lots, vacant lots, fenced land, posted land, easements, and other property generally used by the public.

(6) *Respondent* shall mean the person who was issued the Trespass Warning.

(7) *Structure* shall have the same meaning as defined in Chapter 810, Florida Statutes, as may be amended from time to time.

(8) *Trespass* shall have the same meaning as defined in Chapter 810, Florida Statutes, as may be amended from time to time.

(9) *Trespass Warning* shall mean a written document that bars the Respondent from entering or remaining on specified City property.

SECTION 3. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach Florida, is hereby amended by adding a section to be numbered Section 2-356, which section reads as follows:

Sec. 2-356. Certain City Property Not Accessible to General Public.

City property and facilities that are locked or otherwise permit access only to City employees, officials and representatives, including but not limited to, locked doors, locked windows, locked fences, locked gates, and locked exterior and interior doors of City offices are not intended to be accessible to the general public, and no person shall access these restricted spaces on City property unless escorted by an authorized City official. A violation of this Section 2-356 by any person may result in a Trespass Warning being issued under Section 2-357 below.

SECTION 4. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach Florida, is hereby amended by adding a section to be numbered Section 2-357, which section reads as follows:

Sec. 2-357 Trespass Warnings for City Property.

(1) Trespass Warning Decision by Authorized Personnel.

The decision to issue a Trespass Warning shall originate only from the City Manager or his/her designee.

(2) Procedures for Issuing Trespass Warnings.

The following procedures govern the issuance of Trespass Warnings:

a. The City Manager or his/her designee may have cause to remove any Respondent they determine:

1. Acts in any manner which violates or is reasonably suspected to violate any federal, state or local law, ordinance, rule or regulation.

2. Acts in any manner which violates any City rule or policy, including but not limited to the applicable facility's rules; or any directive on any sign or notice at the public property; or

3. Uses language which by its very utterance inflicts injury or tends to incite an immediate breach of the peace.

b. The initial determination by the City Manager or his/her designee that a Trespass Warning is needed may take into consideration the facts and circumstances of the individual situation, including but not limited to the following:

1. The gravity of the alleged violation;

2. The Respondent's refusal to conform to any verbal requests or warnings to desist or cease the violation;

3. Any previous violations committed by the Respondent; or

4. The harm or potential harm to employees, to the public or public property threatened by the Respondent's actions.

c. Pursuant to Sections 810.08 and 810.09, Fla. Stats., a Trespass Warning may be administered in writing to a Respondent by the City Manager or his/her designee, or by Law Enforcement Officers authorized and requested to do so.

d. The Trespass Warning shall state the facts and circumstances justifying its issuance.

e. The Trespass Warning shall designate with specificity which City rule or policy, or which federal, state or local law, rules, ordinance or regulation has been violated.

f. The Trespass Warning shall identify the scope of its prohibition(s) by address, parcel identification number, or other description so that a reasonable person would understand its meaning, e.g., City Hall, Atlantic Recreation Center, North Beach Park, etc.

g. Copies of all Trespass Warnings issued by the City Manager or his/her designee will be forwarded immediately to the Fernandina Beach Police Department.

(3) Time Period of Trespass Warning. Trespass Warnings shall be issued for a period of one (1) year and shall prohibit Respondent's entry onto the subject public property (City property) for any reason. Should Respondent require access to the subject property for official City business or for the lawful exercise of his/her First Amendment rights, if there is no other reasonable alternative location to conduct necessary business or exercise such First Amendment rights, within the 1 year time period, Respondent should call the Fernandina Beach Police Department, who will arrange for temporary access limited to that necessary to the conduct of official business or the lawful exercise of First Amendment rights.

(4) Arrest. Any Respondent who remains on City property or who returns to City property in violation of any Trespass Warning received pursuant to the provisions of this Section may be arrested for trespassing, consistent with the provisions of Chapter 810, Florida Statutes, as may be amended from time to time.

(5) Authority of Law Enforcement Preserved. This section shall not be construed to limit the authority of Law Enforcement Officers to arrest or cite individuals for violating any other federal law, Florida law, or local government ordinance.

(6) Appeal. The written Trespass Warning shall advise the Respondent of the right to appeal and the location at which to file the form to initiate the appeal. A Respondent shall have the right to appeal the issuance of the Trespass Warning as follows:

a. An appeal of the Trespass Warning must be filed, in writing, within ten (10) days of the issuance of the Warning, and shall include the Respondent's name, address and phone number, if any. The appeal shall be filed in the City Clerk's Office. No fee shall be charged for filing the appeal.

b. Appeals shall be quasi-judicial and shall be heard by a special magistrate provided by the City. The Special Magistrate shall have the authority to control the order and presentation of evidence at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings. The Respondent shall have the right to attend the hearing with an attorney, the right to testify, to call and cross-examine witnesses and to present evidence.

c. Within seven (7) days following the filing of the appeal, the Special Magistrate shall schedule a hearing. Notice of the hearing shall be provided to the Respondent through regular U.S. Mail to the Respondent's address as provided on the notice of appeal.

d. The Special Magistrate shall hold the quasi-judicial hearing as soon as possible. In no event shall the hearing be held later than thirty (30) days from the filing of the appeal, unless agreed to in writing by City and Respondent.

e. NO STENOGRAPHIC RECORD BY A CERTIFIED COURT REPORTER IS MADE OF THE SPECIAL MAGISTRATE HEARING. ACCORDINGLY, ANY RESPONDENT WHO MAY SEEK TO APPEAL ANY DECISION INVOLVING THE MATTERS NOTICED FOR HEARING SHALL HAVE THE RIGHT TO BRING A COURT REPORTER AT THEIR OWN EXPENSE AND WILL BE RESPONSIBLE FOR MAKING A VERBATIM RECORD OF THE TESTIMONY AND EVIDENCE AT THIS HEARING UPON WHICH ANY JUDICIAL APPEAL IS TO BE BASED. THE FAILURE OF ANY PERSON TO RECORD THE HEARING AND TRANSCRIBE THE HEARING FOR PURPOSES OF JUDICIAL APPEAL SHALL RESULT IN AFFIRMANCE OF THE SPECIAL MAGISTRATE'S DECISION.

f. The Special Magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing.

g. The City shall bear the burden of proof by a preponderance of the evidence, that the Trespass Warning was properly issued pursuant to the criteria of this section.

h. Failure of the Respondent to appear personally or through legal counsel shall result in a waiver of rights under this section, dismissal of the action, and an order affirming the determination or action.

i. Within seven (7) days of the hearing, the Special Magistrate shall issue a written decision on the appeal which shall be mailed to the Respondent at the address provided.

j. The quasi-judicial decision of the Special Magistrate is final, and the Respondent is deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review pursuant to law.

k. The Trespass Warning shall remain in effect during the appeal and review process, including any judicial review.

SECTION 5. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 6. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance remain in full force and effect.

SECTION 7. EFFECTIVE DATE. This Ordinance takes effect immediately upon its final enactment.

ENACTED this ____ day of _____, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:

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

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Historic District Council

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment

SYNOPSIS: In accordance with Land Development Code Chapter 9, Section 9.01.0(a); all members and alternate members of the Historic District Council (HDC) shall be appointed by the City Commission.

This HDC endorsement is presented for the Honorable City Commission's consideration and approval: the HDC, at its August 15, 2019 Regular Meeting, approved Mr. Enrique Escalante's transition from Alternate #1 to Regular Member (replacing Mr. Robert Erickson). Term expiration: September 2022

Mr. Escalante is a City resident as required by City Charter, Section 69 and Land Development Code Chapter 9, Section 9.01.0(c).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Enrique Escalante to a three-year term to the Historic District Council.

Caroline Best, City Clerk	8/8/2019
Nicole Bednar, Administrative Services Manager	8/8/2019
Dale Martin, City Manager	8/8/2019

Caroline Best

Date: July 26, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

Caroline Best

From: Samantha Rogic
Sent: Friday, July 26, 2019 3:54 PM
To: 'Enrique Escalante'
Cc: Caroline Best
Subject: RE: HDC reappointment

Mr. Escalante,

Thank you for calling so that we could discuss your move from Alternate 1 to regular voting member. We are glad to hear that you are interested in being reappointed to a 3 year term. Your reappointment will be included as an item on the August 15 HDC agenda for Board consideration.

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](#).

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From: Enrique Escalante [mailto:epescalante18@yahoo.com]
Sent: Friday, July 26, 2019 3:26 PM
To: Samantha Rogic
Subject: Re: HDC reappointment

Ok

Sent from my iPhone

On Jul 25, 2019, at 8:06 AM, Samantha Rogic <srogic@fbfl.org> wrote:

Of course. I'm here all day. ☺
904-310-3485

From: Enrique Escalante [<mailto:epescalante18@yahoo.com>]
Sent: Wednesday, July 24, 2019 6:36 PM
To: Samantha Rogic
Subject: Re: HDC reappointment

Hi Sam. Can I ring you tomorrow?
Re

Sent from my iPhone

On Jul 24, 2019, at 12:36 PM, Samantha Rogic <srogic@fbfl.org> wrote:

Hi Ricky,
At the July 18 HDC, Member Erickson announced his resignation, effective September 1. As Alternate 1, you automatically move into his vacated seat as a regular voting member.
This seat, however, expires September 1, so it will be necessary to reappointment you. Are you interested in reappointment to a 3 year term?

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

<image001.jpg>

If this email is related to the Board that you serve on, please DO NOT REPLY TO ALL.

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Historic District Council

Position	Term	Name & Address	Phone
1	02-20-2018	Benjamin Morrison 2107 Whitfield Drive, Fernandina Beach, FL 32034 benjamin@cotnerassociates.com	(912) 604-9870
2	03-01-2016	Robert Erickson 30 South 3rd Street, Fernandina Beach, FL 32034 rettaerickson@aol.com	(479) 270-0315
3	02-01-2017	Michael Spino 317 South 5th Street, Fernandina Beach, FL 32034 mikespino@bellsouth.net	(904) 583-3554
4	11-01-2018	Michael Harrison 820 Someruelos Street, Fernandina Beach, FL 32034 mharrison@iee.org	(904) 491-1259
5	06-18-2019	Angela Conway 510 Beech Street, Fernandina Beach, FL 32034 Angela.arnett510@gmail.com	(202) 422-2531
6	09-04-2018	James Pozzetta 103 South 18th Street, Fernandina Beach, FL 32034 jamespozzetta@comcast.net	(904) 206-3447
7	04-16-2019	Enrique Escalante 804 Atlantic Avenue, Fernandina Beach, FL 32034 epescalante18@yahoo.com	(904) 277-4300 (361) 222-4631

Historic District Council

Term Length: 36 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Thursday of each month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Salvatore Cumella

scumella@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Benjamin Morrison	02/20/2018	1	09/20/2021
2	Robert Erickson	03/01/2016	1	09/01/2019
3	Michael Spino	02/01/2017	1	01/01/2020
4	Michael Harrison	10/16/2018	3	11/01/2021
5	Angela Conway	06/18/2019	1	05/01/2022
6	James Pozzetta	09/04/2018	1	09/04/2021
7	Enrique Escalante	04/16/2019	1	05/01/2022

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Code Enforcement and Appeals Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve reappointments.

SYNOPSIS: In accordance with Code of Ordinances Section 2-383(a) the City Commission shall appoint members to the Code Enforcement and Appeals Board (CEAB).

These CEAB endorsements are presented for the Honorable City Commission's consideration and approval: Ms. Cindy Crow and Mr. Adam Kaufman terms' expire August 2019. Ms. Crow and Mr Kaufman requested reappointment to serve for one addition three-year term which expires August 2022.

The CEAB, at its August 1, 2019 Regular Meeting, recommended the reappointment of Member Crow and Member Kaufman.

Ms. Crow and Mr. Kaufman are City residents as required by City Charter, Section 69 and Land Development Code Chapter 9, Section 9.01.0(c).

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Member Crow and Member Kaufman to a three year term: August 2020 to the Code Enforcement and Appeals Board.

Caroline Best, City Clerk 8/8/2019

Dale Martin, City Manager 8/8/2019

Submitted By: Katie Newton, Legal Assistant Date: August 02, 2019

COMMISSION ACTION: Approve

From: ccrow@bellsouth.net
To: [Katie Newton](#)
Subject: RE: Board Reappointment
Date: Tuesday, August 6, 2019 12:59:35 PM

Confirmed!

From: Katie Newton <knewton@fbfl.org>
Sent: Tuesday, August 6, 2019 12:25 PM
To: Cindy Crow (ccrow@bellsouth.net) (ccrow@bellsouth.net) <ccrow@bellsouth.net>
Subject: Board Reappointment

Member Crow,

As previously discussed, your term at the Code Enforcement and Appeals Board is expiring. Please confirm via email that you would like to continue to serve in this capacity.

Thank you,

Katie

Katie Newton
Legal Assistant to:
Tammi Bach
City Attorney
City of Fernandina Beach
204 Ash Street
Phone: (904) 310-3277
Fax: (904) 310-3466
www.fbfl.us



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From: [Adam Kaufman](#)
To: [Katie Newton](#)
Subject: Re: Board Reappointment
Date: Tuesday, August 6, 2019 2:45:23 PM

Katie

Member Kaufman is willing to continue serving on the CEAB.

Adam

On August 6, 2019 at 12:23 PM Katie Newton <knewton@fbfl.org> wrote:

Member Kaufman,

As previously discussed, your term at the Code Enforcement and Appeals Board is expiring. Please confirm via email that you would like to continue to serve in this capacity.

Thank you,

Katie

Katie Newton

Legal Assistant to:

Tammi Bach

City Attorney

City of Fernandina Beach

204 Ash Street

Phone: (904) 310-3277

Fax: (904) 310-3466

www.fbfl.us



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Code Enforcement and Appeals Board

Position	Term	Name & Address	Phone
1	08-01-2006	Cynthia Crow 438 North Fletcher Avenue, Fernandina Beach, FL 32034 ccrow@bellsouth.net	(904) 321-0248 (904) 753-1440
2	08-01-2006	Adam Kaufman 116 South 10th Street, Fernandina Beach, FL 32034 adkresolve@comcast.net	(904) 491-0644
3	05-01-2016	Marlene Chapman 2120 Florida Avenue, Fernandina Beach, FL 32034 mm.chap@hotmail.com	(904) 624-5978
4	04-01-2019	Nicole Kresse 2408 1st Avenue, Fernandina Beach, FL 32034 nicolemkresse@gmail.com	(910) 545-5650
5	08-01-2006	Henry Byrd 1514 Calhoun Street, Fernandina Beach, FL 32034 hjbyrd49@gmail.com	(904) 277-3357
6	08-01-2006	Carlton Boyd 438 North Fletcher Avenue, Fernandina Beach, FL 32034 bboyd@domesticdesignsinc.com	(904) 321-0248 (904) 753-1438
7	05-01-2016	Gail Shults 3165 South Fletcher Avenue, Fernandina Beach, FL 32034 Gail.shults@yahoo.com	(904) 261-9416

Code Enforcement and Appeals Board

Term Length: 36 Months

Max Terms: 1 Term(s)

Number of Members: 9

Meeting Schedule: First Thursday of every month

Meeting Time: 5:30 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Michelle Forstrom

mforstrom@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Cynthia Crow	08/01/2006	1	08/01/2019
2	Adam Kaufman	08/01/2006	1	08/01/2019
3	Marlene Chapman	05/01/2016	1	08/01/2020
4	Nicole Kresse	04/01/2019	1	05/01/2022
5	Henry Byrd	08/01/2006	1	08/01/2020
6	Carlton Boyd	08/01/2006	1	09/01/2021
7	Gail Shults	05/01/2016	1	11/01/2020

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 8/8/2019

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 8/8/2019

Date: May 31, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Land Development Code Amendment - Prohibiting Vehicular Race Tracks,
Driver/Training Courses and Go-Cart Courses

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion

SYNOPSIS: Discussion regarding amending the Land Development Code specific to attached Exhibit "E" from the lease document handed out by developer at the City Commission Workshop on June 18, 2019.

This item is placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 8/1/2019

Dale Martin, City Manager 8/8/2019

Date: August 01, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

EXHIBIT E

PERMITTED USES

1. CORE 4A

a. Primary Uses:

- i. Lodging Accommodations.
- ii. Clubs, Public or Private; Community and Recreation Centers.
- iii. Theaters, Movie or Performing Arts.
- iv. Health Clubs and Gyms.

b. Accessory Uses:

- i. Restaurants, cafes, and eating establishments, which may include the retail sale and service of food and/or alcoholic beverages inside or outside.
- ii. Amenity/recreation center, which may include a pool, water park, tennis courts, cabana/clubhouse, health/exercise facility, meeting rooms, and similar uses.
- iii. Parking Lots and Parking Garages.
- iv. Parks, playgrounds, playfields, and recreational and community structures.
- v. Conservation, open space, greenspace, and passive open space uses, including recreational paths, benches, picnic tables, informational displays, kiosks, viewing areas, observation decks, and associated community/recreational structures.
- vi. Stormwater, surface water management and flood control improvements, as permitted by the applicable regulatory agencies.
- vii. Essential services, including, but not limited to, water, sewer, gas, telephone, radio and electric.
- viii. Any other building, use, or structure that is a subordinate use or building customarily incidental to one of the Primary Uses listed above and located within Core 4A.

2. CORE 4B – ALTERNATIVE 1 (GOLF COURSE)

a. Primary Uses:

- i. Golf Course.
- ii. Public Recreation Buildings.
- iii. Recreation, Outdoor Amusements, such as Miniature Golf or Fishing Piers, excluding Amusement Parks and Drive-in.

b. Accessory Uses:

- i. Parking Lots and Parking Garages.
- ii. Parks, playgrounds, playfields, and recreational and community structures.
- iii. Conservation, open space, greenspace, and passive open space uses, including recreational paths, benches, picnic tables, informational displays, kiosks, viewing areas, observation decks, and associated community/recreational structures.
- iv. Stormwater, surface water management and flood control improvements, as permitted by the applicable regulatory agencies.

- v. Essential services, including, but not limited to, water, sewer, gas, telephone, radio and electric.
- vi. Any other building, use, or structure that is a subordinate use or building customarily incidental to one of the Primary Uses listed above and located within Core 4A.

3. CORE 4B – ALTERNATIVE 2 (AUTO-CENTRIC USES)

a. Primary Uses:

- i. Clubs, public or private; Community and Recreation Centers – related to automobiles.
- ii. Automobile Repair, Garage, Body Shop.
- iii. Business Colleges; Commercial, Trade, Vocational, and Arts Schools – related to automobiles.
- iv. Distribution, Packing, and Shipping.
- v. Government and Civic Buildings, including Library and Museum.
- vi. Light Indoor Manufacturing Uses, including Packaging and Fabricating.
- vii. Manufacturing and/or Assembly – Light.
- viii. Mini-storage or Self-storage Facility.
- ix. Parking Lots and Parking Garages.
- x. Professional Offices.
- xi. Public Recreation Buildings.
- xii. Recreation, Outdoor Amusements, such as Miniature Golf or Fishing Piers, excluding Amusement Parks and Drive-in.
- xiii. Recreation, Indoor Facilities, such as Billiard Parlors, Bowling Alleys, Game Rooms and Skating Rinks.
- xiv. Research, Education, and Development Facilities.
- xv. Restaurant, With or Without Drive-Through.
- xvi. Retail Stores.
- xvii. Specialty and Gift Shops such as Art, Antique, or Jewelry Shops, Books, or Stationers.
- xviii. Warehouse.
- xix. Welding or Sheet Metal Works.

b. Accessory Uses:

- i. Parking Lots and Parking Garages.
- ii. Parks, playgrounds, playfields, and recreational and community structures.
- iii. Conservation, open space, greenspace, and passive open space uses, including recreational paths, benches, picnic tables, informational displays, kiosks, viewing areas, observation decks, and associated community/recreational structures.
- iv. Stormwater, surface water management and flood control improvements, as permitted by the applicable regulatory agencies.
- v. Essential services, including, but not limited to, water, sewer, gas, telephone, radio and electric.
- vi. Any other building, use, or structure that is a subordinate use or building customarily incidental to one of the Primary Uses listed above and located within

Core 4B such as a training/driving course, watch tower and emergency services center, member storage facilities, karting center, and similar uses.

4. CORE 5

a. Primary Uses:

- i. Preservation.
- ii. Conservation, open space, greenspace, and passive open space uses, including recreational paths, benches, picnic tables, informational displays, kiosks, viewing areas, observation decks, and associated community/recreational structures. The aforementioned passive uses will only be constructed/developed with prior authorization from the City Commission.

5. CORE 6

a. Primary Uses:

- i. Airport related uses including public and private aircraft storage and maintenance hangars.
- ii. Aircraft repair/service bays.
- iii. Aircraft equipment repair facilities.
- iv. Aviation terminal.
- v. Aviation schools, research, and educational facilities.
- vi. Construction, sales (new and used) of aircraft and aircraft supplies.
- vii. Retail sales.
- viii. Clubs, public or private, related to aircraft use.
- ix. Distribution, packing, shipping, freight and moving facilities associated with aircraft.

b. Accessory Uses:

- c. Parking Lots and Parking Garages.
- d. Parks, playgrounds, playfields, and recreational and community structures.
- e. Conservation, open space, greenspace, and passive open space uses, including recreational paths, benches, picnic tables, informational displays, kiosks, viewing areas, observation decks, and associated community/recreational structures.
- f. Stormwater, surface water management and flood control improvements, as permitted by the applicable regulatory agencies.
- g. Essential services, including, but not limited to, water, sewer, gas, telephone, radio and electric.
- h. Any other building, use, or structure that is a subordinate use or building customarily incidental to one of the Primary Uses listed above and located within Core 6.

Caroline Best

From: Chip Ross
Sent: Thursday, August 1, 2019 10:49 AM
To: Dale Martin
Cc: Chip Ross; Caroline Best; Tammi Bach
Subject: FW: Allowed Uses Amelia Island River Property
Attachments: 20190710092113.pdf

Item for Discussion

20 August 2019 Meeting

RE: Discussing having Staff and the Planning Advisory Board making a recommendation about changing the Land Development Code to prohibit, auto driver/training courses , go-cart courses, and auto race tracks as principal and accessory uses in the City.

Apparently this was overlooked for placement on the 6 August meeting. If this item would be placed on the 20 August meeting it would be appreciated. Please include the e-mail thread and Exhibit E in the packet as previously requested.

Please confirm receipt. Thank you

chip ross

From: Chip Ross
Sent: Friday, July 19, 2019 7:34 AM
To: Dale Martin
Cc: Tammi Bach; Chip Ross; Caroline Best; santrylaw@gmail.com
Subject: FW: Allowed Uses Amelia Island River Property

Good morning:

For the 6 August 2019 Commissioner meeting, please put an item to discuss changing the Land Development Code to prohibit, auto driver/training courses , go-cart courses, and auto race tracks as principal and accessory uses in the City.

Please include the below e-mail thread and Exhibit E in the packet.

Thanks

chip ross

From: Tammi Bach [tbach@fbfl.org]
Sent: Wednesday, July 10, 2019 10:54 AM
To: Chip RossEx
Cc: Dale Martin; Jacob Platt
Subject: RE: Allowed Uses Amelia Island River Property

See attached Exhibit "E" from the lease document handed out by developer at the June 18, 2019 City Commission Workshop. If the attorneys for Steve Leggett believe that a driving track and karting facility are allowable as accessory uses under the current Land Development Code, it would eliminate that argument and certainly clarify the City Commission's intention by amending the Land Development Code. However, it is not good practice to "react" to proposed development on a case by case basis because of unintended consequences. Changing the Table of Land Uses will apply to all properties within a certain zoning district. I continue to give the same legal advice regarding development or redevelopment of the Amelia River Golf property. It is City-owned property, therefore, the City controls what uses are allowed.

Tammi E. Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466
tbach@fbfl.org



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From: Chip Ross <cross@fbfl.org>
Sent: Wednesday, July 10, 2019 6:56 AM
To: Tammi Bach <tbach@fbfl.org>
Cc: Chip Ross <cross@fbfl.org>; Dale Martin <dmartin@fbfl.org>
Subject: RE: Allowed Uses Amelia Island River Property

Thank you for your response.

I am not asking for a legal brief. I am asking if in general the uses described below are prohibited under the current Land Development Code as principal and accessory uses . If the answer is not a definitive yes they are prohibited, then I will propose changes to the Land Development Code to ensure that they are prohibited. I think the out pouring of citizen comment has made that is the desire of the community. Thanks

chip ross

From: Tammi Bach [tbach@fbfl.org]
Sent: Tuesday, July 09, 2019 6:30 PM
To: Chip Ross; Dale Martin
Subject: Fwd: Allowed Uses Amelia Island River Property

My email has been behaving strangely today. Please confirm you have received this email.

Tammi E. Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466
tbach@fbfl.org

From: Tammi Bach <tbach@fbfl.org>
Sent: Tuesday, July 9, 2019 3:35 PM
To: Chip Ross
Cc: Dale Martin
Subject: RE: Allowed Uses Amelia Island River Property

Commissioner Ross:

I understand that those questions are being asked in the public sphere, and I think that it is important to clarify the restrictions currently placed on the property. **This is not private land** in the City where we (and our citizens) must know our legal arguments with regard to allowable uses in the I-1 zoning district. **This is City-owned property** with a current lease that is only **allowed to be used as a golf course and hotel**. The lease, which is in effect for another (40+ - until 2065) years, provides the guidelines on how that property may be used. If the City Commission is not interested in hearing proposals for this **City-owned property** other than **golf course and hotel**, then it would be appropriate to publicly direct the City Manager not to bring any proposals to the Commission other than those allowable under the current lease. It would be inappropriate for me to provide legal opinions based upon hypothetical fact patterns.

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466

tbach@fbfl.org



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From: Chip Ross <cross@fbfl.org>

Sent: Tuesday, July 9, 2019 2:39 PM

To: Tammi Bach <tbach@fbfl.org>

Cc: Dale Martin <dmartin@fbfl.org>; Chip Ross <cross@fbfl.org>

Subject: FW: Allowed Uses Amelia Island River Property

9 July 2019

On 8 July 2019 I received an e-mail from Steve Leggett [Signature Land, Inc.] that stated in pertinent part:

“We remain excited about building an innovative new development that will deliver numerous public amenities, robust revenue for the City, and a special place for car enthusiasts to enjoy their shared passion....

With that in mind, we would respectfully request that any action on the proposed lease extension for this development be removed from the City Commission’s July 16 agenda. We will be in touch soon and look forward to discussing potential changes and ideas.”

Review of Exhibit E of the lease that was submitted concerning the above project, states that permitted uses of the property would include “driver/training course”, “karting” and “one annual race event”.

As discussed in my previous e-mail dated 25 May 2019 [see below] “Any land use this is not identified in Table 2.03.02 is prohibited”. Neither “driver/training course”, “karting” or a race track are listed uses in the table and therefore presumably prohibited.

It appears the developer intends to return to discuss “potential changes and ideas”. Therefore, so that the citizens and developer know what is legally currently allowed in the City I request your interpretation of the following:

1. Is a “driver/training course” allowed as either a principal use or accessory use in the City?

2. Is “karting” allowed as either a principal use or accessory use in the City?
3. Is a race track allowed as either a principal use or accessory use in the City?
4. If a “driver/training course” is an allowed use in the City, can that course be used for auto races?

Judging from my e-mails, the answer to the above questions are of intense public interest. Your answer to the above questions at your earliest convenience would be appreciated. If the uses are prohibited, it would seem that any further proposals including the above named uses are in direct conflict with the Land Development Code. Therefore it would be inappropriate for any further discussion without the developer first applying to add those uses and the City Commission approving those uses to the Land Development Code. I do not believe that is likely to happen.

Thank you

chip ross

From: Kelly Gibson [kgibson@fbfl.org]

Sent: Tuesday, May 28, 2019 10:13 AM

To: Commissioners

Cc: Nathan Coyle; santrylaw@gmail.com; Dale Martin; Tammi Bach; Jacob Platt

Subject: RE: Allowed Uses Amelia Island River Property

REMINDER: PLEASE DO NOT REPLY TO ALL.

Commissioners,

Planning staff has not been asked to provide any guidance on this project. The information we have received on the topic is limited to only that which has been conveyed in a public forum. Commissioner Ross's review of Table of Land Uses (LDC Section 2.03.02) is accurate to the extent that as a principal use of a parcel of property the proposed improvements of a "driving course or go-kart track" would not be permissible since those uses are not defined by the LDC, nor are they substantially similar to another defined use. Without benefit of a full proposal explaining the connection between the various proposed uses, it is difficult to determine whether compliance with the LDC will be achieved. At this point, we will wait for more information to be provided.

Please let me know, individually, if you have any additional questions.

Sincerely,

Kelly N. Gibson, AICP
Planning & Conservation Director

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
****NEW PHONE NUMBERS****

MAIN: 904.310.3480

DIRECT: 904.310.3481

kgibson@fbfl.city

www.fbfl.us/planning

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From: Chip Ross <cross@fbfl.org>

Sent: Saturday, May 25, 2019 4:21 PM

To: Dale Martin <dmartin@fbfl.org>; Tammi Bach <tbach@fbfl.org>

Cc: Nathan Coyle <ncoyale@fbfl.org>; Kelly Gibson <kgibson@fbfl.org>; santrylaw@gmail.com; Chip Ross

<cross@fbfl.org>

Subject: Allowed Uses Amelia Island River Property

It has been brought to my attention that a car driving course and /or a go kart course may not be allowed uses in the City under the provisions of the current land development code.

Table 2.03.02 of the Land Development Code [see below] enumerates the allowed land uses in the City. "Any land use that is not identified in Table 2.03.02 is prohibited." Neither a car driving course or a go kart course are listed uses in the table and therefore presumably prohibited.

Please confirm if my interpretation of the Land Development Code is correct. If my interpretation is not correct, please let me know why it is not correct.

Has any individual requested an interpretation of the Land Development Code to see if these uses [car driving course and go kart course] are substantially similar to any listed uses?

If so who, and what were they advised?

Thanks

chip ross

Land Development Code as presently written

"2.03.00 LAND USES PERMITTED IN EACH ZONING DISTRICT 2.03.01 How to Read the Table of Uses

A. Table 2.03.02 sets for the permissible uses within zoning districts. The letter “P” indicates that the land use is permissible, subject to compliance with the standards of the zoning district. Additional standards for Commerce Parks, Large Scale Commercial Development, and Telecommunications Facilities are applicable and are located in Chapter 6.

B. The letter “S” indicates that the land use is permissible, subject to compliance with the standards of the zoning district, and the supplemental standards specified for the use. Supplemental standards are contained in Section 6.02.00.

C. An empty cell indicates the land use is prohibited.

D. Any land use that is not identified in Table 2.03.02 is prohibited. A property owner may request an interpretation to determine if a use that is not identified is permissible, based on substantial similarity of the requested use to permissible uses within the zoning district in which the property is located. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 2.03.02. Such characteristics include, but are not limited to:

1. Typical hours of operation;
2. Use of outdoor storage;
3. Trip generation rates;
4. Generation of noise, light pollution, odor, smoke, electromagnetic interference, or vibration; and
5. Customary functions of the use.”

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Alternative Dune Walkover Construction Materials

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: To be determined based upon City Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 8/2/2019

Dale Martin, City Manager 8/8/2019

Date: August 02, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Increasing Access, Stewardship and Resiliency of Fernandina Beach Coastal Resources Agreement Number: R1921
2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard (Department)
Tallahassee, Florida 32399-3000
- Grantee Name: City of Fernandina Beach Entity Type: Local Government
- Grantee Address: 204 Ash Street, Fernandina Beach, FL 32034 FEID: F59-6000317 (Grantee)
3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2020
4. Project Number: R1921 Project Location(s): City of Fernandina Beach
(If different from Agreement Number)
- Project Description: To restore and stabilize four degraded dune areas of significant environmental value, which will increase the protective resiliency of the Fernandina Beach dunes against sea water encroachment related to Hurricanes and Sea Level Rise.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$75,000.00</u>	☒ State ☐ Federal	<u>CSFA #37.098</u>	<u>\$75,000.00</u>
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$75,000.00</u>

6. Department's Grant Manager Name: Whitney Gray or successor
Address: 3900 Commonwealth Blvd.
MS235
Tallahassee, FL 32399
Phone: 850-245-2098
Email: Whitney.Gray@FloridaDEP.gov
- Grantee's Grant Manager Name: Lorelei Jacobs or successor
Address: 204 Ash Street
Fernandina Beach, FL 32034
Phone: 904-310-3014
Email: ljacobs@fbfl.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facis.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): <u>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form</u>

Ready to implement.

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Fernandina Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

July 1, 2019

Date Signed

Dale L. Martin, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Kevin Clawdgo, Director

Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
- e. https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. Status Reports.
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R1921**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is restore and stabilize four degraded dune areas of significant environmental value, which will increase the protective resiliency of the Fernandina Beach dunes against sea water encroachment related to Hurricanes and Sea Level Rise. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 for each occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R1921

ATTACHMENT 3

Project Title: Increasing Access, Stewardship and Resiliency of Fernandina Beach Coastal Resources

Grantee Contact Information:

Organization Name: City of Fernandina Beach
Authorized Signer for the Organization: Dale L. Martin
Title: City Manager
Address: 204 Ash Street
City: Fernandina Beach
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3101
E-mail Address: dmartin@fbfl.org

Grant Manager Contact Information:

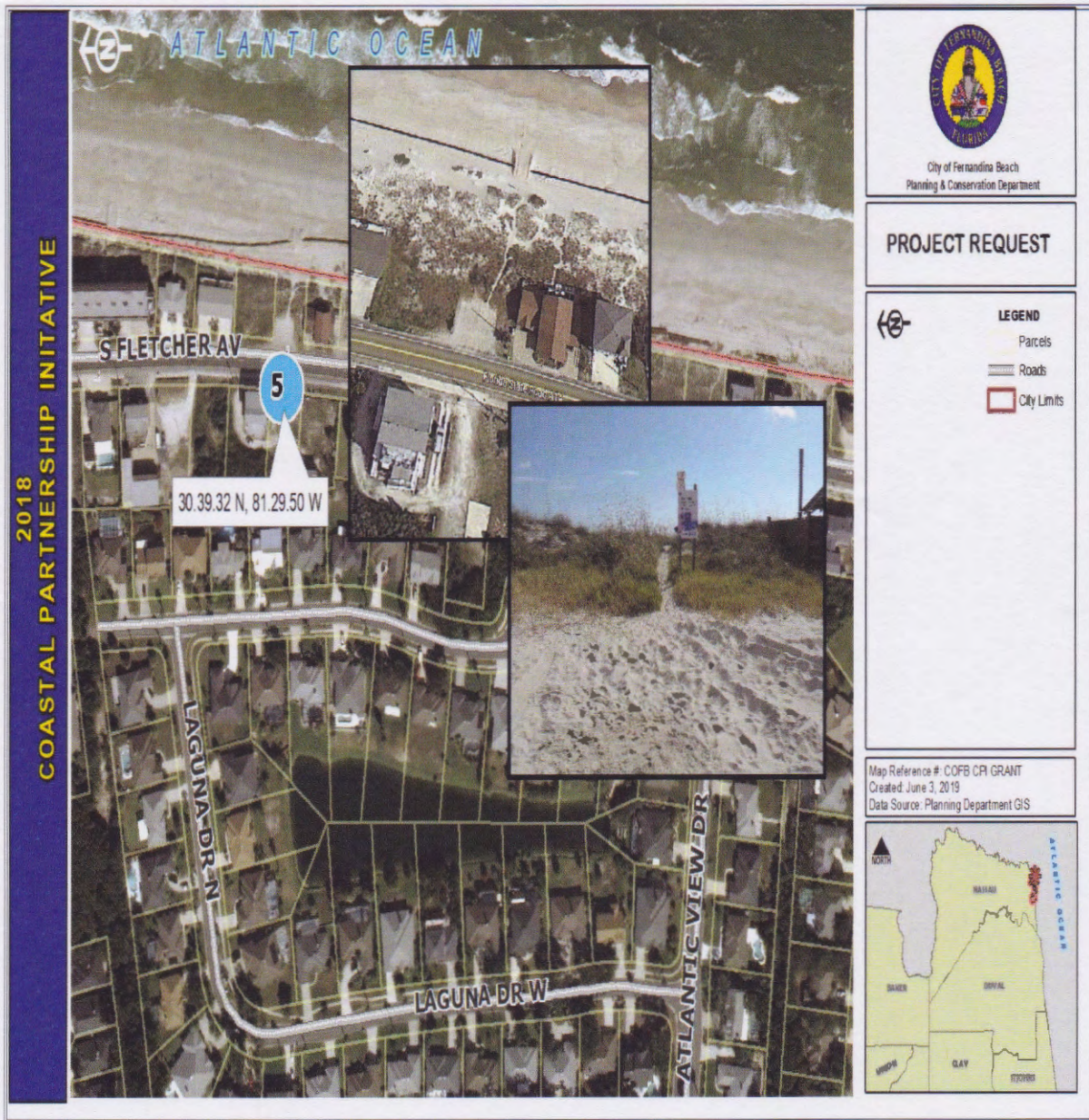
Organization Name: City of Fernandina Beach
Name: Lorelei Jacobs
Title: Grants Administrator
Address: 204 Ash Street
City: Fernandina Beach
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3014
E-mail Address: ljacobs@fbfl.org

Fiscal Agent Contact Information:

Organization Name: City of Fernandina Beach
Name: Pauline Testagrose
Title: Comptroller
Address: 204 Ash Street
City: Fernandina Beach
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3334
E-mail Address: ptestagrose@fbfl.org

FEID No.: 59-6000317

PROJECT LOCATION:



WORK PLAN

- 1. Project Summary:** The “Increasing Access, Stewardship and Resiliency of Fernandina Beach Coastal Resources” project will construct a new 6 X 100 beach dune walkover at City of Fernandina Beach Access Point 5 and place sand fences, pedestrian control lanes, and sea oats at four beach dune areas to increase protective dune accumulations.
- 2. Project Description:** This project will help restore and stabilize four deteriorating dune areas of significant environmental value, which will increase the protective resiliency of the Fernandina Beach dunes against sea water encroachment related to hurricanes and sea level rise. There are three

Attachment 3, DEP Agreement #: R1921

2 of 7

primary tasks to the “Increasing Access, Stewardship and Resiliency of Fernandina Beach Coastal Resources” project. Task 1, which will commence immediately upon completion of the grant award processes will consist of obtaining the land survey and engineering design plans necessary for the construction of a new large dune walkover at Fernandina Beach Public Beach Access 5. Tasks 2 and 3 will commence immediately after sea turtle nesting season which occurs May 1 – October 31, 2019. Task 2, which will be completed between November 1, 2019 and January 30, 2020, will be the physical construction of a new approximately 6 X 100 foot dune walkover at Beach Access 5. Task 3, which will be completed between February 1, 2020 and April 1, 2020 will be the installation of a minimum of 300 lineal feet of sand fencing in accordance with FDEP guidelines, the planting and continued watering of a minimum of 300 shoots of Sea Oats, and the installation of pedestrian control lanes at Beach Accesses 5, 6, 9, and 10 to support the restoration and new accumulation of dunes in areas proximate to these public beach access points.

3. Project Need and Benefit:

- a. Explain the demonstrated need, which the project addresses.

The City of Fernandina Beach has approximately 4 miles of pristine beaches with 48 public access points. Nineteen of these public beach access points have pedestrian trails through the sand, i.e. dune walkthroughs, and twenty-nine beach access points have constructed dune walkovers.



Access Point 5 Walkthrough



Fernandina Beach Walkover

According to a recent draft *Engineering Documentation Report on Dune Resiliency at the Nassau County Shore Protection Project (SPP)*, the U.S. Army Corp (USACE) of Engineers Jacksonville District:

“The USACE typically recommends placing dune walkovers at all pedestrian access in order to keep people out of the dunes.... The advantage of dune walkovers compared to walkthroughs is that the walkovers allow people to access the berm without impacting the dune and associated vegetation. Dune walkthroughs (especially when they are unmarked) lack controlling features to prevent degradation to the dune and vegetation. This degradation can become significant if the access is heavily trafficked and if the elevation of the walkthrough is eroded enough, it can become a vulnerability to inundation from elevated water levels. Other potential impacts to direct access through the dune include damage to habitat and damage to vegetation. These impacts can be exacerbated if the walkthroughs are not well defined and people are not careful to stay within them.... “This Engineering Documentation Report (EDR) demonstrates that modifying the existing Nassau County SPP to incorporate dune features for increased resilience is consistent with the project purposes and meet the requirements of the Hurricanes Harvey, Irma and Maria Supplemental (HIM Sup) authorization for construction.”

In 1989, during Hurricane Hugo, Fernandina City streets on the northern side of the City suffered extreme flooding from stormwater that encroached through low pedestrian paths of the dune systems. The storm surge caused water to breach the dune systems in the low-lying areas, enter the existing stormwater system, and contaminate the Egans Creek nature area. Flooding in this area prevented the movement of citizens and emergency response operations.

Today, the dune system in this area is much longer and higher. City of Fernandina Beach Maintenance Director Rex A. Lester who has been with the City thirty-three years, estimates that the sand dunes are three-to-ten feet higher than when Hurricane Hugo came by the island. One strategy that has been utilized by the City to support higher sand dunes since 1989 is the installation of 29 beach dune walkovers at public access points to keep beachgoers from creating low-lying walking trails that serve as channels through which sea water can flow during storm surges. Replacing dune walkthroughs with dune walkovers and installing new sand fencing to channel people on planned walking areas away from dunes and sea oats and installing new shoots of sea oats helps eradicate low-lying footpaths which create vulnerability to flooding. Additionally, dune walkovers at public access helps protect the several species of endangered sea turtles which nest each year on local beaches. However, many of the City of Fernandina’s beach walkovers are nearing the end of their functional lives. In fact, three beach walkovers have been recently removed due to safety concerns after an engineering study found them to be unsafe and many others require improvements. Another issue facing City dunes are that at some beach access points with beach walkthroughs, foot traffic is causing ongoing erosion. The costs to repair or replace old dune walkovers, to construct new dune walkovers, and to make modifications to existing dune walkthroughs has become prohibitively high cost for the small population of approximately 12,000 residents of Fernandina Beach. As a result, the City of Fernandina Beach seeks State of Florida Department of Environmental funding assistance for these structures.

- b. Explain how the proposed project meets the purpose of one or more of the Goals and/or Priority Areas.

The Access to Coastal Resources: The installation of a new dune walkover at beach Access 5 and the provision of sand fencing, and sea oat shoots at Access Points 5, 6, 9 and 10 will meet this priority by accomplishing the stated small-scale capital dune walkover priority to accommodate public access to coastal and marine resources.

Coastal Resource Stewardship: The installation of a new dune walkover at beach Access 5 and the provision of sand fencing, and sea oat shoots at Access Points 5, 6, 9 and 10 will meet this priority by promoting stewardship and appreciation of fragile coastal resources through the use of volunteers and by facilitating dune restoration.

Resilient Communities: The installation of a new dune walkover at Public Access 5 and the provision of sand fencing, and sea oat shoots at Access Points 5, 6, 9 and 10 will meet this priority by improving Fernandina Beach's resiliency to coastal hazards through the further development of protective sea dunes by the provision of a newly constructed dune walkover, channels that divert foot traffic onto planned paths, and the planting of sea oats and sand fencing which will serve as anchors to new dune development.

- c. Discuss how the project is feasible and can be completed by the Deadline of May 30, 2019.

Commencement of the construction activities of the "Increasing Access, Stewardship and Resiliency of Fernandina Beach Coastal Resources" cannot take place until after the completion of sea turtle nesting season on October 31, 2019. However, the project Objectives and timelines which will take place from November 1, 2019 to March 1, 2020 (See Section 2: Project Description) will be completed by contracting with vendors committed to meeting the project timelines and by the supervision of the project deliverables by two full-time City supervisors.

4. **Budget Summary:** Allowable budget categories and costs for this project are listed in the table below.

FIXED PRICE	Grant Amount Requested
AGREEMENT TOTAL	\$75,000

- A. **Provide an explanation on what methods were used to determine the amount you are requesting:** Estimate of Project Cost was provided by local engineer who has experience constructing City of Fernandina Beach Walkovers.

5. **Project Timeline:** All tasks are to be completed and submitted no later than the Deliverable due date listed in the table below. Request for any change must be submitted prior to the current deliverable due date listed in the project timeline. Request are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	Survey and Design	10/30/2019	\$8,500
2	Construction of Dune Walkover 5	01/30/2020	\$59,500
3	Installation of Dune Fencing, Planting of Sea Oats and installation of pedestrian control lanes	04/01/2020	\$ 7,000

6. **Performance Measure:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. All deliverable documents must be provided in an electronic downloadable format.

7. **Consequences for Non-Performance:** The Department will reduce each Task Funding Amount by 5% for every day that the Deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current Deliverable Due Date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.
8. **Payment Request Schedule:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all Deliverables for that Task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that Task and must be submitted within 45 days of the Deliverable Due Date.

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all Tasks, and must be submitted within 45 days of the Deliverable Due Date.

TASKS & DELIVERABLES

There are three primary tasks to the "Increasing Access, Stewardship and Resiliency of Fernandina Beach Coastal Resources" project.

Task # 1

- A. **Title:** Land Survey of Construction Site at Beach Access Point 5 and Design of Beach Walkover.
- B. **Description:** Task 1, which will be completed between June 30, 2019 and October 30, 2019 will consist of taking all actions necessary to allow construction of the new dune walkover at Beach Access Point 5 to begin immediately after the conclusion of sea turtle nesting season on November 1, 2019. Specific work completed through this task is the land survey of the construction site and engineering design of the new dune walkover.
- C. **Deliverable:** Submittal of the final land survey and walkover engineering design plans.

Task # 2

- A. **Title:** Construction of New Dune Walkover to Replace Beach Walkthrough.
- B. **Description:** Task 2, which will be completed between November 1, 2019 and January 30, 2020, will be comprised of the construction of new dune walkover at public access point 5.
- C. **Deliverable:** A minimum of 5 photos showing the new dune walkover measuring approximately 6 X 101 feet at Public Beach Access 5.

Task #3

- A. **Title:** Installation of Sand Fencing, Sea Oats and Pedestrian Control Lanes
- B. **Description:** Task 3, which will be completed between February 1, 2020 – April 1, 2020, will be the installation of a minimum of 300 lineal feet of sand fencing in accordance with FDEP

guidelines, the planting and continued watering of a minimum of 300 shoots of Sea Oats, and the installation of pedestrian control lanes at Beach Accesses 5, 6, 9, and 10 to support the restoration and new accumulation of dunes in areas proximate to these public access points.

- C. Deliverable:** A minimum of 5 Pictures of the installation new sand fencing, Sea Oats and pedestrian control lanes that increase the protective dune accumulation.

1 A bill to be entitled
2 An act relating to the Appropriations Project titled
3 Fernandina Beach Dune Stabilization Project; providing
4 an appropriation; providing an effective date.

5
6 Be It Enacted by the Legislature of the State of Florida:

7
8 Section 1. Fernandina Beach Dune Stabilization Project is
9 an Appropriations Project as defined in The Rules of The Florida
10 House of Representatives and is described in Appropriations
11 Project Request 467, herein incorporated by reference.

12 Section 2. For fiscal year 2019-2020 the nonrecurring sum
13 of \$146,640 from the General Revenue Fund is appropriated to the
14 Department of Environmental Protection to fund the Fernandina
15 Beach Dune Stabilization Project as described in Appropriations
16 Project Request 467.

17 Section 3. This act shall take effect July 1, 2019.

\$ 293,280 total project
{ \$ 146,640 state funds
146,640 local funds

Page 1 of 1

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

cannot begin implementation -
i.e. - waiting on contract from state. hb3635-00

Appropriations Project Request - Fiscal Year 2019-20

For projects meeting the Definition of House Rule 5.14

1. Title of Project: Fernandina Beach Dune Stabilization Project

2. Date of Submission: 01/31/2019

3. House Member Sponsor: Cord Byrd

Members Copied:

4. DETAILS OF AMOUNT REQUESTED:

a. Has funding been provided in a previous state budget for this activity? No

If answer to 4a is "No" skip 4b and 4c and proceed to 4d, Col. E

b. What is the most recent fiscal year the project was funded?

c. Were the funds provided in the most recent fiscal year subsequently vetoed?

d. Complete the following Project Request Worksheet to develop your request:

FY:	Input Prior Year Appropriation for this project for FY 2018-19 (If appropriated in 2018-19 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2019-20 (Requests for additional RECURRING funds are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non- vetoed amounts provided in Column A)	Additional Nonrecurring Request	TOTAL Nonrecurring plus Recurring Base Funds (Will equal the amount from the Recurring base in Column D plus the Additional Nonrecurring Request in Column E.)
Input Amounts:					146,640	146,640

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2019-20? No

5a. If yes, which state agency?

5b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested? Department of Environmental Protection

5c. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes

5d. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Failure would result in cancellation of the contract and forfeiture of remaining balance of unspent Appropriation

6. Requester:

- a. Name: Dale Martin
- b. Organization: City of Fernandina Beach
- c. Email: dmartin@fbfl.org
- d. Phone #: (904)310-3100

7. Contact for questions about specific technical or financial details about the project:

- a. Name: Dale Martin
- b. Organization: City of Fernandina Beach
- c. Email: dmartin@fbfl.org
- d. Phone #: (904)310-3100

8. Is there a registered lobbyist working to secure funding for this project?

- a. Name: Arthur Jacobs
- b. Firm: Jacobs Scholz & Associates
- c. Email: aijacobs@comcast.net
- d. Phone #: (904)261-3693

9. Organization or Name of entity receiving funds:

- a. Name: City of Fernandina Beach
- b. County (County where funds are to be expended): Nassau
- c. Service Area (Counties being served by the service(s) provided with funding): Nassau

10. What type of organization is the entity that will receive the funds? (Select one)

- ☐ For Profit
- ☐ Non Profit 501(c) (3)
- ☐ Non Profit 501(c) (4)
- ☒ Local Government
- ☐ University or College
- ☐ Other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

Construction of Oceanfront Dunes Stormwater Project

12. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Nonrecurring (Should equal 4d, Col. E) Enter "0" if request is zero for the category
Administrative Costs:		
☐ a. Executive Director/Project Head Salary and Benefits		
☐ b. Other Salary and Benefits		
☐ c. Expense/Equipment/Travel/Supplies/Other		
☐ d. Consultants/Contracted Services/Study		
Operational Costs:		
☐ e. Salaries and Benefits		
☐ f. Expenses/Equipment/Travel/Supplies/Other		
☐ g. Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
☒ h. Construction/Renovation/Land/Planning Engineering	Construction/repair of oceanfront dune ecosystem and dune walkovers to mitigate stormwater over wash damage to upland infrastructure	146,640
TOTAL		146,640

13. For the Fixed Capital Costs requested with this issue (In Question 12, category "h. Fixed Capital Outlay" was selected), what type of ownership will the facility be under when complete? (Select one correct option)

☐ For Profit

☐ Non Profit 501(c) (3)

☐ Non Profit 501(c) (4)

☒ Local Government (e.g., police, fire or local government buildings, local roads, etc.)

☐ State agency owned facility (For example: college or university facility, buildings for public schools, roads in the state transportation system, etc.)

☐ Other (Please describe)

14. Is the project request an information technology project?

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Yes

15a. Please Describe:

Project supported by the City of Fernandina Beach City Commission

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?

Yes

16a. Please Describe:

U.S. Army Corp of Engineers

17. Will the requested funds be used directly for services to citizens?

18. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit
☒ Improve physical health	New Dune Walkovers will enhance access to beach and provide increased safety when traversing the dune ecosystem.	Monitor use of public beach access points.

☐ Improve mental health		
☒ Enrich cultural experience	The beach ecosystem is a significant natural resource supporting local tourism economy.	Beach access is important to tourism, measured by tourist development tax revenues.
☐ Improve agricultural production/promotion/education		
☐ Improve quality of education		
☒ Enhance/preserve/improve environmental or fish and wildlife quality	Environmental protection of the dune ecosystem prevents stormwater from intruding uplands.	Reduced flooding from storms.
☒ Protect the general public from harm (environmental, criminal, etc.)	Environment is harmed from intrusion of stormwater over breached dune ecosystem.	Reduced flooding from storms.
☒ Improve transportation conditions	A1A and local streets are flooded and infrastructure compromised by stormwater flooding over breached dune ecosystem.	Reduced flooding from storms.
☒ Increase or improve economic activity	Enhanced tourism	See above
☒ Increase tourism	Enhanced tourism experience.	See above.
☐ Create specific immediate job opportunities		
☐ Enhance specific individual's economic self sufficiency		
☐ Reduce recidivism		
☐ Reduce substance abuse		
☐ Divert from Criminal/Juvenile justice system		
☐ Improve wastewater management		

☒ Improve stormwater management	Reduced flooding by seawater intrusion..	Measured utilizing past flood water record
☒ Improve groundwater quality	Salt water intrusion effects groundwater quality.	Measured utilizing past flood water records
☐ Improve drinking water quality		
☐ Improve surface water quality		
☐ Other (Please describe):		

19. Provide the total cost of the project for FY 2019-20 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	146,640	50.0%	N/A
2. Federal:	0	0.0%	No
3. State: (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local:	146,640	50.0%	Yes
5. Other:	0	0.0%	No
TOTAL	293,280	100%	

20. Is this a multi-year project requiring funding from the state for more than one year?

Yes

20a. How much state funding would be requested after 2019-20 over the next 5 years?

☐ <1M

☒ 1-3M

☐ >3-10M

☐ >10M

20b. How many additional years of state support do you expect to need for this project?

☐ 1 year

☒ 2 years

☐ 3 years

☐ 4 years

☐ ≥ 5 years

20c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

☒ Ongoing activity – no total cost

☐ <1M

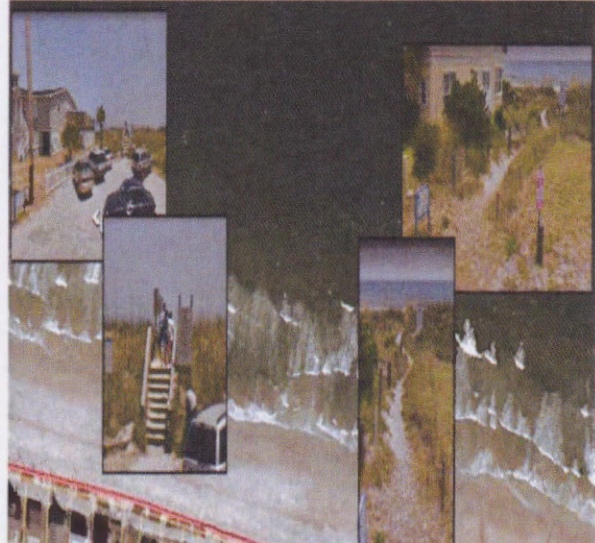
☐ 1-3M

☐ >3-10M

☐ >10M

**Beach Dune Walkovers: Needed by Florida's Coastal Community for Flood Prevention**

The construction and maintenance of elevated beach dune walkovers have long-term implications for the resiliency of Florida's coastal communities. Beach walkovers provide a means for beach-goers to access the shoreline without trampling vegetation critical to accumulating higher dunes. Beach walkovers discourage the creation of pedestrian trails that create low-lying channels through dunes which provide easy breach for flood waters. Beach walkovers support the creation and preservation of tall sand dunes held in place by vegetation that provide natural coastal protection against storm surge and high waves, prevent or reduce coastal flooding and structural damage, and provide important ecological habitat. Taller dunes maintained without foot paths dissecting them absorb the impact of storm surge and high waves and help prevent flooding and structural damages. The Florida Department of Environmental Protection (DEP) "encourages the design of beach access, including beach and dune walkovers, to protect the dune topography and dune vegetation from pedestrian traffic and allow for the natural recovery of damaged or eroded dunes."



The City of Fernandina occupies the northern half of Amelia Island, a barrier island located in the most northeast corner of Florida. Like the many barrier islands along the passive coast of North America, Amelia Island provides protection from waves and storms for the land and marsh behind it. Although a small town with a population of less than 13,000 residents, the City attracts hundreds of thousands of tourists each year. In recent years, Conde' Naste, Coastal Living, Trip Advisor, USA Today, and Travel & Leisure publications have all regularly chosen Amelia Island as one of best islands and beach destinations in the U.S. Each summer, the City must employ 50-60 seasonal lifeguards to ensure the safety of the throngs of tourists who pack the twelve miles of beaches that the City patrols. In Fernandina Beach, Florida, a recent study commission by the City reported that twelve of the City's twenty-seven beach walkovers had reached the end of their useful life or otherwise have structural deficiencies severe enough to recommend closure. Specifically, the study recommended closure of twelve walkovers, and extensive repairs to many of the remaining fifteen. House Bill 3635, filed by Representative Cord Byrd seeks to provide financial assistance to the City of Fernandina Beach to help keep Fernandina Beach a premier Florida tourist destination with safe Beach Dune walkovers. For information about this document, please contact Lorelei Jacobs, City of Fernandina Beach Grants Administrator, ljacobs@fbfl.org, (904) 310-3104.

Geo-Aeolian LLC, a newly formed Amelia Island based organization, proposes to construct two demonstration dune walkovers, one at 2nd Avenue North and Ocean the other at Jasmine and Fletcher. These represent competing designs with expected life of 75years plus with minimum maintenance. They will also provide 6:1 slope ramps on both street and water side to accommodate coolers, wagons fishing carts , and the like being hauled to and from the beach. On the beach side they will extend 10' beyond the most seaward dune vegetation, sufficient space to allow growth of natural dunes adequate to potential to take these two areas out of the FEMA VE Special Flood Hazard Zone.

As the designs involved have never been used on a dune walkover, construction cost is yet to be finalized but we anticipate bringing a proposal with a walkover cost in the maximum \$160,000 - \$175,000 range each. This is about 50% more than the estimated cost for a traditional wooden walkover with a 10-15 year life Geo Aeolian will also provide a proposal to install design, permit, monitor and report results within a year of sand fencing and dune vegetation planting around both walkovers to begin the anticipated dune growing and development at these two critical areas of the Fernandina City beachfront

PROMISSORY BID

Prepared for: Dune Science Group,
Fernandina Beach, Amelia Island, FL.

Prepared by: Links Bridges USA, Inc.



July 30, 2019



1 SE Ocean Blvd, Stuart, FL 34994
1.888.444.0277
www.linksbridges.com



Introduction

Links Bridges USA, Inc. is pleased to present a 'Promissory Bid Package' to the Dune Science Group for 2 'sample' Crossovers in Fernandina Beach, FL.

This package includes the following:

- An overview of Links Bridges USA, Inc.
- A description of the Design Features and Concepts of the proposed solution.
- Preliminary Pricing.
- Design Drawings and Renderings describing the proposed solution.

Company Overview

Links Bridges was established in 2013, initially with a Canada-based operation. As the business has grown, Links Bridges USA, Inc. was incorporated in Florida in 2018. Links Bridges supplies 100% Fiberglass bridges for 'off-road' applications such as Golf Courses and Municipal/State Parks.

Links Bridges is the only company in the world making 100% Fiberglass Bridges using 'open-moulding' technology. Open-moulding allows us to do several things that provide advantages to the buyer:

- Finishes such as wood that are extremely authentic.
- We can do shapes such as arched bridges.
- All connections for beams and decks are factory-fused making bridge structures monolithic units for increased strength.

Links Bridges has provided bridges to a wide variety of buyers throughout North America. Design parameters include spans up to 55' and vehicular load capacities up to 15,000 lbs. A sample list of recent buyers is included in this document as an Appendix.

Links Bridges has consistently achieved a high level of buyer satisfaction with our bridges. These bridges out-perform any alternative when factors such as longevity, maintenance costs, natural appearance and ease of installation are considered.

Links Bridges is applying the same engineering concepts and manufacturing techniques to the Crossover design. Links Bridges is only using materials which will withstand the rigors of the harsh salt water, salt air conditions of a beach on the Atlantic Ocean.



Proposed Solution

A description of the Links Bridges proposed solution is as follows:

- Crossover Decks made of 100% Fiberglass in a very realistic wood finish. It is not an exaggeration that the users of the Crossovers will think that the decks are 'real' wood.
- Decks and Ramps are supported on 100% Fiberglass Trestles – factory made to custom sizes for each support location and factory-fused to minimize requirements for steel connectors.
- Design is based on up to 30' free-span sections between support trestles. This is to minimize the need for foundations and vertical columns in the dunes and on the beach.
- Guard Rails are High Density Polyethelene – HPDE – aka Plastic Lumber. This material is long-lasting like Fiberglass and retains its appearance and structural qualities for 100+ years.
- Foundations are Helical Piles made of galvanized steel. These Piles will be completely submerged and covered with sand with the Trestles anchored to 'pile caps'. We believe these to be a solution which has advantages over the 'Jetted Pile' solution referenced in the documentation provided. One key advantage with Helical Piles is that as these piles are installed, back pressure readings provide accurate data on load bearing capacities. These piles are currently supplied with a 30 year warranty – which we acknowledge is insufficient to meet the design criteria. The supplier of the Helical Pile system – which Links Bridges has worked with on many projects – has indicated that they will conduct a chemical analysis of the composition of the sands and that this will allow them to take the required action to provide an extended warranty.
- All walking surfaces are made to meet and exceed standards for slip-resistance – minimizing liability exposures for the Buyer.

The benefits of the solution proposed include the following:

- All the above-grade building materials are proven to resist rot, rust or any other form of deterioration. It is completely Fiberglass and HDPE. The requirements and costs for maintenance are as minimal as they can be and these structures will retain their natural looks.
- Metal components are minimized. Bolts are used to anchor the Trestles to Pile Caps, anchor the bridges to Trestle headers and to connect the Guard Rail to the Decks.
- The Crossovers will have a 'natural' wood appearance.
- Disruption to sensitive dune areas for construction is minimized. The 30' free-spans reduce the number of foundations required (compared to traditional Crossover design). Also, Helical Pile installation can be accomplished with equipment that will 'reach' to the target area while parked outside the dunes. It will be possible to customize free-span lengths should it be necessary to avoid dune slopes greater than 30 degrees.
- On-site assembly of materials is minimized. Bridge spans, including ramps come pre-assembled. Trestle supports come pre-assembled.



Summary of Materials Required for Links Bridges Design as it relates to the 75 Year Criteria

- **Fiberglass Decks, Beams & Trestles** made using open-moulding technology. Links Bridges works exclusively with a fiberglass manufacturing facility that has been successfully making custom products for almost 50 years. Proof of the longevity of the output of this factory is that many architectural and structural products that were manufactured in the 1970s, are still installed and in use today. The technology used in the manufacturing facility has not been around for 75 years so there is not conclusive evidence that this is the expected life. However, the evidence suggests strongly that 75 years and beyond is the realistic expectation. The fact that products that are 45+ years old do not yet show signs of deterioration is that evidence.
- **HDPE – Plastic Lumber** – As is the case with the fiberglass above, this product has not been around for 75 years. However, independent lab tests – including accelerated aging tests – have concluded that the product has a realistic life span in excess of 100 years. This makes it a good fit for cost-effective guard rails on the Crossover.
- **Helical Piles** – As stated above, these are made of galvanized steel. The manufacturer currently offers a 30 year warranty based on internal and independent testing results. The manufacturer has committed to Links Bridges to undertake the chemical analysis required of the soils conditions to be able to take the action required to provide credible evidence that 75 years is a realistic expectation. The fact that our design is based on installing the piles in a manner that they will not be exposed is also a key factor in selecting these as the preferred foundation option.
- **Hardware** – The Links Bridges design requires minimal bolting hardware but there is some. All of this will be supplied in the proper grade of Stainless Steel to optimize its useful life. However, it should be stated that there will be an expectation within a 75 year period that some of this hardware may require replacement.



Preliminary Pricing:

Access 9:

Engineering (including FL stamped drawing set):	\$12,000
All Materials Required for Ramps, Decks, Trestles – 192' @ \$890 per ft.:	\$170,880
Delivery of Material to site:	\$14,000
Site Services (including Foundations and full installation):	\$62,000
Total:	\$258,880

Access 6N

Engineering (including FL stamped drawing set):	\$12,000
All Materials Required for Ramps, Decks, Trestles – 217' @ \$890 per ft.:	\$193,130
Delivery of Material to site:	\$14,000
Site Services (including Foundations and full installation):	\$66,000
Total:	\$285,130

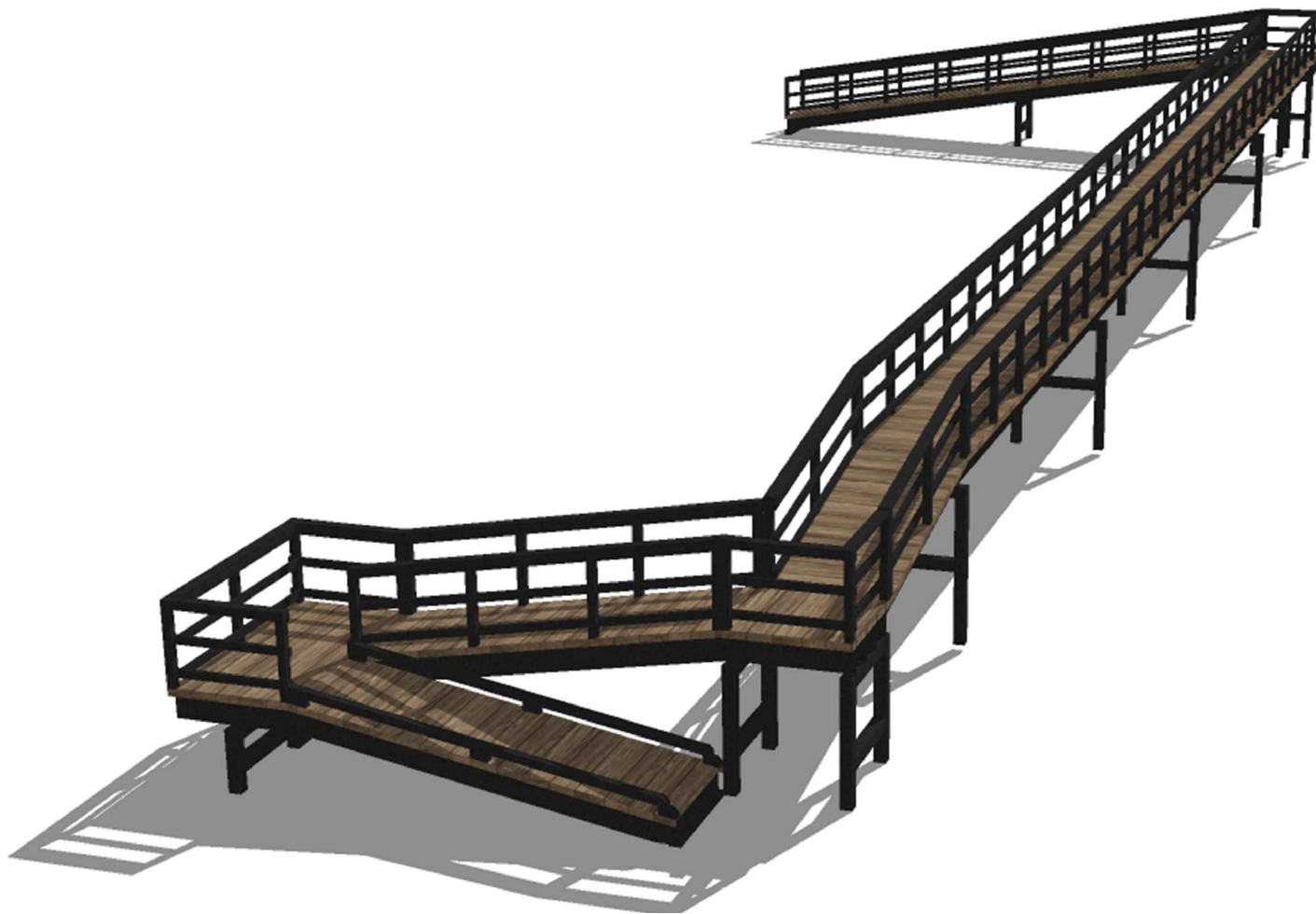
Notes to Pricing:

- Numbers quoted should be considered +/- 10%. Final numbers will be supplied subsequent to final review of the site conditions and based on any further input from the Buyer's representatives.



APPENDIX A

CROSSOVER DESIGN



A **BRIDGE RENDERING**
SCALE: NTS

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 6N

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	CONCEPTUAL DESIGN
01	

DRAWING
**ACCESS 6N WALKOVER
BRIDGE RENDERING**

DATE	30 JUL 2019	SHEET #
SCALE	N/A	R.01
DRAWN BY	CLC	
FILE #	2020-010-TP1-6Na	



1 SE OCEAN BLVD., STUART, FL 34994 USA

SUITE 304 - 555 LEGGET DR.
KANATA, ONTARIO K2K-2X3 CANADA

PHONE: 1-888-444-0277
EMAIL: INFO@LINKSBRIDGES.COM
WWW.LINKSBRIDGES.COM



A **SITE RENDERING**
SCALE: NTS

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 6N

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
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DRAWING
**ACCESS 6N WALKOVER
SITE RENDERING - 01**

DATE	30 JUL 2019	SHEET #
SCALE	N/A	R.02
DRAWN BY	CLC	
FILE #	2020-010-TP1-6Na	



1 SE OCEAN BLVD., STUART, FL 34994 USA
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WWW.LINKSBRIDGES.COM



A **SITE RENDERING**
SCALE: NTS

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 6N

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
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DRAWING
**ACCESS 6N WALKOVER
SITE RENDERING - 02**

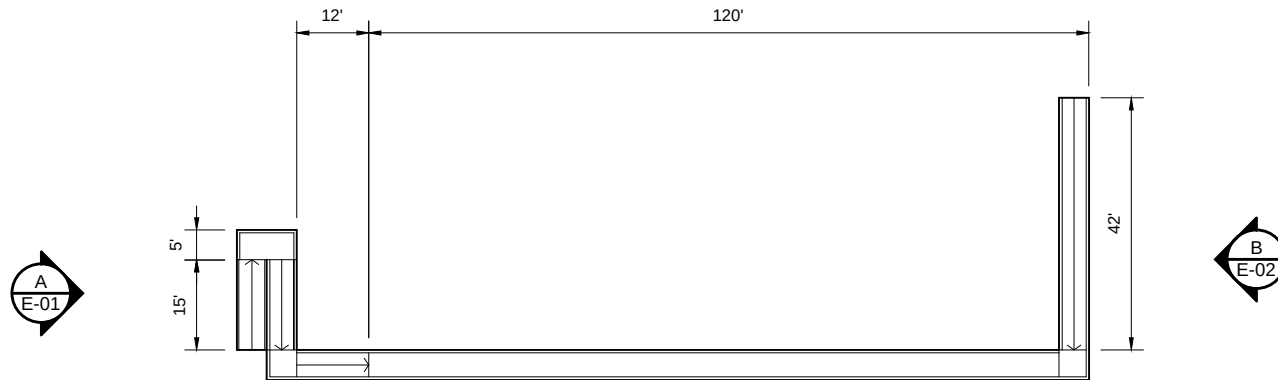
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FILE #	2020-010-TP1-6Na	



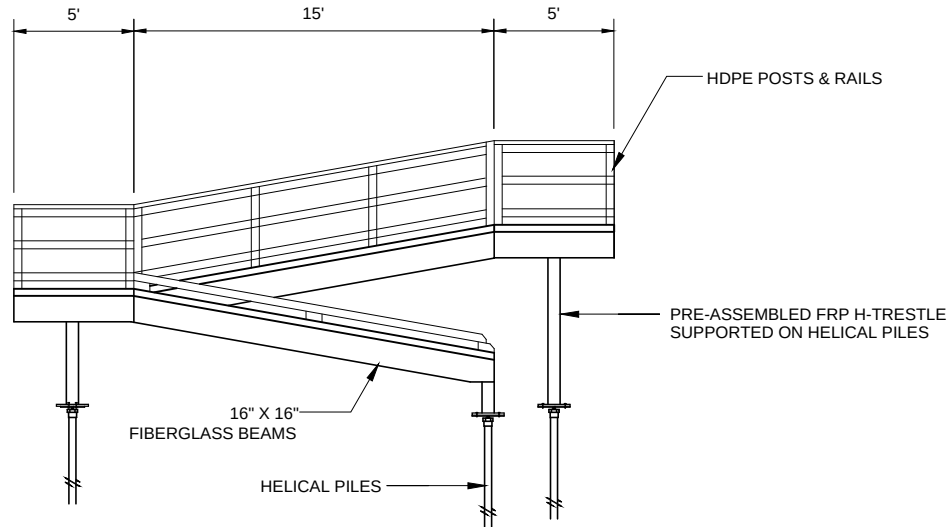
1 SE OCEAN BLVD., STUART, FL 34994 USA

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PLAN
SCALE: 1' - 1/32"



SIDE ELEVATION
SCALE: 1' - 1/8"

*DESIGN REFERENCE:

1. AASHTO - GUIDE SPECIFICATION FOR THE DESIGN OF PEDESTRIAN BRIDGES.
2. APPENDIX B: PROPOSED GUIDE SPECIFICATION FOR THE DESIGN OF FRP PEDESTRIAN BRIDGES - AASHTO T-6 COMMITTEE FOR EVALUATION
3. ICC-ES AC358: HELICAL PILE SYSTEMS & DEVICES
4. BEDFORD TECHNOLOGIES REINFORCED PLASTIC DESIGN GUIDE

*DESIGN CONSIDERATION:

Dead Load = 40psf x 1.2 (load factor) = 48psf
 Live load = 90psf x 1.6 (load factor) = 144psf
 Wind load = 43.3psf (130Mph)
 Height of Trestle (varies) : up to 8ft
 Design Approach = LRFD
 $Q \leq R_d$

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 6N

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
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DRAWING
**ENGINEERING:
ACCESS 6N**

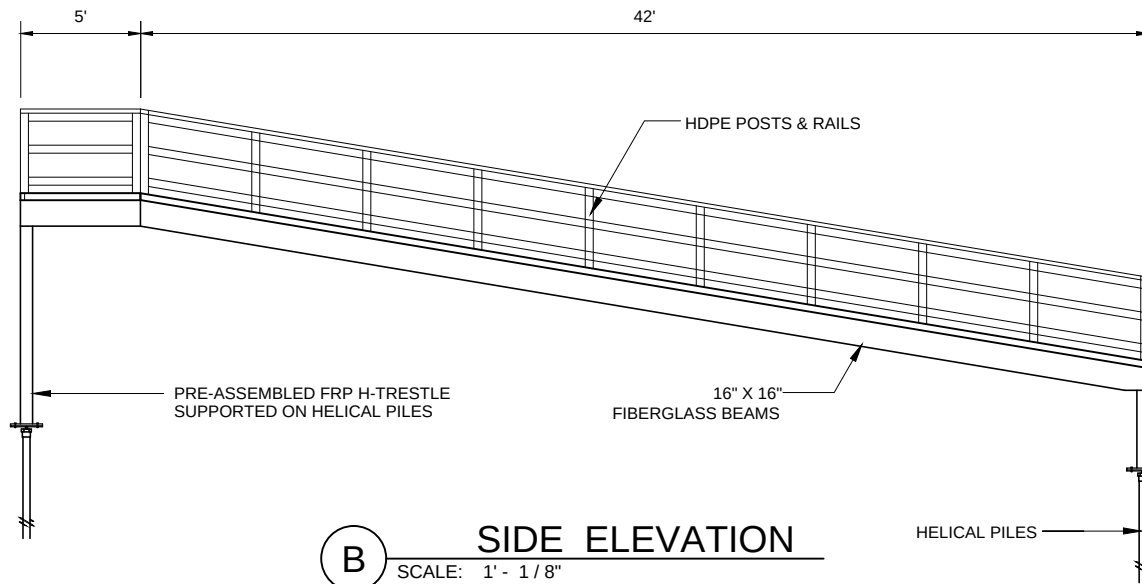
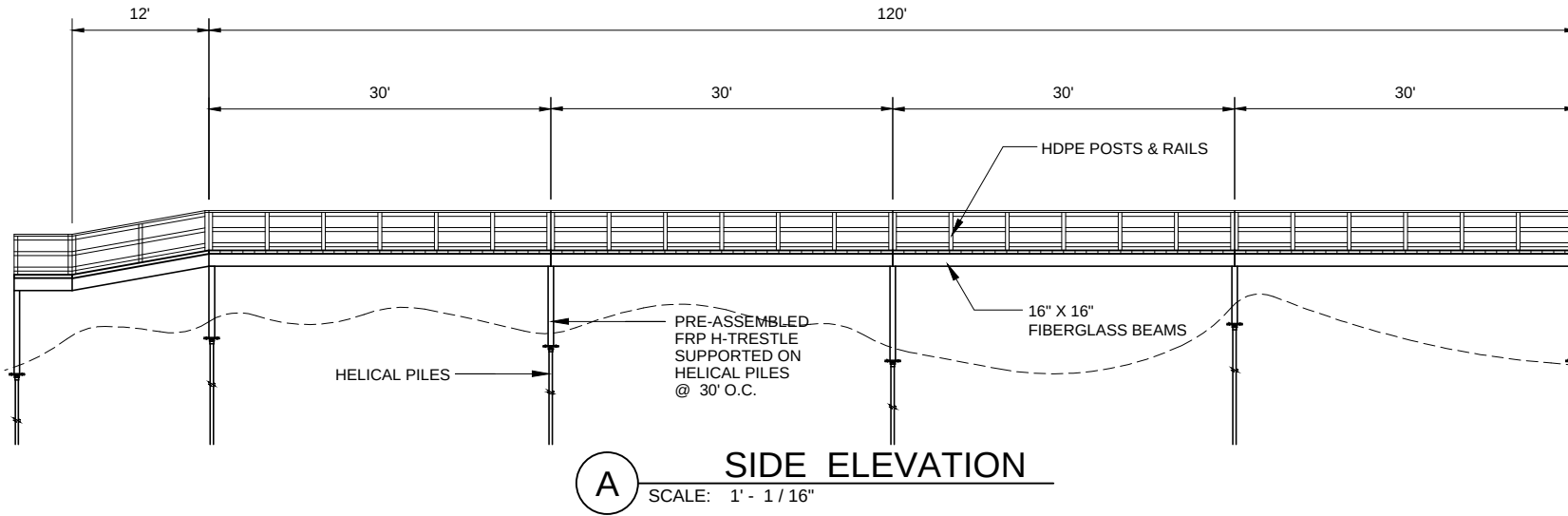
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DRAWN BY	CLC	
FILE #	2020-010-TP1-6N-09-a	

LINKS BRIDGES

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CLIENT

AMELIA ISLAND

SITE

LOCATION ON SITE
Access 6N

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
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DRAWING

**ENGINEERING:
ACCESS 6N**

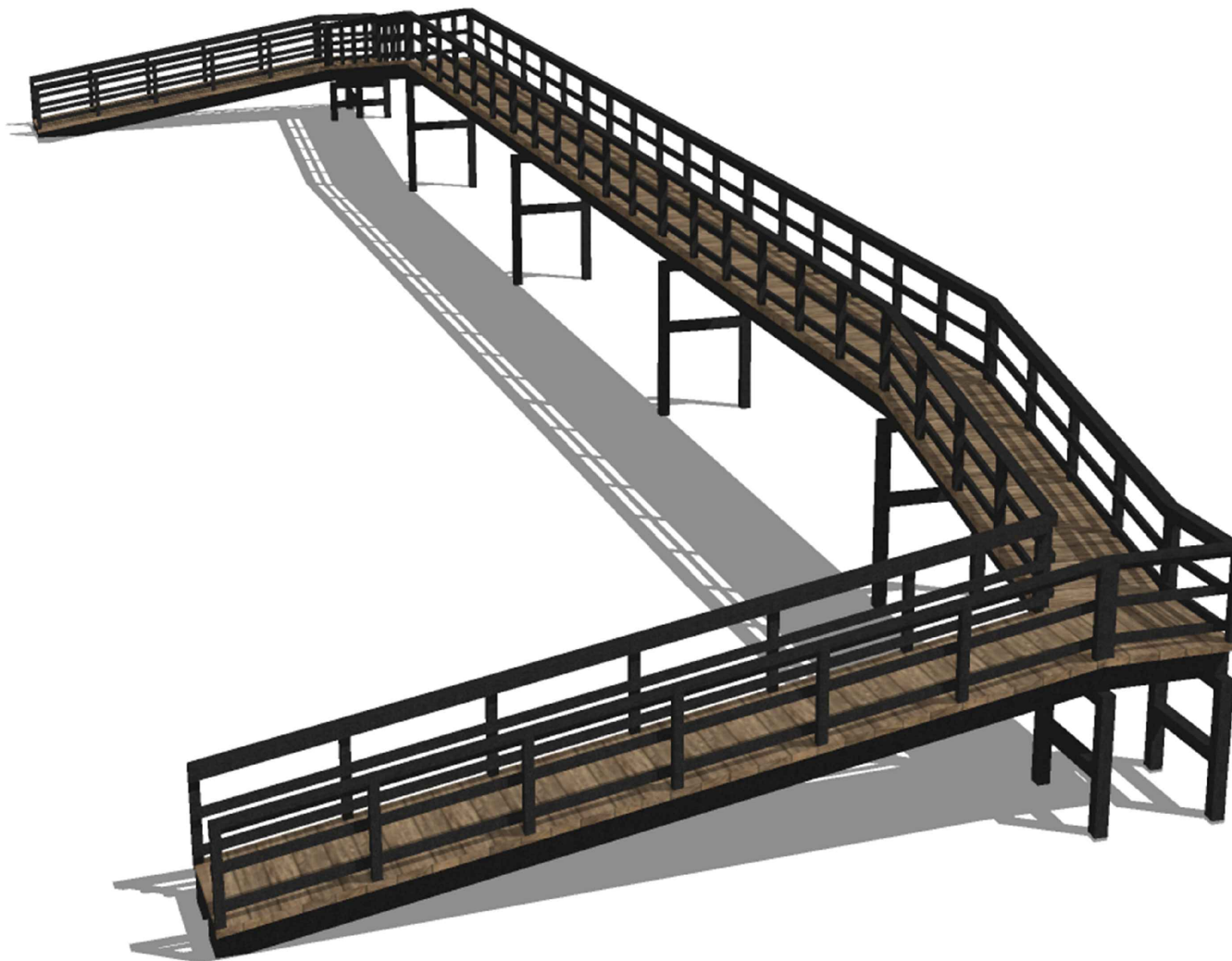
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SCALE	N/A		
DRAWN BY	CLC		E.02
FILE #	2020-010-TP1-6N-09-a		



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A

BRIDGE RENDERING

SCALE: NTS

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 9

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
---------	----	-------------------

DRAWING
**ACCESS 9 WALKOVER
BRIDGE RENDERING**

DATE	30 JUL 2019	SHEET #
SCALE	N/A	R.01
DRAWN BY	CLC	
FILE #	2020-010-TP1-09a	



1 SE OCEAN BLVD., STUART, FL 34994 USA

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A

SITE RENDERING

SCALE: NTS

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 9

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
---------	----	-------------------

DRAWING
**ACCESS 9 WALKOVER
SITE RENDERING - 01**

DATE	30 JUL 2019	SHEET #
SCALE	N/A	R.02
DRAWN BY	CLC	
FILE #	2020-010-TP1-09a	



1 SE OCEAN BLVD., STUART, FL 34994 USA

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A

SITE RENDERING

SCALE: NTS

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 9

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #	01	CONCEPTUAL DESIGN
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DRAWING
**ACCESS 9 WALKOVER
SITE RENDERING - 02**

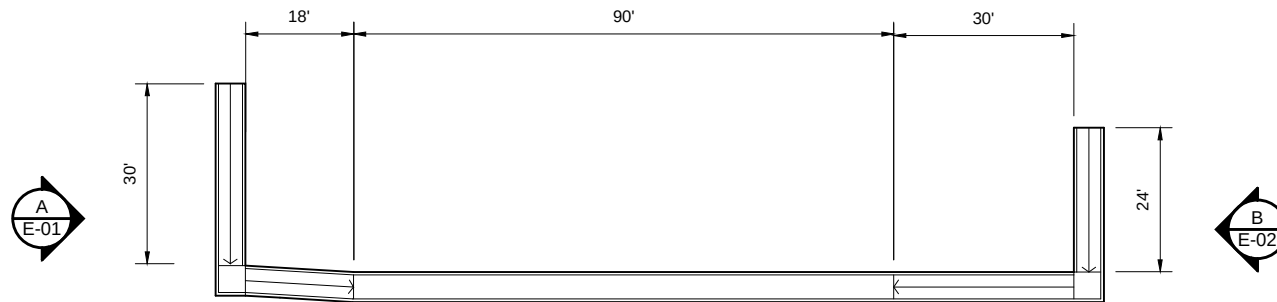
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FILE #	2020-010-TP1-09a	



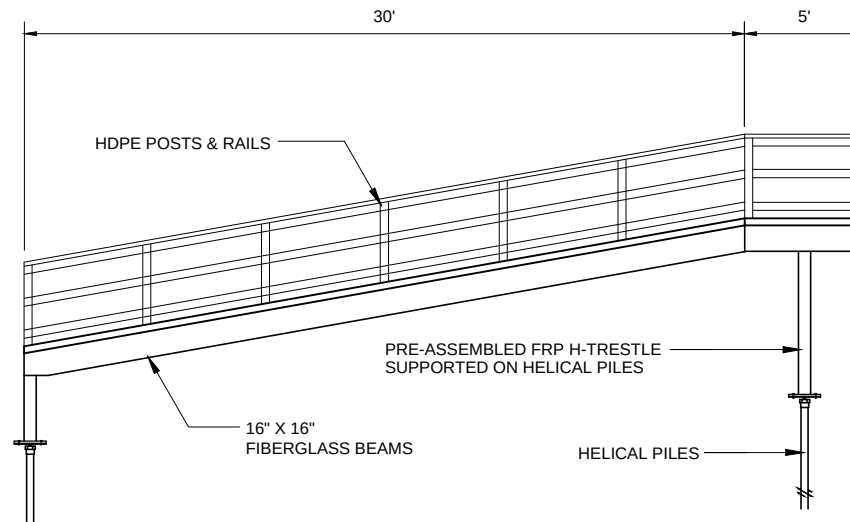
1 SE OCEAN BLVD., STUART, FL 34994 USA

SUITE 304 - 555 LEGGET DR.
KANATA, ONTARIO K2K-2X3 CANADA

PHONE: 1-888-444-0277
EMAIL: INFO@LINKSBRIDGES.COM
WWW.LINKSBRIDGES.COM



PLAN
SCALE: 1' - 1/32"



SIDE ELEVATION
SCALE: 1' - 1/8"

*DESIGN REFERENCE:

1. AASHTO - GUIDE SPECIFICATION FOR THE DESIGN OF PEDESTRIAN BRIDGES.
2. APPENDIX B: PROPOSED GUIDE SPECIFICATION FOR THE DESIGN OF FRP PEDESTRIAN BRIDGES - AASHTO T-6 COMMITTEE FOR EVALUATION
3. ICC-ES AC358: HELICAL PILE SYSTEMS & DEVICES
4. BEDFORD TECHNOLOGIES REINFORCED PLASTIC DESIGN GUIDE

*DESIGN CONSIDERATION:

Dead Load = 40psf x 1.2 (load factor) = 48psf
 Live load = 90psf x 1.6 (load factor) = 144psf
 Wind load = 43.3psf (130Mph)
 Height of Trestle (varies) : up to 8ft
 Design Approach = LRFD
 $Q \leq R_d$

CLIENT
AMELIA ISLAND

SITE

LOCATION ON SITE
Access 9

SPECIFICATION	
TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE # 01 CONCEPTUAL DESIGN

DRAWING
**ENGINEERING:
ACCESS 9**

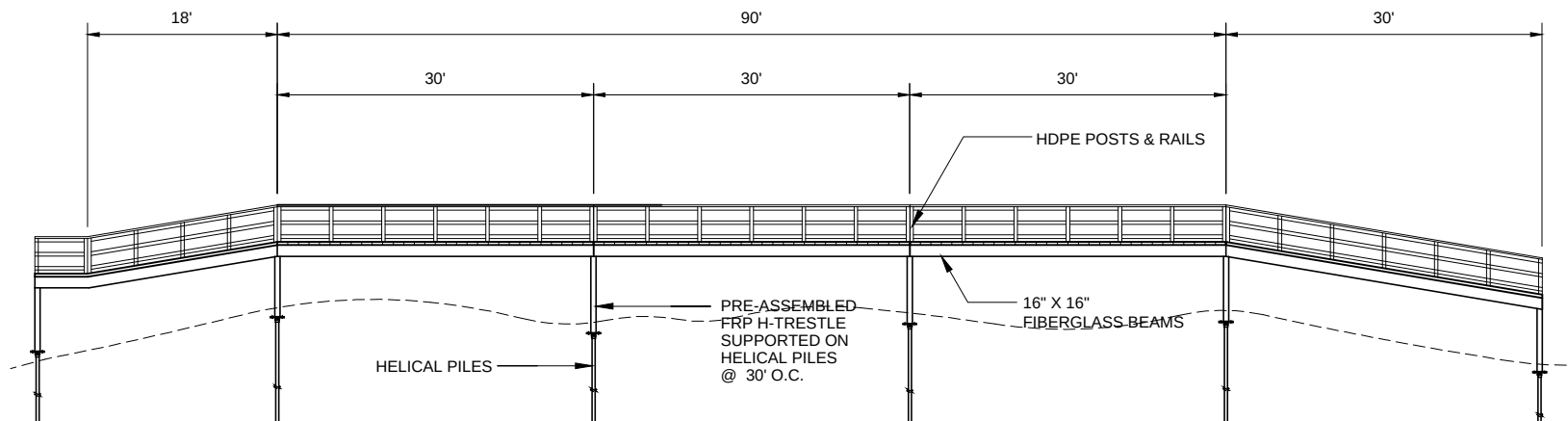
DATE	30 JUL 2019	SHEET #
SCALE	N/A	E.01
DRAWN BY	CLC	
FILE #	2020-010-TP1-6N-09-a	

LINKS BRIDGES

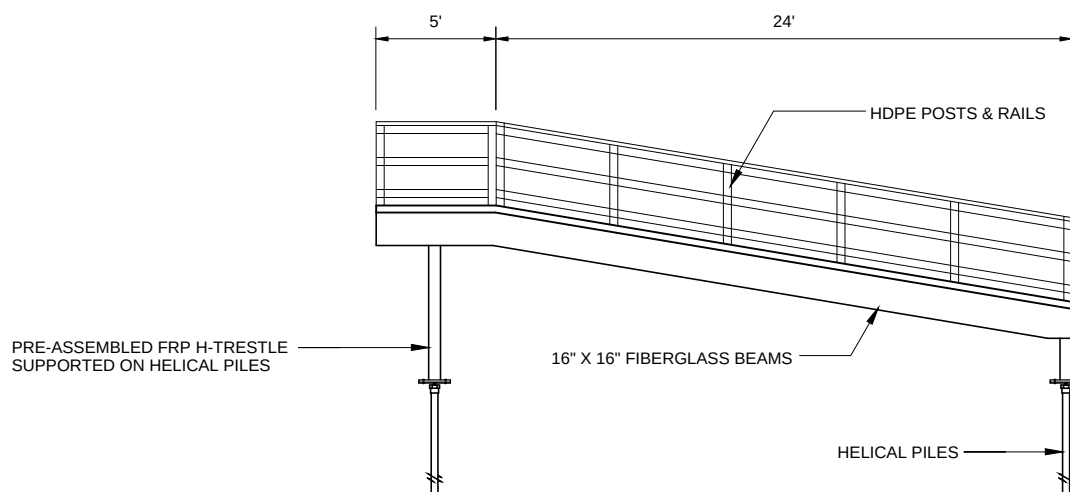
1 SE OCEAN BLVD., STUART, FL 34994 USA

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A **SIDE ELEVATION**
SCALE: NTS



B **SIDE ELEVATION**
SCALE: 1' - 1/8"

CLIENT

AMELIA ISLAND

SITE

LOCATION ON SITE

Access 9

SPECIFICATION

TYPE	TIMBER
SIZE	5' WIDTH
FINISH	WEATHERED WOOD
GUARD RAIL	POSTS & RAILS
ULL	90 PSF
VLL	N/A

ISSUE #

01

CONCEPTUAL DESIGN

DRAWING

**ENGINEERING:
ACCESS 9**

DATE	30 JUL 2019	SHEET #
SCALE	N/A	E.02
DRAWN BY	CLC	
FILE #	2020-010-TP1-6N-09-a	



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APPENDIX B

SAMPLE CUSTOMER LIST – 2019



Partial list of Buyers – last 12 months

Customer	Year	Purchase
Dayton Country Club, Dayton, OH	2019	1 Bridge
Birmingham Country Club, Birmingham, MI	2019	8 Bridges
Red Canyon State Park, Oklahoma	2018	2 Bridges
Washington Country Club, VA	2019	2 Bridges
Country Club of Virginia, VA	2019	1 Bridge
Omni Hotel & Resorts, CA	2019	2 Bridges
Stone Tree Golf Club, CA	2019	3 Bridges
Picatinny Military Base, NJ	2019	1 Bridge
Northstone Country Club, NC	2019	2 Bridges
Old Edwards Inn Resort, NC	2019	5 Bridges
Sirocco Country Club, AB	2019	3 Bridges
Seven Oaks Country Club, PA	2019	7 Bridges
The McLemore Club, GA	2019	2 Bridges
Grove XXIII, FL	2018	4 Bridges
Victoria Club, CA	2018	1 Bridge
Fort Peck, MT	2019	2 Bridges
Hawaii Prince Club, HI	2018	2 Bridges
Black Sheep Golf Club, IL	2018	1 Bridges
City of Lincoln, NE	2019	1 Bridge
Stony Croft Hills, MI	2018	1 Bridge
Davenport Country Club, IA	2018	2 Bridges
Marshes Resort, ON	2018	1 Bridge
Evergreen Golf Club, FL	2019	1 Bridge

Links Bridges USA, Inc.
1 SE Ocean Blvd.
Stuart, FL 34994

1-888-444-0277
info@linksbridges.com
www.linksbridges.com

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Planning and Conservation Department Project Updates

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

Commissioner Ross requests Planning and Conservation Department staff provide an update on the following projects: 1) Evaluation and Appraisal Review (EAR); 2) Land build out number; 3) Conservation land: changing Future Land Use Map (FLUM) on certain parcels; 4) Height restriction variances; 5) FLUM revision; 6) Citizen survey: quality of service results; Excellent - 3%; Good - 18%; Fair - 26%; Poor - 53%.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 8/2/2019

Dale Martin, City Manager 8/8/2019

Date: August 02, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:
