



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JANUARY 21, 2020
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 American Legion Post 54 Chaplain Bruce Malcolm.

4. PRESENTATIONS

4.1 **PRESENTATION - TOP TRACER** - *City Manager Dale L. Martin will provide a presentation regarding the Top Tracer concept.*

4.2 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for December 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 Workshop - November 5, 2019; City Commission Workshop - November 19, 2019; City Commission Regular Meeting - December 3, 2019; and Conflict Assessment Meeting - January 7, 2020.*

6.2 **LEASE AGREEMENT - SOUTHSORE CRE, INC. - RESOLUTION 2020-09 APPROVING THE LEASE AGREEMENT WITH SOUTHSORE CRE, INC. FOR AN AERONAUTICAL GROUND LEASE AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a lease agreement with Southshore CRE, Inc. for aeronautical use at the Fernandina Beach Municipal Airport.*

6.3 **FACILITIES USE AGREEMENT - BUCCANEER REGION SCCA - RESOLUTION 2020-10 APPROVING A FACILITIES USE AGREEMENT WITH BUCCANEER REGION SCCA TO USE AIRPORT PROPERTY FOR SCCA AUTOCROSS SOLO DRIVING EVENTS ON VARIOUS DATES IN 2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a Facilities Use Agreement for SCCA Autocross Solo Driving Events in 2020.*

- 6.4 **AMERIS BANK DEPOSITORY PROGRAM - RESOLUTION 2020-11** APPROVING THE AMERIS BANK DEPOSITORY PROGRAM; AUTHORIZING THE COMPTROLLER AND CITY MANAGER ESTABLISHMENT AND MAINTENANCE AUTHORITY OF THE AMERIS BANK ACCOUNT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Ameris Bank's Depository Program as an investment option. Also authorizes the Comptroller and City Manager to act on the City's behalf with regard to the Ameris Bank account.*
- 6.5 **BUDGET AMENDMENT - FACILITIES MAINTENANCE DEPARTMENT - RESOLUTION 2020-12** APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the transfer of \$5,400 in the FY 2019/2020 Facilities Maintenance Department budget for higher than anticipated personnel costs.*

7. RESOLUTIONS

- 7.1 **MOTION TO RECONSIDER - PROPOSAL APPROVAL - Bhide & Hall Architects, P.A. - RESOLUTION 2020-04** APPROVING THE PROPOSAL SUBMITTED BY Bhide & Hall Architects, P.A. IN THE AMOUNT OF \$38,420; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal submitted by Bhide & Hall Architects, P.A. in an amount not to exceed \$38,420 for a study, evaluation, and recommendation for a new City Hall.*
- 7.2 **FRANCHISE AGREEMENT - HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE - RESOLUTION 2020-08** APPROVING A NEW FRANCHISE AGREEMENT WITH HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a new franchise agreement with Harrell Land, LLC D/B/A Fernandina Beach Market Place effective through December 31, 2024.*
- 7.3 **SOLE SOURCE VENDOR APPROVAL - IAMGIS GROUP, LLC - RESOLUTION 2020-13** APPROVING IAMGIS GROUP, LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves iamGIS Group, LLC as a sole source vendor for the provision of GIS/Asset Management Software and Services in the amount of \$35,000.*
- 7.4 **BUDGET AMENDMENTS / PURCHASE APPROVAL - BUILDING DEPARTMENT - RESOLUTION 2020-14** APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; APPROVING THE PURCHASE OF ADDITIONAL VEHICLES FOR THE CITY FLEET IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the transfer of \$346,071 in the FY 2019/2020 Building Department budget for inspector vehicles, document scanning, and purging of stored records. Also approves the purchase of three additional vehicles for the City Fleet in Fiscal Year 2019/2020.*
- 7.5 **CHANGE ORDER APPROVAL - MARINA UTILITIES, INC. - RESOLUTION 2020-15** APPROVING CHANGE ORDER #1 WITH MARINA UTILITIES, INC. IN THE AMOUNT OF \$12,500 FOR THE DESIGN OF THE NORTHERN ATTENUATOR FUELING SYSTEM, ELECTRICAL SYSTEM, WATER SUPPLY, AND FIRE PREVENTION SYSTEM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Change Order #1 with Marina Utilities, Inc. for \$12,500 and authorizes increasing the total project cost to \$100,450.*

- 7.6 **SOLE SOURCE VENDOR APPROVAL - MARINA UTILITIES, INC. - RESOLUTION 2020-16** APPROVING MARINA UTILITIES, INC. AS THE SOLE SOURCE VENDOR FOR FURNISHING AND INSTALLING THE NORTHERN ATTENUATOR ELECTRICAL, WATER, AND FIRE PREVENTION UTILITIES IN ADDITION TO FINALIZING THE INSTALLATION OF THE FUELING SYSTEM IN AN AMOUNT NOT TO EXCEED \$289,950; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Marina Utilities, Inc. as a sole source vendor and accepts the proposal submitted by Marina Utilities, Inc. in an amount not to exceed \$289,950 for furnishing and installing the northern attenuator electrical, water, and fire prevention utilities in addition to finalizing the installation of the fueling system.*
- 7.7 **AWARD OF BID #19-27 - BRANCE DIVERSIFIED, INC. - RESOLUTION 2020-17** AUTHORIZING THE AWARD OF BID #19-27 TO BRANCE DIVERSIFIED, INC. TO REMOVE / INSTALL THE NORTHERN ATTENUATOR DOCKS AND DOCKPILES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the award of Bid #19-27 to Brance Diversified, Inc. in the amount of \$569,000.*
- 7.8 **SECOND AMENDMENT AND ASSIGNMENT, ASSUMPTION, AND CONSENT TO LEASE AGREEMENT - AMELIA RIVER EXCURSIONS, INC./ANCHOR AMELIA ADVENTURES, LLC - RESOLUTION 2020-18** CONSENTING TO THE SECOND AMENDMENT, ASSIGNMENT, ASSUMPTION FOR LEASE AGREEMENT BETWEEN CITY AND AMELIA RIVER EXCURSIONS, INC. FOR PROPERTY LOCATED AT THE FERNANDINA HARBOR MARINA TO ANCHOR AMELIA ADVENTURES, LLC IN ORDER TO ADD AN ADDITIONAL LESSEE TO THE LEASE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Second Amendment and Assignment, Assumption, Consent and Release Agreement with Anchor Amelia Adventures, LLC.*
- 7.9 **MEMORANDUM OF UNDERSTANDING (MOU) - NORTH FLORIDA LAND TRUST - RESOLUTION 2020-19** APPROVING A MEMORANDUM OF UNDERSTANDING WITH NORTH FLORIDA LAND TRUST FOR IDENTIFICATION AND ACQUISITION OF LANDS FOR CONSERVATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Memorandum of Understanding between the City of Fernandina Beach and North Florida Land Trust ("NFLT") for identification and acquisition of lands for conservation.*

8. ORDINANCES - FIRST READING

- 8.1 **FRANCHISE AGREEMENT - ROQUE ISLAND CAPITAL, LLC - ORDINANCE 2020-02** AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA ISLAND TRANSPORTATION AND TROLLEYS, LLC AND GRANTING THE FRANCHISE TO ROQUE ISLAND CAPITAL, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR SEVERABILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC.*
- 8.2 ***Legislative* - FUTURE LAND USE MAP AMENDMENT - ZONING MAP CONFLICTS - ORDINANCE 2020-03** CHANGING THE CITY'S FUTURE LAND USE MAP TO ADDRESS CONFLICTS WITH THE CITY'S ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Modifies parcels throughout the City to align the Future Land Use and Zoning Maps.*

- 8.3 ***Quasi-judicial*** - **ZONING MAP AMENDMENT - LAND USE MAP CONFLICTS - ORDINANCE 2020-04 CHANGING THE CITY'S ZONING MAP TO ALIGN WITH THE CITY'S FUTURE LAND USE MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Modifies parcels throughout the City to align the Future Land Use and Zoning Maps.*

9. CITY COMMISSION DISCUSSION

- 9.1 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 9.2 **WATERFRONT PARK DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 9.3 **BEACHES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 9.4 **NAMING OF PECK GYM** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 9.5 **PLAYGROUND ACCESSIBILITY** - *This item is placed on the agenda at the request of Commissioner Ross.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - 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.
- AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Top Tracer

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: City Manager Dale L. Martin will provide a presentation regarding the Top Tracer concept.

FISCAL IMPACT: To be determined based upon City Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 1/9/2020

Date: September 24, 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 December 2019.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 1/14/2020

Dale L. Martin, City Manager 1/14/2020

Date: October 21, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

December 2019

Overall: This the third report of fiscal year 2019/2020 and December represents 25.0% or one quarter of the budgeted fiscal year. Overall expenses are in line with this percentage. All revenue and various grant revenues have been accrued for the month of December. All recurring expenses have been recorded. Finance will monitor expenses and 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 at 61.5% of the annual budget. This is due to the timing of Property Taxes. For the month of December 84.8% or just over \$13.3M has been received year to date. Local Business Tax revenue is above the 25.0% mark at 94.6% due to the timing of receipts. The accrual for December's Franchise Fees was recorded for \$140,000. Specific revenue sources we are tracking are detailed below.

	19/20 Budget	Dec 19 YTD \$	Dec 19 YTD %	Dec 18 YTD \$	Dec 18 YTD %
Local Option Gas Tax	432,084	87,471	20.2%	39,934	10.2%
Small County Surtax (one cent sales tax)	1,965,358	444,235	22.6%	427,551	21.6%
Half Cent Sales Tax	940,628	204,223	21.7%	145,105	16.3%
Franchise Fees	1,440,000	385,507	26.8%	269,114	18.7%
Total FY 19/20 Bud	4,778,070				
Total FY 18/19 Actual	4,507,916				
Total FY 18/19 Bud	4,700,835				

For expenses, City Commission, City Clerk, Finance, Information and Technology, Non-Departmental and Parks are over the 25.0% due to the timing of annual maintenance contract and professional services.

Special Revenue Funds: (100-190)

There are two new Special Revenue Funds in this fiscal year 2019/2020 budget, they are the Land Conservation Trust Fund and the Building Fees Fund. The Land Conservation Trust Fund received the total budgeted transfer amount of \$1.2M from the General Fund in the month of October. The Building Fees Fund was previously accounting for as a restricted balance in the General Fund. In Fund 110 – Federal Forfeiture and Fund 190 – Law Enforcement Recovery, it was anticipated that expenditures would exceed revenues due to capital purchases.

Debt Service Funds: (220 –230)

Semiannual interest payments were paid in October for the GO Bond Debt Service Fund – Fund 220.

Capital Improvement Funds: (300-330)

For the Capital Improvements Fund encumbrances have been issued for information and technology replacement equipment, sidewalks and trails, beach monitoring and the Peck Center roof repair and door replacement.

Golf Course: (410)

Revenues exceed expenses due to the transfer from the General Fund. Annual Memberships were \$7,660 lower this December compared to December 2018. Also, both margins on Pro Shop Sales and F&B Sales are higher than budget ratio.

Airport: (420)

Expenses exceeded revenues for the month.

Sanitation: (440)

Revenues exceeded expenses year to date.

Wastewater: (450)

Revenue exceeds expenses due to interest, miscellaneous fees and year to date expenses lower than the budgeted ratio. Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Water: (460)

Revenues exceed expenses year to date due to reconnect fees, miscellaneous interest and year to date expenses lower than the budgeted ratio. Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Stormwater: (470)

Revenues exceed expenses due to Water Drainage fees and Gain on Sale of Asset. Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Marina: (480)

Limited Marina operations continue in the current fiscal year.

Fleet: (510)

Revenues exceed expense 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 DECEMBER 31, 2019**

25.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 13,358,182	\$ (2,399,818)	84.8%
Sales /Use/Fuel Taxes	2,622,442	531,706	(2,090,736)	20.3%
Franchise Fees	1,460,000	389,739	(1,070,261)	26.7%
Licenses/Permits	366,750	201,804	(164,946)	55.0%
Intergovernmental	1,447,361	355,950	(1,091,411)	24.6%
Charges for Services	1,408,500	350,381	(1,058,119)	24.9%
Fines and Forfeitures	21,500	8,695	(12,805)	40.4%
Other	485,820	45,840	(439,980)	9.4%
Subtotal	23,570,373	15,242,297	(8,328,076)	64.7%
Transfers/Reimbursements				
Utility Tax	1,500,000	375,000	(1,125,000)	25.0%
Sanitation	36,000	9,000	(27,000)	25.0%
Wastewater	360,000	90,000	(270,000)	25.0%
Water	180,000	45,000	(135,000)	25.0%
Total Revenues (excluding cash balance)	25,646,373	15,761,297	(9,885,076)	61.5%
EXPENDITURES:				
City Commission	332,388	101,641	230,747	30.6%
City Clerk	538,003	177,970	360,033	33.1%
City Manager	639,551	89,051	550,500	13.9%
Finance	771,266	214,026	557,240	27.7%
Information and Technology	747,157	195,556	551,601	26.2%
Human Resources	392,609	91,322	301,287	23.3%
City Attorney	344,230	69,039	275,191	20.1%
Planning	655,651	114,083	541,568	17.4%
Facility Maintenance	703,410	148,205	555,205	21.1%
Police	6,110,101	1,291,307	4,818,794	21.1%
Police - Beach Rangers	63,040	7,507	55,533	11.9%
Fire	4,418,808	945,081	3,473,727	21.4%
Fire - Ocean Rescue	363,502	15,541	347,961	4.3%
Building / Permitting	20,250	1,547	18,703	7.6%
Code Enforcement	253,405	44,221	209,184	17.5%
Streets	1,775,646	310,984	1,464,662	17.5%
Downtown	78,964	12,566	66,398	15.9%
Public Assistance	128,000	7,000	121,000	5.5%
Library	14,644	1,209	13,435	8.3%
Recreation	1,373,329	244,919	1,128,410	17.8%
Parks	1,652,427	263,477	1,388,950	15.9%
Peck	248,706	60,279	188,427	24.2%
MLK Center	197,413	35,844	161,569	18.2%
Youth	342,847	52,754	290,093	15.4%
Aquatics	337,242	48,967	288,275	14.5%
Non-Departmental	259,320	68,103	191,217	26.3%
Contingency	126,320	0	126,320	
Transfers				
Debt Service	423,376	105,844	317,532	25.0%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	7,500	22,500	25.0%
Capital Improvements	1,445,000	361,250	1,083,750	25.0%
Golf	220,000	55,000	165,000	25.0%
Cemetery	11,300	2,825	8,475	25.0%
Marina	300,000	75,000	225,000	25.0%
Subtotal	26,524,905	6,426,623	20,098,282	24.2%
Encumbrances - All Departments		501,901	(501,901)	
Reserves	4,670,767	-	4,670,767	
Total Expenditures (including Encumbrances)	31,195,672	6,928,524	24,267,148	22.2%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	8,832,773	14,382,072	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, December 31, 2019	\$ -	\$ 14,382,072	\$ 14,382,072	

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

25.0%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,441	\$ 4	\$ (2,437)	0.2%
110 Federal Forfeiture	190,385	6,112	(184,273)	3.2%
125 Tree Trust	176,387	19,964	(156,423)	11.3%
126 Historic District (HDC)	51,975	10,875	(41,100)	20.9%
130 CDBG - Economic Development	101,181	951	(100,230)	0.9%
135 Land Conservation Trust	1,514,281	1,630,691	116,410	107.7%
140 Building Fees Fund	3,633,742	218,818	(3,414,924)	6.0%
145 Wastewater Impact Fees	1,982,529	246,604	(1,735,925)	12.4%
146 Water Impact Fees	685,141	90,255	(594,886)	13.2%
150 Utility Tax	1,808,526	395,642	(1,412,884)	21.9%
170 Cemetery	1,320,583	25,777	(1,294,806)	2.0%
180 Community Redevelopment Area	55,624	39	(55,585)	0.1%
190 Law Enforcement Recovery	220,749	12,139	(208,610)	5.5%
Total Revenues	\$ 11,743,544	\$ 2,657,872	\$ (9,085,672)	22.6%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	91,004	99,381	47.8%
125 Tree Trust	176,387	-	176,387	0.0%
126 Historic District (HDC)	51,975	-	51,975	0.0%
130 CDBG - Economic Development	101,181	-	101,181	0.0%
135 Land Conservation Trust	1,514,284	623,849	890,435	41.2%
140 Building Fees Fund	3,633,742	234,105	3,399,637	6.4%
145 Wastewater Impact Fees	1,982,529	125,001	1,857,528	6.3%
146 Water Impact Fees	685,141	84,999	600,142	12.4%
150 Utility Tax	1,808,526	375,000	1,433,526	20.7%
170 Cemetery	1,320,583	33,414	1,287,169	2.5%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	62,769	157,980	28.4%
Total Expenditures	\$ 11,743,547	\$ 1,630,141	\$ 10,113,406	13.9%

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 DECEMBER 31, 2019**

25.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 395,970	\$ (2,196,167)	15.3%
	Expenses				
	General Government	\$ 706,637	\$ 189,667	516,970	26.8%
	Information Technology	125,000	94,444	30,556	0.0%
	Police	55,000	-	55,000	0.0%
	Fire	525,000	-	525,000	0.0%
	Streets	866,500	36,494	830,006	4.2%
	Recreation	100,000	5,191	94,809	5.2%
	Parks	84,000	-	84,000	0.0%
	Peck	55,000	17,127	37,873	31.1%
	MLK	75,000	-	75,000	0.0%
	Subtotal	<u>2,592,137</u>	<u>342,924</u>	<u>2,249,213</u>	13.2%
	Net Revenues(Expenses)	\$ -	\$ 53,046	\$ (53,046)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 18,456	\$ (1,566,544)	1.2%
	Admin	1,020,266	19,343	(1,000,923)	1.9%
	Police	340,431	11,527	(328,904)	3.4%
	Fire	782,072	15,719	(766,353)	2.0%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	116,537	(3,921,923)	2.9%
	Subtotal	<u>7,766,229</u>	<u>181,581</u>	<u>(7,584,648)</u>	2.3%
	Expenses				
	Admin	\$ 2,522,166	\$ -	\$ 2,522,166	0.0%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	43,790	\$ 739,713	5.6%
	Recreation	4,119,633	28,680	\$ 4,090,953	0.7%
	Subtotal	<u>7,766,229</u>	<u>72,470</u>	<u>7,693,759</u>	0.9%
	Net Revenues(Expenses)	\$ -	\$ 109,111	\$ 109,111	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 384,931	\$ (6,103,469)	5.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 384,931	\$ 384,931	0.0%

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

25.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 339,953	\$ (1,027,697)	24.9%
Operating Expense*	1,434,311	361,478	1,072,833	25.2%
Operating Income (Loss)	(66,661)	(21,524)	45,137	32.3%
Non Operating Income (Expense) & Transfers	59,269	68,731	9,462	116.0%
Change in Net Position	\$ (7,392)	\$ 47,207	\$ 54,599	-638.6%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 174,777	\$ (686,525)	20.3%
Operating Expense*	547,497	103,559	443,938	18.9%
Operating Income (Loss)	313,805	71,217	(242,588)	22.7%
Non Operating Income (Expense) & Transfers	2,534,495	31,392	(2,503,103)	1.2%
Change in Net Position	\$ 2,848,300	\$ 102,609	\$ (2,745,691)	3.6%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 657,608	\$ (1,863,352)	26.1%
Operating Expense*	2,541,048	398,797	2,142,251	15.7%
Operating Income (Loss)	(20,088)	258,810	278,898	-1288.4%
Non Operating Income (Expense) & Transfers	19,000	(4,535)	(23,535)	-23.9%
Change in Net Position	\$ (1,088)	\$ 254,275	\$ 255,363	-23370.9%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 1,503,342	\$ (4,573,825)	24.7%
Operating Expense*	2,636,631	523,291	2,113,340	19.8%
Operating Income (Loss)	3,440,536	980,051	(2,460,485)	28.5%
Non Operating Income (Expense) & Transfers	(2,788,629)	(687,938)	2,100,691	24.7%
Change in Net Position	\$ 651,907	\$ 292,113	\$ (359,794)	44.8%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 1,084,916	\$ (3,280,701)	24.9%
Operating Expense*	2,432,349	428,380	2,003,969	17.6%
Operating Income (Loss)	1,933,268	656,536	(1,276,732)	34.0%
Non Operating Income (Expense) & Transfers	(954,684)	(250,096)	704,588	26.2%
Change in Net Position	\$ 978,584	\$ 406,440	\$ (572,144)	41.5%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 224,143	\$ (600,857)	27.2%
Operating Expense*	1,007,343	156,436	850,907	15.5%
Operating Income (Loss)	(182,343)	67,707	250,050	-37.1%
Non Operating Income (Expense) & Transfers	983,945	305,179	(678,766)	31.0%
Change in Net Position	\$ 801,602	\$ 372,886	\$ (428,716)	46.5%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 27,308	\$ (1,597,407)	1.7%
Operating Expense*	1,627,020	151,895	1,475,125	9.3%
Operating Income (Loss)	(2,305)	(124,587)	(122,282)	5405.1%
Non Operating Income (Expense) & Transfers	6,842,294	1,203,778	(5,638,516)	17.6%
Change in Net Position	\$ 6,839,989	\$ 1,079,192	\$ (5,760,797)	15.8%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 160,000	\$ -	\$ 160,000	0.0%
Airport Fund 420	2,997,978	128,242	\$ 2,869,736	4.3%
Sanitation Fund 440	15,000	-	15,000	0.0%
Wastewater Fund 450	1,123,500	107,849	1,015,651	9.6%
Water Fund 460	1,432,000	275,405	1,156,595	19.2%
Stormwater Fund 470	1,454,295	337,287	1,117,009	23.2%
Marina Fund 480	8,923,465	1,812,714	7,110,751	20.3%
Total Enterprise Funds	\$ 16,106,238	\$ 2,661,496	\$ 13,444,742	16.5%

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

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	354,132.64	362,336.95	(8,204.31)	55,002.00		(409.31)	47,207.00
Airport (420)	206,168.67	231,801.11	(25,632.44)			-	(25,632.44)
Sanitation (440)	662,072.25	398,797.36	263,274.89		(9,000.00)		254,274.89
Wastewater (450)	1,535,062.01	631,139.93	903,922.08		(719,658.00)		184,264.08
Water (460)	1,103,689.23	703,785.01	399,904.22	150,000.00	(418,869.00)		131,035.22
Storm Water Management (470)	529,321.70	493,722.04	35,599.66				35,599.66
Marina (480)	1,175,126.56	1,964,608.88	(789,482.32)	75,000.00		19,040.00	(733,522.32)

*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

12/31/2019

Number of Customers

		Delinquency		Avg Monthly Billing
	Days		\$	
8,685	Active Customers			\$ 1,074,950.76
500		30	47,037.70	
106		60	9,004.87	*payment terms
34		90	3,109.90	*
25		120+	7,881.67	*
-				
-		Total	\$ 67,034.14	

246 accts.
w/delinquent balances

Closed accounts in Munis -
processing for collection
action by 01/31/19

Year based on final
billing date

<u>Year based on final</u> <u>billing date</u>	<u># of Accounts Transferred</u>	<u>Amt of \$</u> <u>Transferred</u>	<u>Amt of \$ Recovered</u> <u>by CCI</u>	<u>Amt of \$ Recovered</u> <u>by UB</u>	<u>Total \$</u> <u>Recovered</u>	<u>% recovered</u>
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,735.32	5,914.23		27.80%
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		17.93%
2018 (thru Oct)	367 (updated 10-2019)	73,138.63	1,618.88	156.61		2.43%
		\$ 127,280.18	\$ 4,761.44	\$ 9,438.75	\$ 14,200.19	11.16%
Recovered to date		\$ (14,200.19)				

Balance currently at CCI	\$ 113,079.99
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Number of Customers

Customers		Delinquency		Avg Mo'ly Billing	
		Days	\$		
76	ALL Customers			\$47,911.80	
				(Amelia Island Aviation - acct closed)	
29		30	16,207.93	\$	-
10		60	6,993.25	\$	-
3		90	1,783.42	\$	-
2		120+	<u>5,728.98</u>	\$	-
				\$	8,758.77
29		Sub Total	\$ 30,713.58	\$	8,758.77
					\$ 39,472.35

Number of Customers

			Avg Mo'ly Billing	\$3,460
Number of Customers		Delinquency		
As of 12/31/2019	Days		\$	
9	ALL Customers			
		30		
		60		
		90		
		120		
1		150+	880.88	
			<u>880.88</u>	
			30	
			60	
			30+60	
David Johnson	In Collections		150	
Total				

Number of Customers

		Delinquency	Avg Mo'ly Billing
		Days	\$
7	ALL Customers		1,986.44
30		30	469.44
60		60	-
90		90	-
120+		120+	-
3		Sub Total	\$ 469.44

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-15,758,000.00	-15,758,000.00	-13,358,182.02	-8,293,094.21	0.00	-2,399,817.98	84.8%
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-87,471.23	-25,309.75	0.00	-344,612.77	20.2%
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-1,965,358.00	-1,965,358.00	-444,234.71	-125,935.13	0.00	-1,521,123.29	22.6%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-151,281.25	-3,088.40	0.00	-8,718.75	94.6%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-4,006.86	-285.51	0.00	1,006.86	133.6%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-215.00	-210.00	0.00	165.00	430.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,497.00	-42.00	0.00	497.00	124.9%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-1,015.00	-455.00	0.00	-4,985.00	16.9%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	0.00	85.00	0.00	-25,000.00	.0%
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-2,062.00	-985.00	0.00	-22,938.00	8.2%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-385,507.22	-116,943.62	0.00	-1,054,492.78	26.8%
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-4,231.88	-4,231.88	0.00	-15,768.12	21.2%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-1,100.00	0.00	0.00	-23,900.00	4.4%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-8,450.00	-3,775.00	0.00	-9,550.00	46.9%
001 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%
001 32915		ANNEXATION APP FEE					
	-2,200.00	-2,200.00	0.00	0.00	0.00	-2,200.00	.0%
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	-2,000.00	-2,000.00	0.00	2,000.00	100.0%

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	0.00	0.00	0.00	-11,050.00	.0%
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-775.00	-75.00	0.00	-2,425.00	24.2%
001 32920		CDD COPIES MADE FEE					
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	0.00	0.00	0.00	-3,850.00	.0%
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%
001 32929		SITE PLAN REVIEW APP FEE					
	-21,700.00	-21,700.00	-9,000.00	-3,000.00	0.00	-12,700.00	41.5%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-250.00	0.00	0.00	-500.00	33.3%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-400.00	0.00	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					
	-2,000.00	-2,000.00	-400.00	-400.00	0.00	-1,600.00	20.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-6,256.66	-216.00	0.00	6,256.66	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-2,071.00	-25.00	0.00	-2,429.00	46.0%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-50.00	0.00	0.00	-1,950.00	2.5%
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-9,974.30	-5,732.45	0.00	-25,025.70	28.5%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
001 33120		FEMA GRANT					
	0.00	0.00	-6,023.06	-6,023.06	0.00	6,023.06	100.0%
001 33170		DOS PRESERVATION					
	-37,500.00	-37,500.00	0.00	0.00	0.00	-37,500.00	.0%
001 33350		HALF-CENT SALES TAX					
	-940,628.00	-940,628.00	-204,222.60	-70,616.33	0.00	-736,405.40	21.7%
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-57,217.32	-19,072.44	0.00	-184,515.68	23.7%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-167.24	-62.75	0.00	-632.76	20.9%

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-17,595.37	0.00	0.00	-5,404.63	76.5%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-2,910.00	0.00	0.00	-7,090.00	29.1%
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-64,460.60	-30,694.38	0.00	-66,739.40	49.1%
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-3,353.78	0.00	0.00	-9,146.22	26.8%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-3,647.85	0.00	0.00	-126,352.15	2.8%
001 33910		OCEAN, HIGHWAY AND PRT AUTHORITY					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-450,000.00	-450,000.00	-154,427.11	-44,881.12	0.00	-295,572.89	34.3%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-52,204.79	-13,843.89	0.00	-107,795.21	32.6%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-11,631.96	-4,461.45	0.00	-11,368.04	50.6%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-3,134.00	-1,396.00	0.00	-8,866.00	26.1%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-2,288.00	0.00	0.00	2,288.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-2,150.00	-875.00	0.00	-5,850.00	26.9%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-25.00	0.00	0.00	-475.00	5.0%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-381.46	-381.46	0.00	-13,118.54	2.8%
001 34720		RENTALS					
	-10,000.00	-10,000.00	-716.09	-390.10	0.00	-9,283.91	7.2%
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-510.00	-150.00	0.00	-7,490.00	6.4%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-3,107.56	-1,458.24	0.00	-21,892.44	12.4%
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-2,175.85	-1,001.14	0.00	-4,324.15	33.5%
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-8,518.00	-2,415.50	0.00	-33,482.00	20.3%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-1,055.70	-630.00	0.00	-3,444.30	23.5%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-578.00	-131.00	0.00	578.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34728		MLK TRUST NON-TAXABLE					
	-12,500.00	-12,500.00	-5,708.00	-1,653.00	0.00	-6,792.00	45.7%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	0.00	0.00	0.00	-17,000.00	.0%
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-68,975.64	-21,103.80	0.00	-241,024.36	22.3%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-17,353.00	-3,420.00	0.00	-98,647.00	15.0%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-11,711.66	-2,390.67	0.00	-42,288.34	21.7%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-81.00	0.00	0.00	81.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-2,859.42	-1,628.41	0.00	-5,140.58	35.7%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-5,121.00	-1,774.00	0.00	-5,879.00	46.6%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-275.21	-134.95	0.00	-1,224.79	18.3%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-439.00	-56.00	0.00	-561.00	43.9%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-31,937.13	-12,284.35	0.00	-133,062.87	19.4%
001 36210		RENTS					
	-3,044.00	-3,044.00	0.00	0.00	0.00	-3,044.00	.0%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-3,967.50	-1,983.75	0.00	-19,832.50	16.7%
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-5,688.09	-2,111.52	0.00	-9,337.91	37.9%
001 36995		LATE FEES					
	0.00	0.00	-0.30	-0.30	0.00	0.30	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-40.00	-16.00	0.00	-60.00	40.0%
001 36997		TDC REVENUE					
	-271,350.00	-271,350.00	0.00	0.00	0.00	-271,350.00	.0%
001 38215		FROM UTILITY TAX					
	-1,500,000.00	-1,500,000.00	-375,000.00	-125,000.00	0.00	-1,125,000.00	25.0%
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-9,000.00	-3,000.00	0.00	-27,000.00	25.0%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-90,000.00	-30,000.00	0.00	-270,000.00	25.0%
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-45,000.00	-15,000.00	0.00	-135,000.00	25.0%
001 38910		CASH BALANCE FORWARD					
	-5,549,299.00	-5,549,299.00	0.00	0.00	0.00	-5,549,299.00	.0%



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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GENERAL FUND						
-31,188,172.00	-31,188,172.00	-15,757,089.42	-9,005,759.56	0.00	-15,431,082.58	50.5%
TOTAL REVENUES						
-31,188,172.00	-31,188,172.00	-15,757,089.42	-9,005,759.56	0.00	-15,431,082.58	
0012200 FIRE						
0012200 36993	DONATIONS/CONTRIBUTIONS					
-7,500.00	-7,500.00	-4,207.42	-893.10	0.00	-3,292.58	56.1%
TOTAL FIRE						
-7,500.00	-7,500.00	-4,207.42	-893.10	0.00	-3,292.58	56.1%
TOTAL REVENUES						
-7,500.00	-7,500.00	-4,207.42	-893.10	0.00	-3,292.58	
GRAND TOTAL						
-31,195,672.00	-31,195,672.00	-15,761,296.84	-9,006,652.66	0.00	-15,434,375.16	50.5%

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Revenue	Amount	% Used
Revised Budget	(\$31,195,672.00)	50.5%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	.00	
Revised Budget excluding Cash	(\$25,646,373.00)	
YTD Actual Revenue	(\$15,761,296.84)	61.5%

Revised Budget excluding Cash	(\$25,646,373.00)
Less: YTD Expenditures	<u>6,424,625.81</u>
Net (Revenues) Expenditures	(\$19,221,747.19)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
322,388.00	332,388.00	101,641.33	42,562.43	0.00	230,746.67	30.6%
0011200 CITY CLERK						
538,003.00	538,003.00	177,969.70	30,384.19	0.00	360,033.30	33.1%
0011210 CITY MANAGER						
639,551.00	639,551.00	89,051.46	35,155.29	27,797.64	522,701.90	18.3%
0011300 FINANCE						
771,266.00	771,266.00	214,026.30	69,738.23	-5,503.01	562,742.71	27.0%
0011310 INFORMATION TECHNOLOGY						
747,157.00	747,157.00	195,555.99	49,252.77	-75,209.84	626,810.85	16.1%
0011350 HUMAN RESOURCES						
392,609.00	392,609.00	91,322.23	29,039.28	0.00	301,286.77	23.3%
0011400 CITY ATTORNEY						
344,230.00	344,230.00	69,039.24	26,948.20	0.00	275,190.76	20.1%
0011500 PLANNING						
655,651.00	655,651.00	114,083.48	43,561.35	0.00	541,567.52	17.4%
0011910 NON DEPARTMENTAL						
259,320.00	259,320.00	68,102.93	20,210.03	0.00	191,217.07	26.3%
0011930 FACILITIES MAINTENANCE						
689,730.00	703,410.00	148,205.19	66,650.99	29,150.55	526,054.26	25.2%
0012100 POLICE						
6,110,101.00	6,110,101.00	1,291,307.22	514,917.48	176,504.79	4,642,288.99	24.0%
0012101 POLICE RANGERS						
63,040.00	63,040.00	7,507.00	1,264.92	0.00	55,533.00	11.9%
0012200 FIRE						
4,418,808.00	4,418,808.00	945,080.71	315,158.02	-35,848.78	3,509,576.07	20.6%
0012201 FIRE OCEAN RESCUE						
363,502.00	363,502.00	15,541.30	5,855.41	0.00	347,960.70	4.3%
0012400 BUILDING / PERMITTING						
20,250.00	20,250.00	1,547.36	-500.78	0.00	18,702.64	7.6%
0012420 CODE ENFORCEMENT						
253,405.00	253,405.00	44,220.83	16,089.60	0.00	209,184.17	17.5%
0014100 STREETS						
1,775,646.00	1,775,646.00	310,984.28	114,343.86	47,454.97	1,417,206.75	20.2%
0015200 DOWNTOWN						
78,964.00	78,964.00	12,566.47	7,053.74	0.00	66,397.53	15.9%
0015640 PUBLIC ASSISTANCE						
128,000.00	128,000.00	7,000.00	4,500.00	0.00	121,000.00	5.5%
0017100 LIBRARY						
14,644.00	14,644.00	1,209.22	453.96	0.00	13,434.78	8.3%
0017200 RECREATION						
1,372,394.00	1,373,329.00	244,919.25	80,468.61	69,935.00	1,058,474.75	22.9%
0017210 PARKS						
1,653,362.00	1,652,427.00	263,477.43	112,523.62	267,619.50	1,121,330.07	32.1%



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0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	248,706.00	60,279.29	24,954.25	0.00	188,426.71	24.2%
0017225 MLK CENTER	197,413.00	197,413.00	35,844.28	14,043.80	0.00	161,568.72	18.2%
0017230 YOUTH	342,847.00	342,847.00	52,754.02	20,736.90	0.00	290,092.98	15.4%
0017240 AQUATICS	337,242.00	337,242.00	48,967.30	16,867.50	0.00	288,274.70	14.5%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	3,636,676.00	1,814,422.00	202,474.00	0.00	1,822,254.00	49.9%
0018200 CONTINGENCIES	150,000.00	126,320.00	0.00	0.00	0.00	126,320.00	.0%
0018300 RESERVES	4,670,767.00	4,670,767.00	0.00	0.00	0.00	4,670,767.00	.0%
GRAND TOTAL	31,195,672.00	31,195,672.00	6,426,625.81	1,864,707.65	501,900.82	24,267,145.37	22.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	0.00	0.00	0.00	-140.00	.0%
100 36110		INTEREST					
	0.00	0.00	-4.12	-1.68	0.00	4.12	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,301.00	-2,301.00	0.00	0.00	0.00	-2,301.00	.0%
100 55200		OPERATING SUPPLIES					
	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	.0%
100 59990		RESERVE					
	241.00	241.00	0.00	0.00	0.00	241.00	.0%
TOTAL LAW ENFORCEMENT TRUST							
	0.00	0.00	-4.12	-1.68	0.00	4.12	100.0%
	TOTAL REVENUES						
	-2,441.00	-2,441.00	-4.12	-1.68	0.00	-2,436.88	
	TOTAL EXPENSES						
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
	GRAND TOTAL						
	0.00	0.00	-4.12	-1.68	0.00	4.12	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					
	-25,000.00	-25,000.00	-5,811.93	-2,814.62	0.00	-19,188.07	23.2%
110 36110		INTEREST					
	0.00	0.00	-300.35	-103.45	0.00	300.35	100.0%
110 38910		CASH BALANCE FORWARD					
	-165,385.00	-165,385.00	0.00	0.00	0.00	-165,385.00	.0%
110 55200		OPERATING SUPPLIES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	91,004.00	73,914.00	53,513.12	3,982.88	97.3%
110 59990		RESERVE					
	26,885.00	26,885.00	0.00	0.00	0.00	26,885.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	84,891.72	70,995.93	53,513.12	-138,404.84	100.0%
TOTAL REVENUES	-190,385.00	-190,385.00	-6,112.28	-2,918.07	0.00	-184,272.72	
TOTAL EXPENSES	190,385.00	190,385.00	91,004.00	73,914.00	53,513.12	45,867.88	
GRAND TOTAL	0.00	0.00	84,891.72	70,995.93	53,513.12	-138,404.84	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					
	-52,380.00	-52,380.00	-19,655.00	-9,025.00	0.00	-32,725.00	37.5%
125 36110		INTEREST					
	0.00	0.00	-308.95	-133.68	0.00	308.95	100.0%
125 38910		CASH BALANCE FORWARD					
	-124,007.00	-124,007.00	0.00	0.00	0.00	-124,007.00	.0%
125 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
125 54970		PROGRAM COSTS					
	6,900.00	6,900.00	0.00	0.00	0.00	6,900.00	.0%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	0.00	0.00	0.00	3,900.00	.0%
125 59990		RESERVE					
	155,587.00	155,587.00	0.00	0.00	0.00	155,587.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-19,963.95	-9,158.68	0.00	19,963.95	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-19,963.95	-9,158.68	0.00	-156,423.05	
TOTAL EXPENSES							
	176,387.00	176,387.00	0.00	0.00	0.00	176,387.00	
GRAND TOTAL							
	0.00	0.00	-19,963.95	-9,158.68	0.00	19,963.95	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	-2,500.00	-580.00	0.00	2,500.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-850.00	0.00	0.00	-850.00	50.0%
126 32934		CHANGE OF USE					
	-8,025.00	-8,025.00	0.00	0.00	0.00	-8,025.00	.0%
126 36110		INTEREST					
	0.00	0.00	-26.01	-12.45	0.00	26.01	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-7,500.00	-2,500.00	0.00	-22,500.00	25.0%
126 38910		CASH BALANCE FORWARD					
	-12,250.00	-12,250.00	0.00	0.00	0.00	-12,250.00	.0%
126 53100		PROFESSIONAL SERVICES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
126 54970		PROGRAM COSTS					
	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	.0%
126 59990		RESERVE					
	18,475.00	18,475.00	0.00	0.00	0.00	18,475.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-10,876.01	-3,092.45	0.00	10,876.01	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-10,876.01	-3,092.45	0.00	-41,098.99	
TOTAL EXPENSES							
	51,975.00	51,975.00	0.00	0.00	0.00	51,975.00	
GRAND TOTAL							
	0.00	0.00	-10,876.01	-3,092.45	0.00	10,876.01	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	-951.14	-331.74	0.00	951.14	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	-951.14	-331.74	0.00	951.14	100.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	-951.14	-331.74	0.00	-100,229.86	
		TOTAL EXPENSES					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	
	GRAND TOTAL	0.00	-951.14	-331.74	0.00	951.14	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-1,407.72	-621.02	0.00	1,407.72	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-115,000.00	0.00	0.00	115,000.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	0.00	-307,284.00	-307,283.75	-307,283.75	0.00	-0.25	100.0%
135 38101		FROM GENERAL FUND					
	-1,207,000.00	-1,207,000.00	-1,207,000.00	0.00	0.00	0.00	100.0%
135 56100		LAND					
	1,000,000.00	1,307,284.00	623,849.25	0.00	0.00	683,434.75	47.7%
135 59990		RESERVE					
	207,000.00	207,000.00	0.00	0.00	0.00	207,000.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-1,006,842.22	-307,904.77	0.00	1,006,842.22	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,630,691.47	-307,904.77	0.00	116,407.47	
TOTAL EXPENSES							
	1,207,000.00	1,514,284.00	623,849.25	0.00	0.00	890,434.75	
GRAND TOTAL							
	0.00	0.00	-1,006,842.22	-307,904.77	0.00	1,006,842.22	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 31610		LOCAL BUSINESS TAX					
	0.00	0.00	-1,044.55	0.00	0.00	1,044.55	100.0%
140 31620		LOCAL BUSINESS TAX - PENALTIES					
	0.00	0.00	-288.75	0.00	0.00	288.75	100.0%
140 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	-485.63	0.00	0.00	485.63	100.0%
140 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-110,295.60	-47,905.50	0.00	-544,704.40	16.8%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-43,276.50	-21,545.50	0.00	-256,723.50	14.4%
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-1,101.00	-612.00	0.00	-6,399.00	14.7%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-8,686.00	-3,612.00	0.00	3,686.00	173.7%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-1,190.00	-385.00	0.00	-2,310.00	34.0%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-350.00	-70.00	0.00	250.00	350.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-1,082.00	-237.00	0.00	-1,168.00	48.1%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-13,885.00	-3,665.00	0.00	-46,115.00	23.1%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-1,200.00	-525.00	0.00	-7,300.00	14.1%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-3,280.00	-880.00	0.00	-10,720.00	23.4%
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-825.00	-300.00	0.00	-5,175.00	13.8%
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-8,421.00	-1,760.00	0.00	-66,579.00	11.2%
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-7,216.00	-2,296.00	0.00	-27,784.00	20.6%
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-9,954.00	-7,371.00	0.00	-15,046.00	39.8%
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-183.00	0.00	0.00	183.00	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-195.00	-35.00	0.00	-805.00	19.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 36110		INTEREST					
	0.00	0.00	-5,859.41	-2,400.57	0.00	5,859.41	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	0.00	0.00	0.00	-24,000.00	.0%
140 38910		CASH BALANCE FORWARD					
	-2,409,892.00	-2,409,892.00	-3,250,862.25	0.00	0.00	840,970.25	134.9%
140 51200		SALARIES					
	658,235.00	658,235.00	113,585.17	28,576.60	0.00	544,649.83	17.3%
140 51350		PART-TIME					
	40,164.00	40,164.00	5,036.62	1,764.73	0.00	35,127.38	12.5%
140 51400		OVERTIME					
	5,000.00	5,000.00	9.22	0.00	0.00	4,990.78	.2%
140 52100		FICA					
	53,810.00	53,810.00	8,714.81	2,244.37	0.00	45,095.19	16.2%
140 52200		RETIREMENT					
	150,472.00	150,472.00	27,217.17	6,846.94	0.00	123,254.83	18.1%
140 52300		HEALTH INSUR					
	121,789.00	121,789.00	25,355.27	8,465.56	0.00	96,433.73	20.8%
140 52301		LIFE INSUR					
	3,493.00	3,493.00	752.80	253.80	0.00	2,740.20	21.6%
140 52400		WORKERS' COMP					
	10,412.00	10,412.00	2,604.00	868.00	0.00	7,808.00	25.0%
140 53100		PROFESSIONAL SERVICES					
	137,000.00	137,000.00	10,571.05	7,580.77	0.00	126,428.95	7.7%
140 53400		CONTRACTUAL					
	109,325.00	109,325.00	19,752.45	19,531.75	0.00	89,572.55	18.1%
140 54000		TRAINING/TRAVEL					
	49,040.00	49,040.00	3,621.20	2,937.25	0.00	45,418.80	7.4%
140 54100		COMM - PHONE/FAX/ALARM					
	647.00	647.00	37.92	37.92	0.00	609.08	5.9%
140 54101		COMMUNICATIONS-CELLULAR					
	4,920.00	4,920.00	1,720.59	1,720.59	0.00	3,199.41	35.0%
140 54500		INSURANCE					
	8,470.00	8,470.00	2,118.00	706.00	0.00	6,352.00	25.0%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,200.00	1,200.00	130.00	32.50	0.00	1,070.00	10.8%
140 54640		R/M VEHICLES-PARTS					
	500.00	500.00	268.82	122.50	0.00	231.18	53.8%
140 54700		PRINTING					
	9,675.00	9,675.00	0.00	0.00	0.00	9,675.00	.0%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%



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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	1,656.93	436.13	0.00	3,343.07	33.1%
140 55200		OPERATING SUPPLIES					
	8,680.00	8,680.00	6,134.03	2,456.54	0.00	2,545.97	70.7%
140 55210		UNIFORMS					
	4,350.00	4,350.00	1,403.41	0.00	0.00	2,946.59	32.3%
140 55230		GAS/OIL					
	3,500.00	3,500.00	859.91	223.25	0.00	2,640.09	24.6%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	2,555.96	31.52	0.00	18,444.04	12.2%
140 56400		EQUIPMENT					
	30,000.00	30,000.00	0.00	0.00	29,437.30	562.70	98.1%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	0.00	0.00	0.00	5,400.00	.0%
140 59990		RESERVE					
	2,170,150.00	2,170,150.00	0.00	0.00	0.00	2,170,150.00	.0%
TOTAL BUILDING FEES FUND							
	0.00	0.00	-3,235,575.36	-8,762.85	29,437.30	3,206,138.06	100.0%
	TOTAL REVENUES						
	-3,633,742.00	-3,633,742.00	-3,469,680.69	-93,599.57	0.00	-164,061.31	
	TOTAL EXPENSES						
	3,633,742.00	3,633,742.00	234,105.33	84,836.72	29,437.30	3,370,199.37	
	GRAND TOTAL						
	0.00	0.00	-3,235,575.36	-8,762.85	29,437.30	3,206,138.06	100.0%

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City of Fernandina Beach
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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-2,795.28	-1,153.72	0.00	-8,004.72	25.9%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-234,188.90	-6,963.00	0.00	-230,011.10	50.5%
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-9,620.07	-6,107.94	0.00	-62,910.93	13.3%
145 38910		CASH BALANCE FORWARD					
	-1,434,998.00	-1,434,998.00	0.00	0.00	0.00	-1,434,998.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	125,001.00	41,667.00	0.00	374,999.00	25.0%
145 59990		RESERVE					
	1,482,529.00	1,482,529.00	0.00	0.00	0.00	1,482,529.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-121,603.25	27,442.34	0.00	121,603.25	100.0%
TOTAL REVENUES	-1,982,529.00	-1,982,529.00	-246,604.25	-14,224.66	0.00	-1,735,924.75	
TOTAL EXPENSES	1,982,529.00	1,982,529.00	125,001.00	41,667.00	0.00	1,857,528.00	
GRAND TOTAL	0.00	0.00	-121,603.25	27,442.34	0.00	121,603.25	100.0%

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City of Fernandina Beach
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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	-820.43	-333.56	0.00	820.43	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-85,513.56	-2,877.00	0.00	-106,286.44	44.6%
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-3,920.79	-2,505.68	0.00	-56,016.21	6.5%
146 38910		CASH BALANCE FORWARD					
	-433,404.00	-433,404.00	0.00	0.00	0.00	-433,404.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	84,999.00	28,333.00	0.00	255,001.00	25.0%
146 59990		RESERVE					
	345,141.00	345,141.00	0.00	0.00	0.00	345,141.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	-5,255.78	22,616.76	0.00	5,255.78	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-90,254.78	-5,716.24	0.00	-594,886.22	
TOTAL EXPENSES							
	685,141.00	685,141.00	84,999.00	28,333.00	0.00	600,142.00	
GRAND TOTAL							
	0.00	0.00	-5,255.78	22,616.76	0.00	5,255.78	100.0%

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YEAR-TO-DATE BUDGET REPORT

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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	-190,230.10	-55,531.26	0.00	-510,145.90	27.2%
150 31420		TELEPHONE MUNICIPAL TAX					
	-659,022.00	-659,022.00	-181,870.50	-65,468.54	0.00	-477,151.50	27.6%
150 31430		WATER MUNICIPAL TAX					
	0.00	0.00	197.20	0.00	0.00	-197.20	100.0%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-23,083.08	-7,490.33	0.00	-86,916.92	21.0%
150 36110		INTEREST					
	0.00	0.00	-655.42	-311.61	0.00	655.42	100.0%
150 38910		CASH BALANCE FORWARD					
	-339,128.00	-339,128.00	0.00	0.00	0.00	-339,128.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	1,500,000.00	1,500,000.00	375,000.00	125,000.00	0.00	1,125,000.00	25.0%
150 59990		RESERVE					
	308,526.00	308,526.00	0.00	0.00	0.00	308,526.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	-20,641.90	-3,801.74	0.00	20,641.90	100.0%
TOTAL REVENUES							
	-1,808,526.00	-1,808,526.00	-395,641.90	-128,801.74	0.00	-1,412,884.10	
TOTAL EXPENSES							
	1,808,526.00	1,808,526.00	375,000.00	125,000.00	0.00	1,433,526.00	
GRAND TOTAL							
	0.00	0.00	-20,641.90	-3,801.74	0.00	20,641.90	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-680.00	-280.00	0.00	-2,320.00	22.7%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-640.00	-160.00	0.00	-1,560.00	29.1%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-6,980.88	-2,751.59	0.00	-43,019.12	14.0%
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-12,773.57	-4,919.20	0.00	-69,726.43	15.5%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-2,065.02	-697.95	0.00	-7,934.98	20.7%
170 36120		UNREALIZED GAIN					
	0.00	0.00	188.18	812.35	0.00	-188.18	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-2,826.00	-942.00	0.00	-8,474.00	25.0%
170 38910		CASH BALANCE FORWARD					
	-111,261.00	-111,261.00	0.00	0.00	0.00	-111,261.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,050,322.00	-1,050,322.00	0.00	0.00	0.00	-1,050,322.00	.0%
170 51200		SALARIES					
	77,162.00	77,162.00	15,747.48	5,876.43	0.00	61,414.52	20.4%
170 51400		OVERTIME					
	2,000.00	2,000.00	2.95	2.95	0.00	1,997.05	.1%
170 52100		FICA					
	6,056.00	6,056.00	1,090.75	407.16	0.00	4,965.25	18.0%
170 52200		RETIREMENT					
	18,488.00	18,488.00	3,773.79	1,408.69	0.00	14,714.21	20.4%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	6,678.00	2,226.00	0.00	20,034.00	25.0%
170 52301		LIFE INSUR					
	431.00	431.00	107.63	36.19	0.00	323.37	25.0%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	1,752.00	584.00	0.00	5,254.00	25.0%
170 53200		AUDITING					
	2,265.00	2,265.00	567.00	189.00	0.00	1,698.00	25.0%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	391.27	86.95	0.00	8,196.73	4.6%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	0.00	-0.92	3.02	0.00	0.92	100.0%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	208.59	107.32	0.00	3,591.41	5.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	37.04	0.00	0.00	962.96	3.7%
170 54500		INSURANCE					
	2,834.00	2,834.00	708.00	236.00	0.00	2,126.00	25.0%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	653.98	0.00	0.00	12,346.02	5.0%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 54630		R/M VEHICLES-LABOR					
	2,200.00	2,200.00	240.00	65.00	0.00	1,960.00	10.9%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	238.10	21.59	0.00	1,261.90	15.9%
170 55200		OPERATING SUPPLIES					
	2,500.00	2,500.00	29.94	29.94	0.00	2,470.06	1.2%
170 55210		UNIFORMS					
	1,200.00	1,200.00	597.47	125.00	0.00	602.53	49.8%
170 55230		GAS/OIL					
	3,000.00	3,000.00	590.78	211.28	0.00	2,409.22	19.7%
170 56400		MACH/EQUIP					
	22,000.00	22,000.00	0.00	0.00	22,128.90	-128.90	100.6%
170 59990		RESERVE					
	40,236.00	40,236.00	0.00	0.00	0.00	40,236.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,076,605.00	1,076,605.00	0.00	0.00	0.00	1,076,605.00	.0%
TOTAL CEMETERY	0.00	0.00	7,636.56	2,678.13	22,128.90	-29,765.46	100.0%
TOTAL REVENUES	-1,320,583.00	-1,320,583.00	-25,777.29	-8,938.39	0.00	-1,294,805.71	
TOTAL EXPENSES	1,320,583.00	1,320,583.00	33,413.85	11,616.52	22,128.90	1,265,040.25	
GRAND TOTAL	0.00	0.00	7,636.56	2,678.13	22,128.90	-29,765.46	100.0%

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-11,453.00	-11,453.00	0.00	0.00	0.00	-11,453.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-13,386.00	-13,386.00	0.00	0.00	0.00	-13,386.00	.0%
180 36110		INTEREST					
	0.00	0.00	-39.36	-16.05	0.00	39.36	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					
	-29,785.00	-29,785.00	0.00	0.00	0.00	-29,785.00	.0%
180 59990		RESERVE					
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	-39.36	-16.05	0.00	39.36	100.0%
TOTAL REVENUES							
	-55,624.00	-55,624.00	-39.36	-16.05	0.00	-55,584.64	
TOTAL EXPENSES							
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
GRAND TOTAL							
	0.00	0.00	-39.36	-16.05	0.00	39.36	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					
	-123,726.00	-123,726.00	-10,310.50	-10,310.50	0.00	-113,415.50	8.3%
190 36110		INTEREST					
	0.00	0.00	-153.76	-52.88	0.00	153.76	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,675.00	-1,675.00	0.00	1,675.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-97,023.00	-97,023.00	0.00	0.00	0.00	-97,023.00	.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	6,900.00	2,698.20	2,698.20	0.00	4,201.80	39.1%
190 54921		UNDERCOVER					
	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	.0%
190 55200		OPERATING SUPPLIES					
	30,000.00	30,000.00	14,808.14	5,520.35	0.00	15,191.86	49.4%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	43,130.00	36,522.00	63,416.54	7,053.46	93.8%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	13,000.00	2,132.50	0.00	0.00	10,867.50	16.4%
190 59990		RESERVE					
	50,249.00	50,249.00	0.00	0.00	0.00	50,249.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	50,629.58	32,702.17	63,416.54	-114,046.12	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-12,139.26	-12,038.38	0.00	-208,609.74	
TOTAL EXPENSES							
	220,749.00	220,749.00	62,768.84	44,740.55	63,416.54	94,563.62	
GRAND TOTAL							
	0.00	0.00	50,629.58	32,702.17	63,416.54	-114,046.12	100.0%

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City of Fernandina Beach
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-78.74	-47.61	0.00	78.74	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-105,843.00	-35,281.00	0.00	-317,533.00	25.0%
220 38910		CASH BALANCE FORWARD					
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%
220 57100		PRINCIPAL					
	404,000.00	404,000.00	0.00	0.00	0.00	404,000.00	.0%
220 57200		INTEREST					
	19,376.00	19,376.00	9,687.80	0.00	0.00	9,688.20	50.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	-96,233.94	-35,328.61	0.00	96,233.94	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-105,921.74	-35,328.61	0.00	-321,918.26	
TOTAL EXPENSES							
	427,840.00	427,840.00	9,687.80	0.00	0.00	418,152.20	
GRAND TOTAL							
	0.00	0.00	-96,233.94	-35,328.61	0.00	96,233.94	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	-1,048.68	-536.60	0.00	1,048.68 100.0%
230 38140	FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-125,001.00	-41,667.00	0.00	-374,999.00 25.0%
230 38141	FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-84,999.00	-28,333.00	0.00	-255,001.00 25.0%
230 38145	FROM WASTEWATER					
	-418,629.00	-418,629.00	-104,658.00	-34,886.00	0.00	-313,971.00 25.0%
230 38146	FROM WATER					
	-1,495,471.00	-1,495,471.00	-373,869.00	-124,623.00	0.00	-1,121,602.00 25.0%
230 38910	CASH BALANCE FORWARD					
	-274,000.00	-274,000.00	0.00	0.00	0.00	-274,000.00 .0%
230 57100	PRINCIPAL					
	1,575,000.00	1,575,000.00	0.00	0.00	0.00	1,575,000.00 .0%
230 57200	INTEREST					
	1,179,100.00	1,179,100.00	0.00	0.00	0.00	1,179,100.00 .0%
230 59990	RESERVE					
	274,000.00	274,000.00	0.00	0.00	0.00	274,000.00 .0%
TOTAL UTILITY DEBT SERVICE						
	0.00	0.00	-689,575.68	-230,045.60	0.00	689,575.68 100.0%
TOTAL REVENUES						
	-3,028,100.00	-3,028,100.00	-689,575.68	-230,045.60	0.00	-2,338,524.32
TOTAL EXPENSES						
	3,028,100.00	3,028,100.00	0.00	0.00	0.00	3,028,100.00
GRAND TOTAL						
	0.00	0.00	-689,575.68	-230,045.60	0.00	689,575.68 100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-64,900.00	-64,900.00	0.00	0.00	0.00	-64,900.00	.0%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-29,475.60	-9,825.20	0.00	-95,524.40	23.6%
300 33710		COUNTY GRANT					
	-35,100.00	-35,100.00	0.00	0.00	0.00	-35,100.00	.0%
300 36110		INTEREST					
	-12,000.00	-12,000.00	-2,568.07	-1,026.02	0.00	-9,431.93	21.4%
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-361,251.00	-120,417.00	0.00	-1,083,749.00	25.0%
300 38152		FROM UB					
	-10,700.00	-10,700.00	-2,675.01	-891.67	0.00	-8,024.99	25.0%
300 38410		LOAN PROCEEDS					
	-525,000.00	-525,000.00	0.00	0.00	0.00	-525,000.00	.0%
300 38910		CASH BALANCE FORWARD					
	-374,437.00	-374,437.00	0.00	0.00	0.00	-374,437.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-2,592,137.00	-2,592,137.00	-395,969.68	-132,159.89	0.00	-2,196,167.32	15.3%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-395,969.68	-132,159.89	0.00	-2,196,167.32	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-395,969.68	-132,159.89	0.00	-2,196,167.32	15.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 03

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT						
3001000 57100	PRINCIPAL					
685,090.00	685,090.00	187,668.93	0.00	0.00	497,421.07	27.4%
3001000 57200	INTEREST					
16,301.00	16,301.00	1,998.56	0.00	0.00	14,302.44	12.3%
3001000 57310	BOND EXPENSE					
700.00	700.00	0.00	0.00	0.00	700.00	.0%
3001000 59990	RESERVE					
4,546.00	4,546.00	0.00	0.00	0.00	4,546.00	.0%
TOTAL GENERAL GOVERNMENT						
706,637.00	706,637.00	189,667.49	0.00	0.00	516,969.51	26.8%
TOTAL EXPENSES						
706,637.00	706,637.00	189,667.49	0.00	0.00	516,969.51	
3001310 CAP IMP IT						
3001310 56400	EQUIPMENT					
125,000.00	125,000.00	94,444.33	94,444.33	0.00	30,555.67	75.6%
TOTAL CAP IMP IT						
125,000.00	125,000.00	94,444.33	94,444.33	0.00	30,555.67	75.6%
TOTAL EXPENSES						
125,000.00	125,000.00	94,444.33	94,444.33	0.00	30,555.67	
3002100 CAP IMP POLICE						
3002100 56400	EQUIPMENT					
55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
TOTAL CAP IMP POLICE						
55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
TOTAL EXPENSES						
55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	
3002200 CAP IMP FIRE						
3002200 56400	MACH/EQUIP					
525,000.00	525,000.00	0.00	0.00	520,100.00	4,900.00	99.1%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 03

3002200 CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP FIRE	525,000.00	525,000.00	0.00	0.00	520,100.00	4,900.00	99.1%
TOTAL EXPENSES	525,000.00	525,000.00	0.00	0.00	520,100.00	4,900.00	
3004100 CAP IMP STREETS							
3004100 56311	117,000.00	117,000.00	36,493.86	23,051.86	31,476.00	49,030.14	58.1%
3004100 56312	37,000.00	37,000.00	0.00	0.00	0.00	37,000.00	.0%
3004100 56320	462,500.00	462,500.00	0.00	0.00	446,905.60	15,594.40	96.6%
3004100 56500	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	866,500.00	866,500.00	36,493.86	23,051.86	478,381.60	351,624.54	59.4%
TOTAL EXPENSES	866,500.00	866,500.00	36,493.86	23,051.86	478,381.60	351,624.54	
3007200 CAP IMP REC							
3007200 56327	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	.0%
3007200 56331	35,000.00	35,000.00	2,816.00	2,816.00	27,184.00	5,000.00	85.7%
3007200 56365	0.00	0.00	2,375.00	0.00	-2,375.00	0.00	.0%
TOTAL CAP IMP REC	100,000.00	100,000.00	5,191.00	2,816.00	24,809.00	70,000.00	30.0%
TOTAL EXPENSES	100,000.00	100,000.00	5,191.00	2,816.00	24,809.00	70,000.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	.0%



FOR 2020 03							
3007210 PARKS IMPROVEMENTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	.0%
TOTAL EXPENSES	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS	55,000.00	55,000.00	17,126.81	7,173.46	-9,953.35	47,826.54	13.0%
TOTAL CAP IMP PECK	55,000.00	55,000.00	17,126.81	7,173.46	-9,953.35	47,826.54	13.0%
TOTAL EXPENSES	55,000.00	55,000.00	17,126.81	7,173.46	-9,953.35	47,826.54	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
TOTAL MLK CENTER	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
TOTAL EXPENSES	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	
GRAND TOTAL	2,592,137.00	2,592,137.00	342,923.49	127,485.65	1,013,337.25	1,235,876.26	52.3%

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Revenues	(\$ 395,969)
Expenses	\$ 342,923
Net	(\$ 53,046)



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 03

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00 -75,000.00	-8,491.50	0.00	0.00	-66,508.50	11.3%
310 36110	INTEREST					
	-10,000.00 -10,000.00	-9,964.75	-3,859.01	0.00	-35.25	99.6%
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						
	-1,510,000.00 -1,585,000.00	-18,456.25	-3,859.01	0.00	-1,566,543.75	1.2%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-18,456.25	-3,859.01	0.00	-1,566,543.75	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-19,342.72	-9,886.88	0.00	-202,157.28	8.7%
3101000 38910	CASH BALANCE FORWARD					
	-798,766.00 -798,766.00	0.00	0.00	0.00	-798,766.00	.0%
TOTAL CAP EXP ADMIN						
	-1,020,266.00 -1,020,266.00	-19,342.72	-9,886.88	0.00	-1,000,923.28	1.9%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-19,342.72	-9,886.88	0.00	-1,000,923.28	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-11,527.03	-5,891.95	0.00	-120,472.97	8.7%
3102100 38910	CASH BALANCE FORWARD					
	-208,431.00 -208,431.00	0.00	0.00	0.00	-208,431.00	.0%
TOTAL CAP EXP POLICE						
	-340,431.00 -340,431.00	-11,527.03	-5,891.95	0.00	-328,903.97	3.4%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-11,527.03	-5,891.95	0.00	-328,903.97	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-180,000.00	-180,000.00	-15,718.68	-8,034.48	0.00	-164,281.32	8.7%
3102200 38910	CASH BALANCE FORWARD						
	-602,072.00	-602,072.00	0.00	0.00	0.00	-602,072.00	.0%
TOTAL CAP EXP FIRE	-782,072.00	-782,072.00	-15,718.68	-8,034.48	0.00	-766,353.32	2.0%
TOTAL REVENUES	-782,072.00	-782,072.00	-15,718.68	-8,034.48	0.00	-766,353.32	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,442,500.00	-1,442,500.00	-116,536.70	-64,387.43	0.00	-1,325,963.30	8.1%
3107200 38910	CASH BALANCE FORWARD						
	-2,595,960.00	-2,595,960.00	0.00	0.00	0.00	-2,595,960.00	.0%
TOTAL CAP EXP RECREATION	-4,038,460.00	-4,038,460.00	-116,536.70	-64,387.43	0.00	-3,921,923.30	2.9%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-116,536.70	-64,387.43	0.00	-3,921,923.30	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-181,581.38	-92,059.75	0.00	-7,584,647.62	2.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 03

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	25,600.00	0.00	0.00	0.00	25,600.00	.0%
3101000 56500	INFRASTRUCTURE					
50,500.00	50,500.00	0.00	0.00	0.00	50,500.00	.0%
3101000 59990	RESERVE					
971,666.00	946,066.00	0.00	0.00	0.00	946,066.00	.0%
TOTAL CAP EXP ADMIN						
2,522,166.00	2,522,166.00	0.00	0.00	0.00	2,522,166.00	.0%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	0.00	0.00	0.00	2,522,166.00	
3102100 CAP EXP POLICE						
3102100 59990	RESERVE					
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL CAP EXP POLICE						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL EXPENSES						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	
3102200 CAP EXP FIRE						
3102200 56200	BUILDING					
0.00	140,000.00	43,790.00	21,140.00	-43,790.00	140,000.00	.0%
3102200 56400	MACH/EQUIP					
182,044.00	42,044.00	0.00	0.00	0.00	42,044.00	.0%
3102200 59990	RESERVE					
601,459.00	601,459.00	0.00	0.00	0.00	601,459.00	.0%
TOTAL CAP EXP FIRE						
783,503.00	783,503.00	43,790.00	21,140.00	-43,790.00	783,503.00	.0%
TOTAL EXPENSES						
783,503.00	783,503.00	43,790.00	21,140.00	-43,790.00	783,503.00	



FOR 2020 03							
3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 CAP EXP RECREATION							
3107200 56100	LAND						
	0.00	900,000.00	0.00	0.00	0.00	900,000.00	.0%
3107200 56200	BUILDING						
	655,000.00	655,000.00	3,290.00	0.00	0.00	651,710.00	.5%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	7,985.00	2,645.00	-2,050.00	1,670,565.00	.4%
3107200 56400	MACH/EQUIP						
	18,000.00	18,000.00	17,405.00	0.00	0.00	595.00	96.7%
3107200 56500	INFRASTRUCTURE						
	900,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 59990	RESERVE						
	870,133.00	870,133.00	0.00	0.00	0.00	870,133.00	.0%
TOTAL CAP EXP RECREATION							
	4,044,633.00	4,119,633.00	28,680.00	2,645.00	-2,050.00	4,093,003.00	.6%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	28,680.00	2,645.00	-2,050.00	4,093,003.00	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	72,470.00	23,785.00	-45,840.00	7,739,599.00	.3%
** END OF REPORT - Generated by Susan Carless **							

Revenues	(\$ 181,581)
Expenses	\$ 72,470
Net	(\$ 109,111)



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	0.00	0.00	-10,226.61	-4,622.02	0.00	10,226.61	100.0%
330 36120		UNREALIZED GAIN					
	0.00	0.00	296.07	335.58	0.00	-296.07	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-375,000.00	-125,000.00	0.00	-1,125,000.00	25.0%
330 38910		CASH BALANCE FORWARD					
	-4,988,400.00	-4,988,400.00	0.00	0.00	0.00	-4,988,400.00	.0%
330 59990		RESERVE					
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-384,930.54	-129,286.44	0.00	384,930.54	100.0%
TOTAL REVENUES							
	-6,488,400.00	-6,488,400.00	-384,930.54	-129,286.44	0.00	-6,103,469.46	
TOTAL EXPENSES							
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	
GRAND TOTAL							
	0.00	0.00	-384,930.54	-129,286.44	0.00	384,930.54	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-66,247.84	-20,940.96	0.00	-216,937.16	23.4%
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-80,403.52	-19,694.17	0.00	-376,527.48	17.6%
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-7,113.83	-1,140.93	0.00	-38,256.17	15.7%
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-13,478.37	-4,032.86	0.00	-60,873.63	18.1%
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-87,600.47	-31,518.68	0.00	-240,221.53	26.7%
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-2,998.50	608.08	0.00	-38,749.50	7.2%
410 34719		SCHOOL OF GOLF					
	-3,600.00	-3,600.00	LY \$89,771.55 0.00	0.00	0.00	-3,600.00	.0%
410 34733		MEMBERSHIPS					
	-134,642.00	-134,642.00	-82,110.90	-3,339.75	0.00	-52,531.10	61.0%
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-13,949.21	-549.67	0.00	-8,342.79	62.6%
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-230.00	-230.00	0.00	230.00	100.0%
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-55,002.00	-18,334.00	0.00	-164,998.00	25.0%
410 38910		CASH BALANCE FORWARD					
	1,001,163.00	1,001,163.00	0.00	0.00	0.00	1,001,163.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	219.00	73.00	0.00	659.00	24.9%
410 53100		PROFESSIONAL SERVICES					
	0.00	0.00	2,722.51	0.00	-2,722.51	0.00	.0%
410 53200		AUDITING					
	6,795.00	6,795.00	1,698.00	566.00	0.00	5,097.00	25.0%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	161,331.29	54,530.77	0.00	487,412.71	24.9%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	810.32	750.00	0.00	5,957.68	12.0%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	212.90	55.62	0.00	987.10	17.7%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	70.00	0.00	0.00	2,450.00	2.8%
410 54103		COMMUNICATIONS-INTERNET					
	7,900.00	7,900.00	1,166.67	409.51	0.00	6,733.33	14.8%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54200		POSTAGE					
	600.00	600.00	225.54	46.97	0.00	374.46	37.6%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	16,364.94	5,446.41	0.00	47,835.06	25.5%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	3,578.78	795.49	0.00	5,471.22	39.5%
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	1,688.12	568.76	0.00	5,871.88	22.3%
410 54500		INSURANCE					
	71,400.00	71,400.00	21,309.64	7,103.22	0.00	50,090.36	29.8%
410 54610		R/M BLDG & GROUNDS					
	1,200.00	1,200.00	650.00	0.00	0.00	550.00	54.2%
410 54620		R/M EQUIPMENT					
	49,200.00	49,200.00	17,293.35	11,270.89	0.00	31,906.65	35.1%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	6,729.67	2,125.03	0.00	25,445.33	20.9%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	559.25	241.16	0.00	1,396.75	28.6%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	47,603.54	2,669.14	0.00	127,004.46	27.3%
410 55210		UNIFORMS					
	7,200.00	7,200.00	1,344.74	147.12	0.00	5,855.26	18.7%
410 55230		GAS/OIL					
	30,600.00	30,600.00	6,670.16	2,489.69	0.00	23,929.84	21.8%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	455.00	-145.00	0.00	7,445.00	5.8%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	7,327.12	2,060.17	0.00	38,770.88	15.9%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	37,239.12	12,392.41	0.00	104,297.88	26.3%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	24,207.97	8,949.90	0.00	90,014.03	21.2%
410 56200		BUILDING					
	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
410 56300		IMPROVEMENTS					
	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
410 57100		PRINCIPAL					
	175,722.00	175,722.00	0.00	0.00	0.00	175,722.00	.0%
410 57200		INTEREST					
	7,301.00	7,301.00	450.01	1,075.50	0.00	6,850.99	6.2%
410 59990		RESERVE					
	-1,168,555.00	-1,168,555.00	0.00	0.00	0.00	-1,168,555.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GOLF	0.00	0.00	-47,207.00	14,448.82	-2,722.51	49,929.51	100.0%
TOTAL REVENUES	-608,779.00	-608,779.00	-409,134.64	-99,172.94	0.00	-199,644.36	
TOTAL EXPENSES	608,779.00	608,779.00	361,927.64	113,621.76	-2,722.51	249,573.87	
GRAND TOTAL	0.00	0.00	-47,207.00	14,448.82	-2,722.51	49,929.51	100.0%
** END OF REPORT - Generated by Susan Carless **							

Golf	Budget	Nov YTD		
Pro Shop Sales	74,352.00	13,478.37		
Cost of Good Sold	<u>46,098.00</u>	<u>7,327.12</u>		
Profit/(Loss)	28,254.00	61.3%	6,151.25	84.0%
F&B Sales	327,822.00	87,600.47		
Cost of Good Sold	<u>255,759.00</u>	<u>61,447.09</u>		
Profit/(Loss)	72,063.00	28.2%	26,153.38	42.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-2,143,000.00	-2,143,000.00	-19,305.00	-3,712.50	0.00	-2,123,695.00	.9%
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-10,887.00	-5,047.50	0.00	-494,613.00	2.2%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-310.00	0.00	0.00	310.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-570.00	-150.00	0.00	570.00	100.0%
420 34970		FUEL SALES					
	-24,800.00	-24,800.00	-4,878.16	-1,269.84	0.00	-19,921.84	19.7%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-19,326.45	-6,442.15	0.00	-50,470.55	27.7%
420 34972		BUILDING LEASE					
	0.00	0.00	-1,299.99	-433.33	0.00	1,299.99	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-49,839.73	-14,038.33	0.00	-156,120.27	24.2%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-8,604.74	-3,163.86	0.00	-28,500.26	23.2%
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-66,519.61	-21,906.42	0.00	-227,187.39	22.6%
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-4,497.46	0.00	0.00	-62,519.54	6.7%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-14,600.83	-4,497.46	0.00	-35,665.17	29.0%
420 36110		INTEREST					
	0.00	0.00	-1,199.88	-495.52	0.00	1,199.88	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-4,100.00	-1,215.00	0.00	-108,550.00	3.6%
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	0.00	0.00	0.00	-2,004.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-229.82	-229.82	0.00	229.82	100.0%
420 38910		CASH BALANCE FORWARD					
	-173,581.00	-173,581.00	0.00	0.00	0.00	-173,581.00	.0%
420 51200		SALARIES					
	128,570.00	128,570.00	26,794.44	10,005.40	0.00	101,775.56	20.8%
420 51350		PART-TIME					
	15,809.00	15,809.00	0.00	0.00	0.00	15,809.00	.0%
420 52100		FICA					
	11,045.00	11,045.00	1,843.75	688.48	0.00	9,201.25	16.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52200		RETIREMENT					
	30,806.00	30,806.00	6,419.96	2,397.30	0.00	24,386.04	20.8%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	7,431.98	2,479.02	0.00	22,255.02	25.0%
420 52301		LIFE INSUR					
	713.00	713.00	182.36	61.57	0.00	530.64	25.6%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	438.00	146.00	0.00	1,318.00	24.9%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	789.00	263.00	0.00	2,361.00	25.0%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	8,500.00	7,750.00	7,750.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	1,698.00	566.00	0.00	5,097.00	25.0%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	7,796.07	3,847.60	-185.00	47,178.93	13.9%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	17.51	0.00	0.00	2,982.49	.6%
420 54100		COMM - PHONE/FAX/ALARM					
	2,203.00	2,203.00	340.44	166.86	0.00	1,862.56	15.5%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	326.55	102.96	0.00	1,673.45	16.3%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	556.50	185.50	0.00	5,193.50	9.7%
420 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
420 54300		UTILITIES ELECTRIC					
	42,000.00	42,000.00	5,739.51	2,681.64	0.00	36,260.49	13.7%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	1,525.04	748.49	0.00	11,874.96	11.4%
420 54500		INSURANCE					
	42,349.00	42,349.00	10,587.00	3,529.00	0.00	31,762.00	25.0%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	94,000.00	16,981.04	12,436.30	-1,000.00	78,018.96	17.0%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
420 54630		R/M VEHICLES-LABOR					
	4,600.00	4,600.00	1,342.50	65.00	0.00	3,257.50	29.2%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	5,000.00	1,050.93	277.93	0.00	3,949.07	21.0%
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%
420 54800		PROMOTIONAL					
	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
420 54910		BILLING COSTS					
	7,300.00	7,300.00	1,824.00	608.00	0.00	5,476.00	25.0%
420 55100		OFFICE SUPPLIES					
	7,300.00	5,907.00	373.50	51.71	0.00	5,533.50	6.3%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	0.00	0.00	0.00	2,285.00	.0%
420 55210		UNIFORMS					
	400.00	400.00	0.00	0.00	0.00	400.00	.0%
420 55230		GAS/OIL					
	5,000.00	5,000.00	671.25	180.71	0.00	4,328.75	13.4%
420 55400		BOOKS/SUBS/DUES					
	525.00	525.00	330.00	0.00	0.00	195.00	62.9%
420 56300		IMPROVEMENTS					
	2,860,250.00	2,965,585.00	125,848.78	24,914.93	-116,785.00	2,956,521.22	.3%
420 56400		MACH/EQUIP					
	30,000.00	30,000.00	0.00	0.00	29,573.60	426.40	98.6%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	2,393.00	2,393.00	2,393.00	0.00	0.00	100.0%
420 57100		PRINCIPAL					
	79,000.00	79,000.00	0.00	0.00	0.00	79,000.00	.0%
420 57200		INTEREST					
	35,005.00	35,005.00	0.00	0.00	0.00	35,005.00	.0%
420 59990		RESERVE					
	131,242.00	25,907.00	0.00	0.00	0.00	25,907.00	.0%
TOTAL AIRPORT	0.00	0.00	25,632.44	13,944.67	-80,646.40	55,013.96	100.0%
		TOTAL REVENUES					
	-3,685,387.00	-3,685,387.00	-206,168.67	-62,601.73	0.00	-3,479,218.33	
		TOTAL EXPENSES					
	3,685,387.00	3,685,387.00	231,801.11	76,546.40	-80,646.40	3,534,232.29	
		GRAND TOTAL					
	0.00	0.00	25,632.44	13,944.67	-80,646.40	55,013.96	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
	-2,520,960.00	-2,520,960.00	-657,607.59	-225,838.97	0.00	-1,863,352.41	26.1%
440 36110		INTEREST					
	0.00	0.00	-738.13	-276.25	0.00	738.13	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-3,726.53	-1,937.64	0.00	-15,273.47	19.6%
440 38910		CASH BALANCE FORWARD					
	-102,008.00	-102,008.00	0.00	0.00	0.00	-102,008.00	.0%
440 53200		AUDITING					
	6,795.00	6,795.00	1,698.00	566.00	0.00	5,097.00	25.0%
440 53400		CONTRACTUAL					
	125,000.00	125,000.00	4,558.74	2,036.62	0.00	120,441.26	3.6%
440 53440		SANITATION SERVICES EXPENSE					
	2,291,553.00	2,291,553.00	364,538.62	364,538.62	0.00	1,927,014.38	15.9%
440 53444		RECYCLING SERVICES					
	20,000.00	20,000.00	5,001.00	1,667.00	0.00	14,999.00	25.0%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	23,001.00	7,667.00	0.00	68,999.00	25.0%
440 55200		OPERATING SUPPLIES					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 56401		NON CAP EQUIP					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	9,000.00	3,000.00	0.00	27,000.00	25.0%
440 59990		RESERVE					
	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION							
	0.00	0.00	-254,274.89	151,422.38	0.00	254,274.89	100.0%
TOTAL REVENUES							
	-2,641,968.00	-2,641,968.00	-662,072.25	-228,052.86	0.00	-1,979,895.75	
TOTAL EXPENSES							
	2,641,968.00	2,641,968.00	407,797.36	379,475.24	0.00	2,234,170.64	
GRAND TOTAL							
	0.00	0.00	-254,274.89	151,422.38	0.00	254,274.89	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$1,049,131.00				
450 34345		WASTEWATER CHARGES					
	-6,005,917.00	-6,005,917.00	-1,479,130.81	-503,601.57	0.00	-4,526,786.19	24.6%
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-10,304.00	-4,636.80	0.00	-24,696.00	29.4%
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-6,250.00	-1,000.00	0.00	-25,000.00	20.0%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-7,657.15	-3,314.65	0.00	2,657.15	153.1%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-31,813.62	-11,182.45	0.00	-58,186.38	35.3%
450 36120		UNREALIZED GAIN					
	0.00	0.00	296.07	335.58	0.00	-296.07	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-202.50	0.00	0.00	202.50	100.0%
450 38910		CASH BALANCE FORWARD					
	-6,017,119.00	-6,017,119.00	0.00	0.00	0.00	-6,017,119.00	.0%
450 51200		SALARIES					
	568,299.00	568,299.00	116,165.24	43,476.62	0.00	452,133.76	20.4%
450 51350		PART-TIME					
	31,948.00	31,948.00	4,284.91	2,241.47	0.00	27,663.09	13.4%
450 51400		OVERTIME					
	100,000.00	100,000.00	24,019.75	9,101.76	0.00	75,980.25	24.0%
450 52100		FICA					
	53,569.00	53,569.00	10,306.27	3,965.22	0.00	43,262.73	19.2%
450 52200		RETIREMENT					
	139,656.00	139,656.00	31,132.72	11,788.24	0.00	108,523.28	22.3%
450 52300		HEALTH INSUR					
	168,423.00	168,423.00	41,443.40	13,657.29	0.00	126,979.60	24.6%
450 52301		LIFE INSUR					
	3,158.00	3,158.00	792.56	264.62	0.00	2,365.44	25.1%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	3,840.00	1,280.00	0.00	11,521.00	25.0%
450 52400		WORKERS' COMP					
	20,189.00	20,189.00	5,046.00	1,682.00	0.00	15,143.00	25.0%
450 53200		AUDITING					
	14,345.00	14,345.00	3,585.00	1,195.00	0.00	10,760.00	25.0%
450 53400		CONTRACTUAL					
	251,098.00	251,098.00	31,071.10	14,809.85	0.00	220,026.90	12.4%
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	2,745.00	0.00	0.00	13,630.00	16.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	3,555.00	3,555.00	150.84	74.16	0.00	3,404.16	4.2%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	492.42	324.56	0.00	1,907.58	20.5%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	857.41	465.83	0.00	777.59	52.4%
450 54200		POSTAGE					
	3,000.00	3,000.00	97.96	30.37	0.00	2,902.04	3.3%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	41,630.39	14,578.74	0.00	148,369.61	21.9%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	5,311.70	3,294.63	0.00	25,975.30	17.0%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	71,388.00	71,388.00	17,847.00	5,949.00	0.00	53,541.00	25.0%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	1,154.61	0.00	0.00	18,845.39	5.8%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	22,726.86	19,431.26	0.00	87,273.14	20.7%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	1,815.00	567.50	0.00	25,185.00	6.7%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	6,642.62	4,196.76	0.00	33,357.38	16.6%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	50,001.00	16,667.00	0.00	149,999.00	25.0%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	56,250.00	18,750.00	0.00	168,750.00	25.0%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	18,096.36	11,031.50	0.00	180,023.64	9.1%
450 55210		UNIFORMS					
	10,525.00	10,525.00	2,976.56	382.99	0.00	7,548.44	28.3%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	374.00	374.00	0.00	1,126.00	24.9%
450 55230		GAS/OIL					
	30,000.00	30,000.00	5,394.52	1,565.78	0.00	24,605.48	18.0%
450 55240		CHEMICALS					
	70,000.00	70,000.00	15,309.08	6,104.04	0.00	54,690.92	21.9%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,244.97	1,244.97	0.00	6,755.03	15.6%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	485.50	199.25	0.00	1,414.50	25.6%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 56300		IMPROVEMENTS					
	940,000.00	940,000.00	105,628.18	8,650.93	144,329.96	690,041.86	26.6%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	0.00	0.00	6,600.00	153,400.00	4.1%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	2,221.00	2,221.00	0.00	21,279.00	9.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	90,000.00	30,000.00	0.00	270,000.00	25.0%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	104,658.00	34,886.00	0.00	313,971.00	25.0%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	375,000.00	125,000.00	0.00	1,125,000.00	25.0%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	150,000.00	50,000.00	0.00	450,000.00	25.0%
450 59990		RESERVE					
	5,545,526.00	5,545,526.00	0.00	0.00	0.00	5,545,526.00	.0%
TOTAL WASTEWATER	0.00	0.00	-184,264.08	-63,947.55	150,929.96	33,334.12	100.0%
	TOTAL REVENUES						
	-12,184,286.00	-12,184,286.00	-1,535,062.01	-523,399.89	0.00	-10,649,223.99	
	TOTAL EXPENSES						
	12,184,286.00	12,184,286.00	1,350,797.93	459,452.34	150,929.96	10,682,558.11	
	GRAND TOTAL						
	0.00	0.00	-184,264.08	-63,947.55	150,929.96	33,334.12	100.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER						
		LY \$830,262.55				
460 34346	WATER CHARGES					
-4,233,544.00	-4,233,544.00	-1,049,830.20	-338,960.85	0.00	-3,183,713.80	24.8%
460 34610	WATER TAP CHARGES					
-53,560.00	-53,560.00	-7,250.00	-1,000.00	0.00	-46,310.00	13.5%
460 34620	WATER METER INSTALLATION FEES					
-37,801.00	-37,801.00	-4,749.64	-753.44	0.00	-33,051.36	12.6%
460 34621	WATER NONPAY RECONNECT FEE					
-30,000.00	-30,000.00	-21,186.35	-4,810.00	0.00	-8,813.65	70.6%
460 34910	MISCELLANEOUS FEES					
-10,712.00	-10,712.00	-1,900.00	2,214.65	0.00	-8,812.00	17.7%
460 36110	INTEREST					
-79,745.00	-79,745.00	-11,238.89	-5,053.12	0.00	-68,506.11	14.1%
460 36120	UNREALIZED GAIN					
0.00	0.00	305.02	345.74	0.00	-305.02	100.0%
460 36323	EXTENSION CHARGES					
-24,720.00	-24,720.00	-625.00	0.00	0.00	-24,095.00	2.5%
460 36992	GAIN ON SALE OF ASSET					
0.00	0.00	-455.00	0.00	0.00	455.00	100.0%
460 36995	LATE FEES					
-16,322.00	-16,322.00	-6,759.17	-2,117.52	0.00	-9,562.83	41.4%
460 38145	FROM WASTEWATER					
-600,000.00	-600,000.00	-150,000.00	-50,000.00	0.00	-450,000.00	25.0%
460 38910	CASH BALANCE FORWARD					
-5,182,226.00	-5,182,226.00	0.00	0.00	0.00	-5,182,226.00	.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					
509,731.00	509,731.00	93,440.54	36,189.04	0.00	416,290.46	18.3%
460 51400	OVERTIME					
105,000.00	105,000.00	27,123.96	12,115.39	0.00	77,876.04	25.8%
460 52100	FICA					
47,027.00	47,027.00	8,846.70	3,616.43	0.00	38,180.30	18.8%
460 52200	RETIREMENT					
122,316.00	122,316.00	25,239.57	9,485.91	0.00	97,076.43	20.6%
460 52300	HEALTH INSUR					
134,776.00	134,776.00	28,659.33	9,988.50	0.00	106,116.67	21.3%
460 52301	LIFE INSUR					
2,744.00	2,744.00	591.19	205.81	0.00	2,152.81	21.5%
460 52350	OPEB COSTS					
14,483.00	14,483.00	3,621.00	1,207.00	0.00	10,862.00	25.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	5,985.00	1,995.00	0.00	17,957.00	25.0%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	-30.45	0.00	0.00	30.45	100.0%
460 53200		AUDITING					
	9,815.00	9,815.00	2,454.00	818.00	0.00	7,361.00	25.0%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	18,954.53	5,125.25	0.00	131,025.47	12.6%
460 54000		TRAINING/TRAVEL					
	12,120.00	12,120.00	2,425.45	680.00	0.00	9,694.55	20.0%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	196.60	96.20	0.00	1,918.40	9.3%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	916.04	572.11	0.00	4,083.96	18.3%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	673.32	136.92	0.00	4,576.68	12.8%
460 54200		POSTAGE					
	1,825.00	1,825.00	30.05	0.00	0.00	1,794.95	1.6%
460 54300		UTILITIES ELECTRIC					
	275,000.00	275,000.00	47,332.48	18,955.99	0.00	227,667.52	17.2%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	140.36	70.18	0.00	859.64	14.0%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	3,716.33	1,534.39	0.00	21,283.67	14.9%
460 54500		INSURANCE					
	30,315.00	30,315.00	7,578.00	2,526.00	0.00	22,737.00	25.0%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	437.26	111.15	0.00	2,562.74	14.6%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	1,472.82	779.91	8,370.00	220,157.18	4.3%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	3,408.75	1,248.75	0.00	10,591.25	24.3%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	20,000.00	3,906.74	2,776.60	0.00	16,093.26	19.5%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	1,000.00	0.00	0.00	9,000.00	10.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	50,001.00	16,667.00	0.00	149,999.00	25.0%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	56,250.00	18,750.00	0.00	168,750.00	25.0%
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	20,992.69	8,430.64	0.00	140,427.31	13.0%
460 55210		UNIFORMS					
	9,900.00	9,900.00	3,365.82	234.72	0.00	6,534.18	34.0%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	0.00	0.00	0.00	450.00	.0%
460 55230		GAS/OIL					
	35,000.00	35,000.00	7,632.11	2,419.84	0.00	27,367.89	21.8%
460 55240		CHEMICALS					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,244.97	1,244.97	0.00	6,755.03	15.6%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	774.25	199.25	0.00	5,365.75	12.6%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	275,404.60	168,902.25	965,338.80	129,256.60	90.6%
460 56400		MACH/EQUIP					
	37,000.00	37,000.00	0.00	0.00	32,422.10	4,577.90	87.6%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	25,000.00	0.00	0.00	4,692.00	20,308.00	18.8%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	45,000.00	15,000.00	0.00	135,000.00	25.0%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	373,869.00	124,623.00	0.00	1,121,602.00	25.0%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,728,810.00	4,728,810.00	0.00	0.00	0.00	4,728,810.00	.0%
TOTAL WATER	0.00	0.00	-131,035.22	66,571.66	1,010,822.90	-879,787.68	100.0%
		TOTAL REVENUES					
	-10,468,630.00	-10,468,630.00	-1,253,689.23	-400,134.54	0.00	-9,214,940.77	
		TOTAL EXPENSES					
	10,468,630.00	10,468,630.00	1,122,654.01	466,706.20	1,010,822.90	8,335,153.09	
		GRAND TOTAL					
	0.00	0.00	-131,035.22	66,571.66	1,010,822.90	-879,787.68	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					
	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%
470 33400		STATE GRANT					
	-231,197.00	-231,197.00	-51,509.75	2,221.48	0.00	-179,687.25	22.3%
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	0.00	LY \$152,054.99 0.00	0.00	-412,945.00	.0%
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-220,362.60	-75,870.00	0.00	-604,637.40	26.7%
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	-3,779.95	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-161.40	-49.12	0.00	161.40	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-25,000.00	0.00	0.00	25,000.00	100.0%
470 38410		LOAN PROCEEDS					
	-235,000.00	-235,000.00	-228,508.00	0.00	0.00	-6,492.00	97.2%
470 38910		CASH BALANCE FORWARD					
	-365,173.00	-365,173.00	0.00	0.00	0.00	-365,173.00	.0%
470 51200		SALARIES					
	284,591.00	284,591.00	60,438.22	23,306.25	0.00	224,152.78	21.2%
470 51400		OVERTIME					
	13,000.00	13,000.00	531.75	24.40	0.00	12,468.25	4.1%
470 52100		FICA					
	22,766.00	22,766.00	4,382.29	1,696.45	0.00	18,383.71	19.2%
470 52200		RETIREMENT					
	68,188.00	68,188.00	14,608.38	5,590.02	0.00	53,579.62	21.4%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	16,362.04	6,040.05	0.00	56,118.96	22.6%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	368.61	134.89	0.00	1,207.39	23.4%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	549.00	183.00	0.00	1,645.00	25.0%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	3,867.00	1,289.00	0.00	11,601.00	25.0%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	3,651.55	1,272.50	0.00	71,348.45	4.9%
470 53200		AUDITING					
	6,040.00	6,040.00	1,509.00	503.00	0.00	4,531.00	25.0%
470 53400		CONTRACTUAL					
	209,238.00	209,238.00	16,708.07	255.34	0.00	192,529.93	8.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	6,583.00	6,583.00	1,594.81	1,234.71	0.00	4,988.19	24.2%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	593.15	204.01	0.00	1,906.85	23.7%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	171.42	57.14	0.00	1,463.58	10.5%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	975.73	269.13	0.00	2,624.27	27.1%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	600.00	222.74	79.22	0.00	377.26	37.1%
470 54500		INSURANCE					
	847.00	847.00	213.00	71.00	0.00	634.00	25.1%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	2,537.50	427.50	0.00	5,962.50	29.9%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	4,909.71	408.69	0.00	7,090.29	40.9%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
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	8,751.00	2,917.00	0.00	26,249.00	25.0%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 55200		OPERATING SUPPLIES					
	135,060.00	135,060.00	7,980.99	3,065.32	5,362.60	121,716.41	9.9%
470 55210		UNIFORMS					
	3,300.00	3,300.00	2,575.65	66.00	0.00	724.35	78.1%
470 55230		GAS/OIL					
	15,000.00	15,000.00	2,433.93	753.21	0.00	12,566.07	16.2%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	500.00	0.00	0.00	410.00	54.9%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	83,778.50	575.00	248,345.25	877,171.25	27.5%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	253,508.00	0.00	0.00	-18,508.00	107.9%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56401		EQUIP-NON CAPITAL					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
470 57100		PRINCIPAL					
	44,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%
470 57200		INTEREST					
	0.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
470 59990		RESERVE					
	-52,520.00	-52,520.00	0.00	0.00	0.00	-52,520.00	.0%
TOTAL STORMWATER	0.00	0.00	-35,599.66	-27,054.76	253,707.85	-218,108.19	100.0%
		TOTAL REVENUES					
	-2,453,118.00	-2,453,118.00	-529,321.70	-77,477.59	0.00	-1,923,796.30	
		TOTAL EXPENSES					
	2,453,118.00	2,453,118.00	493,722.04	50,422.83	253,707.85	1,705,688.11	
GRAND TOTAL	0.00	0.00	-35,599.66	-27,054.76	253,707.85	-218,108.19	100.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA						
480 33120	FEMA GRANT					
-7,047,971.00	-7,047,971.00	0.00	0.00	0.00	-7,047,971.00	.0%
480 33400	STATE GRANT					
-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
480 33420	FEMA STATE					
-1,174,662.00	-1,174,662.00	0.00	0.00	0.00	-1,174,662.00	.0%
480 34750	SLIP RENTALS - PERMANENT					
-190,550.00	-190,550.00	-18,559.50	-6,186.50	0.00	-171,990.50	9.7%
480 34755	SLIP RENTALS - TRANSIENT					
-433,350.00	-433,350.00	-180.00	-60.00	0.00	-433,170.00	.0%
480 34757	SLIP RENTALS - NON-TAXABLE					
-31,850.00	-31,850.00	0.00	0.00	0.00	-31,850.00	.0%
480 34760	BUSINESS RENTALS					
-25,000.00	-25,000.00	-6,269.04	-2,089.68	0.00	-18,730.96	25.1%
480 34762	MOORINGS-TAXABLE					
-26,665.00	-26,665.00	0.00	0.00	0.00	-26,665.00	.0%
480 34766	SERVICES-NON TAXABLE					
-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
480 34767	SERVICES-TAXABLE					
-1,200.00	-1,200.00	0.00	0.00	0.00	-1,200.00	.0%
480 34770	FUEL-DIESEL					
-740,000.00	-740,000.00	0.00	0.00	0.00	-740,000.00	.0%
480 34771	FUEL-GAS					
-179,000.00	-179,000.00	0.00	0.00	0.00	-179,000.00	.0%
480 34773	FUEL-DIESEL NON-TAXABLE					
-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
480 34775	FUEL-DISCOUNTS DIESEL					
7,335.00	7,335.00	0.00	0.00	0.00	7,335.00	.0%
480 34776	FUEL-DISCOUNTS GAS					
665.00	665.00	0.00	0.00	0.00	665.00	.0%
480 36215	NON-TAXABLE RENT					
0.00	0.00	-2,299.80	-766.60	0.00	2,299.80	100.0%
480 36990	OTHER REVENUE					
-600.00	-600.00	-18.22	0.00	0.00	-581.78	3.0%
480 38101	FROM GENERAL FUND					
-300,000.00	-300,000.00	-75,000.00	-25,000.00	0.00	-225,000.00	25.0%
480 38410	LOAN PROCEEDS					
-7,321,100.00	-7,321,100.00	-1,147,800.00	-719,800.00	0.00	-6,173,300.00	15.7%
480 38910	CASH BALANCE FORWARD					
1,104,719.00	1,104,719.00	0.00	0.00	0.00	1,104,719.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 51300		SEASONAL/TEMPORARY					
	80,000.00	80,000.00	23,809.30	8,888.80	0.00	56,190.70	29.8%
480 52100		FICA					
	6,150.00	6,150.00	1,831.67	683.82	0.00	4,318.33	29.8%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	462.00	154.00	0.00	1,388.00	25.0%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	2,954.81	0.00	-2,722.51	19,767.70	1.2%
480 53200		AUDITING					
	6,795.00	6,795.00	1,698.00	566.00	0.00	5,097.00	25.0%
480 53400		CONTRACTUAL					
	492,198.00	492,198.00	79,970.79	30,158.58	0.00	412,227.21	16.2%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	3,675.00	3,675.00	558.11	277.15	0.00	3,116.89	15.2%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	415.41	140.75	0.00	2,364.59	14.9%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	3,833.26	174.42	0.00	7,066.74	35.2%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	4,040.76	1,353.75	0.00	37,184.24	9.8%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	2,986.55	1,033.49	0.00	27,038.45	9.9%
480 54400		RENTALS/LEASES					
	3,024.00	3,024.00	0.00	0.00	0.00	3,024.00	.0%
480 54500		INSURANCE					
	65,338.00	65,338.00	16,335.00	5,445.00	0.00	49,003.00	25.0%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	44,500.00	4,496.46	1,922.05	0.00	40,003.54	10.1%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	4,946.16	4,109.11	0.00	2,803.84	63.8%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	0.00	0.00	0.00	23,600.00	.0%
480 54700		PRINTING					
	3,300.00	3,300.00	48.00	48.00	0.00	3,252.00	1.5%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100		OFFICE SUPPLIES					
	6,800.00	6,800.00	698.57	364.04	0.00	6,101.43	10.3%
480 55200		OPERATING SUPPLIES					
	59,185.00	56,085.00	2,590.06	359.39	0.00	53,494.94	4.6%
480 55210		UNIFORMS					
	1,600.00	1,600.00	120.00	75.00	0.00	1,480.00	7.5%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55220		JANITORIAL SUPPLIES					
	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	.0%
480 55230		GAS/OIL					
	1,750.00	1,750.00	100.00	0.00	0.00	1,650.00	5.7%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	0.00	0.00	0.00	825.00	.0%
480 55510		FUEL FOR RESALE					
	710,000.00	710,000.00	0.00	0.00	0.00	710,000.00	.0%
480 56200		BUILDING					
	6,540,365.00	6,540,365.00	1,076,020.50	766,538.25	-1,016,711.03	6,481,055.53	.9%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	736,693.47	487,389.88	-712,348.58	2,355,655.11	1.0%
480 56328		DREDGING-MARINA					
	0.00	0.00	0.00	0.00	-84,205.60	84,205.60	100.0%
480 56400		MACH/EQUIP					
	0.00	3,100.00	0.00	0.00	0.00	3,100.00	.0%
480 57100		PRINCIPAL					
	8,720,557.00	8,720,557.00	0.00	0.00	0.00	8,720,557.00	.0%
480 57200		INTEREST					
	481,482.00	481,482.00	19,040.00	5,990.00	0.00	462,442.00	4.0%
480 59990		RESERVE					
	-3,188,195.00	-3,188,195.00	0.00	0.00	0.00	-3,188,195.00	.0%
TOTAL MARINA	0.00	0.00	733,522.32	561,768.70	-1,815,987.72	1,082,465.40	100.0%
	TOTAL REVENUES						
	-16,564,329.00	-16,564,329.00	-1,250,126.56	-753,902.78	0.00	-15,314,202.44	
	TOTAL EXPENSES						
	16,564,329.00	16,564,329.00	1,983,648.88	1,315,671.48	-1,815,987.72	16,396,667.84	
	GRAND TOTAL						
	0.00	0.00	733,522.32	561,768.70	-1,815,987.72	1,082,465.40	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-9,000.00	-9,000.00	-622.50	-600.00	0.00	-8,377.50	6.9%
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-12,700.00	-10,700.00	0.00	-32,300.00	28.2%
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-370.20	0.00	0.00	-1,629.80	18.5%
510 38040		PARTS					
	0.00	0.00	7.67	7.67	0.00	-7.67	100.0%
510 38045		LABOR					
	0.00	0.00	-292.50	-65.00	0.00	292.50	100.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
510 38048		HUMANE SOCIETY-LABOR					
	-600.00	-600.00	0.00	0.00	0.00	-600.00	.0%
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-922.87	-223.50	0.00	-2,077.13	30.8%
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-68,916.64	-22,717.58	0.00	-293,083.36	19.0%
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-5,001.00	-1,667.00	0.00	-14,999.00	25.0%
510 38910		CASH BALANCE FORWARD					
	43,889.00	43,889.00	0.00	0.00	0.00	43,889.00	.0%
TOTAL FLEET							
	-398,211.00	-398,211.00	-88,818.04	-35,965.41	0.00	-309,392.96	22.3%
TOTAL REVENUES							
	-398,211.00	-398,211.00	-88,818.04	-35,965.41	0.00	-309,392.96	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-56,077.64	-18,426.41	0.00	-212,172.36	20.9%
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-39,600.00	-13,200.00	0.00	-119,500.00	24.9%
TOTAL GENERAL FUND							
	-427,350.00	-427,350.00	-95,677.64	-31,626.41	0.00	-331,672.36	22.4%
TOTAL REVENUES							
	-427,350.00	-427,350.00	-95,677.64	-31,626.41	0.00	-331,672.36	

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5102400 FLEET BUILDING/PERMITTING							
5102400 38045	LABOR 0.00	0.00	-130.00	-32.50	0.00	130.00	100.0%
TOTAL FLEET BUILDING/PERMITTING		0.00	-130.00	-32.50	0.00	130.00	100.0%
TOTAL REVENUES		0.00	-130.00	-32.50	0.00	130.00	
5103900 CEMETERY							
5103900 38040	PARTS -1,500.00	-1,500.00	-238.10	-21.59	0.00	-1,261.90	15.9%
5103900 38045	LABOR -2,200.00	-2,200.00	-240.00	-65.00	0.00	-1,960.00	10.9%
TOTAL CEMETERY		-3,700.00	-478.10	-86.59	0.00	-3,221.90	12.9%
TOTAL REVENUES		-3,700.00	-478.10	-86.59	0.00	-3,221.90	
5104200 AIRPORT							
5104200 38040	PARTS -5,000.00	-5,000.00	-1,050.93	-277.93	0.00	-3,949.07	21.0%
5104200 38045	LABOR -4,600.00	-4,600.00	-1,342.50	-65.00	0.00	-3,257.50	29.2%
TOTAL AIRPORT		-9,600.00	-2,393.43	-342.93	0.00	-7,206.57	24.9%
TOTAL REVENUES		-9,600.00	-2,393.43	-342.93	0.00	-7,206.57	
5104500 WASTEWATER							
5104500 38040	PARTS -40,000.00	-40,000.00	-6,642.62	-4,196.76	0.00	-33,357.38	16.6%

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5104500 WASTEWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-1,815.00	-567.50	0.00	-25,185.00	6.7%
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-8,457.62	-4,764.26	0.00	-58,542.38	12.6%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-8,457.62	-4,764.26	0.00	-58,542.38	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-3,906.74	-2,776.60	0.00	-16,093.26	19.5%
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-3,408.75	-1,248.75	0.00	-10,591.25	24.3%
TOTAL WATER							
	-34,000.00	-34,000.00	-7,315.49	-4,025.35	0.00	-26,684.51	21.5%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-7,315.49	-4,025.35	0.00	-26,684.51	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-4,909.71	-408.69	0.00	-7,090.29	40.9%
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-2,537.50	-427.50	0.00	-5,962.50	29.9%
TOTAL STORMWATER							
	-20,500.00	-20,500.00	-7,447.21	-836.19	0.00	-13,052.79	36.3%
TOTAL REVENUES							
	-20,500.00	-20,500.00	-7,447.21	-836.19	0.00	-13,052.79	
GRAND TOTAL							
	-960,361.00	-960,361.00	-210,717.53	-77,679.64	0.00	-749,643.47	21.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	135,818.00	135,818.00	25,913.46	9,434.73	0.00	109,904.54	19.1%
510 51350		PART-TIME					
	29,108.00	29,108.00	5,808.55	2,067.03	0.00	23,299.45	20.0%
510 51400		OVERTIME					
	8,000.00	8,000.00	1,824.84	412.16	0.00	6,175.16	22.8%
510 52100		FICA					
	13,229.00	13,229.00	2,559.73	922.39	0.00	10,669.27	19.3%
510 52200		RETIREMENT					
	32,637.00	32,637.00	6,674.22	2,387.46	0.00	25,962.78	20.4%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	3,630.65	1,210.21	0.00	20,573.35	15.0%
510 52301		LIFE INSUR					
	708.00	708.00	123.37	41.12	0.00	584.63	17.4%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	1,458.00	486.00	0.00	4,378.00	25.0%
510 53200		AUDITING					
	2,265.00	2,265.00	567.00	189.00	0.00	1,698.00	25.0%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	10,902.21	510.87	0.00	8,679.79	55.7%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	125.00	0.00	0.00	3,325.00	3.6%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,150.00	1,150.00	240.71	108.66	0.00	909.29	20.9%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	336.24	112.08	0.00	1,298.76	20.6%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	827.39	202.70	0.00	3,172.61	20.7%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	484.80	152.36	0.00	1,615.20	23.1%
510 54500		INSURANCE					
	18,150.00	18,150.00	4,539.00	1,513.00	0.00	13,611.00	25.0%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,290.68	111.99	0.00	3,709.32	25.8%
510 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	7,206.05	5,242.57	0.00	293.95	96.1%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	315.00	65.00	0.00	2,185.00	12.6%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	1,095.28	797.65	0.00	2,404.72	31.3%
510 55100		OFFICE SUPPLIES					
	200.00	149.00	0.00	0.00	0.00	149.00	.0%
510 55200		OPERATING SUPPLIES					
	8,500.00	8,450.00	2,592.50	1,174.38	0.00	5,857.50	30.7%
510 55210		UNIFORMS					
	1,025.00	1,126.00	1,125.60	250.96	0.00	0.40	100.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	1,015.10	444.28	0.00	3,484.90	22.6%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
510 56400		MACH/EQUIP					
	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	.0%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
510 58600		GAS/OIL COSTS					
	320,000.00	320,000.00	59,827.55	21,058.57	0.00	260,172.45	18.7%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	62,942.06	22,760.59	0.00	244,057.94	20.5%
510 59990		RESERVE					
	-21,724.00	-21,724.00	0.00	0.00	0.00	-21,724.00	.0%
TOTAL FLEET							
	960,361.00	960,361.00	203,424.99	71,655.76	0.00	756,936.01	21.2%
TOTAL EXPENSES							
	960,361.00	960,361.00	203,424.99	71,655.76	0.00	756,936.01	
GRAND TOTAL							
	960,361.00	960,361.00	203,424.99	71,655.76	0.00	756,936.01	21.2%

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Revenues	(\$ 210,717.53)
Expenses	<u>203,424.99</u>
Net (Rev)Exp	(\$ 7,292.54)

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-6,603.55	-2,300.00	0.00	-25,396.45	20.6%
520 36110		INTEREST					
	0.00	0.00	-138.42	-55.15	0.00	138.42	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-10.00	0.00	0.00	10.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-3,183.00	-3,183.00	0.00	0.00	0.00	-3,183.00	.0%
TOTAL UTILITY BILLING	-35,183.00	-35,183.00	-6,751.97	-2,355.15	0.00	-28,431.03	19.2%
		TOTAL REVENUES					
	-35,183.00	-35,183.00	-6,751.97	-2,355.15	0.00	-28,431.03	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-1,824.00	-608.00	0.00	-5,476.00	25.0%
TOTAL AIRPORT	-7,300.00	-7,300.00	-1,824.00	-608.00	0.00	-5,476.00	25.0%
		TOTAL REVENUES					
	-7,300.00	-7,300.00	-1,824.00	-608.00	0.00	-5,476.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-23,001.00	-7,667.00	0.00	-68,999.00	25.0%
TOTAL SANITATION	-92,000.00	-92,000.00	-23,001.00	-7,667.00	0.00	-68,999.00	25.0%
		TOTAL REVENUES					
	-92,000.00	-92,000.00	-23,001.00	-7,667.00	0.00	-68,999.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%



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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%
TOTAL REVENUES	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%
TOTAL WATER	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	25.0%
TOTAL REVENUES	-200,000.00	-200,000.00	-50,001.00	-16,667.00	0.00	-149,999.00	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-8,751.00	-2,917.00	0.00	-26,249.00	25.0%
TOTAL STORMWATER	-35,000.00	-35,000.00	-8,751.00	-2,917.00	0.00	-26,249.00	25.0%
TOTAL REVENUES	-35,000.00	-35,000.00	-8,751.00	-2,917.00	0.00	-26,249.00	
GRAND TOTAL	-569,483.00	-569,483.00	-140,329.97	-46,881.15	0.00	-429,153.03	24.6%

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

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	39,009.92	14,600.14	0.00	151,522.08	20.5%
520 51400		OVERTIME					
	2,000.00	2,000.00	708.21	335.99	0.00	1,291.79	35.4%
520 52100		FICA					
	14,729.00	14,729.00	2,946.65	1,104.96	0.00	11,782.35	20.0%
520 52200		RETIREMENT					
	45,652.00	45,652.00	9,516.46	3,578.69	0.00	36,135.54	20.8%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	9,598.92	3,237.40	0.00	29,250.08	24.7%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	267.73	90.24	0.00	808.27	24.9%
520 52400		WORKERS' COMP					
	439.00	439.00	111.00	37.00	0.00	328.00	25.3%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	17,886.90	505.23	0.00	15,146.10	54.1%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	164.84	71.85	0.00	2,905.16	5.4%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	75.84	37.08	0.00	786.16	8.8%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	336.24	112.08	0.00	1,298.76	20.6%
520 54200		POSTAGE					
	40,000.00	40,000.00	11,997.00	3,999.00	0.00	28,003.00	30.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	642.03	157.17	0.00	3,032.97	17.5%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	180.52	120.03	0.00	919.48	16.4%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,652.00	6,652.00	1,734.35	0.00	0.00	4,917.65	26.1%
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					
	3,332.00	3,332.00	172.01	0.00	0.00	3,159.99	5.2%
520 55200		OPERATING SUPPLIES					
	60,260.00	60,260.00	9,568.96	2,967.19	0.00	50,691.04	15.9%



FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	194.38	40.36	0.00	490.62	28.4%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	2,675.01	891.67	0.00	8,024.99	25.0%
520 59990		RESERVE					
	106,302.00	106,302.00	0.00	0.00	0.00	106,302.00	.0%
TOTAL UTILITY BILLING							
	569,483.00	569,483.00	107,786.97	31,886.08	0.00	461,696.03	18.9%
TOTAL EXPENSES							
	569,483.00	569,483.00	107,786.97	31,886.08	0.00	461,696.03	
GRAND TOTAL							
	569,483.00	569,483.00	107,786.97	31,886.08	0.00	461,696.03	18.9%

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

Revenues	(\$ 140,329.97)
Expenses	<u>107,786.97</u>
Net (Rev)Exp	(\$ 32,543.00)

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FOR 2020 03

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-112.55	-44.83	0.00	112.55 100.0%
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	-112.55	-44.83	0.00	-15,727.45 .7%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-112.55	-44.83	0.00	-15,727.45
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL WATER						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00 25.0%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-56,250.00	-18,750.00	0.00	-168,750.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-112,612.55	-37,544.83	0.00	-353,227.45 24.2%

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	43,697.30	16,323.21	0.00	206,324.70	17.5%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,563.56	764.52	0.00	936.44	62.5%
530 52100		FICA					
	19,318.00	19,318.00	3,220.36	1,225.88	0.00	16,097.64	16.7%
530 52200		RETIREMENT					
	59,905.00	59,905.00	10,844.50	4,094.21	0.00	49,060.50	18.1%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	10,114.05	3,371.35	0.00	44,496.95	18.5%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	300.33	100.58	0.00	1,085.67	21.7%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	2,070.00	690.00	0.00	6,210.00	25.0%
530 53400		CONTRACTUAL					
	3,455.00	3,455.00	1,098.07	460.81	0.00	2,356.93	31.8%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	464.20	464.20	0.00	4,785.80	8.8%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	37.92	18.54	0.00	741.08	4.9%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	370.36	266.00	0.00	1,629.64	18.5%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	342.99	114.33	0.00	1,292.01	21.0%
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	642.01	157.16	0.00	2,357.99	21.4%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	180.51	120.02	0.00	619.49	22.6%
530 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	6,785.00	6,785.00	272.24	0.00	0.00	6,512.76	4.0%
530 55210		UNIFORMS					
	1,800.00	1,800.00	174.99	0.00	0.00	1,625.01	9.7%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	194.36	40.35	0.00	3,805.64	4.9%



FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	10.49	-2.01	0.00	2,089.51	.5%
530 59990		RESERVE					
	30,214.00	30,214.00	0.00	0.00	0.00	30,214.00	.0%
TOTAL UTILITY ADMIN							
	465,840.00	465,840.00	75,598.24	28,209.15	0.00	390,241.76	16.2%
TOTAL EXPENSES							
	465,840.00	465,840.00	75,598.24	28,209.15	0.00	390,241.76	
GRAND TOTAL							
	465,840.00	465,840.00	75,598.24	28,209.15	0.00	390,241.76	16.2%

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

Revenues	(\$ 112,612.55)
Expenses	<u>75,598.24</u>
Net (Rev)Exp	(\$ 37,014.31)

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-425,000.00	-425,000.00	-42,763.82	-24,914.00	0.00	-382,236.18	10.1%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	0.00	0.00	0.00	-55,000.00	.0%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	-32,302.28	1,357.28	0.00	-1,367,697.72	2.3%
610 36840		CONTRIBUTIONS FROM CITY					
	-1,605,000.00	-1,605,000.00	0.00	0.00	0.00	-1,605,000.00	.0%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-45,552.83	-30,691.61	0.00	-304,447.17	13.0%
610 36990		OTHER REVENUE					
	0.00	0.00	1,291.05	1,253.13	0.00	-1,291.05	100.0%
610 38910		CASH BALANCE FORWARD					
	-23,758,006.00	-23,758,006.00	0.00	0.00	0.00	-23,758,006.00	.0%
610 53400		CONTRACTUAL					
	74,435.00	74,435.00	26,665.37	19,527.00	0.00	47,769.63	35.8%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	0.00	0.00	0.00	20,600.00	.0%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	2,892.62	0.00	0.00	32,872.38	8.1%
610 53600		RETIREE BENEFITS					
	1,712,000.00	1,712,000.00	274,806.28	147,040.22	0.00	1,437,193.72	16.1%
610 59990		RESERVE					
	25,810,206.00	25,810,206.00	0.00	0.00	0.00	25,810,206.00	.0%
TOTAL PENSION - GENERAL	0.00	0.00	185,036.39	113,572.02	0.00	-185,036.39	100.0%
		TOTAL REVENUES					
	-27,653,006.00	-27,653,006.00	-119,327.88	-52,995.20	0.00	-27,533,678.12	
		TOTAL EXPENSES					
	27,653,006.00	27,653,006.00	304,364.27	166,567.22	0.00	27,348,641.73	
		GRAND TOTAL					
	0.00	0.00	185,036.39	113,572.02	0.00	-185,036.39	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 03

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE						
620 31251	STATE/FIRE INSURANCE TAX					
-115,000.00	-115,000.00	-1,044.06	0.00	0.00	-113,955.94	.9%
620 31252	STATE/POLICE INSURANCE TAX					
-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110	INTEREST					
-450,000.00	-450,000.00	-60,891.26	-35,320.84	0.00	-389,108.74	13.5%
620 36120	UNREALIZED GAIN					
-55,000.00	-55,000.00	0.00	0.00	0.00	-55,000.00	.0%
620 36130	INCOME/LOSS/REALIZED G/L					
-70,000.00	-70,000.00	0.00	0.00	0.00	-70,000.00	.0%
620 36700	GAIN/LOSS ON INVESTMENT					
-1,800,000.00	-1,800,000.00	-43,333.16	218.77	0.00	-1,756,666.84	2.4%
620 36850	CONTRIBUTIONS FROM EMPLOYEES					
-315,000.00	-315,000.00	-42,603.93	-26,899.10	0.00	-272,396.07	13.5%
620 36990	OTHER REVENUE					
0.00	0.00	1,732.49	1,617.71	0.00	-1,732.49	100.0%
620 38910	CASH BALANCE FORWARD					
-27,833,370.00	-27,833,370.00	0.00	0.00	0.00	-27,833,370.00	.0%
TOTAL PENSION - POLICE/FIRE						
-30,748,370.00	-30,748,370.00	-146,139.92	-60,383.46	0.00	-30,602,230.08	.5%
TOTAL REVENUES						
-30,748,370.00	-30,748,370.00	-146,139.92	-60,383.46	0.00	-30,602,230.08	
6202100 POLICE						
6202100 36840	CONTRIBUTIONS FROM CITY					
-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
TOTAL POLICE						
-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
TOTAL REVENUES						
-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	
6202200 FIRE						
6202200 36840	CONTRIBUTIONS FROM CITY					
-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	.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						
-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	.0%
TOTAL REVENUES						
-590,000.00	-590,000.00	0.00	0.00	0.00	-590,000.00	
GRAND TOTAL						
-32,038,370.00	-32,038,370.00	-146,139.92	-60,383.46	0.00	-31,892,230.08	.5%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	79,700.00	79,700.00	8,888.50	765.00	0.00	70,811.50	11.2%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	0.00	0.00	0.00	21,630.00	.0%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	3,720.02	0.00	0.00	49,279.98	7.0%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	365,099.84	235,178.51	0.00	1,502,900.16	19.5%
620 59990		RESERVE					
	30,016,040.00	30,016,040.00	0.00	0.00	0.00	30,016,040.00	.0%
TOTAL PENSION - POLICE/FIRE							
	32,038,370.00	32,038,370.00	377,708.36	235,943.51	0.00	31,660,661.64	1.2%
TOTAL EXPENSES							
	32,038,370.00	32,038,370.00	377,708.36	235,943.51	0.00	31,660,661.64	
GRAND TOTAL							
	32,038,370.00	32,038,370.00	377,708.36	235,943.51	0.00	31,660,661.64	1.2%

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Workshop	November 5, 2019
City Commission Workshop	November 19, 2019
City Commission Regular Meeting	December 3, 2019
Conflict Assessment Meeting	January 7, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	1/7/2020
Dale L. Martin, City Manager	1/13/2020



Date: December 16, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, November 5, 2019 at 4:00 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.

4.1 PRESENTATION BY CITY BUILDING DEPARTMENT OF PROPOSED FLOODPLAIN ORDINANCE LANGUAGE AND CHANGES (DEL SCHWALLS): Schwalls Consulting LLC. President Mr. Del Schwalls provided a presentation and explained this Workshop will review the proposed ordinance language changes, review questions and answers received from constituents to date and open the floor to questions and answers from constituents.

Mr. Schwalls explained the structure floodproofing minimum requirements of the National Flood Insurance Program (NFIP) and the Federal Emergency Management Agency (FEMA) as it relates to the Community Rating System (CRS) program which affords City residents a reduction in their flood insurance rates based upon the City's level of participation in NFIP.

5.1 REVIEW QUESTIONS RECEIVED TO DATE FROM CONSTITUENTS REGARDING WORKSHOP TOPIC AND CORRESPONDING ANSWERS (DEL SCHWALLS): Mr. Schwalls reviewed questions and answers received from constituents to date and open the floor to questions and answers from constituents.

Rayonier Advanced Materials Assistant General Counsel Ms. Whitney McGuire explained Rayonier and Westrock will make a joint presentation and that the mills appreciate the City working to address certain issues in the originally proposed ordinance which would have prevented the mills from improving or modernizing their facilities in the future. Ms. McGuire stated the mills share the City's desire to ensure the health, welfare and safety of citizens during storm events.

Rayonier Advanced Materials Environmental Operations Manager David Rogers explained historical Amelia River levels from the 1800's to present and provided an overview of the mills' combined schedule of hurricane preparedness.

Rayonier Advanced Materials General Manager Mark Homans noted the mills are required to follow the federal standards outlined in the American Society of Civil Engineers (ASCE), American Society of Mechanical Engineers (ASME), American Petroleum Institute (API), Florida Building Code (FBC), Occupational Safety and Health Administration (OSHA), and the Department of Environmental Protection (DEP) to name a few.

Westrock Community Relations and Training Manager Eric Schmidt provided details related to the mills' requirements outlined in the following federal regulatory agencies: Resource Conservation Recovery Act (RCRA), Emergency Planning and the Community Right to Know (EPCRA), Process Safety Management (PSM), Spill Prevention Control and Countermeasures Rule (SPCC) and the Department of Homeland Security DHS) to name a few. Mr. Schmidt also provided information related to mill employees assisting municipalities across the state of Florida in the wake of catastrophic storm events.

Building Official Stephen Beckman and Mr. Schwalls requested Commission consensus to update the Land Development Code (LDC) language to mirror that of the proposed floodplain ordinance. First

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MINUTES

City Commission Workshop

November 5, 2019

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reading of the floodplain ordinance will occur in early December 2019. The Planning Advisory Board will review LDC changes about the same time as second reading of the floodplain ordinance occurs. ***The Commission agreed and gave verbal consensus as to the path forward.***

6. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:11pm.

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 November 19, 2019 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach.

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

4. DISCUSSION BANNING OF PLASTIC STRAWS:
City Attorney Bach explained local government is preempted by the state of Florida to ban plastic bags and Styrofoam however that does not include plastic straws.

Commissioner Lednovich noted this workshop is an opportunity for local input and to learn how a ban could impact local businesses.

Mayor Miller spoke to personal preferences at his place of business and starting the conversation to create dialogue and awareness noting that South Florida has implemented a straw ban.

5. PUBLIC COMMENT: The following individuals spoke to this item:

SUPPORTS PLASTIC STRAW BAN: Mr. Lynn Williams, 997 Egan's Creek Lane, is in favor of the ban and shared that a California restaurateur noted business has increased as the plastic straw ban is advertised which attracts eco-friendly patrons in addition to regular customers who are not necessarily concerned with the ban.

PLASTIC STRAW ALTERNATIVES: Ms. Linda Bell, 94196 Gull Point Place, of Keep Nassau Beautiful, commented a recent presentation she attended by a company who provides alternatives to plastic straws.

DOWNTOWN BUSINESS CONCERNS: Fernandina Beach Main Street Director Ms. Arlene Filkoff, 845 Tarpon Avenue, stated she solicited feedback from downtown businesses who would be affected by a ban. Several businesses tried paper straws and found they disintegrated and have switched to compostable straws however some businesses don't want to be told what they can and cannot do.

SUPPORTS PLASTIC STRAW BAN: Mr. Paul Lore, 2794 Long Boat Drive, is involved with a grassroots organization to ban single use plastic and is available as a citizen to participate in any City sponsored work groups to come up with ideas for conservation efforts.

Further discussion ensued regarding beach and island wide trash and brainstorming implementation steps to involve the community.

ADJOURNMENT: There being no further business to come before the Commission, the Workshop was adjourned at 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, December 3, 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 Pastor Dewayne Campbell of Elm Street Church of God.

4.1 PROCLAMATION - RAYONIER ADVANCED MATERIALS: Mayor Miller read the Proclamation in full recognizing the 80th Anniversary of Rayonier Advanced Materials. General Manager Mr. Mark Homans, Human Resources Manager Ms. Marjanna Garvin and Power Operator 2 and Steelworkers Local 395 President Mr. Wayne Peterson were present to accept the Proclamation.

4.2 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society *were not present* for the "City Commission Dog of the Month."

4.3 PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM: Fernandina Beach Main Street Director Ms. Arlene Filkoff provided a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Vitality, Organization, and Design).

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

SIMMONS ROAD PARK PLAN: Ms. Jean Pugh, 1515 Ruskin Lane, a member of the Parks and Recreation Advisory Committee (PRAC) expressed disappointment in the Commission's approval to move forward with the Simmons Road Park plan without proper vetting by PRAC.

6. CONSENT AGENDA: The following seven items were on the Consent Agenda and were approved by one motion with the exception of item 6.3 Resolution 2019-208, item 6.4 Resolution 2019-209 and item 6.5 Resolution 2019-10 which were removed at the request of Commissioner Lednovich and item 6.6 Resolution 2019-211, which was removed at the request of Vice Mayor Kreger.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the City Commission Workshop of October 15, 2019; the City Commission Regular Meeting of October 15, 2019; and the City Commission Regular Meeting of November 5, 2019 were presented for approval. Staff recommended approval of the Minutes as presented. **A motion was made by Commissioner Ross, seconded by Vice Commissioner Lednovich, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-207 APPROVING THE PURCHASE OF A VEHICLE FOR THE FACILITIES MAINTENANCE DEPARTMENT FOR FISCAL YEAR 2019/2020; APPROVING AN AMENDMENT TO THE FACILITIES MAINTENANCE DEPARTMENT BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2019-207 approves the purchase of a 2020 Ford F-150 for the Facilities Maintenance Department in Fiscal Year 2019/2020. Also approves a transfer of \$13,680 to the Facilities Maintenance Department Machine/Equipment account from the General Fund Contingency account. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-207. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2019-208 APPROVES THE AWARD OF BID #19-29 TO CED GREENTECH MIAMI FOR THE PURCHASE OF 1,020 400-WATT MONOCRYSTALLINE SOLAR MODULES: According to the agenda support documents Resolution 2019-208 approves the award of Bid #19-29 to CED Greentech Miami in the amount of \$232,560 for 1,020 solar modules. Commissioner Lednovich questioned why the lowest bid was not taken. Utilities Director John Mandrick explained the specifications of the bid and criteria needed were not met by the lowest bidder and consulted with City Attorney Bach to clarify bid award considerations. The main emphasis is environmental sustainability, and clean drinking and wastewater. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2019-208. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2019-209 APPROVING THE AWARD OF BID #19-28 TO CED GREENTECH MIAMI FOR THE PURCHASE OF TWELVE SOLECTRIA SOLAR INVERTERS: According to the agenda support documents Resolution 2019-209 approves the award of Bid #19-28 to CED Greentech Miami in the amount of \$29,004 for twelve Solectria Solar Inverters. **A motion was made by Vice Mayor Kreger, seconded Commissioner Lednovich, to approve Resolution 2019-209. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2019-210 APPROVING THE AWARD OF BID #19-30 TO CED GREENTECH MIAMI FOR THE PURCHASE OF 408 204- INCH UNIRAC HD RAILS AND 816 UNIRAC #403213C ULA RAIL BRACKETS, 2-INCH WITH U-BOLTS: According to the agenda support documents Resolution 2019-210 approves the award of Bid #19-30 to CED Greentech Miami in the amount of \$45,957.12 for 408 204-inch UNIRAC HD Rails and 816 UNIRAC #403213C ULA Rail Brackets, 2- inch with U-Bolts. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2019-210.**

Ms. Joan Bean, 141 N 15th Street, asked where the solar panels would be installed and if trees would be removed at the airport to accommodate the panels. Utilities Director John Mandrick explained that optimal placement would be near the City water plant which was a determining factor as Federal Aviation Administration (FAA) guidelines had to be met. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 RESOLUTION 2019-211 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2019-211 approves a budget amendment associated with the contribution by the NFLT for revenue and expenses in the Land Conservation Trust Fund: an increase of \$307,284 to the Contributed Capital revenue account and an increase of \$307,284 to the Land account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-211. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.7 RESOLUTION 2019-212 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2019-212 approves a transfer of \$25,600 from the Reserve account to the Main Street Improvements account. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-212. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-213 APPROVING CITY CO-SPONSORSHIP OF NINE EVENTS/PARADES IN 2020 SELECTED BY THE SPECIAL EVENTS COMMITTEE AND FIVE

ADDITIONAL EVENTS IN 2020 SELECTED BY FERNANDINA BEACH MAIN STREET:

According to the agenda support documents Resolution 2019-213 approves the City co-sponsorship of Sounds on Centre, the Nassau Sports Association Fishing Rodeo, Petanque Amelia Island Open, Hometown Fourth of July, and Shrimp Drop in 2020. Approves waiving City fees for the Martin Luther King, Jr. Day Parade, Memorial Day Ceremony, Veterans Parade, and the Lighted Christmas Parade in 2020. Also approves the Fernandina Beach Main Street co-sponsorship of Dickens on Centre, the Amelia Island Concours d'Elegance Road Tour, the 8 Flags Car Show, the Black Friday Pajama Party, and one other event to be determined in 2020. **A motion was made by Commissioner Chapman to approve Resolution 2019-213 provided the funds for Sounds on Centre be withheld until further review. Due to lack of a second, the motion failed.**

A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-213. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.2 RESOLUTION 2019-214 AMENDING RESOLUTIONS 2005-67 AND 2009-05 BY REDUCING THE NUMBER OF MEMBERS ON THE PARKS AND RECREATION ADVISORY COMMITTEE AND RESTATING THE GOALS, MISSION, WORK PLAN, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT OF THE COMMITTEE: According to the agenda support documents Resolution 2019-214 reduces the number of Parks and Recreation Advisory Committee members from seven members to five members with two alternate members. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to postpone Resolution 2019-214 for six months. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Ms. Teresa Duncan, 515 South 15th Street, Parks and Recreation Advisory Committee (PRAC) Chairwoman, stated PRAC members desire the membership to remain seven persons and believe the new meeting start time of 5:00PM will be beneficial in ensuring quorums are obtained in order for PRAC to conduct business.

7.3 RESOLUTION 2019-215 APPROVING AN INTERLOCAL AGREEMENT WITH THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY WHERE CITY ACCEPTS LIABILITY AND FINANCIAL OBLIGATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS MOVING THE NAVIGATIONAL CHANNEL LINE WESTWARD TO ACCOMMODATE GROWTH AT THE CITY MARINA: According to the agenda support documents Resolution 2019-215 approves the Interlocal Agreement between the Ocean Highway and Port Authority and the City of Fernandina Beach for relocation of the navigational channel line. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2019-215. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2019-216 PURSUANT TO SECTION 164.1052, FLORIDA STATUTES INITIATING CONFLICT RESOLUTION PROCEDURES WITH THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY: According to the agenda support documents Resolution 2019-216 initiates conflict resolution procedures with OHPA regarding the PILOT payment pursuant to the DRI. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-216. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

A motion was made by Vice Mayor Kreger, seconded by commissioner Ross, to nominate Commissioner Lednovich to serve in an official capacity during the Conflict Assessment proceedings, should the need arise. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8.1 FIRST READING OF ORDINANCE 2019-26: AMENDING THE CODE OF ORDINANCES CHAPTER 22, ARTICLE 5 FLOOD PLAIN MANAGEMENT AMENDING SECTION 22-29.1, FOR LOCAL ADMINISTRATIVE AMENDMENT FOR THE FLORIDA BUILDING CODE ADOPTING SECTIONS 22-29.2, 22-29.3 AND 22-29.4 FOR LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY, SEVERABILITY; AND AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2019-26 amends Chapter 22 of the City Code pertaining to Floodplain Management. Building Official Stephen Beckman read a revised version of the ordinance and distributed handouts. A question and answer discussion ensued amongst the Commission. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2019-26.**

Mr. Steve Cook, 2629 Rachael Avenue, recognized the efforts and work put into the new Ordinance and expressed appreciation for the dedicated work of the Building Department and suggested the Commission further investigate the fill, freeboard and the thirty percent rule. Vice Mayor Kreger suggested Mr. Cook meet with the team to discuss his suggestions. City Manager Martin suggested Mr. Cook email his concerns to the Commission. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2019-27: AMENDING CHAPTER 22, ARTICLE III, SECTION 22-65, APPLICATION FOR BUILDING PERMIT; CERTIFICATION OF DESIGN PLANS; AMENDING SECTION 22-68, MAJOR STRUCTURES; AMENDING SECTION 22-73, DESIGN CONDITIONS; CREATING A NEW ARTICLE VI, CONSTRUCTION SITE MANAGEMENT; CREATING SECTION 22-250, CONSTRUCTION SITE MANAGEMENT PLAN REQUIRED; CREATING SECTION 22-251, SUBMITTAL REQUIREMENTS; CREATING SECTION 22-252, APPROVAL OF PLAN, WAIVERS; CREATING SECTION 22-253, GRADING PLAN, GRADING AND SURFACE WATER MANAGEMENT STANDARDS; CREATING SECTION 22-254, PARKING DURING DEVELOPMENT OF PROJECT; CREATING SECTION 22-255, MATERIAL STORAGE; CREATING SECTION 22-256, SIGNS; CREATING SECTION 22-257, SITE CLEANLINESS; CREATING SECTION 22-258, TEMPORARY TRAILERS; CREATING SECTION 22-259, CHEMICAL TOILETS; CREATING SECTION 22-260, LANDSCAPING; CREATING SECTION 22-261, DUMPSTERS; CREATING SECTION 22-262, PERMITTED DAYS AND HOURS FOR CONSTRUCTION WORK; CREATING SECTION 22-263, CONSTRUCTION RELATED TRAFFIC CONTROL; CREATING SECTION 22-264, REQUIREMENTS DURING WEATHER EMERGENCY; PROVIDING FOR APPLICABILITY, SEVERABILITY; AND AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2019-27 amends Chapter 22 of the City Code pertaining to Construction Site Management. City Building Official Stephen Beckman gave a detailed outline explaining the various sections of the ordinance. The Commission further discussed on possible inclusions to the ordinance and embarked on a question and answer session. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2019-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2019-24: City Attorney Bach read Ordinance 2019-24 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNNADINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE

BUILDING AND PARKS & RECREATION DEPARTMENTS PROVIDING FOR APPLICABILITY, SEVERABILITY; AND AN PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-24 approves the amended Building and Parks & Recreation Department Fee Schedules for Fiscal Year 2019/2020.

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

A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2019-24. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

10.1 AIRPORT ADVISORY COMMISSION - two appointments: **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the re-appointments of Mr. Kent McKee and Mr. Chuck Colcord. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 ARTS AND CULTURE NASSAU - one appointment: **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the re-appointment of Ms. Penny Reid.**

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

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

11.3 FLORIDA OCEAN ALLIANCE STRATEGIC PLAN FOR FLORIDA’S OCEANS AND COASTS: This item is placed on the agenda at the request of Vice Mayor Kreger who gave a brief presentation and explained the beach renourishment schedule.

11.4 SUNSET CERTAIN ADVISORY BOARDS/COMMITTEES: Community Development Block Grant Citizen Advisory Taskforce, Peck Center Committee, and the Public, Educational, and Government (PEG) Committee. **The consensus of the City Commission was to have the City Attorney draft a Resolution sunsetting the Peck Center Committee, and the Public, Educational, and Government (PEG) Committee.**

12.1 PROPOSED ALTERNATE DATE FOR NOVEMBER 3, 2020 CITY COMMISSION REGULAR MEETING: NOVEMBER 4, 2020: **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

MARINA: City Manager Martin dispelled Marina rumors stating that the diligence and perseverance of the City Commission continues to move the Marina restoration forward. The dinghy dock will reopen Friday December 6th, and the boat ramp will be open to trailers not to exceed two axles.

PARKING: City Manager Martin reported the Amelia Island Tourist Development Council has requested City Parking Lots A, B, C and D be utilized for paid parking only during the special event: Dickens on Centre.

PROPERTY: City Manager Martin stated the eminent domain continues to move forward citing the property owner's not for sale rebuttal.

VACATION: City Manager Martin will be on vacation December 4-17. Airport Manager Nathan Coyle will be available if needed.

CITY ATTORNEY REPORTS:

LEAVE: City Attorney Bach reported Legal Department Assistant Ms. Katie Newton will be taking maternity leave and Finance Department Staff Assistant Ms. Gabby Stefanko will temporarily assist part-time in the Legal Department.

RECOMMENDATION: City Attorney Bach advocated for flu shots due to the untimely passing of her mother from flu complications.

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

MAYOR/COMMISSIONER COMMENTS:

CONGRATULATIONS: Commissioner Chapman congratulated Fernandina Beach Main Street on the successful downtown Black Friday Pajama Party.

GROUNDBREAKING: Vice Mayor Kreger attended the regional Turning the Tide a youth anti-vaping conference on November 21st and the groundbreaking for Springhill Suites on November 22nd.

AWARDS: Vice Mayor Kreger will attend the Northeast Florida Regional Council awards ceremony Thursday December 5th.

EVENTS: Mayor Miller recognized the recent successful holiday tree lighting and concert that was well attended by locals and visitors and thanked resident Mr. Alan "Hupp" Huppmann for his generosity.

THANK YOU: Mayor Miller thanked Police Chief James Hurley and the Police Department for their exemplary commitment and dedication to keeping citizens safe.

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

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida and the Ocean Highway Port Authority of Nassau County (OHPA), met in a Conflict Assessment Meeting on Tuesday, January 07, 2020 at 3:00 pm in the City Commission Chambers. Present were City Attorney Tammi Bach, presiding, City Manager Dale L. Martin, and City Clerk Caroline Best. Present on behalf of OHPA were District 1 Commissioner Robert Sturgess, District 2 Commissioner Danny Fullwood, and OHPA Attorney Jeb T. Branham.

City Attorney Bach called the meeting to order.

3. CONFLICT ASSESSMENT MEETING AND DISCUSSION, SECTION 164.1053, FLA. STATS: City Attorney Bach stated the Conflict Assessment meeting is being conducted as a result of an impasse between the City of Fernandina Beach and OHPA regarding the Development of Regional Impact (DRI) Payment in Lieu of Taxes (PILOT) program.

3.1 ANNOUNCEMENT OF PERSONS ATTENDING THIS CONFLICT ASSESSMENT MEETING ON BEHALF OF THE CITY OF FERNANDINA BEACH ("CITY") AND THE OCEAN, HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY ("OHPA"): City Attorney Bach announced the following individuals in attendance: OHPA District 1 Commissioner Robert Sturgess, OHPA District 2 Commissioner Danny Fullwood, OHPA Attorney Jeb T. Branham, City Manager Dale L. Martin, and herself, City Attorney Tammi E. Bach.

3.2 ANNOUNCEMENT THAT THIS PUBLIC MEETING IS BEING CONDUCTED IN ACCORDANCE WITH SECTION 164.1053, FLA. STATS. AND CONFIRM THE MEETING WAS ADVERTISED IN ACCORDANCE WITH SECTION 164.1031(7), FLA. STATS. ON DECEMBER 25, 2019 IN THE FERNANDINA BEACH NEWS LEADER: City Attorney Bach explained the Conflict Assessment Meeting was advertised in accordance with Section 164.1053 Florida Statutes in the December 25, 2019 edition of the Fernandina Beach News Leader. Mr. Branham noted OHPA had also advertised the meeting.

3.3 CITY AND OHPA DISCUSSION OF THE CONFLICT AND ISSUES RELATED TO THE CONFLICT, SPECIFICALLY THE ANNUAL PAYMENT OF \$50,000+ FROM OHPA TO THE CITY. REPRESENTATIVES FROM CITY AND OHPA, RESPECTIVELY, WILL STATE THEIR POSITIONS REGARDING THE CONFLICT: Mr. Branham explained OHPA's position: the PILOT payment is the result of a Resolution enacted by the City who cannot cause a Special District to pay taxes. OHPA never agreed to make \$50,000 annual payments in perpetuity and the PILOT payment is not recorded in the official record. Mr. Branham noted OHPA has not consistently made the PILOT payments because a consistent pattern of disagreement has always existed. Mr. Branham offered the last fiscal year PILOT payment could be made with the understanding it will be the last. City Attorney Bach requested documentation be provided related to the pattern of disagreement and noted the two parties are too far apart to resolve the matter today.

OHPA Commissioner Sturgess requested the City's legal arguments be stated. Ms. Bach responded the purpose of the Conflict Resolution meeting is not to state the arguments, the purpose is to state the issues.

OHPA Commissioner Sturgess stated he is optimistic about mediation and it would be helpful to have the City go through the process of assessing the Ports financial impact to the City. City Manager Martin stated it is almost impossible to assess how much money the Port costs the City.

3.4 SCHEDULE A JOINT PUBLIC MEETING FOR CITY AND OHPA WITHIN 20 DAYS OR AGREE TO MEDIATION AND DISCUSS THE PROCESS FOR SELECTING A MEDIATOR IN

DRAFT

MINUTES

Conflict Assessment Meeting

January 7, 2020

Page 2 of

ACCORDANCE WITH SECTION 164.1055, FLA. STATS.: Mr. Branham and OHPA Commissioner Sturgess recommended Mr. Mattox Hair, Mr. Bernard Nachman and Mr. William Cooper as possible mediators. Attorneys Bach and Branham will work to schedule the next Conflict Assessment meeting in accordance with 164.1055 Florida Statutes.

3.5 ADJOURNMENT: There being no further business to come before the City Commission and OHPA, the meeting was adjourned at 3:29pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-09
Lease Agreement - Southshore CRE, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-09

SYNOPSIS: This request is for approval of an aeronautical ground lease agreement with Southshore CRE, Inc. Approval of this ground lease will allow the requester to construct one row hangar building containing three individual hangar units, associated ramp and parking infrastructure, and also allows for a potential second phase of hangar development on an adjacent parcel contingent upon provisions and timelines set forth in the ground lease. The intended use of these hangars is aircraft storage.

The proposed use of this property is consistent with the Airport's Master Plan and Airport Layout Plan. The development plans for a single row hangar containing three individual units are under review by the City Technical Review Committee (TRC) and the Board of Adjustment (BOA) for one variance request to Airport Architectural Standards. These reviews were not complete at the time of agenda publication for this meeting, but may be completed on/about January 15, 2020. If approval is granted by TRC and BOA, approval letters will be provided to the City Commission for consideration to accompany the consideration of this ground lease. If approval is not granted by either of these agencies, this agenda item will be removed until such approval can be obtained.

The Airport Advisory Commission unanimously recommended approval of this ground lease, contingent upon TRC approval, during the December 12, 2019, Airport Advisory Commission meeting.

A mock insurance certificate is provided as an exhibit to the lease within this agenda item, however the certificate of insurance will be provided upon execution of the lease, contingent upon City Commission approval.

FISCAL IMPACT: Approval of this agreement will initially increase Airport revenue by \$1,631.90 per month or \$19,582.80 per year which will be deposited into Lease Payments - Land Lease account, 420 34971. An annual review of the Consumer Price Index (CPI) will be conducted to adjust the established base rate for the term of the agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-09.

Dale L. Martin, City Manager	1/9/2020
Pauline Testagrose, Comptroller	1/13/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: December 23, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT WITH SOUTHSORE CRE, INC. FOR AN AERONAUTICAL GROUND LEASE AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fernandina Beach Municipal Airport is engaged in leasing ground to tenants for aeronautical use; and

WHEREAS, Southshore CRE, Inc., a private entity, wishes to lease ground at the Fernandina Beach Municipal Airport for construction of hangars, ramp apron, automobile parking and related infrastructure which consists of approximately 97,914 square feet; and

WHEREAS, the City has published rates for the lease of ground at the Airport and allows for such use; and

WHEREAS, the parties have agreed to the rates and terms for a twenty-year ground lease with options for renewal beyond the initial term.

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 lease agreement with Southshore CRE, Inc., attached hereto as Exhibit "1".

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

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**GROUND LEASE AGREEMENT
FOR Southshore CRE, Inc. FOR
PROPERTY LOCATED AT THE
FERNANDINA BEACH MUNICIPAL AIRPORT**

This GROUND LEASE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this _____ day of _____, 2019, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation (hereinafter referred to as "LESSOR" or "City,") and **Southshore CRE Incorporated**, an OHIO For-Profit Corporation, its successors and assigns (hereinafter referred to as "LESSEE").

WHEREAS, LESSOR owns, controls and operates the Fernandina Beach Municipal Airport (hereinafter referred to as "Airport"), in the City of Fernandina Beach, County of Nassau, and State of Florida; and

WHEREAS, LESSEE has proposed to lease certain property from LESSOR at the LESSOR's municipal airport for aeronautical related activities; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of aircraft storage hangars, ramp apron, auto parking and related infrastructure for business use and storage of aircraft;

NOW THEREFORE, for and in consideration of the Premises and the mutual benefits and covenants contained in this Agreement, the parties hereby agree as follows:

1. Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following real property identified and shown on Exhibit "A" and Exhibit "B" Lease Areas, attached hereto (hereinafter referred to as the "Premises"), together with the right of ingress and egress for vehicles and aircraft. The Premises is located within an area of Airport property designated the east area.

The LESSEE is authorized to conduct the following non-exclusive use at the Airport: All operations associated with the conduct of the LESSEE's flight operations including but not limited to general commercial aircraft storage, and other non-commercial related aviation operations to include minor maintenance and repairs on LESSEE's aircraft. Additionally, the LESSEE is permitted to provide the commercial storage of aircraft of others. Any other commercial aeronautical activity may be permitted in the future, however such activity would require expressed written consent by LESSOR and LESSEE obtaining necessary permits, as may be required. All LESSEE operations shall comply with all federal, state and local rules, regulations and ordinances.

For the purposes of this Agreement, the term "Premises" shall include the use of airspace above and in the vicinity of said Airport, which is being used for conducting airport operations by LESSEE.

2. Term. The term of this Agreement shall be for a period of twenty (20) years,

commencing on the first day of the first month following the execution of this Agreement by both parties (the "Lease Commencement Date"), and continuing for said term, unless earlier termination under the provisions of this Agreement.

Provided the LESSEE is not in default of any terms and conditions of this Agreement, upon expiration of the initial Twenty (20) year term, the LESSEE shall have the right to extend the Lease for an additional Ten (10) year term on the same terms and conditions contained herein. Furthermore, if the LESSEE is not in default of any terms and conditions of this Agreement, the LESSEE may request to extend this Agreement for an additional Ten (10) years. This renewal option shall be based on a renegotiation and mutual agreement of both parties. Such written notice must be given a minimum of 120 days and no more than 270 days before the end of each term. All options for extension of this Agreement term shall be subject to performance standards noted below and accompanying continued capital investment toward improvements and repair. Such performance standards include:

a. At the 10 year anniversary of the Agreement, and every five (5) years thereafter, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE within 180 days of receipt of written notice from LESSOR that such repairs are to be made by LESSEE. If such reasonable repairs are not completed, then LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

b. If Lessee desires, at the expiration of the 10 year renewal term, or if exercised at the expiration of any additional extensions, LESSEE may request a new lease. If LESSOR determines that the leased Premises are not required for other airport uses, the LESSEE has met its obligations under the term of the preceding lease, and the LESSOR finds that a new lease is appropriate, the LESSOR and LESSEE may negotiate a new lease at terms to be agreed upon at the time of the negotiations. The duration of the new lease shall be at the LESSOR'S option.

3. Rent. In consideration of the rights and privileges granted by this Agreement, LESSEE agrees to pay LESSOR the following ground rent from the date of commencement of this Agreement for two separate parcels.

a. Rent for the use of real property on Airport property within the area further described in Section 8 as the **Phase 1 Development Parcel** is based on a total lease area of 11,109 square feet; at a lease rate of \$0.20 dollars per square foot per year. Initial annual ground rent for the Phase 1 Development Parcel shall be \$2,221.80 per year.

b. Rent for the use of real property on Airport property within the area further described in Section 8 as the **Phase 2 Development Parcel** is based on a total lease area of 86,805 square feet; at a lease rate of \$0.20 dollars per square foot per year. Initial annual ground rent for the Phase 2 Development Parcel shall be \$17,361.00 per year.

c. This annual ground rent shall be converted to equal monthly payments to be made at the rate of \$1,631.90 per month, which also is subject to applicable sales tax currently \$106.07 per month or a total of \$1,737.97 per month, and shall commence on the first day of the first month following the execution of this Agreement. All payments shall be due and payable without notice on or before the first day of each month. This rental rate shall be reduced in the event that the LESSEE or LESSOR provides notice to eliminate lease of the Phase 2 Development Parcel in accordance with the terms and conditions of Section 8 of this lease agreement below.

d. This ground rent rate shall be reviewed each year by the LESSOR and ground rent rates, plus all applicable taxes, shall be adjusted so as to maintain a fair rental rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor-Bureau of Labor Statistics, an appraisal, market rent study or other method designated by LESSOR. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with October rent payments of each year. An appraisal, market rent study or alternative method as designated by the LESSOR may be substituted periodically for the CPI adjustment and shall be at least four years apart and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the ground rent be less than the previous year's rental amount. The Tenant shall be solely responsible for the payment of all applicable ad valorem property taxes.

4. Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1 ½%) per month beginning with the eleventh (11th) day after payment is due.

5. Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach, and mailed to P. O. Box 1146, Fernandina Beach, Florida 32035 or delivered to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034.

6. Non-Exclusive Right. It is not the intention of this Agreement to grant to LESSEE the exclusive right to provide any or all of the services described in this Agreement at any time during the term of this Agreement. LESSOR reserves the rights, at its sole discretion, to grant others certain rights and privileges, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE. However, LESSOR does covenant and agree that:

a. It shall enforce all Airport Minimum Standards for Commercial Aeronautical Activities as currently approved or requirements for all similar services and activities conducted at the Airport;

b. Any other provider of similar services or activities will not be permitted to operate on the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement; and

c. It will not permit the conduct of any aeronautical endeavor or activity at the Airport, except under an approved lease or operating agreement, or as general aviation by the general public.

7. Appurtenant Privileges. LESSEE shall be entitled, in common with others so authorized, to the non-exclusive use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of rights-of-way, common area utilities, landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by LESSOR.

8. Construction and Use of Premise. LESSEE is hereby granted the non-exclusive privilege to engage in, and LESSEE agrees to engage in development which includes construction and maintenance of up to three (3) shared wall row hangars, ramp apron, auto parking and related infrastructure on the Premises for LESSEE'S business use, or for other commercial use as may be approved by LESSOR, built in accordance with plans and specifications contained in the Architecture and Building Design Standards for Development on the Airport and as approved by LESSOR and other aviation or aeronautical activities and services necessary or incidental thereto, such approval shall not be unreasonably withheld by LESSOR. The construction of three (3) shared wall row hangars shall be referred to as the **Phase 1 Development** and will take place on the Phase 1 Development parcel on the sketch and description found at Exhibit "A" to this lease agreement. If Phase 1 Development construction on the Premises has not begun within one (1) year of the date of this Agreement, and construction of three (3) shared wall row hangars is not completed within fifteen (15) months of the beginning of construction, this Agreement may be terminated by the LESSOR with thirty (30) days written notice to LESSEE.

LESSEE shall lease additional airport property for potential future aircraft hangar development, referred to herein as **Phase 2 Development**. A description and sketch of Phase 2 property can be found at Exhibit "B" to this lease. LESSEE shall have fifteen (15) months from commencement of this lease to provide written notice to LESSEE of intent to develop additional hangars on the Phase 2 Development parcel and shall also submit all required documents for design review by the City of Fernandina Beach Technical Review Committee. If written notice of intent and submittal of all required documents to the City of Fernandina Beach Technical Review Committee is not completed on or before fifteen (15) months from commencement of this lease, LESSOR may, at its sole discretion, terminate the lease of Phase 2 Development parcel upon thirty (30) days written notice. If LESSEE provides notice that it does not intend to build Phase 2, the Parties shall consider this lease to be amended thirty (30) days following receipt of the date of written notice to remove the Phase 2 Development parcel. The lease of the Phase 1 Development parcel shall be unaffected by this notice. LESSEE may request an amendment of the Phase 2 parcel boundaries if proposed development on this parcel will only utilize a portion of the leasehold area, and this amendment will be contingent upon approval of the LESSOR.

The parties agree that this Agreement shall be construed as an "Aeronautical Use Agreement" and LESSEE shall not engage in any business on the Premises other than that specified herein. Included as part of the LESSEE's Phase 1 development are:

a. Three shared wall row hangars with the approximate dimensions of 40'x35', 40'x35', and 45'x35' with a single unisex shared restroom to be used for the commercial storage of aircraft of others and for no other purpose.

b. Suitable vehicle parking shall be installed and maintained by the LESSEE to allow the loading, unloading and parking of vehicles having business on the Premises.

c. All Phase 1 Development and Phase 2 Development improvements, including the design thereof, on the Premises must be permitted by the LESSOR prior to installation or construction. The LESSEE is responsible for applying for and obtaining all necessary construction permits and licenses required by local, state and federal laws and regulations.

d. The LESSEE shall construct an aircraft ramp apron on the Premises as designated by the LESSOR, for the purpose of aircraft access to the LESSEE's Hangar facilities. No structures or fixtures will be allowed on the ramp apron. Any and all taxi-lanes and ramp aprons shall be constructed to adequately permit aircraft and vehicles access to the Premises. Pavement construction shall be of equal or greater strength than that of the existing airport taxi-lanes/taxiways/aprons to which it shall abut. The design and construction are subject to review and approval by the LESSOR's Engineer or designee. Maintenance and repair or replacement of this aircraft ramp apron shall be the responsibility of the LESSOR during the term of this lease, and shall be at the sole cost and expense of the LESSOR.

e. Suitable pavement markings and lighting shall be installed and maintained by the LESSEE to provide for the orderly and safe movement of aircraft and vehicles on the Premises. Any lighting on the Premises must be approved by the LESSOR prior to installation, and not interfere with flight operations at the Airport.

f. All improvements shall be constructed, graded and drained so as to direct all storm water which may fall on the Premises into approved disposal devices. The LESSOR shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge.

g. Any landscaping installed on the Premises is subject to approval by the LESSOR and shall be installed and maintained by the LESSEE.

9. Rights and Obligations of LESSEE.

a. Payments: LESSEE shall meet and pay all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, ad valorem taxes, permit fees, impact fees, license fees and assessments lawfully levied or assessed upon the Premises or property situated hereon, as well as any and all utilities used or consumed by LESSEE on the Premises, including, but not limited to, water, gas, electricity, sewer, and refuse services.

b. Agreement to Pay Taxes and Obligations: LESSEE shall pay all lawful taxes and assessments, debts and obligations of every kind or nature which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon any taxable interest of the LESSEE acquired in the Agreement or any taxable possessory right which LESSEE may have in or to the Premises or facilities hereby leased or the improvements thereon, or on the LESSOR'S fee simple interest therein, by reason of its use or occupancy thereof or otherwise as well as all taxes or taxable property, real or personal, owned by LESSEE in and about said Premises, whether said taxes are assessed in the name of LESSEE or LESSOR.

c. Premise Upkeep: The LESSEE shall, at its own expense, maintain and keep the Premises to include structural, roofs, and hangar doors as well as all improvements thereon including lighting, landscaping, drainage, signage, auto parking areas and aircraft parking ramp apron including all pavement and striping, in good condition and make all repairs, both interior and exterior, necessary to keep and maintain the Premises, including all improvements thereon in good condition. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean and sanitary condition. The LESSOR shall require maintenance and needed repairs to be made in a timely manner.

d. Access: LESSEE shall have at all times the right of ingress to and egress from the rented Premises. To ensure this right the LESSOR shall make all reasonable efforts to keep adjacent areas to the rented Premises free and clear of all hazards and obstructions, natural and manmade.

e. Work in Hangar: It is clearly understood by the LESSEE that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own or leased aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. However, City building code requirements and governmental regulations must be met for the type of work being conducted (examples – painting of aircraft or heavy maintenance of aircraft.)

f. Commercial Activity: LESSEE is permitted to operate commercial aeronautical activities as described in Section 1. LESSEE hereby agrees that it shall comply with the contents of Exhibit “D” - Minimum Operating Standards for Commercial Aeronautical Activities (Minimum Standards), attached hereto, as currently approved or as may be amended from time to time. Should the Minimum Standards be updated, and any requirement become more restrictive than current Minimum Standards the LESSEE shall have eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the LESSOR. Once updated, those Minimum Standards shall become a part of this Agreement.

g. Signs: During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises, a sign or signs. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by LESSOR and shall conform to the City’s sign code. LESSEE shall be responsible for all permits. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of LESSEE. LESSEE shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

h. Compliance with Applicable Laws, Rules and Regulations: Notwithstanding other requirements contained herein, the LESSEE at its sole cost and expense hereby agrees to and shall comply with all applicable ordinances, laws, rules and regulations established by federal, state, and local government agency or by the City, and they may be amended from time to time, and conduct its operations or commercial business in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations, attached hereto as Exhibit “E”, promulgated by the LESSOR governing safe and efficient operation of Fernandina Beach Municipal Airport. The LESSOR may, from time to time, modify and/or update the Rules and

Regulations. LESSOR will provide LESSEE with a copy of the updated Rules and Regulations, and once updated or revised, those Rules and Regulations shall become a part of this Agreement.

i. Compliance with Environmental Law, Rules and Regulations: LESSEE expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Any cost or expense to remain or to be compliant with applicable environmental rules and regulations shall be the responsibility of the LESSEE. LESSEE agrees to keep themselves informed of future changes in the existing environmental laws. Such compliance will be responsibility of the LESSEE at its sole cost and expense.

j. Hazardous Materials and Toxic Waste: LESSEE shall not cause or permit to occur:

1. Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from LESSEE'S use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

2. The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substance on, under, over, or about the Premises.

3. LESSEE shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Premises, and shall further make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under applicable federal, state and local laws and regulations; and the LESSOR is to be immediately notified by LESSEE of any claim or allegation of non-compliance herewith.

4. If any authority demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of hazardous substances that occurs during the term hereof, or any renewals hereof, at or from the Premises, or which arises from LESSEE's use or occupancy of the Premises, then LESSEE shall, at LESSEE's expense, prepare and submit the required plans and all related bonds and other required financial assurances; and LESSEE shall carry out all work required by such clean-up plans at its sole and exclusive expense.

10. Continuing Obligation. LESSEE'S obligations under Section 9, subsection (j), and Section 11 and Section 15 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

11. Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to protect, defend, ensure and indemnify LESSOR, its officers, directors, elected and appointed officials and employees, for any manner of loss, damage, cost or assessment which may result from or in any manner be related to the deposit, spill, discharge or other release, and or the presence, use, distribution or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any

other substance or derivative. This provision shall survive the expiration of this Agreement. This shall not apply to conditions which pre-exist the date of this Agreement.

12. Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

13. Leasehold Improvements.

a. LESSEE agrees to submit to LESSOR, for approval, detailed plans and specifications for any structural change, alteration, addition, improvement or removal from or to the Premises. LESSOR shall approve the plans and specifications as submitted, or transmit proposed revisions to LESSEE within sixty (60) days of receipt of the plans and specifications from LESSEE. In the event that LESSOR requires revisions of the original plans and specifications, LESSEE shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for LESSOR's approval. This initial review shall not constitute review for the purposes of obtaining City permits. LESSEE shall be required to obtain all permits from governmental agencies as may be required, including the City, and shall be solely responsible for all costs relating to permitting the proposed improvements.

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of this Agreement and any extensions or renewals thereof and which shall remain on the Premises until the expiration or termination of this Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition. Upon expiration or termination of this Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

c. LESSEE shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, except that LESSEE shall be permitted to mortgage its leasehold improvements to be constructed on the Premises by LESSEE. LESSOR shall not be required to subordinate its interest to such Leasehold Mortgage. All documentation regarding any leasehold mortgage must be reviewed and approved by the LESSOR prior to finalization of documents, to assure that no interest of the LESSOR is included in the documentation.

d. LESSEE shall provide payment and performance bonds in amounts and form as approved by LESSOR, prior to commencement of construction.

e. Within sixty (60) days of completion of construction, erection or any alteration of any improvements by the LESSEE, the LESSEE shall provide to the LESSOR a complete set of "as-built" plans and drawings.

14. Insurance. LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, the following insurance:

a. Comprehensive general liability insurance with a Combined Single Limit (CSL) of not less than One Million (\$1,000,000) Dollars protecting LESSOR against any and all liability by reason of LESSEE's conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE;

b. LESSEE agrees that, should it desire to lease space for aircraft hangar storage, it shall obtain Hangar Keepers liability insurance protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE, in the minimum amount of Five Hundred Thousand (\$500,000) Dollars;

c. All insurances as required under the applicable Airport Minimum Standards for Commercial Aeronautical Activities shall be provided to LESSOR;

d. Property insurance covering direct physical loss due to perils of fire, windstorm and extended coverage for full replacement value;

e. Copy of annual insurance certificate(s) to be attached hereto as Exhibit "C", Liability Insurance Certificate, and shall be provided to LESSOR annually; AND

f. All insurance requirements specified herein above shall name LESSOR as an additional insured with instructions that the insurance carrier will notify LESSOR if the LESSEE defaults on premium payments, and shall require that the insurance carrier notify LESSOR thirty (30) days prior to any event leading to the material modification or cancellation of the policy.

15. Indemnification. LESSEE agrees to assume liability for and indemnify, hold harmless, and defend the LESSOR, 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 LESSEE, its officers, employees, agents, and representatives. LESSEE'S liability hereunder shall include all attorney's fees and costs incurred by the LESSOR in the enforcement of this indemnification provision. This includes claims made by the employees of LESSEE against the LESSOR and LESSEE hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity of Section 768.28 Florida Statutes.

16. Assignment or Sublease. This Agreement, or any part thereof, may not be assigned, transferred or subleased by LESSEE, by process or operation of law or in any other manner whatsoever, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Prior to issuing any written consent, LESSOR may demand such information it may require to adequately judge whether the proposed assignee, transferee or sub-

lessee can adequately perform the duties of the LESSEE under this Agreement.

17. Independent Contractor. In its use of the Premises, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction and payment of LESSEE'S employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties of LESSEE'S employees.

18. Non-Discrimination. Notwithstanding any other inconsistent provision of this Agreement, during the performance of this Agreement, LESSEE, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, in the use of the Premises.

b. In the furnishing of services on, over or under the Premises, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said regulations may be amended.

19. Maintenance of Airport Facilities. LESSOR shall maintain all public and common joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto, as in its opinion, are required and necessary for the safe and efficient operation of the Airport.

20. Termination. This Agreement shall be subject to termination by either party in the event of any one or more of the following:

a. The abandonment of the Airport as an airport or airfield;

b. The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein;

c. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the LESSEE'S operation;

d. LESSEE shall be entitled to terminate this Agreement in the event of the lawful

assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its operations for a period in excess of ninety (90) days.

e. LESSOR shall be entitled to terminate this Agreement upon the filing of a voluntary petition in bankruptcy by LESSEE, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver;

f. LESSOR shall be entitled to terminate this Agreement upon the conviction of LESSEE or any of LESSEE's officers, managers or employees of any crime involving moral turpitude relating to this Agreement of LESSEE's operations hereunder;

g. LESSEE shall have the right to terminate this Agreement and its obligations hereunder, by providing sixty (60) days written notice to LESSOR and by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive.

h. In the event of abandonment or closure of the Airport by the LESSOR, referenced in Paragraph 20(a) above, LESSOR shall reimburse LESSEE the difference between LESSEE's actual investment costs including preliminary engineering and design fees, permitting fees, contracting and building fees, insurance, utilities, maintenance fees and ground leasing fees incurred by LESSEE minus rents collected by LESSEE through the date of abandonment or closure of the Airport, plus recapture of all investment costs and interest to date including accumulated expense and investments. This reimbursement obligation by LESSOR to LESSEE shall continue for a period of 20 years from the initial effective date of this Agreement.

21. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

22. National Emergency. During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or all or any part of the Premises upon demand to the United States Government, and if any such agreement is executed, the provisions of this Agreement with the LESSEE herein, and all obligations of LESSEE to make the payments as required in Section 3 above, shall be suspended for the length of time that the United States Government requires the use of the said landing area and/or Premises. This period of time during which the Agreement is so suspended will not count against the time provisions of the then existing Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and as of its effective date supersedes all prior or independent contracts or agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

24. Severability. If any substantive provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction and such declaration results in a substantial failure of consideration for either party, the entire Agreement shall be subject to termination by such party. Otherwise, such declaration shall not be cause for termination of this Agreement, but only such void or illegal provision shall be canceled or deemed to be of no effect.

25. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addresses as follows:

If to LESSOR, address to: City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

With a copy to Airport Manager at same address.

If to LESSEE, address to: Southshore CRE, Inc.
4835 Munson Street
Canton, Ohio 44718

With a copy to: Christopher J. Freeman
P.O. Box 4396
Copley, OH 44321

Notices will be deemed to have been received on the date of receipt as shown on the return receipt.

It shall be the LESSEE's responsibility to keep the address contained in this Agreement up to date and accurate.

26. Governing Law, Venue and Attorney's Fees. This Agreement is to be construed in accordance with the laws of the State of Florida, with venue in Nassau County, Florida. In the event of any litigation between the parties regarding the breach and/or enforcement of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including at the appellate court level, from the non-prevailing party as determined by a court of competent jurisdiction.

27. Re-Entry. It is further understood and agreed between the parties hereto that in the event of any breach of any covenant or agreement on the part of the LESSEE to be performed and provided, that if such breach is not remedied by the LESSEE after reasonable notice in writing to it by the LESSOR, the LESSOR may re-enter and terminate this tenancy by giving the LESSEE thirty (30) days written notice, to quit the Premises. LESSOR shall at all times be entitled to recover by all lawful means any and all damages, including reasonable attorney's fees and costs, sustained by it through the breach of any said covenants and agreements on part of the LESSEE to be performed.

28. Obligation Upon Termination. Upon termination of this Agreement, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender and return peaceable and quiet possession of the Premises, including all improvements to include but not limited to buildings, parking areas, and fuel facility improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted. LESSEE shall be allowed to remove all LESSEE's equipment and trade fixtures from the Premises, including the fuel facility equipment.

29. Inspection. The LESSOR shall have the right to enter upon the Premises at reasonable intervals during regular business hours to inspect the Premises for compliance with the terms and conditions of the Agreement and federal, state and local laws and regulations. In case of emergencies, the LESSOR shall have the right to immediately enter the Premises.

30. Further Airport Development. LESSOR reserves the right to further develop or improve the remaining area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.

31. Non-Waiver. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions or covenants herein set forth shall not be deemed a waiver of any rights or remedies that it may have and shall not be deemed a waiver of any breach or default by the LESSEE of the terms, conditions or covenants contained herein.

32. Radon Gas Notice: Pursuant to Florida Statutes Section 404.056(8), LESSOR hereby makes, and LESSEE hereby acknowledges, the following notification:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LESSOR makes no representation or warranty with respect to the presence or absence of radon on the Premises, and LESSEE shall undertake such inspection or testing as it deems necessary or convenient to assure itself as to the presence or absence of radon.

33. Lease Commencement Date: The commencement date of this Agreement shall be the date set forth in Section 2 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FERNANDINA BEACH, FL

SOUTHSHORE CRE, INC.

By: Dale Martin
Its: City Manager

By: Harry W. Giltz
Its: Manager

ATTEST:

By: Caroline Best
Its: City Clerk

APPROVED AS TO FORM & LEGALITY:



By: Tammi E. Bach
Its: City Attorney

Attachments

Exhibit "A" Phase 1 Development Parcel Lease Area — Legal Description of LESSEE'S Phase 1 Development Parcel and Sketch or Drawing of Description

Exhibit "B" Phase 2 Development Parcel Lease Area — Legal Description of LESSEE'S Phase 2 Development Parcel and Sketch or Drawing of Description

Exhibit "C" Liability Insurance Certificate(s) as required under this lease and/or applicable Minimum Standards for Commercial Aeronautical Activities (Note: This certificate shall show that the City has been named as an additional insured on all policies.)

Exhibit "D" Minimum Standards for Commercial Aeronautical Activities

Exhibit "E" Airport Rules and Regulations

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION

FERNANDINA BEACH MUNICIPAL AIRPORT
PROPOSED 3 UNIT GROUND LEASE
DECEMBER 13, 2019

FOR A POINT OF REFERENCE COMMENCE AT NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT"; THENCE NORTH $36^{\circ}38'24''$ EAST, ALONG A GRID BEARING, A DISTANCE OF 2,394.00 FEET TO NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT AZIMUTH MARK"; THENCE NORTH $55^{\circ}05'18''$ WEST A DISTANCE OF 1,942.95 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH $09^{\circ}10'07''$ WEST, A DISTANCE OF 69.00 FEET; THENCE SOUTH $80^{\circ}49'53''$ WEST, A DISTANCE OF 161.00 FEET; THENCE SOUTH $09^{\circ}10'07''$ EAST, A DISTANCE OF 69.00 FEET; THENCE NORTH $80^{\circ}49'53''$ EAST, A DISTANCE OF 161.00 TO THE POINT OF BEGINNING.

CONTAINING 0.255 ACRES MORE OR LESS.

A handwritten signature in black ink, appearing to read "Michael A. Manzie".

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 14050 12/16/19

MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)

Phase 1 Development

S80°49'53"W 161.00'

69.00' S09°10'07"E
**PROPOSED 3 UNIT
GROUND LEASE
(+/- 11,109
SQUARE FEET)**
N09°10'07"W 69.00'

**POINT OF
BEGINNING**

3 UNIT GROUND LEASE

TAXILINE S80°49'53"W 134.95'

N80°49'53"E 161.00'

**PROPOSED 6 UNIT
GROUND LEASE
(+/- 86,805
SQUARE FEET)**

**POINT OF
BEGINNING**
6 UNIT GROUND LEASE

L2 L1

N55°05'18"W 1942.95'

N55°11'26"W 1350.10'

N55°11'26"W 1350.10'

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N80°49'53"E 178.28'

TAXIWAY A

TAXIWAY D

S09°10'07"E 254.75'

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S09°10'07"E 254.75'

**POINT OF
REFERENCE**

"FERNPORT"

GRID NORTHING=2281204.99

GRID EASTING=509734.99

N36°38'24"E

2394.00'

"FERNPORT AZIMUTH MARK"
GRID NORTHING=2283125.94
GRID EASTING=511163.69

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION
FERNANDINA BEACH MUNICIPAL AIRPORT
PROPOSED 6 UNIT GROUND LEASE
DECEMBER 13, 2019

FOR A POINT OF REFERENCE COMMENCE AT NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT"; THENCE NORTH $36^{\circ}38'24''$ EAST, ALONG A GRID BEARING, A DISTANCE OF 2,394.00 FEET TO NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT AZIMUTH MARK"; THENCE NORTH $55^{\circ}11'26''$ WEST A DISTANCE OF 1,750.10 FEET TO THE **POINT OF BEGINNING** THENCE SOUTH $78^{\circ}04'12''$ WEST, A DISTANCE OF 8.08 FEET; THENCE SOUTH $82^{\circ}06'18''$ WEST, A DISTANCE OF 35.27 FEET; THENCE NORTH $09^{\circ}10'07''$ WEST, A DISTANCE OF 174.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 78.54 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH $54^{\circ}10'07''$ WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH $80^{\circ}49'53''$ WEST, A DISTANCE OF 134.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 78.54 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH $35^{\circ}49'53''$ WEST, A DISTANCE OF 70.71 FEET; THENCE SOUTH $09^{\circ}10'07''$ EAST, A DISTANCE OF 254.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 78.54 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH $54^{\circ}10'07''$ EAST, A DISTANCE OF 70.71 FEET; THENCE NORTH $80^{\circ}49'53''$ EAST, A DISTANCE OF 178.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 78.54 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH $35^{\circ}49'53''$ EAST, A DISTANCE OF 70.71 FEET; THENCE NORTH $09^{\circ}10'07''$ WEST, A DISTANCE OF 79.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.99 ACRES MORE OR LESS.

A handwritten signature in black ink, appearing to read "Michael A. Manzie".

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 14050

12/16/19



PROPOSED 6 UNIT
GROUND LEASE
(+/- 86,805
SQUARE FEET)

POINT OF BEGINNING
6 UNIT GROUND LEASE

POINT OF BEGINNING

3 UNIT GROUND LEASE



(IN FEET)
1 inch = 100 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.54'	50.00'	90°00'00"	N54°10'07"W	70.71'
C2	78.54'	50.00'	90°00'00"	S35°49'53"W	70.71'
C3	78.54'	50.00'	90°00'00"	S54°10'07"E	70.71'
C4	78.54'	50.00'	90°00'00"	N35°49'53"E	70.71'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°04'12"W	8.08'
L2	S82°06'18"W	35.27'

"FERNPORT"
GRID NORTHING=2281204.99
GRID EASTING=509734.99

N36°38'24"E

2394.00'

"FERNPORT AZIMUTH MARK"
GRID NORTHING=2283125.94
GRID EASTING=511163.69

FERNANDINA BEACH MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Original Adoption September 10, 1987

Amended December 18, 2007

Amended October 20, 2009

Amended August 2, 2011

Amended October 7, 2014

Prepared By:
City of Fernandina Beach
700 Airport Road

Fernandina Beach, Florida 32034

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Section 1 – General

1.01 INTRODUCTION

The City of Fernandina Beach, as owner, operator, and sponsor of Fernandina Beach Municipal Airport (FBMA), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at FBMA has established certain requirements for commercial aeronautical entities to ensure that adequate aeronautical services and facilities are provided to the users of FBMA.

These Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) are the threshold entry requirements for a person or persons, partnership, company, trust, corporation, or other business entity, based on FBMA and/or using FBMA, to engage in one or more commercial aeronautical service or activity to the public at FBMA. These Minimum Standards are to promote fair competition at FBMA, taking into consideration the aviation role of FBMA, facilities that currently exist at FBMA, services being offered at FBMA, and the future development planned for FBMA. The uniform application of these Minimum Standards, containing the minimum levels of service and facilities that must be offered by the service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both established and future aeronautical activity as well as FBMA patrons. All commercial aeronautical operators are provided a level playing field on which they will hopefully prosper while providing excellent service to aviation customers. There is not any prohibition to exceed the minimum requirements in terms of quality of facilities and services provided.

The adoption of these Minimum Standards for Commercial Aeronautical Activities is recommended by the FAA to comply with federal law and regulations that prohibit the granting of exclusive rights to use an Airport that has received federal Airport Improvement Program (AIP) funding. The City of Fernandina Beach will comply with federal law and Federal Aviation Administration (FAA) Advisory Circulars which currently exist for MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES, and EXCLUSIVE RIGHTS AT FEDERALLY-OBLIGATED AIRPORTS, and as those advisory circulars may be amended by the FAA from time to time.

These Minimum Standards are not intended to be all-inclusive, as the operator of a commercial aeronautical venture who is based on or uses FBMA will be subject to additional applicable federal, state and local laws, codes and ordinances and other applicable regulatory measures, including the Airport Rules and Regulations pertaining to all such activities.

1.02 PURPOSE

- Provide a minimum level of services that are offered to the public in connection with the conduct of particular aeronautical activities or services on FBMA
- Provide for the safe conduct of all commercial aeronautical activities at FBMA
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Provide that no entity receives a competitive advantage through less-than-fair and uniform market value use of City facilities
- Promote the economic health of FBMA businesses
- Promote the orderly improvement and development of FBMA

1.03 EXCLUSIVE RIGHTS

Fernandina Beach Municipal Airport Minimum Standards

In accordance with FBMA assurances given to the federal or state government by the City as a condition to receiving federal or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording any person or entity any exclusive right, other than the exclusive use of the land and/or improvements which are specifically set forth in a written lease, permit, or agreement.

1.04 STATEMENT OF POLICY

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify and present ideas for doing business, using FBMA facilities and furnishings, which the City, deems are available for selected aeronautical activity or service. Proposals meeting the Minimum Standards as established by the City and set forth herein for commercial aeronautical activities at FBMA shall be presented to the City Commission for approval. Commercial aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed on a case-by-case basis for such activities and, if accepted and approved by the City, incorporated into the entity's written agreement with the City and into these Minimum Standards by amendment. The City in its sole discretion may distribute a Letter of Interest (LOI) or a Request for Proposal (RFP) for the leasing/use of available FBMA facilities.

A written agreement, lease, or permit, properly executed by the City and a based or local area commercial aeronautical operator is a prerequisite to commencement of FBMA facility and airfield use by any commercial aeronautical activity. Contingent upon its qualifications, its meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees, and charges, commercial aeronautical operators shall have the right and privilege to engage in and conduct the activity or activities specified by written agreement with the City. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City.

The City reserves and retains the right for the use of FBMA by others who may desire to use it, pursuant to applicable federal, state, and local laws, ordinances, codes, standards, and other regulatory measures pertaining to such use. The City further reserves the right to designate specific FBMA areas in which the individual or a combination of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of FBMA.

These Minimum Standards may be included in whole, in part, or by reference as part of all leases, and other agreements between the City and any entity desiring to be based on and/or use FBMA and engage in any commercial aeronautical activities. The rates, fees, and charges applicable to the providers of commercial aeronautical activities are established by the City to make FBMA as financially self-sustaining as possible and be sufficient to cover FBMA costs.

These Minimum Standards are not retroactive and do not alter any existing written agreement properly executed prior to the date of approval of these Minimum Standards and as may be amended that does not provide for application of future revisions of the Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written agreement. In any event, upon expiration of an existing lease, agreement, or permit with the City or if the commercial aeronautical operator desires to materially increase or expand its activities, the commercial aeronautical operator shall then comply with the provisions of these Minimum Standards. Conversely, these Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an agreement that

Fernandina Beach Municipal Airport Minimum Standards

requires an entity to exceed the Minimum Standards. In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease or agreement, the terms of the lease or agreement shall be controlling.

These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City. Minimum Standards shall be reviewed and updated at minimum every five years or as needed to be amended.

The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operation (SASO) in order to maximize facility use and business opportunities. A lease of this nature shall be at the City's sole discretion, and shall be considered to meet any minimum facility requirements as defined in these Minimum Standards.

The City further reserves the right to designate from time to time the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Master Plan and the orderly, safe, and efficient operation and development of FBMA.

1.05 WAIVER OF MINIMUM STANDARDS

No commercial aeronautical operator will be allowed to operate or provide services not in compliance with these Minimum Standards unless unusual circumstances exist which may give cause for consideration of a temporary waiver. The City may, at its sole discretion, waive or modify any portion of the Minimum Standards for any person or entity when it is determined that such waiver is in best interest of the public and will not result in unjust discrimination against other commercial aeronautical operators at FBMA. Any initial waiver will not exceed 12 months. However any waiver may be reviewed annually and extended in sole discretion of City.

1.06 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

The following shall apply to all commercial aeronautical activity or service provider, either a FBO or SASO, at FBMA:

1. Unless otherwise provided by the City, all activities of the commercial aeronautical entity shall be conducted on an area or areas of sufficient size to accommodate all services that the commercial aeronautical operator is approved to perform, allowing for future growth and additional services as contemplated by the City or the commercial aeronautical operator at the time of application, but as limited by the space available on FBMA.
2. Shall conduct its business operations strictly within the areas assigned to it by the City, and its operations shall not in any way interfere with the operations of other commercial aeronautical entities, agencies, or other businesses operating on FBMA, the use of FBMA by the general public, or with any common use areas.
3. Shall provide their services or activities on a fair, equal, and not unjustly discriminatory basis to all users thereof, and they will charge fair, reasonable, and not unjustly discriminatory prices for each unit or services provided. Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of discounts to volume purchasers or users of the service provided. Further, any commercial aeronautical entity will insure that any sub-lessee or subcontractor comply with the provisions of this paragraph.
4. Personnel shall meet all federal, state, and local training and certification requirements applicable to their individual duties and company services.

Fernandina Beach Municipal Airport Minimum Standards

5. Shall control the conduct and demeanor of its personnel and subtenants, as well as to conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators.
6. Shall employ the necessary quantity of trained staff, on-duty management, and supervisors to provide for the efficient, safe, and orderly compliance with its lease, agreement, sublease, or permit.
7. No right or privilege will be granted to any commercial aeronautical entity which would prevent any entity operating aircraft at FBMA from performing any services on its own aircraft with its own direct employees (W-2), including but not limited to maintenance and repair, that it may choose to perform.
8. The City reserves the right to further develop or improve FBMA as it sees fit, regardless of the desires or views of the commercial aeronautical operator, and without interference or hindrance. FBMA shall make every effort to minimize the disruption of normal airport usage during periods of repair or further airport development.
9. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
10. Any fine or penalty imposed on the City by the FAA or other governmental body, resulting from lessee's or permittee's use, operations, and occupancy of the leased premises, will be payable by lessee or permittee.
11. Shall keep current and provide the Airport Manager with applicable point-of-contact(s) and phone numbers for emergency purposes.
12. Shall permit its personnel who drive motor vehicles on FBMA to do so only in accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended, or enacted.
13. Shall keep and maintain its leased premises and all improvements in a neat and orderly condition at all times, and in good and substantial repair, condition, and appearance. Shall keep mowed and in a pleasing condition all landscaping and grass areas within its leased premises.
14. Shall commit no unlawful nuisance, waste, or injury on the leased premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or damage to property on FBMA.
15. Shall refrain from creating or allowing on its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the commercial aeronautical operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.
16. Shall refrain from doing anything which might interfere with the effectiveness or accessibility of FBMA's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in their leased premises.
17. Shall remove or dispose of debris and other waste material, whether solid or liquid, arising from the commercial aeronautical operator's activities. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable metal garbage or waste receptacles equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. Shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal shall comply with all applicable federal, state, and local regulations.
18. No fuels, oils, greases, detergents, or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. Any FBO or SASO, at its sole cost and expense, shall comply with all requests made by the U.S. Environmental Protection Agency (EPA) or other competent governmental authority including, but not limited, to the installation of a grease

and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the EPA or Florida Department of Environmental Protection (FDEP) as applicable.

19. Shall at no time conduct any aeronautical activity on leased property from a structure that would be considered temporary or mobile under Florida Building Codes and applicable City Ordinances without specific approval from the City.
20. Shall maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the FBO or SASO or reserved for their exclusive use.
21. Shall refrain from doing any act or thing upon the FBMA which will invalidate or conflict with any fire, property, or liability insurance policies covering FBMA.
22. Shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the National Fire Prevention Association (NFPA) requirements.

1.07 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

If a commercial aeronautical operator leaseholder desires to sublease space to another person or entity or contracts with an aeronautical operator to provide one or more specialized aviation services, the following conditions shall apply:

1. Lessee must obtain written approval of sublease or subcontractor agreement from the City before allowing sub-lessee or subcontractor to occupy or conduct any form of business from the lessee's leasehold. Said sublease or subcontract shall define the type of business and service to be offered by sub-lessee or subcontractor.
2. Sub-lessee or subcontractor shall also enter into an agreement with the City. Such agreement shall be appropriate to the particular type of services to be provided by sub-lessee or subcontractor. The agreement or permit shall provide for payment by sub-lessee or subcontractor to FBMA of fees pertinent to the types of services offered by sub-lessee or subcontractor unless prohibited by written agreement.
3. Lessee must have the facilities and physical space necessary to support the aeronautical services of his sub-lessee(s) or subcontractor(s). Such facilities and space shall be sufficient to accommodate the lessee's aeronautical service as well as those requirements for any sub-lessee or subcontractor according to these Minimum Standards.
4. The sub-lessee or subcontractor must meet all of the Minimum Standards established by the City for the category or categories of services to be furnished. The Minimum Standards may be met in combination by lessee and sub-lessee or subcontractor. Any sublease or subcontract agreement shall specifically define those services provided by lessee to sub-lessee or subcontractor that must be used to meet the Minimum Standards.
5. Sub-lessee or subcontractor shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered as noted in Section 1.08 and Appendix B. Additionally any sub-lessee or subcontractor shall carry premise insurance.

1.08 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

Insurance amounts as detailed in Appendix B provide a minimum guideline and may not meet the requirements for every commercial aeronautical entity. Each commercial aeronautical entity should make its own analysis to determine if more is needed. Insurance coverage shall be obtained and paid for by the commercial aeronautical operator as required in the coverage and amounts specified by the City. Commercial aeronautical operators shall demonstrate to the City's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. Each policy shall name the City of Fernandina Beach as additional insured. All insurance required shall apply as primary and not in excess of or contributing with other insurance which the commercial aeronautical entity may carry. A Certificate of Insurance or a copy of the insurance policies shall be furnished to the City with each annual

renewal and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The City will provide 90 days advance notice of any changes to the minimum insurance coverage requirement. The types of insurance as noted in Appendix B may be added to or deleted from as determined by the City in its sole discretion.

A commercial aeronautical operator leaseholder shall be required to carry public liability insurance for any sub-lessee or subcontractor or provide a certificate of insurance which shows the entity and the City as named insured, in amounts commensurate with sub-lessee's or subcontractor's individual activities and services, as determined by the City.

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

The Airport Manager is the first person of contact to discuss providing or increasing a commercial aeronautical opportunity at FBMA. At this meeting any prospective commercial aeronautical operator can secure the necessary documents needed to complete the process to become a FBO or SASO at FBMA. Documents available include:

1. Minimum Standards for Commercial Aeronautical Activities
2. Airport Leasing Policy
3. Application for Ground or Facility Lease or Airport Operating Permit
4. Airport Ground Leasehold Development Process
5. Airport Architecture and Building Design Standards
6. Airport Rates and Charges
7. Sample Ground or Facility Lease
8. Airport Rules and Regulations

2.02 QUALIFICATION AND REQUIREMENTS

Any person desiring to conduct a commercial aeronautical activity on FBMA must complete a written application for an Airport Ground or Facility Lease or Airport Operating Permit and submit it to the Airport Manager detailing what aeronautical service or services are to be provided. No processing or approval action is possible until this application is submitted. Such application from any prospective commercial aeronautical operator assists in the City's determination that the applicant is technically and financially able to perform the services proposed. A person or entity shall have such business background and shall demonstrate the business capability to successfully provide the contemplated commercial aeronautical activity as to meet the City's approval. The information presented shall include financial documentation (annual balance sheets and related) to demonstrate the entity's financial capability to initiate operations and/or to construct improvements that may be required to support the proposed operation, or operations, and also indicate the commercial aeronautical operator's ability to operate the contemplated operations, once initiated. In each instance, the City shall be the final judge as to the qualifications and financial ability of the entity. A business plan may be required of entities desiring to operate on FBMA. The City also may request any such additional information as may reasonably be required to evaluate the proposal. Additionally any entity seeking to conduct commercial aeronautical activity at FBMA as a FBO shall demonstrate that it has adequate resources to realize the business objectives agreed to by the City and the entity.

Those commercial aeronautical entities not leasing or subleasing property on FBMA, such as an independent aeronautical operator or an independent service provider, also need to provide appropriate documentation as part of the application process for their proposed operation to secure an Airport Operating Permit. Such independent commercial aeronautical operators shall meet and maintain

compliance with the applicable Minimum Standards for their commercial activity. The City retains the right to restrict or deny such FBMA access if FBMA safety or efficiency is compromised by the existence of the proposed commercial service or activity. Further the City has the right to prohibit use or continued use of FBMA should a lease holding entity offer same or similar services on FBMA. Once an Airport Operating Permit is approved then each year such independent commercial aeronautical operators shall secure an annual renewal of the permit to include providing applicable operational certificates, providing evidence of insurance, and paying any applicable fees.

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

Demonstration of intent to conduct a business operation at FBMA shall be by application to the Airport Manager. The following at minimum must be provided:

1. The legal name of the entity submitting this application and its business name (if different).
2. The address and telephone number of the entity and primary contact person.
3. The names, addresses, phone numbers, and short resume of all owners of five (5) per cent or more equity interest, management control, or debt in the entity.
4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable federal, state, or local operating certificates and licenses held.
5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities.
6. Amount of land to lease.
Building space to lease or facilities to construct.
Will there be any subleasing of building space.
7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same.
9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities.
10. Will there be any hazardous materials located on site. If yes describe.
11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
12. Periods (days and hours) of proposed operation:
13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft.
14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards).
15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process).
16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process).
17. Evidence of a written business plan to include:
 - a. Business projections for the first year by quarter and the succeeding 4 years annualized.
 - b. A current balance sheet and previous fiscal year's balance sheet.
 - c. Methods to be used to attract new business (advertising and incentives).
 - d. Amenities to be provided to attract business.
 - e. Plans for physical expansion, if business should warrant such expansion.
18. Contact information of three references (name, title, company, telephone).

19. Contact information of three credit references (name, title, company, telephone).

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

With a properly submitted application to the Airport Manager, an agreement or lease will then be developed between the entity and the City. Both documents are also presented to the Airport Advisory Commission for its review. The Airport Advisory Commission will develop a recommendation and forward to the City Commission for its final action. This process can take 120 days from the receipt of application.

Applications may be denied for one or more of the following reasons:

1. The applicant, for any reason, does not meet qualifications, standards, and requirements established by these Minimum Standards.
2. The proposed operation or construction will create a safety hazard on FBMA.
3. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to FBMA.
4. There is no appropriate or adequate available space or building on FBMA to accommodate the proposed activity at the time of application.
5. The proposed operation, FBMA development, or construction does not comply or is inconsistent with the Land Development Code, approved Airport Layout Plan, or conflicts with federal, state, or local rules and regulations.
6. The development or use of the land area requested will result in aircraft or building congestion or will unduly interfere with the operation of any present commercial aeronautical operator on FBMA or restrict aircraft access to any commercial aeronautical operator's area.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the FBMA Airport Rules and Regulations, the rules and regulations of any other airport, Florida Department of Aviation (FDOT) aviation regulations, or Federal Aviation Regulations.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City or any lease or other agreement at any other airport.
10. On the basis of current financial information, the entity does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the proposed services.
11. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the City to provide and maintain the business to which the application relates and to promptly pay amounts required under the lease.
12. The applicant cannot provide a performance bond or other adequate security in an amount required by the City to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
13. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the FBO or SASO operation applied for.

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

Once the City Commission has approved the agreement, both parties sign the lease or agreement and rent becomes applicable. In the meantime, with a supporting recommendation from the Airport Advisory Commission, it is usual for a commercial aeronautical operator, if desired, to begin the site development and permitting process. The commercial aeronautical operator shall obtain at its sole expense all licenses and permits necessary for the conduct of the commercial aeronautical operator's activities at FBMA as required by the City or any other duly authorized governmental agency. However,

no construction of any kind shall be commenced at FBMA without final approval from the City, FAA, or any other agency that may have jurisdiction. Any proposed construction or modification of facilities by a commercial aeronautical operator will be subject to the development regulations described in the Airport Ground Leasehold Development Process, the Airport Architecture and Building Design Standards, applicable federal, state, local laws and regulations, Florida Building Codes, applicable City Building Ordinances, NFPA requirements, and conformity with the Airport Master Plan. The City must approve the plans and specifications prior to construction, and also approve the filing by the prospective commercial aeronautical operator of a notice of proposed construction required by FAR Part 77, "Objects Affecting Navigable Airspace," to the FAA (Form 7460-1).

Land that is designated for aeronautical purposes must be developed and used for aeronautical activities only. Non-aviation related activities shall not be allowed in buildings or hangars located on land designated for aeronautical purposes without FAA approval. However the City may, at its option, grant an exemption to permit in conjunction with an aeronautical use a limited non-aeronautical use of the land and facility usually not to exceed 30%. No commercial aviation operator shall be allowed to operate in, from, or around a City owned t-hangar or bulk row storage hangar.

All improvements constructed on FBMA, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the commercial aeronautical operator and the City covering such improvements. If the commercial aeronautical operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the commercial aeronautical operator shall be responsible for extending such services and pavement surfaces to its site at the commercial aeronautical operator's sole expense, unless otherwise negotiated with the City. All such utility services and pavement areas shall be constructed in full compliance with FBMA and FAA standards, as well as applicable City codes.

Section 3 – Fixed Base Operator (FBO)

3.01 GENERAL

A Fixed Base Operator is an entity that provides multiple aeronautical services including aircraft fueling to aircraft owners, airport users, and airport tenants. Only a FBO shall be permitted to sell aviation fuel, lubricants, and other related services to both transit aircraft operations and operations of aircraft based at FBMA.

3.02 FBO MINIMUM SERVICE LEVEL

1. Aircraft Fueling and Oil Services
2. Aircraft Line Services
3. Aircraft Crew and Passenger Customer Services
4. The following optional services are encouraged, but not required:
 - a. Aircraft Maintenance and Repair
 - b. Aircraft Bulk Hangar Storage
 - c. Flight Training
 - d. Aircraft Rental/Lease

A FBO may subcontract or use third party operators to provide any of the required FBO services or optional services above, with the exception of Items 1 through 3. For these services, a FBO may be permitted to enter into an agreement with a professional aviation services management company, experienced in managing/operating FBO's, to provide day-to-day management and/or staffing. Such management agreement must be approved by the City. The FBO shall remain the responsible party to the City for all decisions related to safety, security, and overall operational issues. A FBO's subcontractors

and third-party operators shall meet or exceed all Minimum Standards applicable for such services performed and must operate from the FBO premise. See Section 1.07 regarding subleases.

3.03 FBO MINIMUM SERVICE STANDARDS

1. Operation
 - a. Shall have premises open and services available every day of the year, except Christmas Day, from 0800-2000.
 - b. Shall be staffed with a minimum of two properly trained and uniformed personnel during normal business hours.
 - c. Shall be available to provide services outside of normal business hours, if requested in advance, or in response to unscheduled required services.
 - d. Shall be able to assist in the removal of disabled aircraft from FBMA's runway and taxiway system in a timely manner.
2. Aircraft Fueling and Oil Services
 - a. Shall provide the sale and into-plane delivery at a minimum 100LL-octane Aviation Gas (Avgas) and Jet A aviation fuels, accepted grades of aviation engine oils and lubricants, and other aviation petroleum products for aircraft that regularly operate at FBMA.
 - b. Shall deliver fuel to aircraft utilizing at least one Jet A refueling vehicle with a capacity of 2,000 gallons and one Avgas refueling vehicle with a capacity of 500 gallons.
 - c. Shall demonstrate satisfactory arrangements to purchase fuel, oil, and aviation lubricants in such quantities as is necessary to meet expected demand.
 - d. Shall provide properly trained personnel in the safe and proper handling, dispensing, and storage of aircraft fuel using equipment provided by the FBO.
 - e. Shall operate a fixed fuel storage facility which shall contain safety fixtures and filtration systems to ensure aircraft fuel quality in accordance with all Environment Protection Agency (EPA) regulations including proper fuel spill prevention features and containment capabilities. In addition, shall provide an approved fuel Spill Prevention Countermeasure and Control (SPCC) Plan to the Airport Manager or be properly coordinated into the Airport's SPCC Plan.
 - f. In addition to into-plane delivery may provide self-fueling facility for public use and such equipment must be in compliance with applicable state and local regulations and standards, and comply with fueling equipment requirements listed in this section.
 - g. Shall comply with all applicable local, state, and federal environmental statutes and regulations regarding storage tanks, disposal of waste oil and other potentially hazardous substances, and for the refueling of all aircraft and vehicles.
 - h. All equipment used for the storage, handling, and/or dispensing of petroleum products must meet all applicable federal, state, and local safety and fire codes, regulations and standards, NFPA requirements for aircraft fueling operations, and the appropriate FAA Advisory Circular.
 - i. All dispensing equipment shall be equipped with reliable metering devices subject to an independent inspection of the Motor Fuels Section of the Florida Department of Transportation and must be capable of servicing, in an efficient and safe manner, all types of aircraft. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. A copy of each such inspection must be provided to the Airport Manager.
 - j. All fueling services and systems shall be subject to routine inspection for fire and other hazards by the City, the FAA, and the appropriate state and local fire agencies.
 - k. Quality control of the fuel is the responsibility of the FBO.
 - l. Complete dated records shall be kept with regard to all maintenance activities conducted on fueling equipment and mobile refueling vehicles.
 - m. Shall maintain current fuel reports on file and available for auditing at any time by the City, the FDOT, or the FAA or other applicable agencies.
3. Aircraft Line Services

- a. Shall provide ramp assistance including the parking, tie-down, ground handling, and storage of aircraft including ropes or other types of restraining devices and wheel chocks for aircraft based or normally transiting FBMA.
- b. Shall provide adequate loading/unloading and towing equipment to safely and efficiently move aircraft to include aircraft tug(s) that can accommodate aircraft based or normally transiting FBMA.
- c. Shall provide proper equipment as may be required to service and support aircraft based or normally transiting FBMA such as inflating aircraft tires, changing engine oil, washing aircraft windscreens, recharging aircraft batteries, and starting engines and performing minor repairs not requiring a certified mechanic. Shall have ground power starting capability.
- d. Keep the ramp well maintained, clean, and free of foreign object debris (FOD).
4. Aircraft Crew and Passenger Customer Services
 - a. Shall provide a flight planning area with appropriate communication facilities for complete flight planning including weather communication links separate from other public areas.
 - b. Shall provide a minimum of one courtesy vehicle available for customer use.
 - c. Shall provide appropriate concierge services and/or referral services as may be required to pilots and users and maintain local ground transportation contacts.
 - d. Shall have available basic pilot supplies.
5. Optional Services
 - a. Shall meet Minimum Standards for like category of SASO as to equipment and services.

3.04 LAND AND IMPROVEMENTS REQUIREMENTS

1. Shall lease land area at a minimum of four acres (174,240 square feet) to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking. Parking requirements will be in accordance with City code.
2. Shall lease or construct on the leased premises a public use operations building(s) and related improvements not less than 3,200 total square feet to sufficiently accommodate all activities and operations proposed, as approved by the City. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, pilot's lounge separate from public waiting area, classroom/training room and/or conference room, storage, and public restrooms. Also provide snack food and beverage machines and public use telephone.
3. If optional services for aircraft maintenance and repair and/or aircraft bulk hangar storage is offered then shall lease or construct a hangar facility not less than 4,800 square feet with properly lighted space to perform maintenance work, aircraft storage, parts storage.
4. Any facility(ies) provided shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances.
5. Shall provide sufficient ramp area to support all activities of the FBO and all approved subtenants.
6. Shall lease or construct a separate, above ground or approved underground, aircraft fuel storage facility in a designated area with a minimum 10,000 gallons 100LL/Avgas and 10,000 gallons Jet A. Such facility may offer self-serve capability for either or both fuel products sold. Such facility and all improvements shall, at the FBO own expense, be maintained in a presentable condition consistent with good business practices and in accordance with the appropriate rules and regulations at the time of construction and any mandated changes.

3.05 INSURANCE

See Section 1.08 and Appendix B for insurance coverage requirements for a FBO operation on FBMA.

Section 4 – Specialized Aviation Service Operation (SASO)

4.01 GENERAL

A Specialized Aviation Service Operation (SASO) is a person or entity that provides a single or limited number of commercial aeronautical services and activities, and shall comply with the Minimum Standards for the specific service or activity described in this section. A SASO may not sell fuel.

Whenever a SASO conducts multiple activities pursuant to one lease, permit, or agreement with the City, and the Minimum Standards for one of the commercial aeronautical operator's activities are inconsistent with the Minimum Standards for another of the commercial aeronautical operator's activities, then the Minimum Standards which are more stringent, and/or more protective of the public's health, safety, and welfare, shall apply. When one or more activity is conducted, the minimum requirements may vary depending on the nature of each activity or combination of activities, but shall not necessarily be cumulative but will be required to obtain insurance for all exposures.

Nothing contained herein shall convey or imply an exclusive right of operation by any such commercial aeronautical entity. The City reserves the right to consider any and all other type services and activities not otherwise described herein as a SASO.

A SASO may sublet from a FBO or another SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial entity on FBMA. See Section 1.07 regarding subleasing.

4.02 SASO – AIRCRAFT MAINTENANCE AND REPAIR SERVICES (Airframe, Power Plant, Propeller, Radios, Instruments, and Accessories)

An aircraft maintenance and repair services SASO engages in a business capable of providing a service, or combination of services which otherwise may require FAA certification for the repair of aircraft airframe (major and minor), power plant, propellers, radios, instruments, and accessories for general aviation aircraft. This category shall also include the nonexclusive sale of aircraft parts and accessories. A SASO in this category may provide full service maintenance and repair services, individual services, or a combination of services. Usually this type of repair is performed on the aircraft, although it may also include bench repair of items removed from an aircraft that are intended for replacement on that aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, Federal Communications Commission (FCC), or other appropriate agency which are applicable to the operation or services contemplated.

6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring the SASO services.
8. At the SASO discretion, but strongly encouraged, provide on-call emergency service capability.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.03 SASO – AIRCRAFT COMPONENT AND SUPPORT SERVICES (ancillary aircraft ground services such as aircraft stripping/painting, aircraft salvage, refurbishing, upholstery)

An aircraft component and support services SASO engages in the business of aircraft support services such as aircraft painting, aircraft salvage, refurbishing, upholstery, and similar aircraft components and support services. This category of commercial aeronautical operator also includes the nonexclusive sale of new and/or used components described above.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air-conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, or other appropriate agency which are applicable to the operation or services contemplated.
6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person currently certificated as a FAA rated repairman or inspector as appropriate to the services to be offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. Any stripping/painting provided must be with a proper spray booth and comply with all federal, state, and local regulations pertaining thereto.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.04 SASO – FLIGHT TRAINING

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability.
4. Shall have available for use in flight training, either owned or leased by and under exclusive control of the SASO not less than one aircraft properly equipped and maintained, and FAA certified for flight instruction.
5. Shall have in its employ or under contract, and on duty as required during operating hours, currently FAA certificated instructor pilots and ground instructors in sufficient numbers as may be required, but never less than one instructor/pilot, to meet the demands of the number of students expected to be engaged in such flight training.
6. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.05 SASO – AIRCRAFT LEASE/RENTAL

An aircraft lease/rental SASO engages in the lease or rental of aircraft to the public for compensation.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide

telephone availability.

4. Provide, and at all times maintain not less than one aircraft, owned or leased by and under exclusive control of the SASO, properly equipped and maintained aircraft and FAA certified for rental.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot to provide demonstration and check rides for any aircraft it intends to lease or rent.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

An aircraft charter and/or an air taxi service SASO engages in the business of providing air transportation of person and/or property, to the general public for hire, on demand, either on a charter basis or as an air taxi operator, as currently defined in the FAR Part 135 “Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft,” or as may be supplemented or amended from time to time.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall have and maintain during the term of the tenancy at FBMA, an air taxi license (refer to FAR Part 135) and shall operate in conformance with all appropriate FARs including but not limited to FAR Part 135 as amended.
5. Shall provide not less than one aircraft properly maintained and currently certified under FAR Part 135, either owned or under written lease to the SASO, all of which must meet the requirements of the FAA air taxi commercial operator certificate held by the SASO. Any multi-engine aircraft shall be certified for instrument operations.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person who hold current FAA commercial pilot certificate with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. Shall provide dispatch capability within six hours of a customer request.
7. Employ one person with experience and ability to provide charter quotes, schedule and dispatch support, and customer service.
8. Make satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, etc.
9. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the

SASO services.

10. Charter and non-scheduled air taxi companies, not regularly based at FBMA, but who are providing service to and from FBMA, are not subject to these Minimum Standards, but must comply with the Airport Rules and Regulations.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.07 SASO – AIRCRAFT SALES (NEW AND/OR USED)

An aircraft sales SASO engages in the sale of new and/or used aircraft through brokerage, ownership, franchise, or licensed dealership or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or otherwise, and provides or provides access to such repair, services, and parts, as may be contractually required, to meet any guarantee or warranty on new and/or used aircraft sold by it.

- A. **NEW AIRCRAFT SALES:** An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships, if required by local, county, or state authority, or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or used aircraft.
- B. **USED AIRCRAFT SALES:** Many companies engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft, i.e. brokering, assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, storage, and public restroom. Also provide telephone availability.
4. A dealer of new aircraft shall hold an authorized factory sales or distributor franchise or sub-dealership. All aircraft dealers shall hold applicable licenses or permits that may be required by any law or regulation.
5. A dealer of new aircraft shall have available or on-call at least one current FAA certificated and airworthy model demonstrator for the aircraft in its authorized product line. A new aircraft dealer shall be able to provide for demonstration of additional models of the manufacturer for which a dealership is held.
6. Dealers of used aircraft shall have reasonable access to aircraft offered for sale for purpose of demonstration.
7. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, or be able to obtain within eight hours of a request a fully qualified pilot for the aircraft to be demonstrated.
8. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
9. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.08 SASO - AIRCRAFT HANGAR STORAGE

An aircraft hangar storage SASO engages in the rental of space within conventional, open-bay, bulk hangars for the temporary or long-term parking or storage of aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including a restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space(s).
4. Shall have his facilities available for the tenant's aircraft removal and storage on a continuous basis.
5. Shall determine which party is responsible for the tenant's aircraft removal and storage on a continuing basis.
6. Shall employ trained personnel to meet all requirements for the storage of aircraft with appropriate equipment and on site during all aircraft operations.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.09 SASO – AIRCRAFT MANAGEMENT SERVICES

An aircraft management service SASO engages in the operational management of based aircraft for specific aircraft owners. Typically, an aircraft management service operator ensures or provides aircraft maintenance coordination, storage, dispatch, aircrew assignment, and ground servicing for these aircraft. An aircraft management service SASO may choose not to own or exclusively lease the aircraft to be managed and would therefore be prohibited from self-fueling such aircraft. Copies of management services agreements between the aircraft owner and the SASO must be furnished to the City.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall provide and have based upon its leasehold properly certificated and maintained aircraft.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, and all pilots must hold current FAA commercial pilot certificates with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. The SASO shall provide reasonable assurance of the continued availability of qualified operating crews within

- a reasonable notice period.
- 6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
- 7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

A specialized commercial flying service SASO engages in air transportation for hire for the purpose of providing the use of aircraft for activities including, but not limited to the following:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
2. Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising.
4. Aerial photography, mapping, or survey.
5. Aerial fire fighting.
6. Power line or pipeline patrol.
7. Airborne mineral exploration.
8. Aerial ambulance.
9. Any other operations specifically excluded from FAR Part 135.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space.
4. Shall provide and have based on its premises, owned or leased by and under exclusive control of the SASO, a minimum of one airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Florida with respect to the type of operations to be performed.
5. Shall provide evidence of all applicable FAA and other government agency certificates for services being provided.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. In the case of crop-dusting or aerial application, the SASO shall make suitable arrangements and have such space available in its leased area for the safe loading and unloading and storage and containment of noxious chemical materials and that it is properly licensed by the Florida Department of Agriculture for aerial application in the State of Florida.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

NOTE: With prior permission of the City, some requirements above may be satisfied by a sublease of such space from an existing SASO or FBO or through an aeronautical operator agreement for existing

facilities, if available, from the City. See Section 1.07 regarding subleasing.

4.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

An independent aeronautical operator SASO requires the use of an aircraft to conduct its commercial aeronautical activity at FBMA, however, the independent aeronautical operator does not have commercial tenancy on FBMA. This SASO provides a single-service aeronautical activity on FBMA and may include, but is not limited to, sightseeing; flight instruction; aerial advertising; aerial photography, mapping, or survey; power line or pipeline patrol; firefighting or fire patrol; fish spotting; airborne mineral exploration; aerial ambulance; aircraft broker/dealer; aircraft rental; aircraft charter.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport or a tie down space since all other activities of the business are normally conducted off the airport. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business on FBMA. In no case shall a City owned t-hangar or bulk row storage hangar be used to operate a commercial operation on FBMA. However a properly permitted independent aeronautical operator SASO may use such hangar for aircraft storage only. An independent aeronautical operator SASO may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA. See Section 1.07 regarding subleasing.

A person holding a current FAA flight instructor certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an aircraft owner in the aircraft owner's aircraft, shall not be deemed a commercial aeronautical operator.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial aeronautical activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide equipment and services required to meet the Minimum Standards as herein described elsewhere in Section 4 for the category of aeronautical activity the SASO is performing.
3. Shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except multiple uses can be made of all aircraft owned or under lease by the SASO.
4. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
6. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.12 SASO – INDEPENDENT SERVICE PROVIDER

An independent service provider SASO is a person or entity on FBMA that does not require an aircraft and does not operate from owned or leased property on FBMA. Examples of independent service

Fernandina Beach Municipal Airport Minimum Standards

provider include but are not limited to: certified mechanics and inspectors, aircraft detailers, prop balancing, and oil recyclers.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport to conduct its commercial aeronautical business. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business upon FBMA. A properly permitted independent service provider may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
3. Shall provide sufficient qualified personnel necessary to meet the Minimum Standards for each aeronautical service provided. However, multiple responsibilities may be assigned to employees where feasible.
4. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
5. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

A commercial parachuting and skydiving SASO engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

Minimum Standards

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability. Also within the hangar or building should be an area for parachute rigging.
4. The commercial aeronautical operator shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), FAR Part 105 "Parachute Operations," and related FAA Advisory Circulars.
5. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
6. Shall have available for skydiving, either owned or under written lease to the SASO, at least one properly certificated and equipped aircraft for skydiving.
7. Hours of operation will be at the discretion of the SASO but shall only be daylight hours.
8. Shall have in its employ or under contract and on duty as required during operating hours

trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.

9. Shall have one appropriately rated jumpmaster.
10. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.14 FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, flying clubs are permitted at FBMA but are subject to these Minimum Standards, the Airport Rules and Regulations, federal, state, and local laws and regulations, and other restrictions as may be set forth in an operating agreement. A flying club qualifies as an individual under the FAA grant assurances. As such, a flying club has the right to fuel and maintain the aircraft of its members. All flying clubs desiring to base their aircraft and operate on FBMA must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular commercial aeronautical operator requirements upon satisfactory fulfillment of the following:

Minimum Standards:

1. Shall lease existing property or lease sufficient land area, as approved by the City, to provide all buildings, aircraft parking, paved ramp area, and parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized aircraft apron. Apron shall have tie-down capability for all non-hangared aircraft capable of being tied down.
3. A flying club shall be a non-profit or not-for-profit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. The lease or ownership of the aircraft(s) must be vested in the name of the flying club, or owned on a pro rata basis by all of its members. The property rights of the members of the flying club shall be equal and no part of the net earnings of the flying club will inure to the benefit of any member in any form, such as salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft, facilities, and overhead, if any.
4. Flying clubs may not offer or conduct charter and/or air taxi services, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members owning the aircraft, and only members of the flying club may operate the aircraft. Instruction may be given by a certified instructor member of the flying club or a SASO or FBO based on FBMA authorized to provide flight training. Any properly licensed mechanic who is a regular member of the flying club, or a SASO or a FBO based on FBMA authorized to provide maintenance, is permitted to perform maintenance on aircraft owned by the flying club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than to a member of such flying club, except that a flying club may sell or exchange its capital equipment for replacement.
6. The flying club shall furnish the Airport Manager a copy of its charter and by-laws, articles of incorporation, association, partnership agreement, or other documentation supporting its existence; evidence of the club's status as a nonprofit organization; roster or list of members,

including names of officers and directors, to be revised on an annual basis; evidence of insurance in the amounts determined by the City; number and type of aircraft; evidence that all aircraft are properly certificated; evidence that ownership of the aircraft to be used are vested in the club; and the operating rules of the club. The books and records of the club shall be available for review at any reasonable time by the City.

7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

Appendix A - Definitions

- **Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- **Agreement (or Lease)** – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- **Aircraft** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft (helicopter or gyroplane), balloon, blimp, and ultralight.

- **Aircraft Maintenance** – The inspection, overhaul, repair, preservation, and the replacement of parts. Major repairs include major alterations to the airframe, power plant, and propeller as defined in 14 CFR Part 43 Maintenance, Preventive Maintenance, Rebuilding, and Alteration. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft and their accessories.

- **Airport** – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- **Airport Layout Plan (ALP)** – A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, hangars, roadways, utilities, navigaids, etc.

- **Airport Manager** – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the airport and airport facilities.

- **Airport Operating Permit** – An administrative approval issued by the City of Fernandina Beach (normally not exceeding annually) to a person or entity to conduct an aeronautical or commercial aeronautical activity on the airport.

- **Airport Rules and Regulations** – Rules and Regulations of the airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- **Apron (or Ramp)** – A defined area of an airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- **City** – The City of Fernandina Beach, located in Nassau County, Florida

- **Commercial Aeronautical Activity** – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

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- Commercial Aeronautical Operator – An entity engaging in an activity which involves, compliments, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. A commercial aeronautical operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Services Operation (SASO).

- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.

- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.

- Fixed Base Operator (FBO) – A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction, etc.

- Flight Training – Any primary use of an aircraft to increase or maintain pilot or crewmember proficiency, rather than the use of an aircraft as transportation between two different airports or other destinations. Flight training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.

- Lessee – An entity that has entered into an agreement with the City of Fernandina Beach to occupy, use, and/or develop land and/or improvements and engage in aeronautical or commercial aeronautical activities.

- Master Plan – An assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City Commission, a copy of which is on file and available for inspection in the Airport Manager's office and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

- Minimum Standards for Commercial Activity (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the airport.

- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.

- Regulatory Measures – Federal, state, county, city, and airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.

- Repair Station – A certificated aircraft maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145 "Repair Stations."

- Self-Service – Refers to the refueling, repair, preventative maintenance, towing, adjustment, cleaning, and/or other general services of any aircraft performed by the aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.

- Shall (or will or must) – These words are always mandatory.

- Specialized Aviation Service Operation (SASO) – A commercial aeronautical entity that offers a single or limited service. These types of companies differ from a FBO in that they typically offer only a specialized aeronautical such as aircraft sales, flight training, aircraft maintenance, aircraft rental, or avionics services for example.

- Subcontract – A written agreement stating the terms and conditions under which a third party

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person renders aeronautical services or materials on the airport necessary for the performance of another contract at the airport.

- **Sublease** – A written agreement stating the terms and conditions under which a third party person leases space from a Lessee on the airport for the purpose of providing aeronautical services at the airport.
- **Through the Fence** – The right to have direct access to the airport from private property located contiguous to the airport whereby aircraft located on the private property has direct access to the airport's runway and taxiway system.

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

Minimum Standard Insurance Requirements													Appendix B	
Category >>>	Fixed Base Operator	Aircraft Maintenance & Repair Services	Aircraft Component & Support Services	Flight Training	Aircraft Lease/Rental	Aircraft Charter & Air Taxi Services	Aircraft Sales (New and/or Used)	Aircraft Hangar Storage	Aircraft Management Services	Specialized Commercial Flying Services	Independent Aeronautical Operator	Independent Service Provider	Commercial Parachuting & Skydiving	Flying Club
Insurance Requirement v v v														
Airport Liability with Combined Single Limit (CSL) including Premise Liability NOTE 1	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$100,000/ \$300,000 NOTE 5	\$1,000,000	\$1,000,000
Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury & Property Damage and per Passenger Sub-limits ≥\$100,000 NOTE 1	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000
Hangar Keeper's Liability	\$1,000,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2		\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2
Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and Non-owned	\$1,000,000 per occurrence	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence	
Workers Compensation and Employers Liability	Statutory Limits as required by Florida law NOTE 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3
Pollution Liability with a Combined Single Limit (CSL)	\$1,000,000													
Student and Renter's Liability	If Applicable			YES	YES						If Applicable		YES NOTE 4	If Applicable

NOTE 1: Airport Liability (including Premises), Hangar Keeper's Liability, and Auto Liability can be covered as part of the Aircraft Liability Policy

NOTE 2: As applicable

NOTE 3: Employers Liability shall be not less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, each employee and \$500,000 per occurrence

NOTE 4: Also include individual jumper liability insurance

NOTE 5: Insurance requirement is \$100,000 except for those providers that do actual maintenance on the aircraft which has a \$300,000 insurance requirement

FERNANDINA BEACH MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Initial Adoption October 1, 1987

Amended July 17, 2007

Amended August 21, 2007

Amended September 2, 2008

Amended December 7, 2010

Prepared By:

City of Fernandina Beach

700 Airport Road

Fernandina Beach, Florida 32034

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Introduction

Fernandina Beach Municipal Airport (FBMA-FHB) is municipally owned and operated by the City of Fernandina Beach, Florida as a General Aviation Reliever Airport. These Airport Rules and Regulations (R&R) are intended to promote the health, safety, interest, and welfare of the public in general and in particular the operators, lessees, tenants, consumers, and users of FBMA, and to promote the safe, orderly, and efficient use of the Airport.

These R&R apply to all users, aeronautical and otherwise, of FBMA property, are not all-inclusive, and reinforce and emphasize federal, state, and local statutes, laws, ordinances, and regulations as well as leases and agreements that may apply (see Appendix A - References). In addition the content of Appendixes A and B attached hereto and made a part hereof shall be adhered to by all users of FBMA. In the event of a conflict between these R&R and a lease or other agreement, the lease or other agreement shall govern. Individual Airport users must adhere to the applicable provisions of these R&R and its attached Appendices, as well as any applicable leases and agreements, and all pertinent federal, state, and local statutes, laws, ordinances, and regulations that may be applicable to their operations.

Violations of the R&R may result in revocation of Airport access privileges, denial of use of the Airport, termination of leases or other agreements, and/or prosecution under applicable laws. Perpetration of violation(s) shall be considered as a factor in renewing or not renewing a violator's application or permit/lease renewal. Use of Airport property without approval or in conflict with these R&R is considered a trespass. Nothing in these R&R is intended to preclude any authorized City personnel from taking other action authorized by law. Section 6 of these R&R provides an appeal process to be followed in the event a user of the Airport is aggrieved by the interpretation and application of the R&R.

These R&R may be amended as required, however, every three years an updated revision should be published.

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

- a. By publication of these R&R, all persons based at FBMA will be deemed to have knowledge of the contents herein. Copies of these R&R will be distributed to all tenants and leaseholders, posted at the Airport, and available through the Airport Manager's office.
- b. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these R&R. All persons employed on or using the Airport shall cooperate with the Airport Manager or his designated representatives to enforce these R&R.
- c. Airport tenants/leaseholders shall be responsible for compliance with all requirements of these R&R applicable to them for their exclusive areas and they shall be held liable for any fines, penalties, or other monetary assessments imposed upon the City by any agency having jurisdiction with respect to any violations involving these areas. Any user, who by their intentional or unintentional action or activity, cause the City to be fined, cited, sued, or charged unnecessary fees/fines, will be responsible for reimbursement of said fines/fees upon demand to the City.
- d. Any permission granted by the Airport Manager or the City under these R&R is conditioned upon the payment of any and all applicable fees and charges established by the City.
- e. Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.

1.02 EMERGENCY PROCEDURES AND DIRECTIVES:

- a. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated representative, is empowered to suspend these R&R, or any part thereof, including ordering persons to leave the Airport or portions of the Airport and prevent access to such areas for such time as may be necessary, and to issue such directives and take such actions as is necessary to protect life and property and ensure the safe operation of the Airport. Such directives and actions have the full power of regulation as long as the emergency exists.
- b. In the event of an extreme threat, condition, or event the Airport Manager shall have, in his discretion, the authority to close the Airport in its entirety or any portion thereof to air traffic, to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other aircraft operation.
- c. The Airport Manager may also, in his discretion, temporarily close the Airport due to periods of adverse climatic conditions when such action is considered necessary and desirable to avoid endangering persons or property.
- d. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other entity.

1.03 LIABILITY:

- a. The City shall not be responsible for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God, nor shall the City be liable for injury to persons while on the Airport.
- b. The City, City Commission, Airport, and the Airport Manager, individually and collectively, and their representatives, officers, employees, agents, and volunteers shall be held harmless and shall not be liable for loss, loss of use, damage, or injury to persons or property arising out of any accident, incident, or mishap of any nature whatsoever, or from any cause whatsoever to any individual, aircraft or property occurring on or from the Airport or in the use of any facility situated on Airport property.

1.04 FACILITIES AND PROPERTY:

- a. Operational deficiencies regarding buildings, structures, equipment, utilities, or other property owned by the City shall be reported to the Airport Manager so that repairs, as necessary, may be made in a timely manner.
- b. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval of the City.
- c. Any person causing, or responsible for damage to or destruction of Airport property of any kind, including facilities, equipment, real property, fixtures or appurtenances, shall be required to pay the City for the full amount of said damage. Any such damage shall be immediately reported to the Airport Manager.

1.05 OTHER LAWS:

All applicable provisions of Federal Aviation Regulations (FAR), federal, state, and local regulations, laws, statutes, and/or ordinances now in existence or hereafter promulgated are hereby adopted as part of the R&R for FBMA.

1.06 USE AND ENJOYMENT OF AIRPORT PREMISES:

- a. All FBMA users are required to abide by applicable federal, state, and local statutes and ordinances regarding personal conduct on Airport property.
- b. Any person who causes injury to any person or damages equipment or property on the Airport shall be liable for such injuries and/or damages.
- c. All commercial activities shall be conducted in accordance with the FBMA Minimum Standards for Commercial Activities (Minimum Standards).

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- d. No person may throw, shoot, or propel any object nor shine a light or laser in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport or any vehicle operating on the Airport.

1.07 ENTRY UPON AND USE OF AIRPORT:

- a. Entry into FBMA property shall be through designated gates.
- b. All FBMA users shall observe and obey all posted signs, fences, and barricades regarding activities and demeanor while on the Airport.
- c. Use of any FBMA facility for other than authorized purposes is prohibited.
- d. Nothing herein contained shall be construed to limit the use of any area of the Airport by its employees, approved contractors, or to prevent law enforcement or fire department personnel from acting in their official capacity.
- e. No person, except representatives of the press on duty or during official announcements, shall take still, motion, or sound pictures for commercial purposes on non-leasehold Airport property without first obtaining written permission of the Airport Manager.
- f. No camping is permitted on FBMA without written permission of the Airport Manager.

1.08 ACCESS TO THE AIRPORT OPERATIONS AREA:

- a. No person may, without authorization of the Airport Manager, enter the FBMA Airport Operations Area (AOA) except:
 - 1. Persons under the direct supervision of a tenant or leaseholder
 - 2. Persons or entities and their employees performing aeronautical activities
 - 3. Passengers, under appropriate supervision, who enter for the purpose of enplaning or deplaning an aircraft
 - 4. Visitors to Fixed Base Operations (FBO)
 - 5. Emergency vehicles
- b. Except for entry/exit, all ground vehicle gates will be secured. Vehicle operators using an Airport perimeter gate shall ensure the gate closes prior to leaving the vicinity; additionally, should a vehicle operator observe any suspicious vehicles or persons gain (or attempt to gain) access to the airside, they shall notify law enforcement immediately.
- c. Persons who have been provided an Airport access device or access code for the purpose of obtaining access to the AOA shall use only Airport issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager provides written permission.
- d. No person shall walk or drive on taxiways or runways without written authorization from the Airport Manager.
- e. It shall be the responsibility of a tenant, lessee, or contractor to restrict persons or vehicles to their exclusive use area or leasehold and to establish operating procedures for them, reviewed by the Airport Manager for appropriateness.
- f. No one under 16 years of age will be allowed to enter the AOA except under the direct supervision of an adult or unless visiting an FBO.
- g. No person shall assist an unauthorized individual in accessing the AOA.

1.09 ANIMALS:

- a. Animals, including service animals, are permitted on Airport property only when under the control of their owners/handlers; any waste must be properly collected and removed by the animal's owner/handler
- b. No person shall commit any act to encourage the congregation of birds or other animals on the Airport.

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:

- a. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either

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privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.

- b. Any property, aircraft, or vehicle, determined by the Airport Manager to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner's expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.

1.11 FIREARMS AND WEAPONS:

Firearms are allowed on FBMA only as permitted by state and federal statutes.

1.12 ADVERTISING, COMMERCIAL SPEECH, AND SIGNAGE:

- a. No person shall post, circulate, distribute, or display written or printed materials or signs on Airport property or facilities or on motor vehicles and aircraft without prior written permission from the Airport Manager. However persons approved to be on Airport property may use vehicles on Airport property that display advertising, pictures, or written material.
- b. Airport entry signage or signage in public areas of the Airport must meet specifications of City codes and be approved by the Airport Manager.

Section 2 – Aeronautical Operations

2.01 COMPLIANCE WITH ORDERS:

All aeronautical activities at FBMA shall be conducted in compliance with applicable FARs, federal and Florida statutes, and local ordinances, these Rules and Regulations, Minimum Standards, and directives/resolutions, as currently written or as may be amended from time to time.

2.02 HOLD HARMLESS:

The aircraft owner, pilot, agent, or his or her duly authorized representative agrees to release, discharge and hold harmless the City, its City Commission, the Airport, and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment, and for personal injury or death. The use of the AOA and related facilities shall constitute acceptance of the terms of this provision, these R&R and other Airport procedures and operating directives.

2.03 NEGLIGENT OPERATIONS PROHIBITED:

- a. Aircraft operators shall not land; take off; taxi; or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft owner's responsibility to repair any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.
- b. No person shall operate any equipment or device on the Airport that will interfere with any aircraft radio communication frequency or any aircraft navigational aid.

2.04 AIRCRAFT ACCIDENTS/INCIDENTS, AIRWORTHY, DISABLED, AND DERELICT AIRCRAFT:

- a. The owner or operator of any aircraft involved in an accident or incident on the Airport, resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
- b. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to, wreckage removal/disposal, environmental clean up, and repair or replacement of property.
- c. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practicable.

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- d. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.
- e. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

- a. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following:
 - 1. Experimental Flights (Advance notification to Airport Manager of first flight);
 - 2. Equipment Demonstration;
 - 3. Air Shows;
 - 4. Parachute Operations;
 - 5. Banner Towing Operations (Permit required);
 - 6. Aircraft Type.
- b. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport.

2.06 AIRCRAFT PARKING:

- a. No person shall use any area of the Airport for parking and/or storage of aircraft unless otherwise provided for in a lease or other agreement without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.
- b. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.
- c. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

- a. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as prohibiting the use of tractors, with National Fire Protection Association (NFPA) approved exhaust systems, when moving aircraft within any hangar.
- b. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.
- c. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder the safe operation of the Airport. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.
- d. No full power aircraft engine run-ups are authorized between 2200 and 0700 hours local for maintenance purposes without written approval of the Airport Manager.

2.08 AIRCRAFT OPERATIONS:

- a. All aircraft operations shall be conducted in accordance with published FARs.
- b. Aircraft operators will familiarize themselves with published local noise abatement guidelines.

2.09 REPAIRING AND MAINTAINING AIRCRAFT:

- a. Aircraft owners, under self-maintenance operations, are permitted to fuel, wash, repair, or otherwise service their owned based aircraft utilizing their own equipment and their own employees, as outlined in FAR Part 43 "Maintenance, Preventative Maintenance, Rebuilding and Alteration" and/or as identified in provisions of written agreement.
- b. Aircraft maintenance or repair is permitted only on paved areas of the Airport.
- c. No aircraft or aircraft component shall be suspended or lifted utilizing the building or any component of the building.

Section 3 – Fire, Safety and Environment

3.01 GENERAL:

- a. All persons using the Airport shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All activities at FBMA shall comply with applicable state, local, and National Fire Protection Association (NFPA) codes and standards now in existence or hereafter promulgated and not in conflict with FARs. All applicable codes, standards, and recommended practices are hereby adopted by reference as part of the R&R of the Airport. In the event of conflict, Florida Statute 633 and NFPA codes and/or FARs shall prevail.
- c. Any fire causing damage, regardless of the size of the fire or whether or not the fire has been extinguished, shall be reported immediately to the Fernandina Beach Fire Department as well as the Airport Manager.

3.02 SMOKING:

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices, such as lighters, are not permitted:

- a. Within 50 feet of parked aircraft and fuel carriers not in motion; within 100 feet of aircraft being fueled or de-fueled, a fuel storage facility, or a flammable liquid spill;
- b. In any area on the Airport where smoking is prohibited by the City or leaseholder by means of posted signs;
- c. In any hangar, shop, or other building in which flammable liquids are stored or used, except in cases where specifically approved smoking areas have been designated for that purpose.

3.03 FIRE EXTINGUISHERS:

- a. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall maintain a minimum of one readily accessible, operable fire extinguisher that shall conform to applicable NFPA standards. Current inspection tags shall be left attached to each unit.
- b. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention.

3.04 OPEN FLAME OPERATIONS:

- a. The use of any equipment employing open flames or sparks within any aircraft storage area is prohibited. This excludes open flames utilized by lessees and tenants in the performance of aircraft maintenance approved by agreement.
- b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, engine testing, and all operations involving open flames shall be restricted to the repair shops. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

3.05 STORAGE OF MATERIALS:

- a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to constitute a hazard to persons or property, obstructing any operation, littering, or in such a manner as to create any unsightly appearance.
- b. Storage of materials or equipment except for hoses attached to water spigots shall not be permitted outside buildings or hangers unless under approved sheds, within designated storage areas, or in designated parking areas.

3.06 HAZARDOUS WASTE AND MATERIALS:

- a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.
- b. No more than five gallons of fuel in a container shall be stored in any building or structure on the Airport at any time. An approved fuel container shall be used at all times.
- c. All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings and only those hazardous materials used in the maintenance of aircraft, engines, and components may be stored and utilized on the Airport.
- d. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.
- e. All persons on the Airport shall keep all premises, including floors, leased, or used by them, clean and clear of accumulation of oil, grease, and other flammable material and free of rags, waste materials, or other trash or rubbish or accumulated debris.
- f. Gasoline, oil, and solvent drums or receptacles shall not be stored within aircraft and/or vehicle operating areas nor be in excess of that required as current stock. Such materials shall be kept enclosed and covered in clearly marked and labeled housing.
- g. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
- h. No volatile substances such as fuels, grease, oil, dopes, acid, flammable liquids, solvents and other cleaning fluids, paints and contaminants of any kind, may be stored inside t-hangars, bulk hangar facilities, or other leased property from the City used for storage of aircraft unless included as part of a rental agreement or lease.
- i. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.
- j. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.
- k. Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100⁰ F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.

3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:

- a. No paint, varnish, or lacquer spraying of aircraft or motor vehicles is permitted inside any building or hangar on the Airport unless such facility was properly designed and constructed for such activity. Hand-held aerosol containers or a small air compressor powered automotive type touch up spray gun not to exceed 7 oz. capacity may be permitted for paint touchup, used outside and in a no wind situation, with the specific written approval of the Airport Manager.
- b. The use of "dope", cellulose, nitrate, or cellulose acetate dissolved in volatile flammable solvents, within any hangar is prohibited.

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:

- a. Each person while on Airport property shall conduct his/her activities so as to not cause litter, environmental pollution, or unsanitary conditions.
- b. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter, or particulates to be emitted into the atmosphere or be carried by the atmosphere. Exceptions include normal emissions from internal combustion engines, jet engines, smoke from cigarettes, cigars, or pipes, or aircraft maintenance activities.
- c. Aircraft may not be washed with running water in hangars.
- d. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants anywhere on the Airport is responsible and shall take appropriate action in the control, containment, clean up, disposal, and rehabilitation of such hazardous spill. Failure to take appropriate action to clean the area shall result in the City providing the cleanup at the expense of the responsible party. If the responsibility for the spill cannot be promptly determined, the leaseholder will be held responsible for the clean up.
- e. Spills, such as, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous, that covers over 10 feet in any direction or is over 50 square feet in area, continues to flow or is otherwise a hazard to persons or property require notification to the Fernandina Beach Fire Department as well as to the Airport Manager. The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.
- f. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted to the spill area.
- g. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and matches, except in receptacles specifically provided for such purpose.
- h. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind is prohibited. With prior written permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.
- i. Any person discarding chemicals, paints, oils, batteries, or any products, which may not be discarded in a routine manner, will adhere to all applicable federal, state, and local laws and regulations.
- j. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary sewer system or storm drain system.
- k. No person shall dispose of any fill or building, discarded, or waste materials on Airport property except as approved in writing by the Airport Manager and appropriate City authorities.

3.09 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:

- a. Extension lights and all portable and mobile lighting equipment used in and around aircraft hangars, shops, buildings, and other areas on or near combustible materials shall be explosion proof and meet NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- b. All power operated equipment or electrical devices including hangar interior lights shall be shut off when not in use.
- c. A low current, constant current/constant voltage, or demand type battery charger with a maximum short term output charge rate exceeding seven amps, or a continuous trickle charge rate exceeding two amps, may not be used when an aircraft is located inside or partially inside a hangar.

3.10 HEATING EQUIPMENT:

- a. All heating equipment and fuel burning appliances installed or used on FBMA shall comply with the requirements of the State of Florida and the Florida Fire Prevention Code.
- b. Space heaters may be utilized when attended in hangars so long as the heater has a clear radius of 10 feet from aircraft, or any other object, and fire prevention/safety measures are observed.

Section 4 – Fueling Operations

4.01 GENERAL:

- a. All fuel handled on the Airport shall be treated with due caution and prudent attention with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or property.
- b. All aircraft fueling operations, including self-fueling, shall be in accordance with NFPA 407 “Standards for Aircraft Fuel Servicing.”
- c. No aircraft shall be fueled or drained of fuel while within the confines of any building, hangar, or enclosed space.
- d. Fueling of aircraft is allowed only on paved surfaces.
- e. In accordance with FAA Order 5190.6B “Airports Compliance Handbook,” any person self-fueling with their own equipment requires authorization and permit from the Airport Manager confirming compliance with all orders, procedures, standards, and these R&R regarding fueling operations.
- f. Airport tenants involved in fueling operations, including those self-fueling, shall maintain an adequate supply of fuel absorbent materials readily available for use in the event of a fuel spill.
- g. No person shall engage in aircraft fueling or de-fueling without readily accessible, adequate, operational fire extinguishing equipment at the point of fueling.
- h. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any terminal building, hangar, or service building.
- i. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 100 feet of such aircraft or vehicle.
- j. No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open, and a flight crew member or ground person is at or near the cabin door.
- k. Fueling or de-fueling operations on the Airport shall not be conducted during periods of dangerous thunderstorm activity or if an electrical storm is observed within three statute miles of the Airport.
- l. Should a fire occur during the fueling of an aircraft, fueling shall be discontinued, all emergency valves and dome covers shall be shut down, and the Fire Department notified immediately.

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- m. Any malfunction or irregularity detected on or within the aircraft being refueled or de-fueled shall be brought to the attention of the fueling operator immediately.

4.02 ENGINE OPERATIONS:

- a. No aircraft shall be fueled or de-fueled while one or more of its engines are running or is being warmed by external heat.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- c. Combustion heaters on aircraft e.g., wing & tail surface heaters, integral cabin heaters, shall not be operated during fueling operations.

4.03 STATIC BONDING:

- a. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft, including self-fueling, shall be maintained in good condition and be properly bonded.
- b. A conductive funnel shall be used to reduce the chance of spillage during fueling operations, when a hose with an approved nozzle is unavailable. When a funnel is used, it shall be kept in contact with the filler neck as well as the fueling nozzle spout during fueling operations.

4.04 LIABILITY:

- a. The fueling operator, tenant, or lessee shall be solely responsible for any violation incident to or in connection with fueling, storage facilities, equipment, operations, and training. The City assumes no liability or responsibility for violations of any applicable fueling requirements and procedures.
- b. The operator, tenant, or lessee shall reimburse the Airport for any fines, legal, or court costs, incurred by FBMA for such violations.

Section 5 – Motor Vehicles

5.01 GENERAL:

- a. All motor vehicles and their operators on the Airport shall comply fully with the State of Florida motor vehicle laws as amended, these R&R, and instructions issued by law enforcement personnel.
- b. Unless otherwise provided herein, the City shall have the authority to establish regulations regarding motor vehicle traffic and control on FBMA.
- c. The Airport Manager may tow, remove, or cause to be removed from the Airport any vehicle that is disabled, abandoned, and/or parked in violation of these R&R at the vehicle operator's risk and expense and without liability for damage that may result from such removal if the vehicle creates a safety hazard or interferes with Airport operations.
- d. Any person causing death or injury on the Airport or damage to Airport property as a result of a motor vehicle accident or incident shall report the accident or incident immediately to the Fernandina Beach Police Department as well as the Airport Manager. Such persons shall be responsible to the City for any damages to City property.
- e. Use of all-terrain vehicles, mini-bikes, go-carts, roller blades, roller skates, skateboards is not permitted on the Airport.
- f. Use of bicycles for transportation between buildings is permitted within hangar areas.

5.02 LICENSING AND INSURANCE:

- a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid operator's license appropriate for the vehicle being operated.
- b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Florida statutes.

5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:

- a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.
- b. Speed limits shall not exceed 10 mph on ramps, aprons, in aircraft parking or hangar areas, and other areas of the AOA unless posted.
- c. All motor vehicles on the Airport shall be operated on roadways or paved surfaces when traveling to/from/between aircraft parking areas, hangar areas, and tenant facilities.
- d. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle's operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.
- e. Pedestrians, aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.
- f. No person shall operate a motor vehicle in any hangar that is occupied by an aircraft on the Airport unless its exhaust is protected by screens and baffles pursuant to NFPA guidelines.
- g. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of emergency.
- h. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping there from.

5.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS:

- a. All motor vehicles operating on or across taxiways or runways shall have a functioning two-way radio (capable of communicating on UNICOM) and an operating yellow rotating flashing beacon, except when under escort by a motor vehicle properly authorized and equipped. During an emergency, blue/red flashing lights are acceptable for law enforcement and fire and rescue vehicles.
- b. The installation of two-way radio and/or flashing beacon shall not be construed as license to operate a motor vehicle on the taxiways or runways without prior written permission of the Airport Manager.
- c. Motor vehicles permitted to operate on the Airport will not proceed closer than 250 feet from the centerline of the runways nor across any of the runways prior to visually clearing for aircraft taking off or landing.
- d. When parking adjacent to a runway, all motor vehicles must park at least 250 feet to the outside of the runway lights. Exceptions include operational, agricultural, and maintenance equipment engaged in working on runways.
- e. Construction-related motor vehicles required to enter or work within the AOA, will be marked with an approved orange and white-checkered flag for daytime operations or a yellow beacon for nighttime operations. Non two-way radio capable construction vehicles shall be escorted at all times while within the AOA by an Airport authorized vehicle or flagman equipped with two-way radio.

5.05 PARKING:

- a. Short-term (less than 24 hours) motor vehicle parking is available only in the unpaved vehicle parking lot on Airport Road. Long-term (more than 24 hours up to 30 days) parking may be permitted in the paved vehicle parking lot on Airport Road. Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner's expense.
- b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.

Fernandina Beach Municipal Airport Rules and Regulations

- c. No person shall use any public parking area to temporarily or permanently store any type of motor vehicle.
- d. Boats, jet skis, snowmobiles, dune buggies, any cars including race cars and antique cars, recreational vehicles, trailers, and like equipment may not be permanently parked or stored on FBMA, including within hangars, unless permitted by written agreement or with written permission of the Airport Manager.
- e. Attended vehicles shall be parked parallel to the t-hangar. One vehicle only may be parked inside a t-hangar when hangar is empty and aircraft is not on the Airport. Additional motor vehicles shall park in long-term parking or other designated areas.
- f. Bulk hangar tenants shall park their motor vehicles in designated areas at their hangar.

5.06 REPAIR OF VEHICLES:

No person shall clean or make any repairs to motor vehicles anywhere on the Airport; except as may be approved by the Airport Manager for minor repairs.

Section 6 – Conflict Resolution Process

6.01 VIOLATIONS:

The Airport Manager may issue verbal or written violation notices to any tenant or operator and agents or employees who, in his discretion, violates any part of these R&R.

6.02 APPEAL PROCESS:

- a. Anyone issued a written notice of violation who wishes to contest such issuance shall have ten (10) calendar days from such notice to provide a written statement to the Airport Manager explaining the occurrence and providing any other information or explanation concerning the alleged violation(s). The Airport Manager has ten (10) calendar days to respond to any request for review based upon information received from the alleged violator and, if applicable, may revise, amend, or rescind his original violation notice. However, should the Airport Manager, in his discretion, conclude that the alleged violation(s) poses a threat to the safety, health, and welfare of others, may temporarily revoke the violator's Airport privileges and/or temporarily suspend the Airport operations of the violator pending completion of such appeal.
- b. An alleged violator may file a written request of appeal to the City Manager within ten (10) calendar days of the Airport Manager's written decision. The City Manager, along with the City Attorney, and an appointee of the City Manager, who shall be a Department Director but not the Airport Manager, shall schedule a meeting to review and hear an appeal from the Airport Manager's decision. The Committee shall hear the appeal and have thirty (30) calendar days to issue a written opinion which shall be final and binding on the alleged violator.

Appendix A

REFERENCES

Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition
(commonly called Federal Aviation Regulations – FARs)

Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition

Chapters 1-10, Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

FAA Order 5190.6B – Airport Compliance Handbook

City of Fernandina Beach Code of Ordinances

Nassau County Code of Laws and Ordinances

State of Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:

NFPA Code 403 – Standard for Aircraft Rescue and Firefighting Services at Airports

NFPA Code 407 – Standard for Aircraft Fuel Servicing

NFPA Code 409 – Standard on Aircraft Hangars

NFPA Code 410 – Standard on Aircraft Maintenance

NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Fernandina Beach Municipal Airport Minimum Standards for Commercial Activities

Fernandina Beach Municipal Airport Noise Abatement Procedures

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

State of Florida Department of Transportation, “Florida (Aviation) Guidelines”

Navy Helicopter Operations MOU

Local Operations MOUs

Appendix B

DEFINITIONS

The terms below shall have the following definitions for purposes of these R&R. All other terms not defined below and related to aeronautical practices, processes, and equipment shall be construed according to their general usage in the aviation industry.

- Aeronautical Activity – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- Agency – Any federal, state, or local government entity, unit, agency, organization, or authority.

- Agreement (or Lease or Hangar Rental Agreement) – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- Aircraft – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft, helicopter or gyroplane, balloon, blimp, and ultralight.

- Airport – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- Airport Manager – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the Airport and Airport facilities.

- Airport Rules and Regulations – Rules and Regulations of the Airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- Airport Tenant (Tenant) – Any person or entity based on the property of the Airport possessing an approved lease or agreement with the City; any person or entity with a sublease agreement with an entity based on the Airport possessing a lease or agreement with the City.

- AOA (Airport Operations Area) – The area of the Airport situated within the perimeter fence line, which is used primarily for aircraft parking, taxiing, refueling, landing, takeoff, or surface maneuvering.

- Apron (or Ramp) – A defined area of an Airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- City – The City of Fernandina Beach located in Nassau County, Florida

- Commercial Aeronautical Activity – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- Emergency Vehicle – Vehicle of the police or fire department, ambulance or any vehicle conveying an Airport official or Airport employee in response to an official alarm call.

- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.

Fernandina Beach Municipal Airport Rules and Regulations

- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fire Department – Fernandina Beach Fire Department having jurisdiction and responsibility over the Airport.
- Fixed Base Operator (FBO) – A business granted the right by the Airport sponsor to operate on an Airport and provide aeronautical services such as fueling, hangar space, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.
- Flammable Liquids – A liquid or agent which when in contact with another property or properties may ignite causing a flame.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Fuel Handling – The transporting, delivering, dispensing, storage, or draining of fuel or fuel waste products to or from any aircraft, vehicle or equipment.
- Hazardous Materials – Any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, or board.
- Minimum Standards for Commercial Activities (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.
- Motor Vehicle (or Vehicle) – Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by muscular power or designed to move primarily through the air.
- NFPA (National Fire Protection Association) – All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- Operator (Aircraft or Motor Vehicle) – Any person who is in actual physical control of an aircraft or motor vehicle.
- Operating Directive – Specific written documents detailing approved methods of operations as directed and signed by the Airport Manager. Such will become an addendum of the Airport Rules and Regulations.
- Owner – Any person who holds the legal title of an aircraft or a motor vehicle.
- Permission – A right or approval granted by the Airport Manager under authority delegated by City Manager and/or City Commission.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Police Department (or Law Enforcement) – Fernandina Beach Police Department having jurisdiction and responsibility over the Airport.
- Public Area (or Common Area) – The land and/or improvements at the Airport that is available for use on a non-exclusive basis and not controlled by any leasehold.
- Regulatory Measures – Federal, state, county, city, and Airport, laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Restricted Area – Any area of the Airport wherein entry or use thereof is restricted to authorized personnel only pursuant to regulatory measures, including but not limited to: runways, taxiways, fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks, and any of the areas marked as such with appropriate signage.

Fernandina Beach Municipal Airport Rules and Regulations

- Run-up – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.
- Runway – A defined rectangular surface on an Airport prepared or suitable for the landing or taking off of aircraft. Runways are identified by a broken white centerline, solid white edge lines, and white edge lights.
- Self-fueling or self-service – Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling or other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, a FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to Minimum Standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.
 - Shall (or will or must) – These words are always mandatory.
 - Taxi lane – The portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.
 - Taxiway – A defined path established for the taxiing of aircraft from one part of an Airport to another. Taxiways are identified by a solid painted yellow centerline and blue edge lights.
 - Tie-down Area – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tie-down points are located.
 - UNICOM (CTAF) – A two-way communication system operated by a non-governmental entity on a designated radio frequency to provide Airport advisory information while operating to or from an Airport that does not have a control tower or an Airport when the tower is closed. The Common Traffic Advisory Frequency (CTAF) may be a UNICOM, MULTICOM, Flight Service Station (FSS), or a tower frequency and is identified in appropriate aeronautical publications. While not required for operation at Fernandina Beach Municipal Airport, use is strongly encouraged.

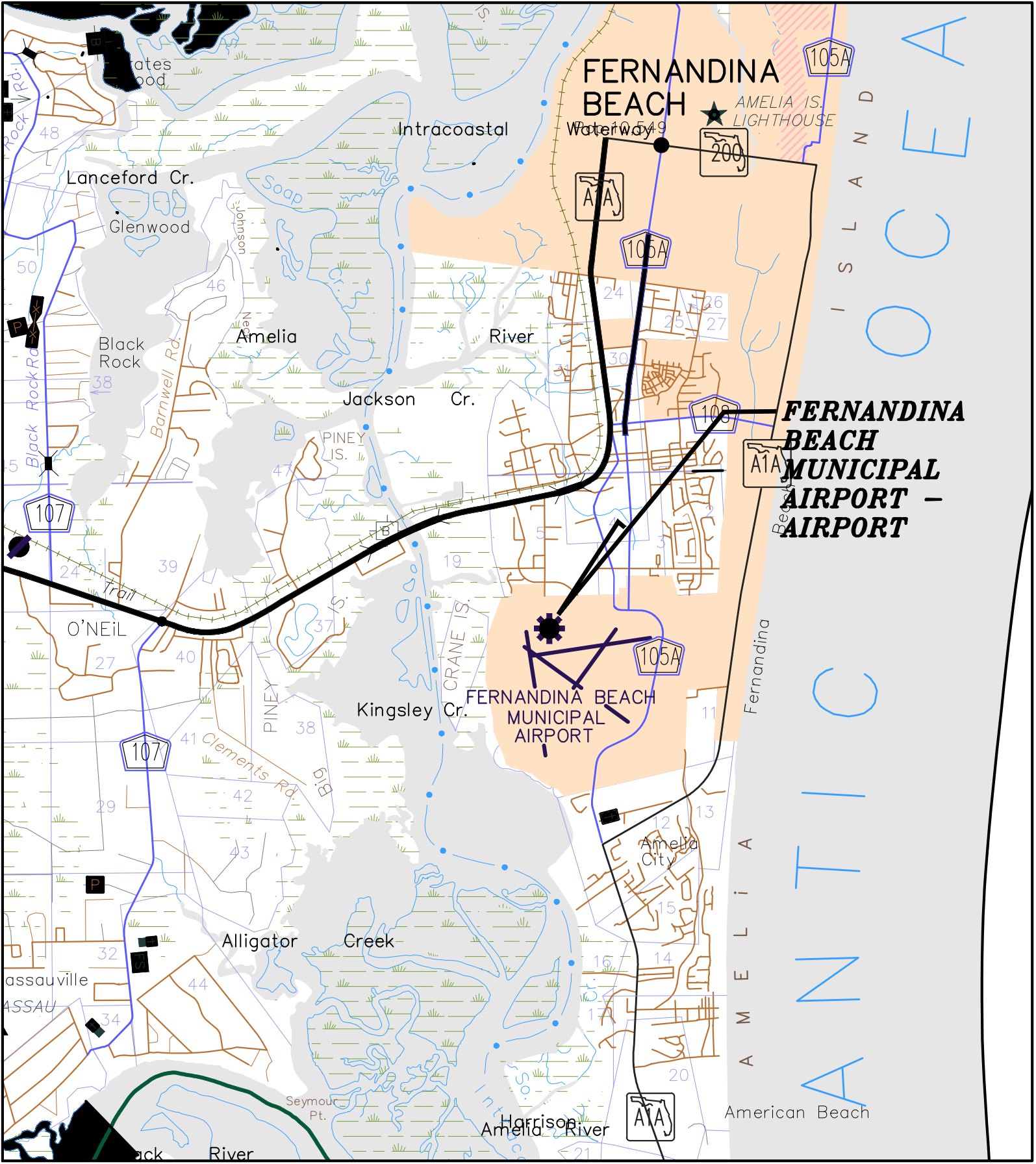
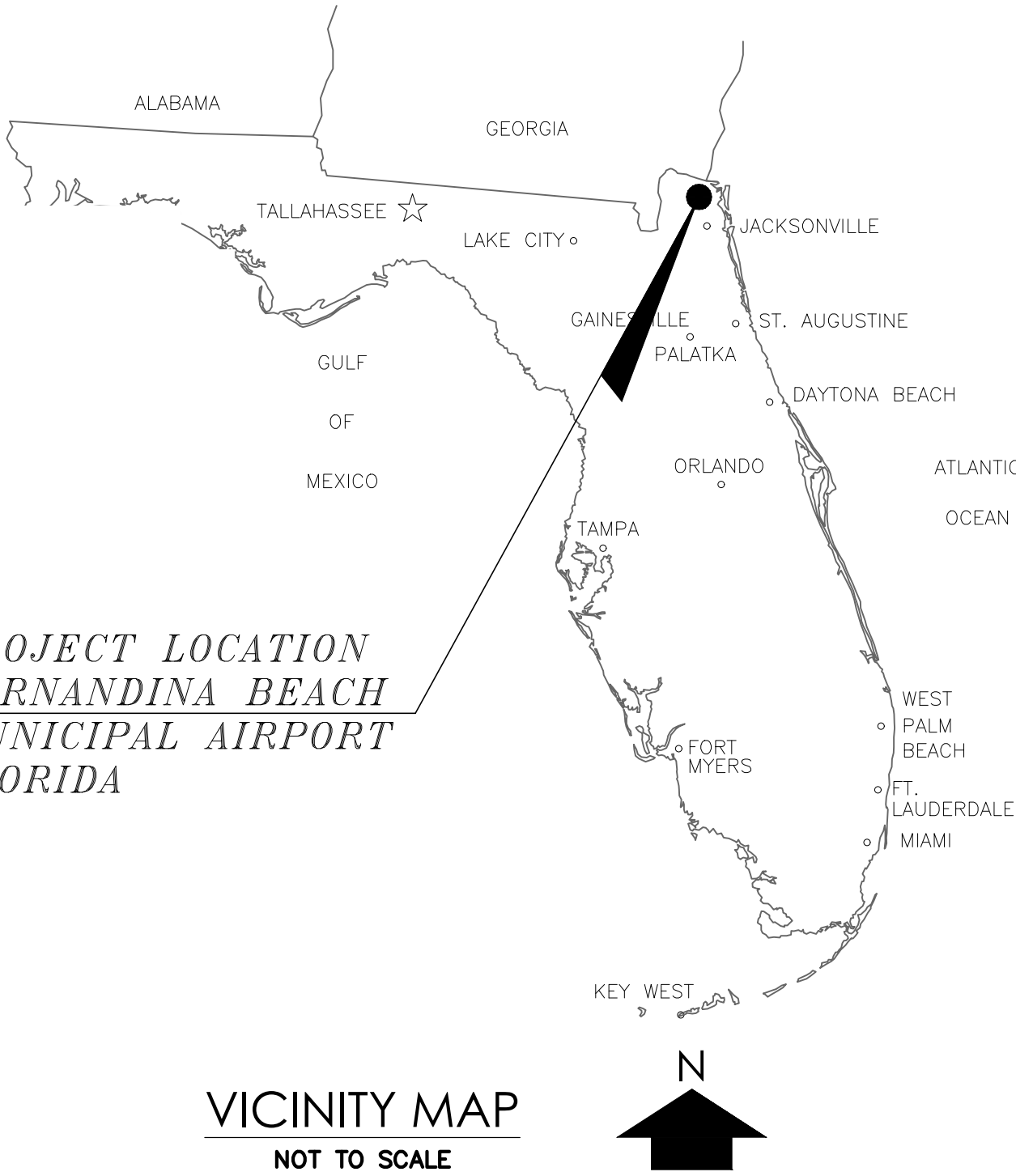
CONTRACT DRAWINGS FOR:

GILTZ & ASSOCIATES, INC.

BOX HANGAR PROJECT

AIRPORT ROAD
FERNANDINA BEACH MUNICIPAL AIRPORT
CITY OF FERNANDINA BEACH, FLORIDA

PROJECT LOCATION
FERNANDINA BEACH
MUNICIPAL AIRPORT
FLORIDA



- **THREE UNIT BOX HANGAR BUILDING**

DECEMBER, 2019

1 RESUBMITTAL SET/ REVISIONS - JANUARY 02, 2020

PASSERO ASSOCIATES
PROJECT NUMBER 20182651.0003

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

INDEX OF TRC DRAWINGS:

COV	-	COVER SHEET
C-100	-	SITE DETAILS
C-101	-	PROPOSED SITE PLAN
C-102	-	DRAINAGE & EROSION CONTROL PLAN
C-103	-	UTILITY SITE PLAN
C-104	-	WATER SPECIFICATIONS
A-200	-	BUILDING ELEVATIONS

Passero Associates

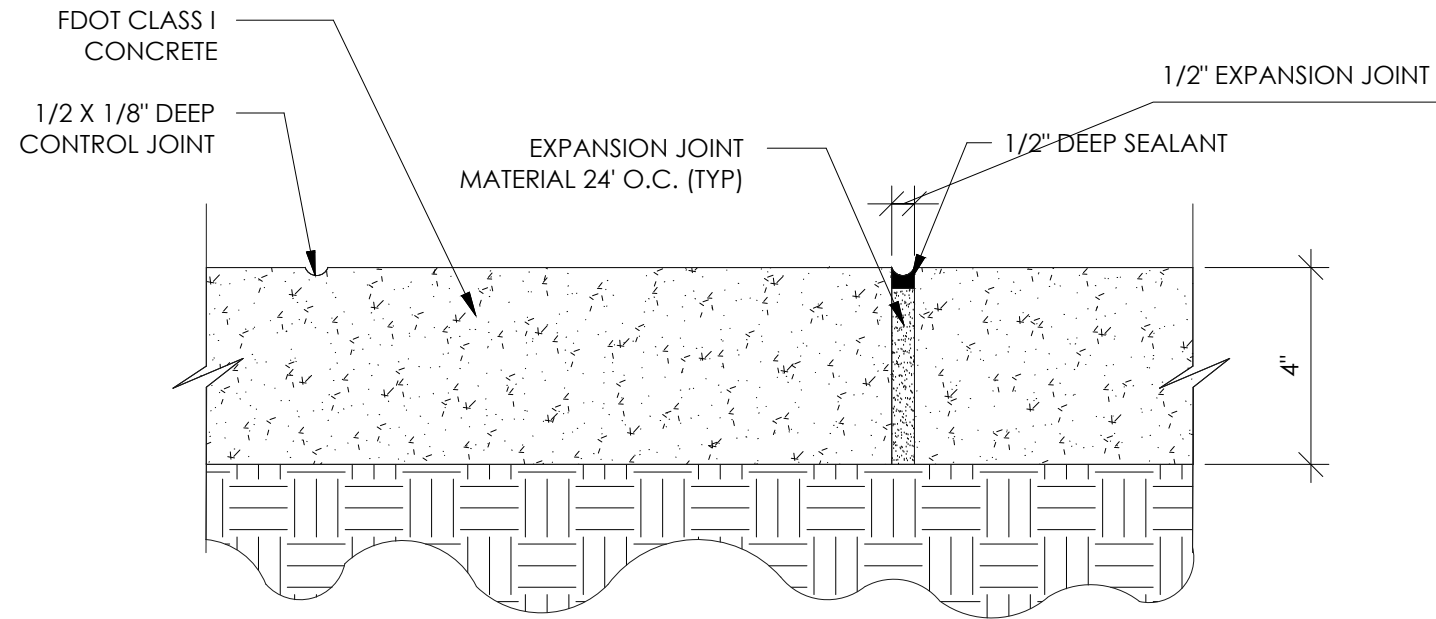
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
Engineering

(904) 757-6106
Fax: (904) 757-6107
Certificate of Authorization # 3428
Architecture

www.passero.com

GILTZ & ASSOCIATES, INC.
4835 MUNSON STREET, NW
CANTON, OH 44718
(330) 494-6688

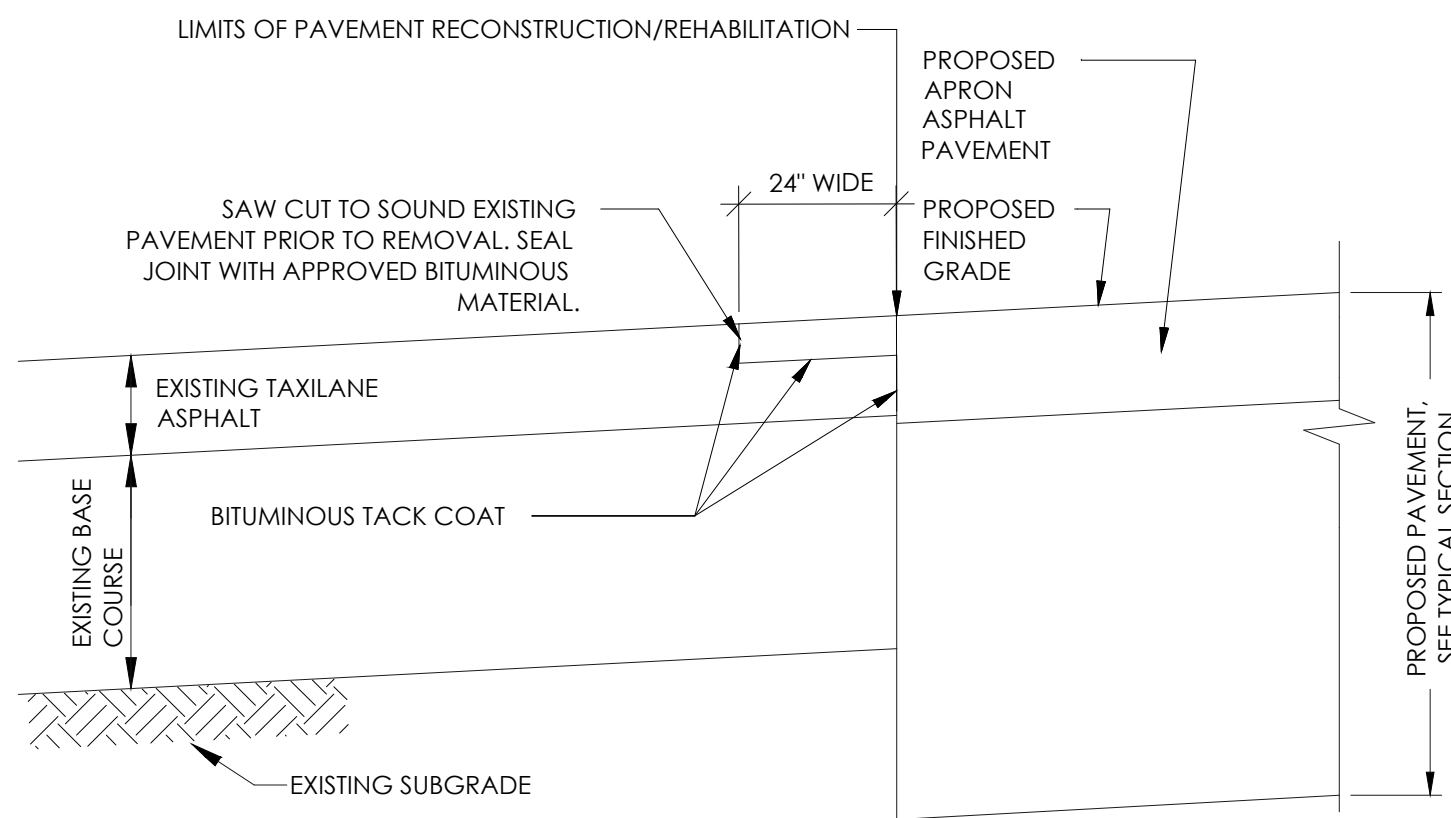
TRC REVIEW SET



- NOTE:
1. CONCRETE SIDEWALK SHALL MEET THE REQUIREMENTS OF FDOT INDEX 310, UNLESS OTHERWISE SPECIFIED.
 2. SAWING OF THE PROPOSED CONTROL JOINTS SHALL BE ACCOMPLISHED WITHIN 12 HRS. OF CONCRETE POUR. 5'-0\"/>

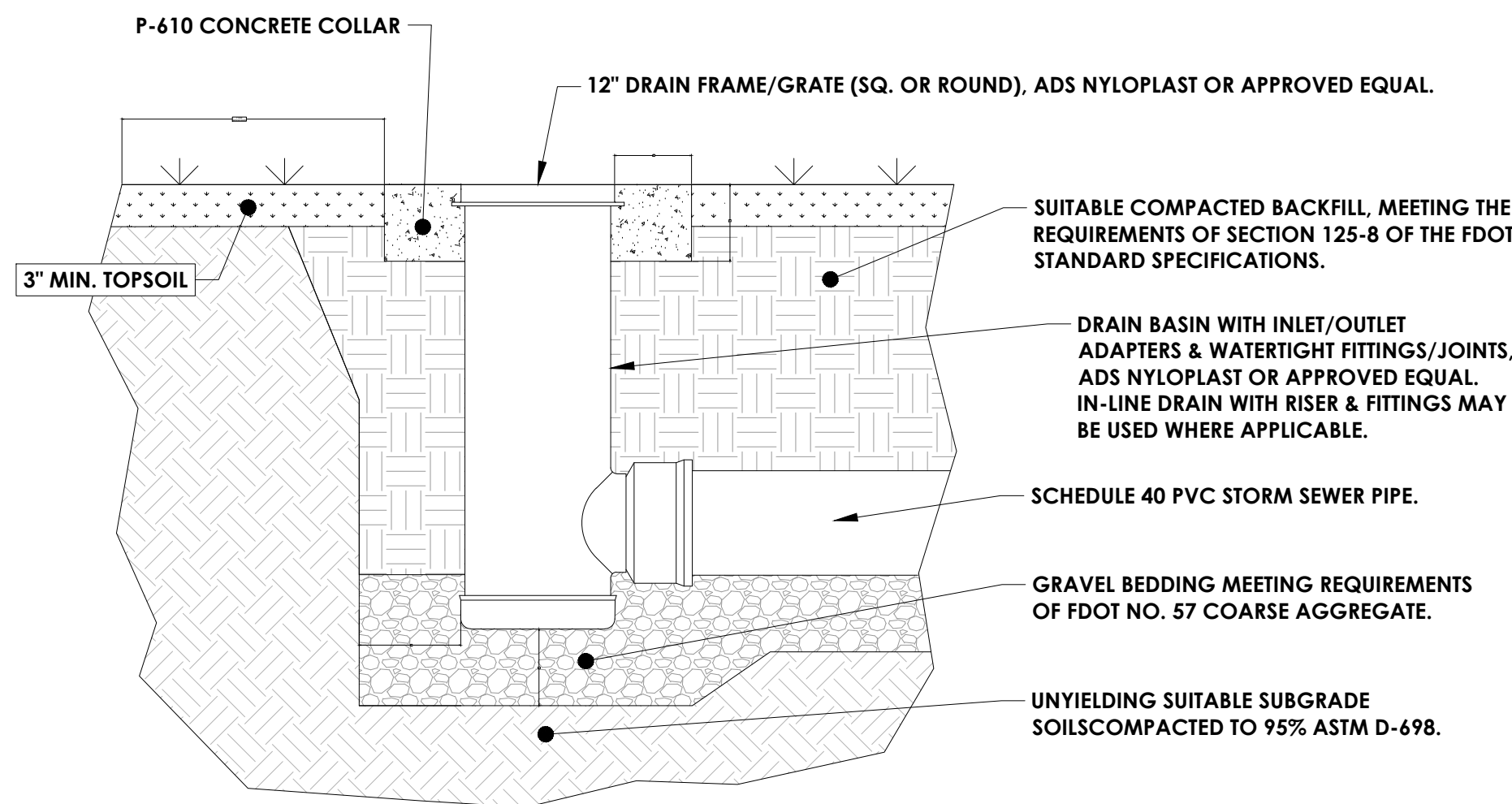
CONCRETE SIDEWALK

N.T.S.



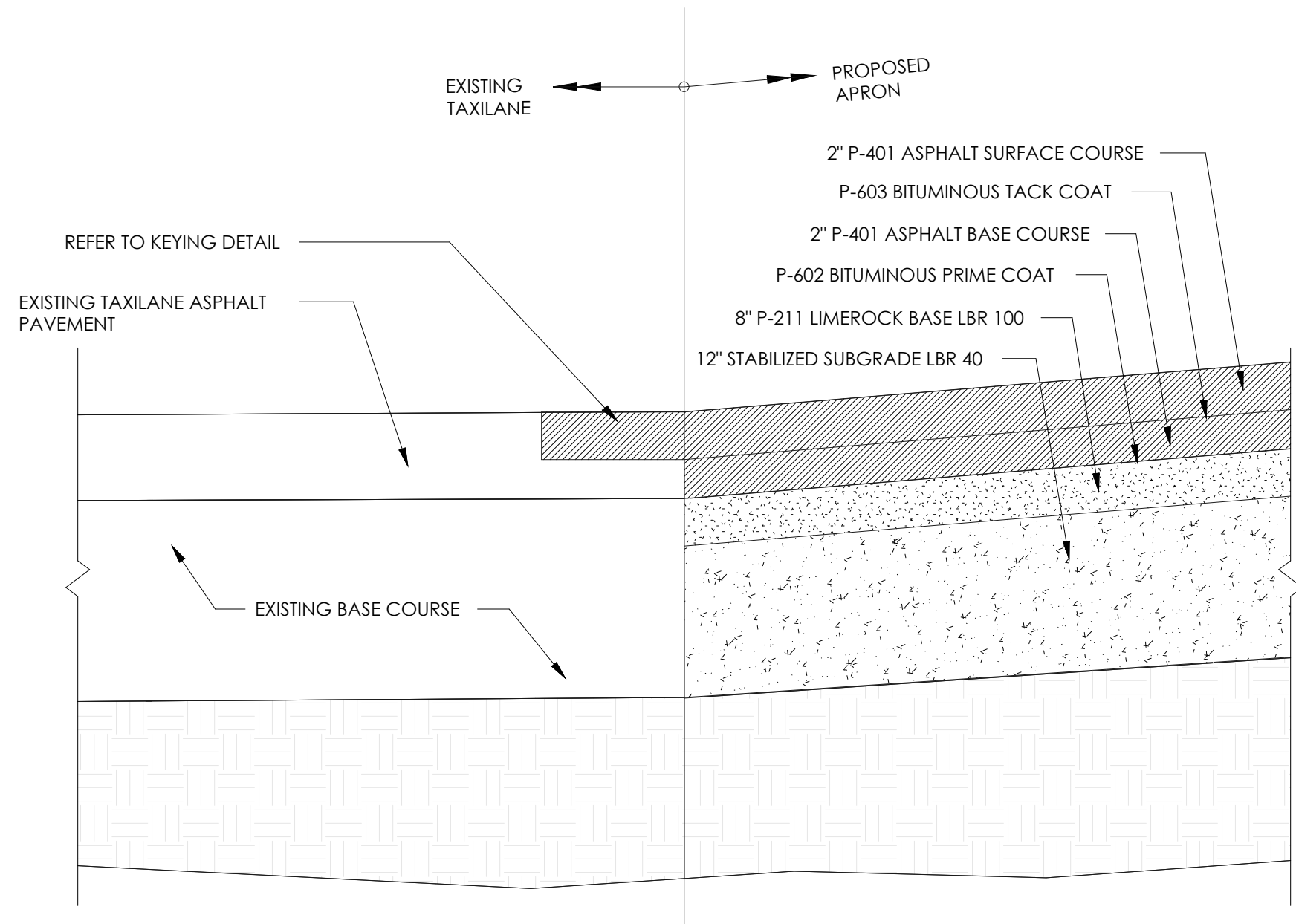
KEYING DETAIL AT LIMITS OF APRON PAVEMENT

N.T.S.



TYPICAL YARD DRAIN DETAIL

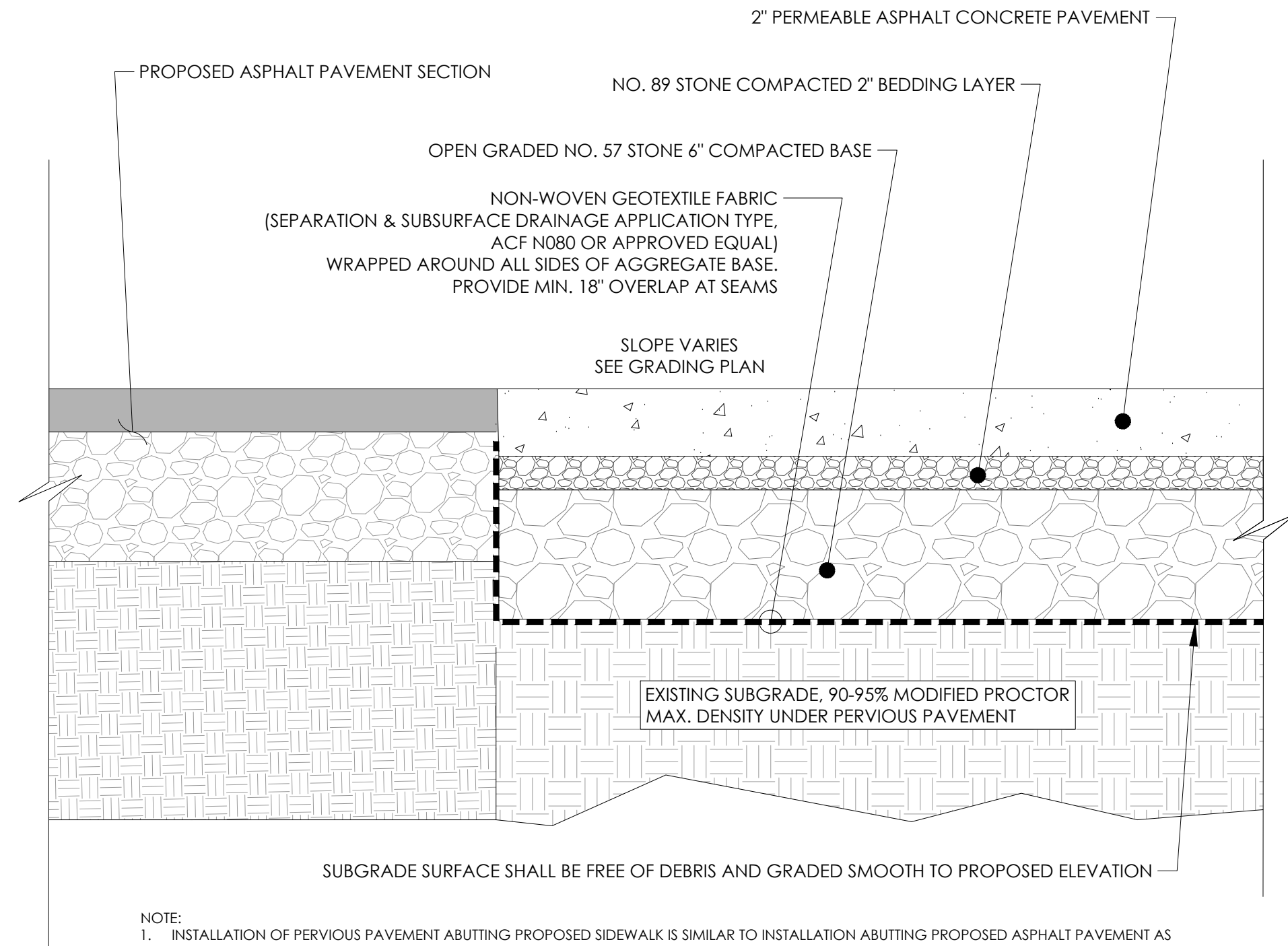
N.T.S.



- NOTES:
1. THE AREA UNDER THE NEW PAVEMENT SHALL BE COMPRISED OF 8\"/>
 2. THE EXCAVATION FOR THE NEW PAVEMENT AREA IS AS DISCUSSED IN GEOTECHNICAL REPORT.

PROPOSED PAVEMENT SECTION AT EXISTING APRON

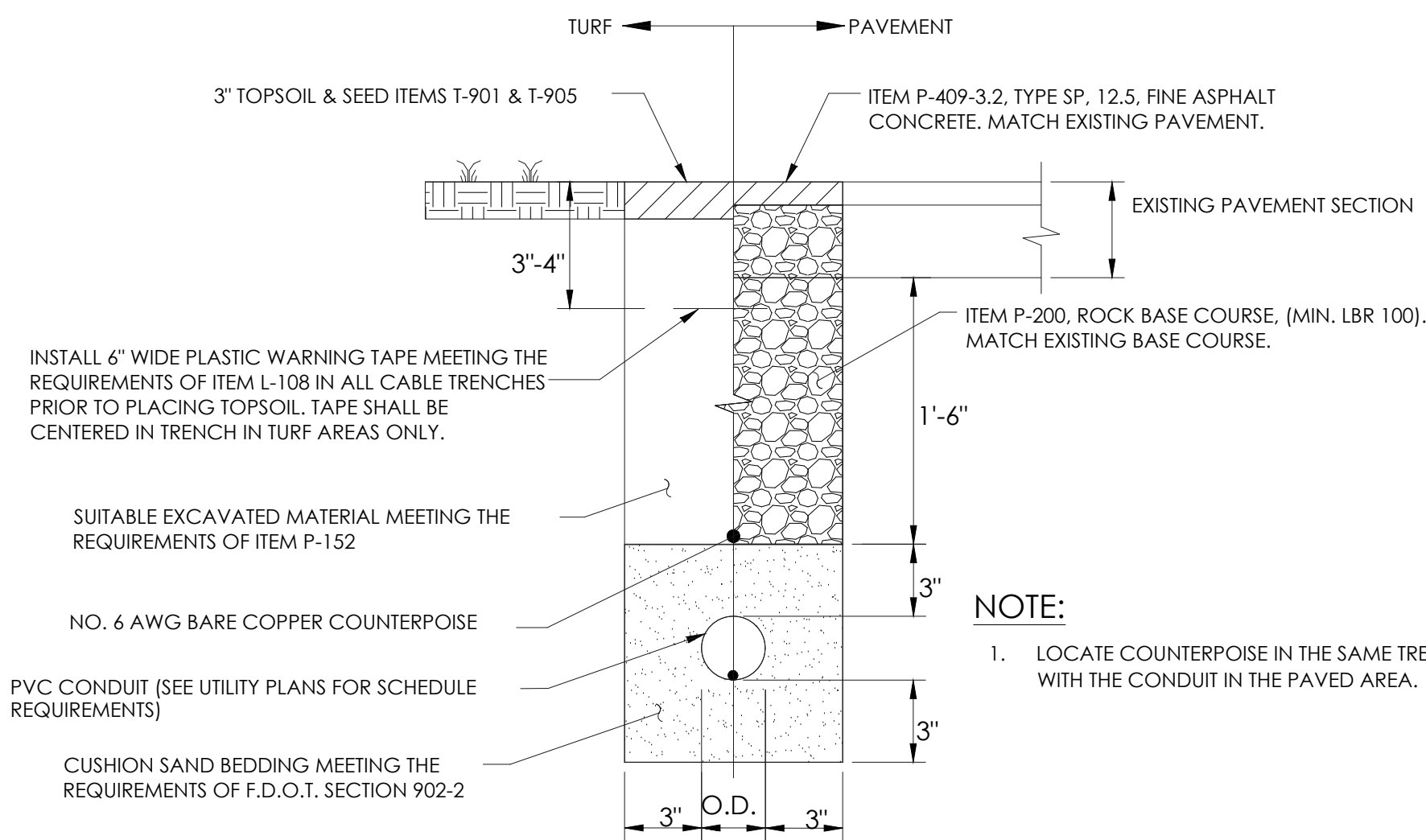
N.T.S.



- NOTE:
1. INSTALLATION OF PERVIOUS PAVEMENT ABUTTING PROPOSED SIDEWALK IS SIMILAR TO INSTALLATION ABUTTING PROPOSED ASPHALT PAVEMENT AS SHOWN IN THIS DETAIL.
 2. MATERIALS SHALL BE APPROVED THROUGH THE SHOP DRAWING REVIEW PROCESS.
 3. INSTALLATION OF GEOTEXTILE SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS.

PROPOSED PERVIOUS PAVEMENT SECTION

N.T.S.

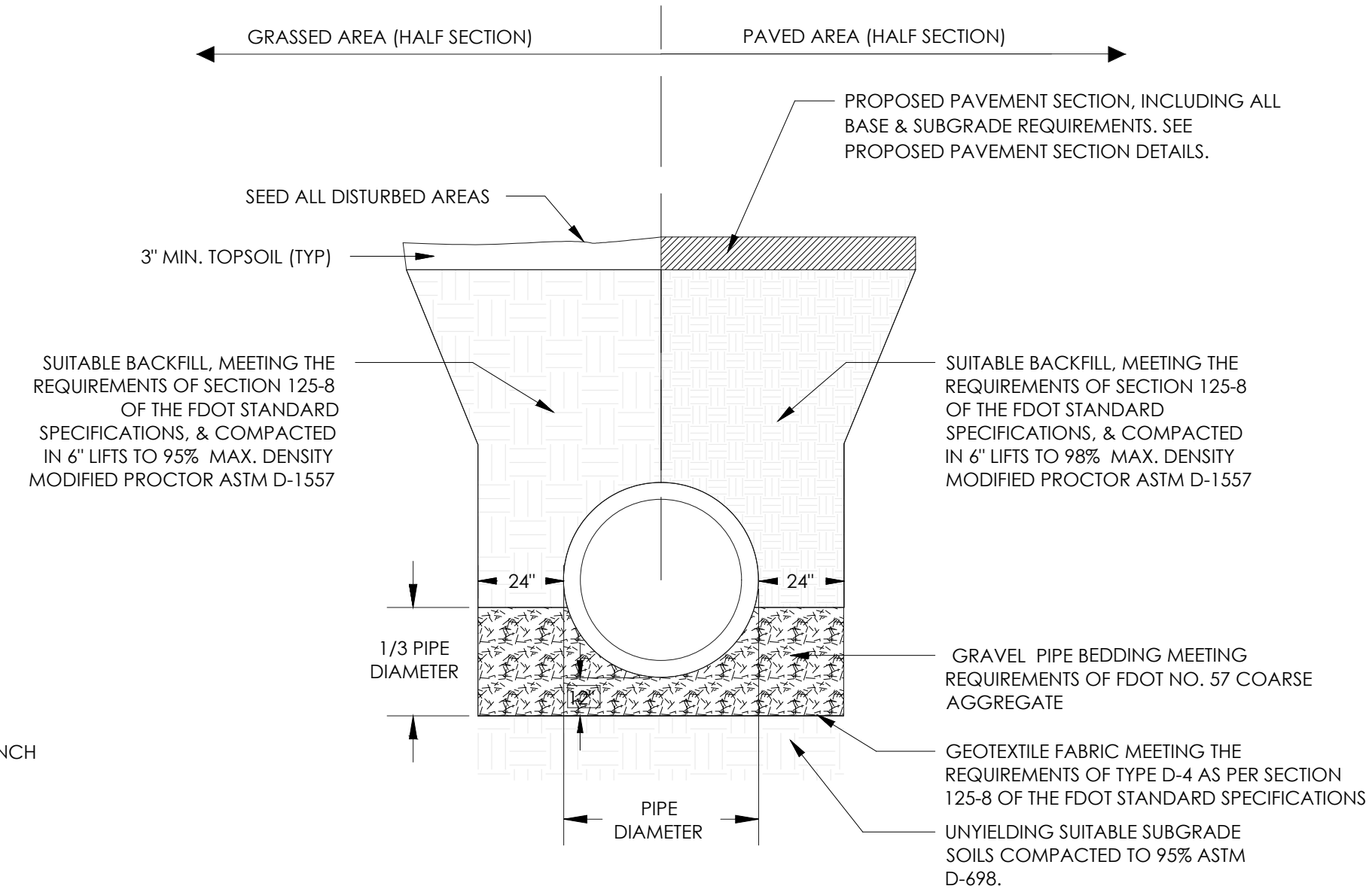


NOTE:

1. LOCATE COUNTERPOISE IN THE SAME TRENCH WITH THE CONDUIT IN THE PAVED AREA.

TYPICAL CONDUIT INSTALLATION DETAIL

N.T.S.



TYPICAL DRAINAGE PIPE INSTALLATION

N.T.S.

GENERAL NOTES FOR DRAINAGE STRUCTURE & PIPE INSTALLATION:

1. IF UNSUITABLE OR UNYIELDING MATERIAL IS ENCOUNTERED AT PROPOSED DEPTH OF BOTTOM OF PIPE OR STRUCTURE, THEN THE MATERIAL SHALL BE UNDERCUT IN ACCORDANCE WITH PIP EXCAVATION REQUIREMENTS ITEM D-701.
2. DEWATER EXCAVATED TRENCH AS REQUIRED TO ALLOW FOR PROPER COMPACTION OF SOIL MATERIALS AND PROPER PLACEMENT OF PIPES AND STRUCTURES.
3. PIPE BED SHALL BE SHAPED TO FIT THE PIPE AND SHALL HAVE RECESSES SHAPED TO RECEIVE THE BELL AND SPIGOT PIPE, IF APPLICABLE.

PA

PASSERO ASSOCIATES
engineering architecture

TRC REVIEW

Stamp:

Client:

Giltz & Associates

4835 Munson St. NW
Canton, OH 44718

Owner:

City of Fernandina Beach



204 Ash Street
Fernandina Beach, FL 32034

Passero Associates

4730 Cassa Cola Way, Suite 208
St. Augustine, FL 32095

(585) 325-1000
Fax: (585) 325-1691
Principle-In-Charge
Project Manager
Project Architect

Andrew Holesko, C.M.
Matt Singleary, P.E.
Chris Wardone, R.A.

No.	Date	By	Description

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SITE DETAILS

THREE UNIT BOX HANGAR BUILDING

Fernandina Beach Municipal
Airport

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

Project No.:

20182651.0003

Drawing No.:

C-100

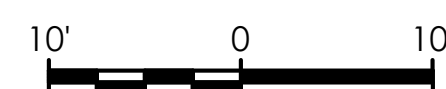
Date:

January, 2020

1

SITE DETAILS

IF THERE IS A DISCREPANCY BETWEEN ARCHITECTURAL AND ENGINEERING SPECIFICATIONS OR DRAWINGS, THEN ENGINEERING SHALL BE FOLLOWED UNLESS ARCHITECTURAL DESIGN IS AFFECTED; THEN CONTACT ENGINEER IN ANY CASE OF DISCREPANCY, CONTACT ARCHITECT FOR DIRECTION.



TRC REVIEW

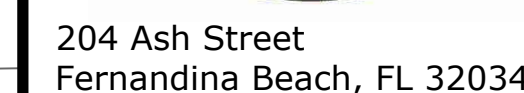
Stamp:

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Giltz & Associates
4835 Munson St. NW
Canton, OH 44718

Owner

City of Fernandina Beach



Passero Associates

4730 Casa Cola Way, Suite 208 (585) 325-1000
St. Augustine, FL 32095 Fax: (585) 325-1666

Principle-In-Charge
Project Manager
Project Architect

No.	Date	By	Description
1	01/02/20	BB	GEOPHYSICAL DATA

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PROPOSED SITE PLAN

THREE UNIT BOX
HANGAR BUILDING

Fernandina Beach Municipal
Airport

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

Project No. _____

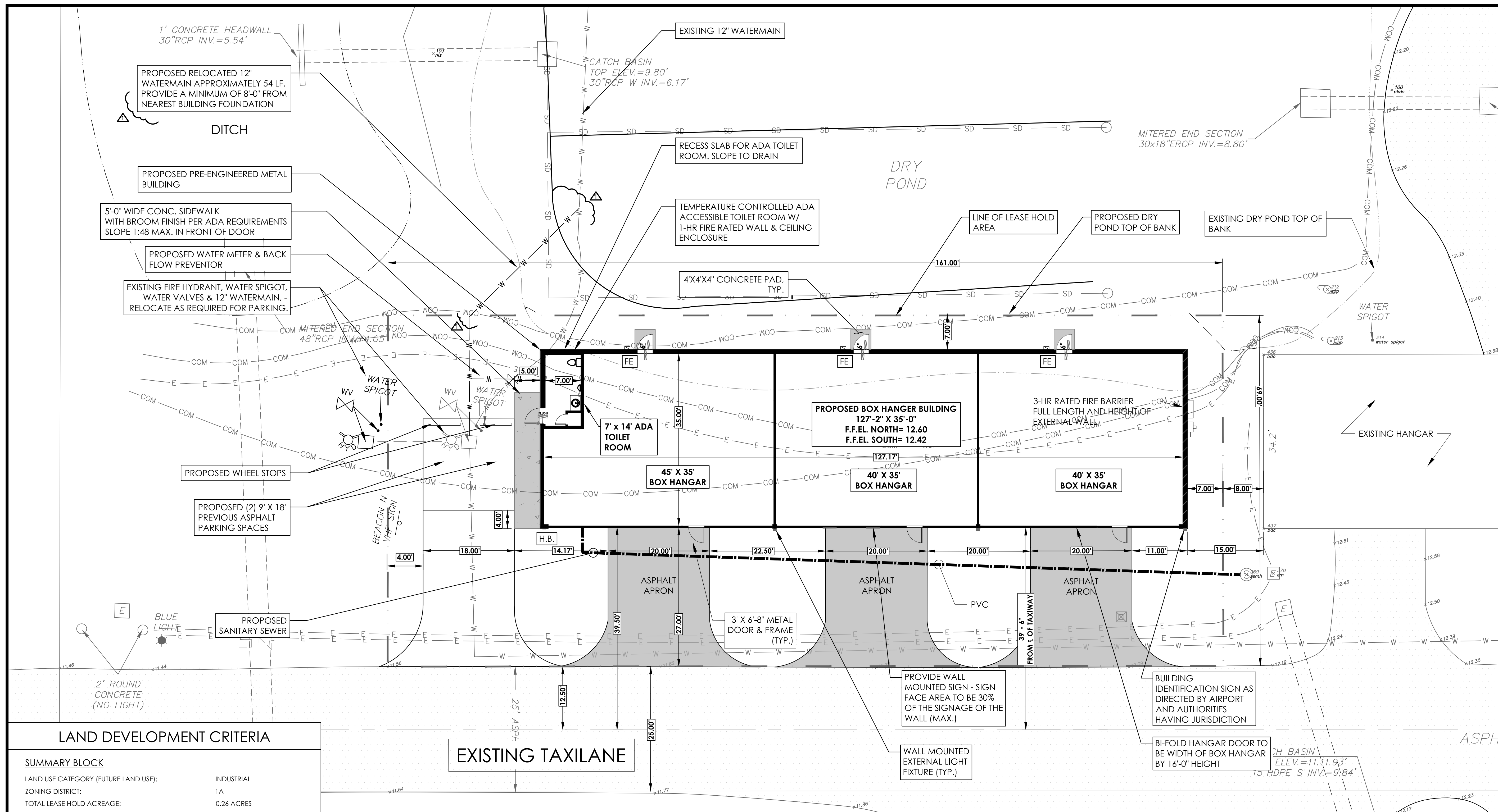
20182651.0003

Drawing No.

C-101

Date _____

January, 2020



LAND DEVELOPMENT CRITERIA

SUMMARY BLOCK

LAND USE CATEGORY (FUTURE LAND USE):	INDUSTRIAL
ZONING DISTRICT:	1A
TOTAL LEASE HOLD ACREAGE:	0.26 ACRES
TOTAL LEASE HOLD SQUARE FOOTAGE:	11,109 S.F.

IMPERVIOUS SURFACE RATIO:

7,213 S.F. IMPERVIOUS SURFACE / 11,109 S.F. TOTAL SITE
EQUALS: 64.9% PROPOSED IMPERVIOUS SURFACE - PER LDC
PERMISSIBLE MAX. IMPERVIOUS SURFACE RATIO = 75% PER
LDC AIRPORT MIN. TOTAL GROSS LANDSCAPE AREA = 20%

FLOOR AREA RATIO:

4451 S.F. FLOOR AREA / 11,109 S.F. TOTAL SITE EQUALS
40.0% PROPOSED FLOOR AREA RATIO -
PER LDC PERMISSIBLE MAX. FLOOR AREA RATIO = 50%

TOTAL NUMBER OF PARKING SPACES

2 PARKING SPACES PROVIDED - PER LDC 0.5 PARKING
SPACES PER 1 BOX HANGAR UNIT

TOTAL NUMBER OF PERVIOUS PARKING SPACES:

2 PARKING SPACES PROVIDED - PER LDC 75% OF PARKING
SPACES SHALL USE PERVIOUS PARKING MATERIALS
2 PERVIOUS PARKING SPACES PROVIDED - 100%

TOTAL TREES ON SITE CRITERIA:

PER AIRPORT LDC - FOR SAFETY REASONS NO NEW TREES SHALL BE PERMITTED WITHIN THE AIR OPERATIONS AREA.

PLAT BOOK SECTION TOWNSHIP RANGE: 06 - 2N - 28 - 0000 - 0001 -0000

EXISTING TAXILANE

1 PROPOSED SITE PLAN

IF THERE IS A DISCREPANCY BETWEEN ARCHITECTURAL AND ENGINEERING SPECIFICATIONS OR DRAWINGS, THEN ENGINEERING SHALL BE FOLLOWED UNLESS ARCHITECTURAL DESIGN IS AFFECTED: THEN CONTACT ENGINEER IN ANY CASE OF DISCREPANCY, CONTACT ARCHITECT FOR DIRECTION.

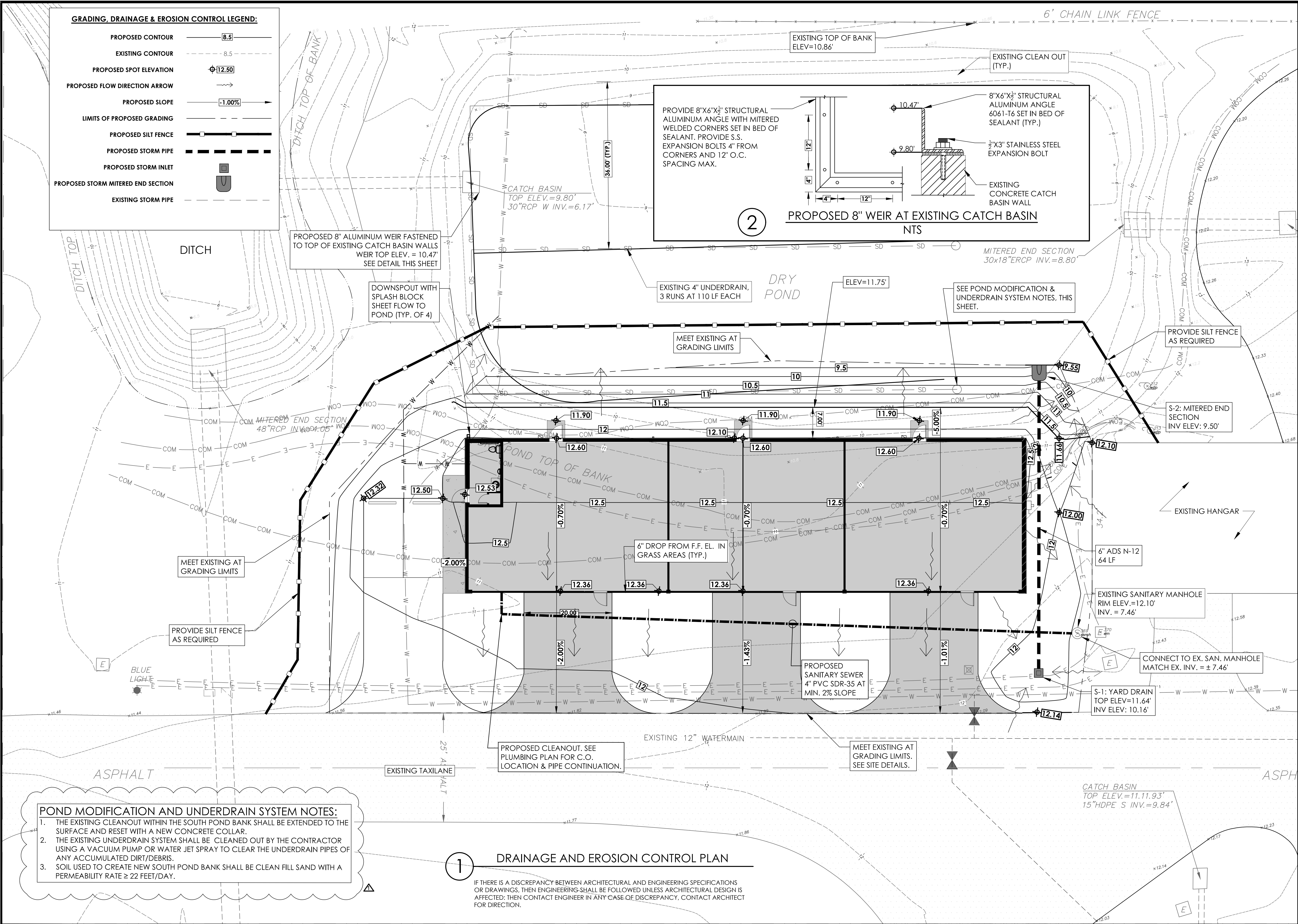
CODE RESEARCH

FBC 2017 & NFPA 409 2016

OCCUPANCY CLASSIFICATION:	GROUP S-1	MODERATE - HAZARD STORAGE
SPECIAL OCCUPANCY REQUIREMENTS:	AIRCRAFT HANGAR (STORAGE ONLY)	
TYPE OF CONSTRUCTION:	TYPE II B & TYPE II (000)	UNPROTECTED / UN-SPRINKLERED
ALLOWABLE BLDG HGT & AREA PER FBC:	55' HGT	2 STORY, 17,500 S.F.
AIRCRAFT HANGAR GROUP PER NFPA:	GROUP III	
ALLOWABLE DOOR/BLDG HGT & AREA PER NFPA:	28' ACCESS DR HGT	1 STORY, 12,000 S.F.
ALLOWABLE BLDG HGT PER FAA PART 77 FROM RUNWAY 13-31:	97' HGT	
ALLOWABLE BLDG HGT PER AIRPORT DEVELOPMENT CODE:	45' HGT	
REQUIRED SEPARATION OF OCCUPANCIES PER FBC:	1 HOUR	
MAXIMUM FIRE AREA ALLOWABLE PER FBC & NFPA:	12,000 S.F.	
FIRE SEPARATION DISTANCE FOR EXTERIOR WALLS PER FBC: $x \geq 30'$	= 3 FIRE RATING	
MINIMUM BLDG SEPARATION REQUIRED BETW. BLDGS PER NFPA:	50'	
SEPARATION OF INCIDENTAL ACCESSORY OCCUPANCIES PER FBC:	1 HR FIRE RESISTANT RATING	
ROOF COVERINGS SHALL BE LISTED AS PER NFPA:	CLASS C OR BETTER	
EXPOSED EXTERIOR INSULATION PER FBC:	THERMAL/Acoustical INSUL CLASS A ONLY	
OIL SEPARATOR REQUIRED PER FBC:	SINGLE LEASE SPACE EXCEEDING 2000 S.F.	

PROVIDED

TOTAL EACH HANGAR UNIT SQUARE FOOTAGE:	+/- 1,455 S.F.
TOTAL HANGAR BUILDING SQUARE FOOTAGE:	4,451 S.F.
TOTAL HANGAR BUILDING HEIGHT:	+/- 20'-3" HGT 1 STORY
MAXIMUM SINGLE LEASE SPACE UNIT:	1,455 S.F.
NEAREST BUILDING & PROPERTY LINE:	x > 15'
<u>WIND LOADS DESIGN CRITERIA</u>	
ULTIMATE DESIGN WIND SPEEDS, ASCE 7, VALT FOR RISK CATEGORY II BUILDINGS	
BASIC WIND SPEED:	130 MPH
EXPOSURE CATEGORY:	"C"
WIND IMPORTANCE FACTOR:	1.0
BUILDING CATEGORY:	ENCLOSED
WIND BORNE DEBRIS REGION REQUIREMENTS ARE APPLICABLE	
REFER TO STRUCTURAL DRAWINGS	



PA
PASSERO ASSOCIATES
engineering architecture

10' 0 10'

TRC REVIEW

Stamp:

Client:
Giltz & Associates
4835 Munson St. NW
Canton, OH 44718

Owner:
City of Fernandina Beach

CITY OF FERNANDINA BEACH
FLORIDA

204 Ash Street
Fernandina Beach, FL 32034

Passero Associates
4730 Casa Cola Way, Suite 208
St. Augustine, FL 32095
Fax: (888) 325-1000
Principle-In-Charge
Project Manager
Project Architect
Andrew Holesko, C.M.
Matt Singletary, P.E.
Chris Nordone, E.A.

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DRAINAGE & EROSION CONTROL PLAN

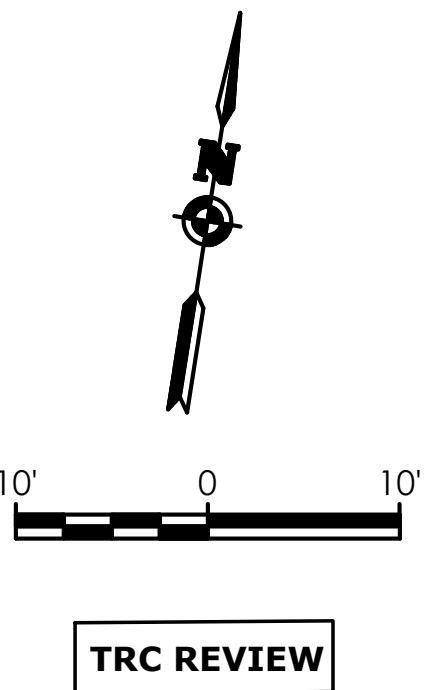
THREE UNIT BOX HANGAR BUILDING

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

20182651.0003

C-102

January, 2020



Stamp:

Client:
Giltz & Associates
4835 Munson St. NW
Canton, OH 44718

Owner:
City of Fernandina Beach



204 Ash Street
Fernandina Beach, FL 32034

Passero Associates

4730 Casa Cola Way, Suite 208
St. Augustine, FL 32095
(850) 325-1000
Fax: (850) 325-1699

Principal-In-Charge
Project Manager
Project Architect
Andrew Holsko, C.M.
Matt Singletary, P.E.
Chris Nordone, R.A.

No.	Date	By	Description
1	01/02/20	BB	GEOPHYSICAL DATA

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

UTILITY SITE PLAN

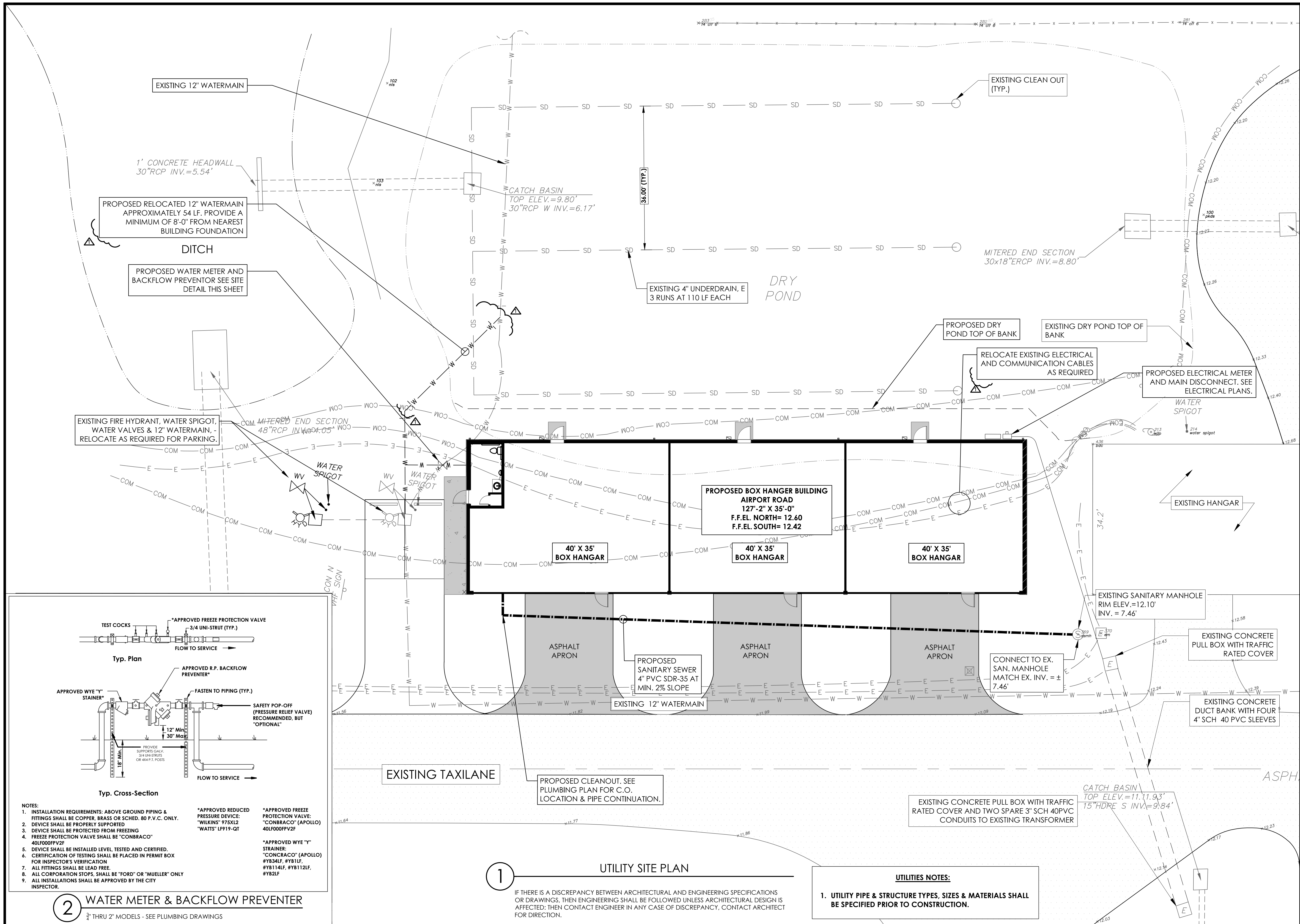
THREE UNIT BOX HANGAR BUILDING

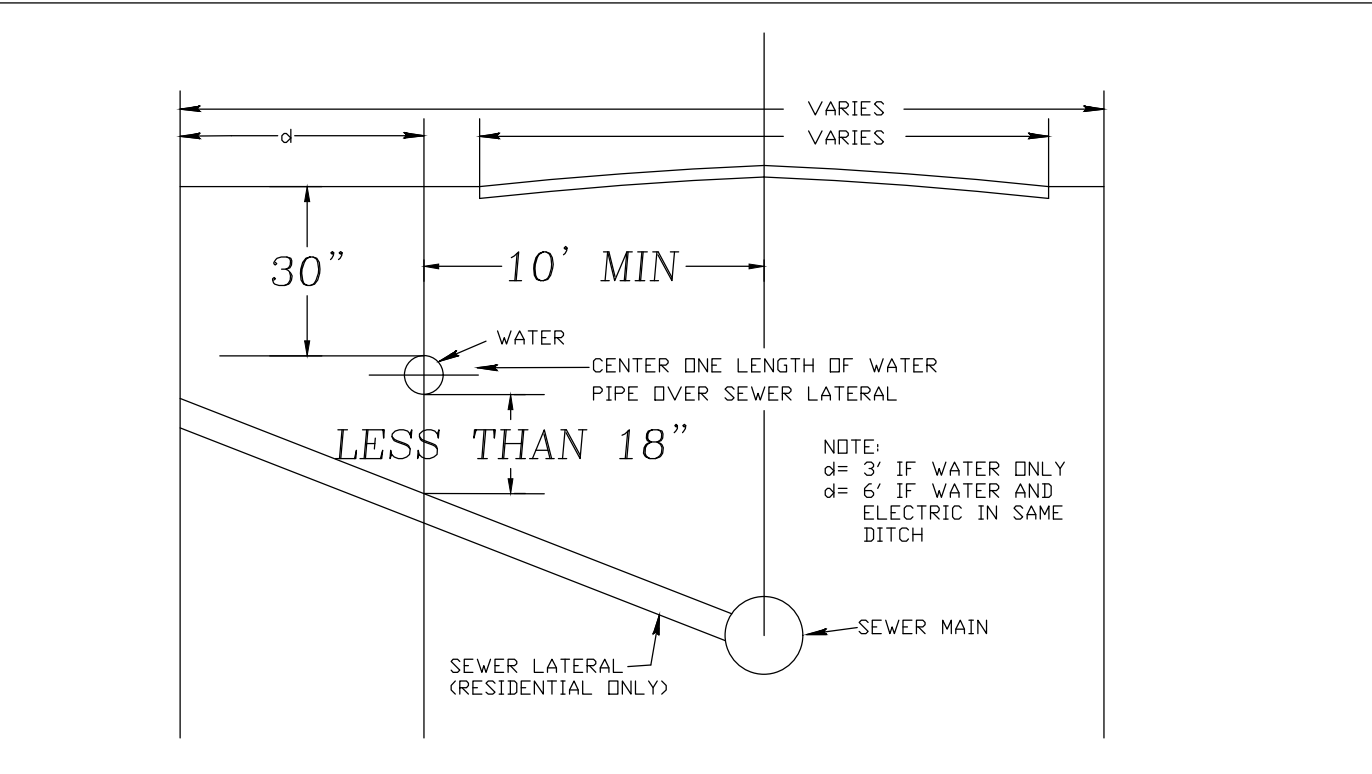
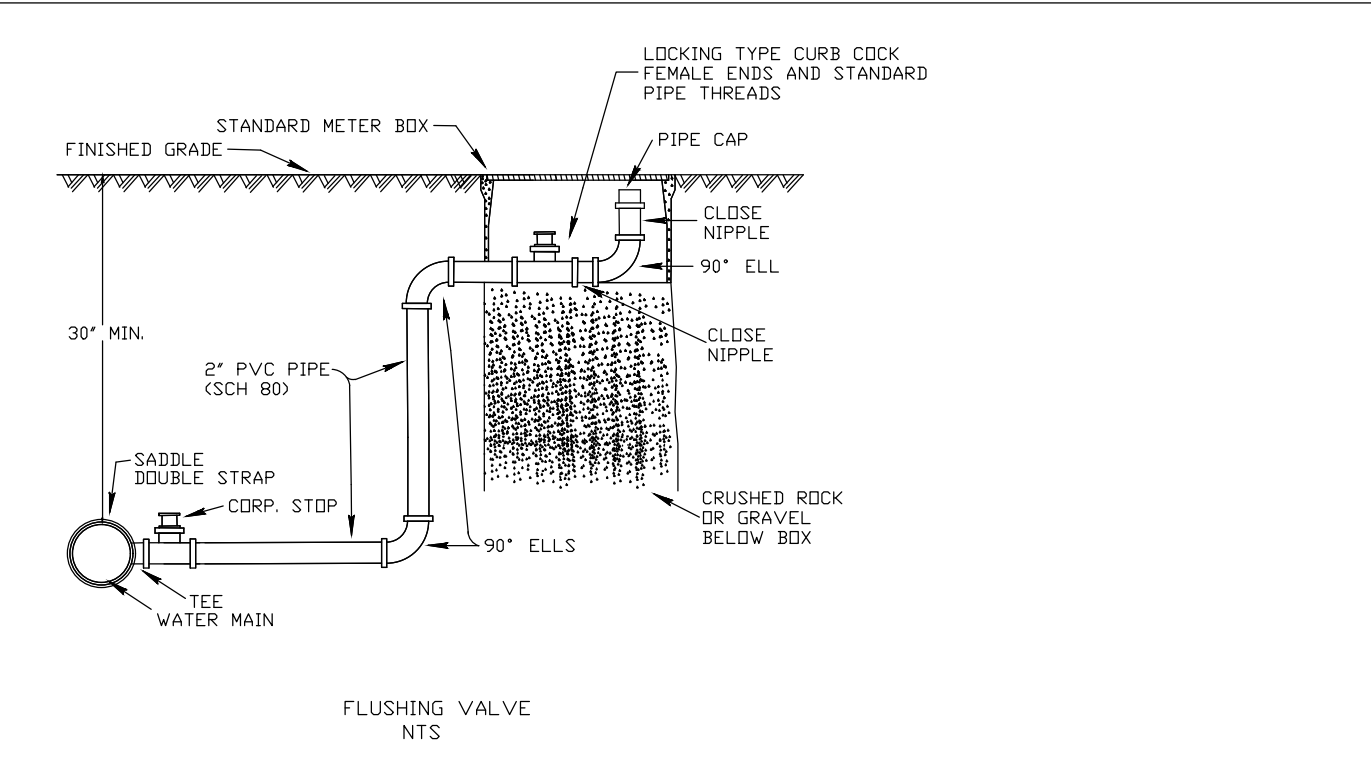
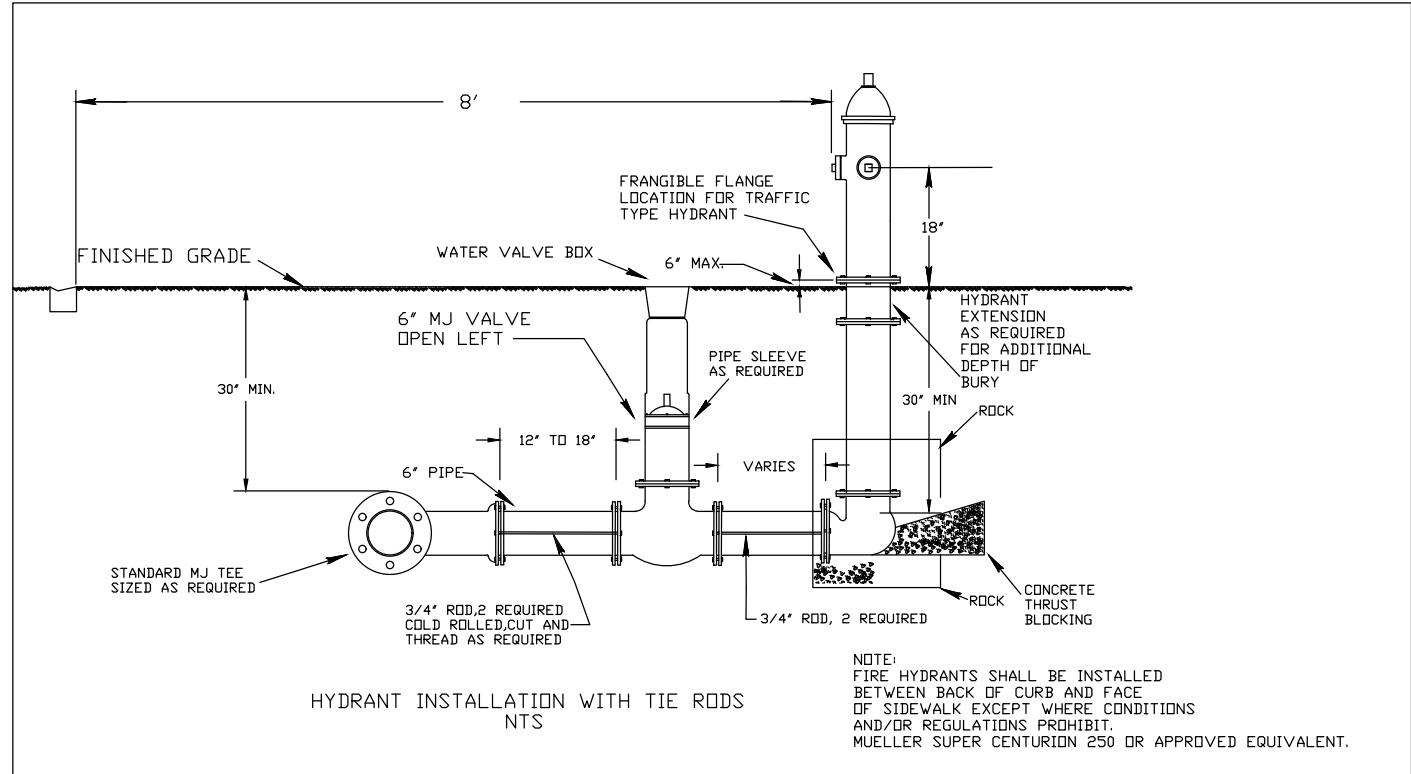
Fernandina Beach Municipal
Airport
Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:
20182651.0003

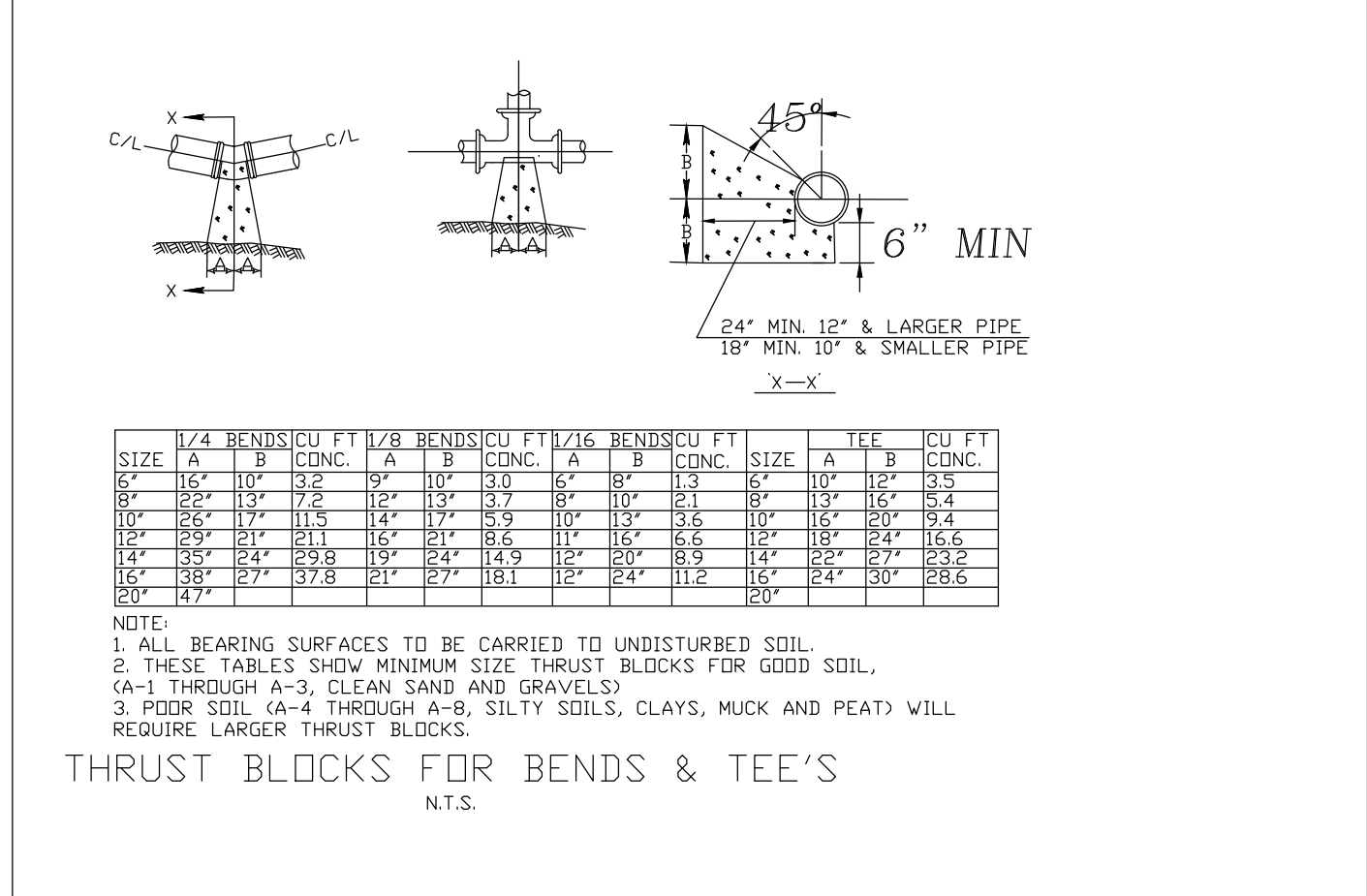
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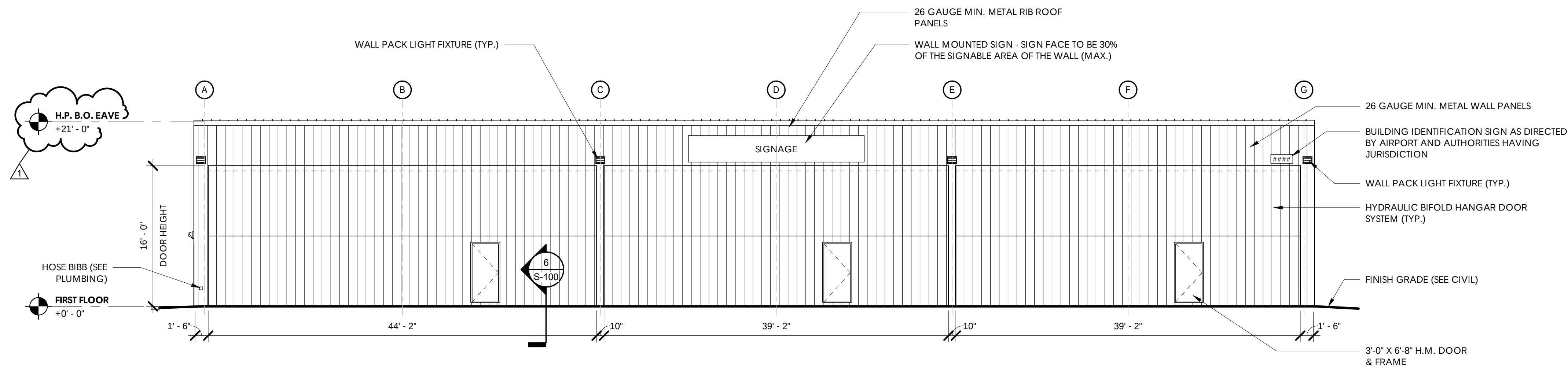
Date:
January, 2020



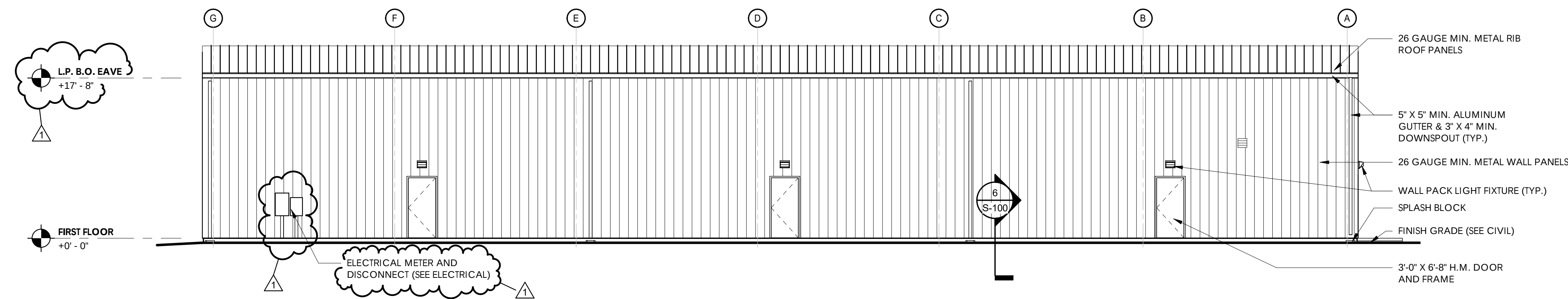


MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (FEET)									
PIPE SIZE	11 1/4	22 1/2	45	90	TEE	VALVE	CAP	REDUCER	
4	2	4	7	18	20	39	39	N/A	
6	2	5	10	25	20	55	55	28	
8	3	6	13	32	20	72	72	30	
10	4	8	16	38	20	86	86	29	
12	4	9	19	45	20	102	102	50	
16	6	11	23	57	20	131	131	30	

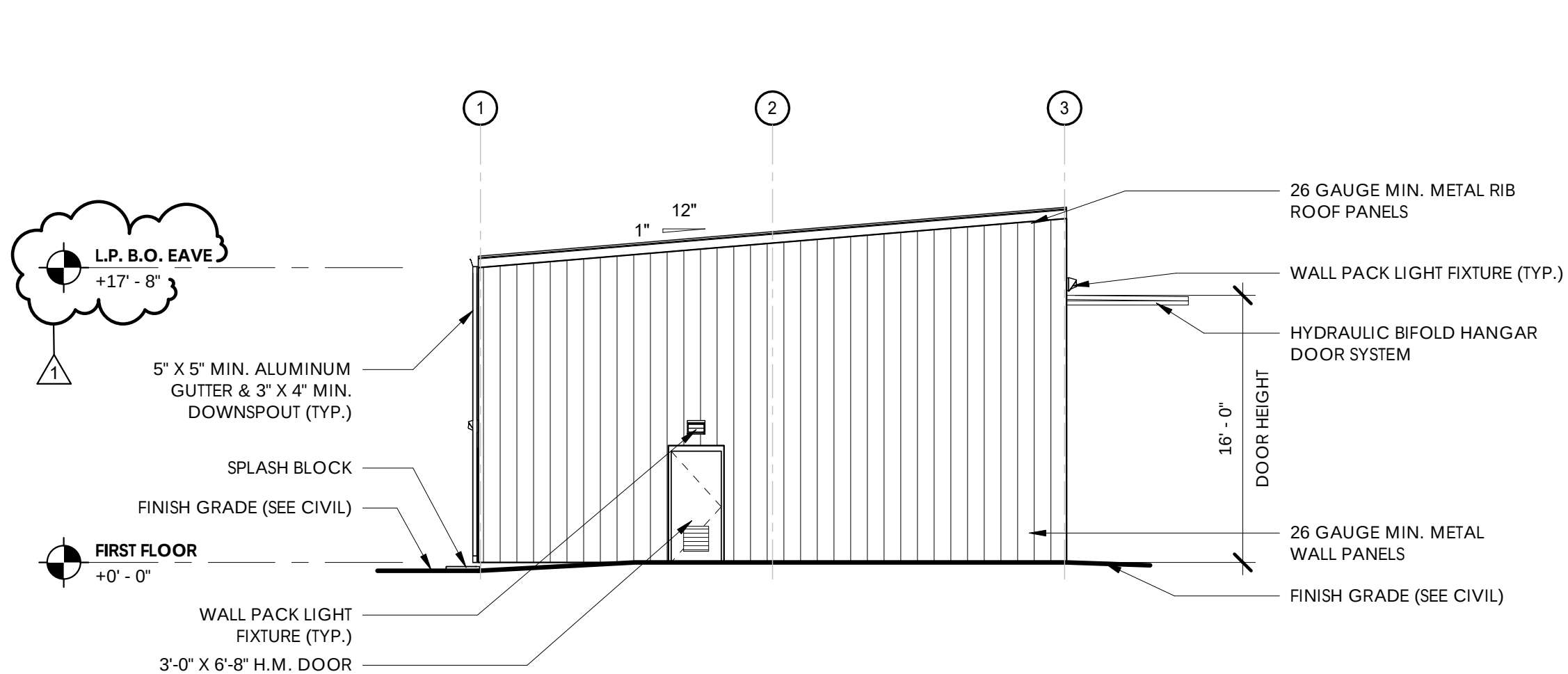




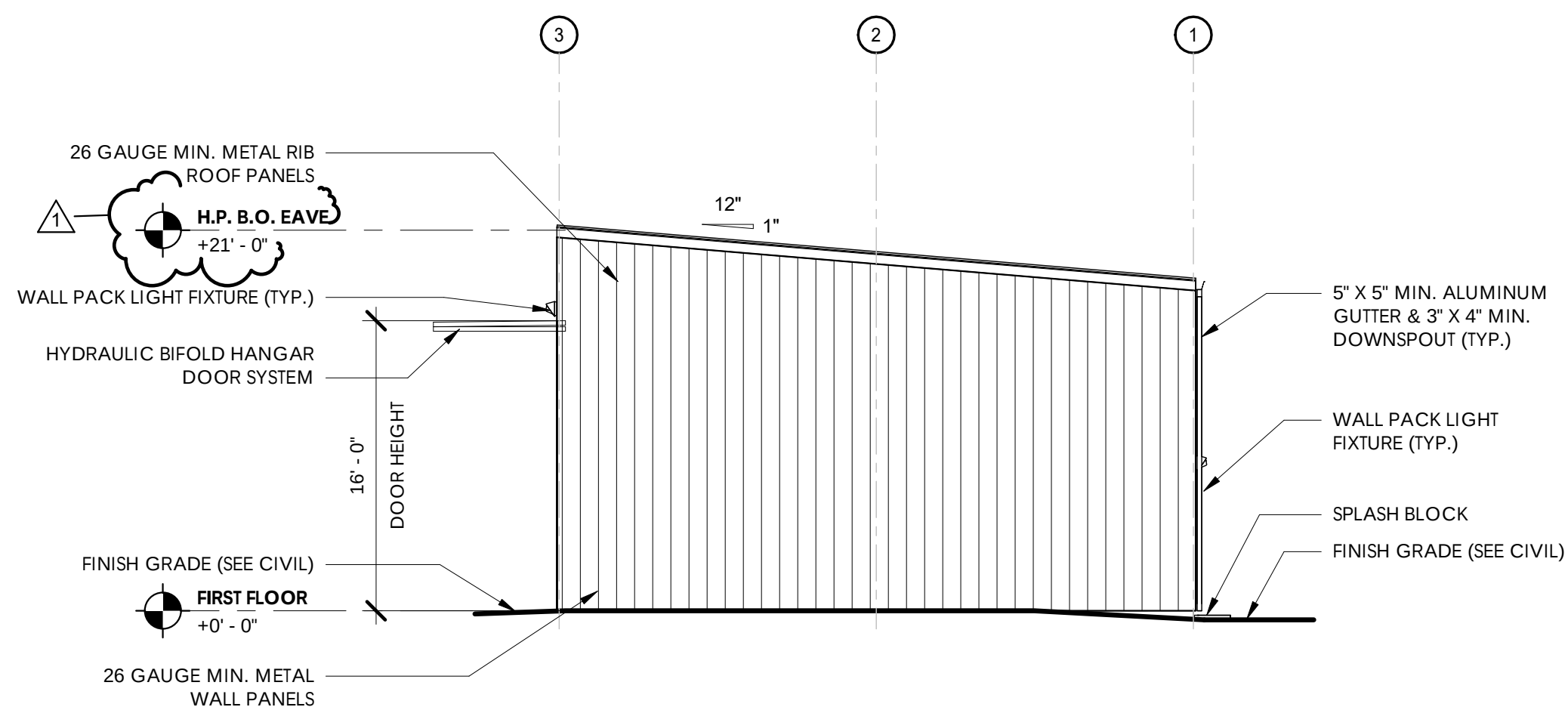
3 SOUTH ELEVATION
0' 2' 4' 8' 16'
1/8" = 1'-0"



4 NORTH ELEVATION
0' 2' 4' 8' 16'
1/8" = 1'-0"



1 EAST ELEVATION
0' 2' 4' 8' 16'
1/8" = 1'-0"



2 WEST ELEVATION
0' 2' 4' 8' 16'
1/8" = 1'-0"

NOTES:

ELEVATIONS EXPRESSED IN DECIMAL FEET REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD). ELEVATIONS EXPRESSED IN FEET AND INCHES REFER TO BUILDING RELATIVE ELEVATIONS WHERE 0'-0" = ±12.42' AND ENGINEERING SPECIFICATIONS. SEE ENGINEERING DRAWINGS.

TRC REVIEW

Stamp:

Client:
Giltz & Associates
4835 Munson St. NW
Canton, OH 44718

Owner:
City of Fernandina Beach



204 Ash Street
Fernandina Beach, FL 32034

Passero Associates

4730 Casa Cola Way, Suite 208 (585) 325-1000
St. Augustine, FL 32095 Fax: (585) 325-1691
Principle-In-Charge: Andrew Holesko, C.M.
Project Manager: Matt Singletary, P.E.
Project Architect: Chris Nardone, R.A.

No.	Date	By	Description
1	01/02/20	TS	PEMB COORD.

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EXTERIOR ELEVATIONS

BOX HANGARS (GILTZ)

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

Project No.:

20182651.0002

Drawing No.:

A-200

Date:

JANUARY 2019

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-10
Facilities Use Agreement - Buccaneer Region SCCA

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-10

SYNOPSIS: SCCA Buccaneer Region - JaxSolo has requested the use of property at the Fernandina Beach Municipal Airport for SCCA Autocross Solo Driving Events on the following dates in 2020: January 25, February 9, March 1, May 17, June 13, August 15, November 11, and December 5.

Airport property to be used is the pavement area of the remote parking area between Runway 9 and Taxiway C (also referred to as Closed Runway 18/36). The Airport will be paid \$875.00 per day for the use of Airport property. The proposed activity would not affect normal operations of the Airport. Staff will confirm that a current certificate of insurance is on file, in accordance with the facility use agreement, prior to each event.

The Airport Advisory Commission will review this annual agreement at its January 9, 2020, meeting and provide a recommendation to the City Commission.

FISCAL IMPACT: This agreement will generate \$7,000 in revenue for the Airport and will be deposited into the Airport Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-10.

Dale L. Martin, City Manager	1/9/2020
Pauline Testagrose, Comptroller	1/13/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: December 23, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH BUCCANEER REGION SCCA TO USE AIRPORT PROPERTY FOR SCCA AUTOCROSS SOLO DRIVING EVENTS ON VARIOUS DATES IN 2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Buccaneer Region SCCA has requested the use of property at the Fernandina Beach Municipal Airport for SCCA Autocross Solo Driving Events on the following dates in 2020: January 25, February 9, March 1, May 17, June 13, August 15, November 11, and December 5; and

WHEREAS, such use of Airport property will be the pavement area of remote parking pavement area between Runway 9 and Taxiway C (also referred to as Closed Runway 18/36) and such activity will not affect normal operations of the Airport; and

WHEREAS, the City of Fernandina Beach will receive \$875.00 per day for the use of Airport property; and

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

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

SECTION 1. The City Commission hereby approves a Facilities Use Agreement, attached hereto as Exhibit "A", for SCCA Autocross Solo Driving Events in 2020.

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

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this _____ day of January, 2020, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and **Buccaneer Region SCCA** whose address is 1135 Roebling Road, Bloomingdale, GA 31302 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to conduct autocross driving events.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of autocross solo driving events in 2020 on 25-January, 9-February, 1-March, 17-May, 13-June, 15-August, 15-November, and 5 December. **Actual driving event activities shall be conducted between the hours of 9:00AM and 4:00PM on all event dates, except for 15-August when driving event activities shall be conducted between 4:00PM and 11:00PM. These times do not apply to set up and break down activities.**
2. USER will set up and use the FACILITY on a continuous basis during this period using **the remote pavement area (Closed Runway 18/36) between Runway 9 and Taxiway C**. It is noted that this pavement is not in good condition and USER will be responsible for any damage to its vehicles or personnel.
3. USER shall pay CITY the sum of **\$875 per day** for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained

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

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

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

6. The addresses for giving notices are as follows:

USER: Buccaneer Region SCCA
1135 Roebling Road
Bloomington, GA 31302
THOMAS NEUBECK

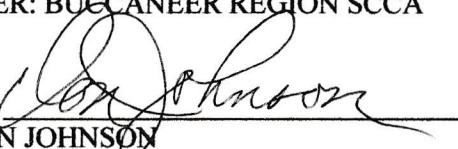
CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

ATTN:

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

USER: BUCCANEER REGION SCCA

CITY OF FERNANDINA BEACH

By: 
DON JOHNSON
Its: REGIONAL EXECUTIVE

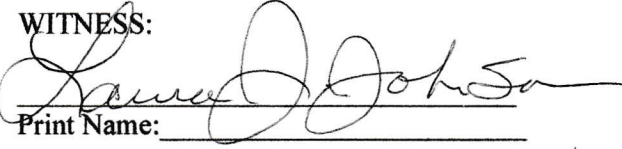
By: _____
Dale L. Martin
Its: City Manager

SCCA MEMBER # 307521-1
Employer ID # 591842323

By: _____
Caroline Best
Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:


Print Name: LAURA J. JOHNSON


Tammi E. Bach
Its: City Attorney

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
11/20/19

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	MOTORSPORTS	
		PHONE (A/C, No. Ext):	800-348-1839	FAX (A/C, No):
		E-MAIL ADDRESS:	KK.MOTORSPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	NATIONWIDE LIFE INSURANCE COMP	66869
		INSURER B:	NATIONAL CASUALTY COMPANY	11991
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1993575 **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. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Owners & Contractors ☒ \$250,000 E&O GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		Y	KEO0007710900	12:01AM 1/01/19	12:01AM 1/01/20	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 1000000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE UNLIMITED PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab 1000000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			XKO0007710800	12:01AM 1/01/19	12:01AM 1/01/20	EACH OCCURRENCE 10000000 AGGREGATE 10000000
	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-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Participant Accident			KPX0030318400	12:01AM 1/01/19	12:01AM 1/01/20	AD&D 50000 Primary Medical NC Excess Medical 1000000 Weekly Indemnity 100 X 10

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

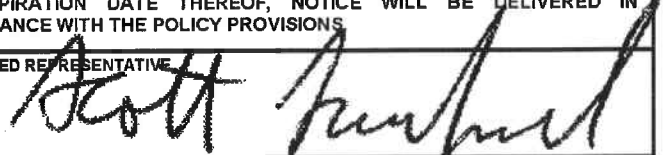
EVENT TYPE: SOLO EVENT DATE: 12/08/19 SANCTION# 19-SRG-8163
 LOCATION: FERNANDINA BEACH MUNICIPAL AIRPORT, FERNANDINA BEACH, FL
 ** PA MEMBER LIMITS SHOWN ABOVE SEE ADDENDUM FOR NON-MEMBER PA LIMITS **

CERTIFICATE HOLDER**CANCELLATION**

CITY OF FERNANDINA BEACH
 204 ASH STREET
 FERNANDINA BEACH, FL

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



AGENCY CUSTOMER ID: _____

LOC # _____

CERTIFICATE: 1993575 DATE ISSUED: 11/20/19

ACORDTM**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY K & K INSURANCE GROUP, INC.		NAMED INSURED SPORTS CAR CLUB OF AMERICA, INC. D/B/A SCCA SCCA FOUNDATION, INC.; SCCA VENTURES, INC.; BUCCANEER REGION,	
POLICY NUMBER GL KEO0007710900 PA KPX0030318400 EX XKO0007710800			
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PARTICIPANT ACCIDENT:

CLASS 1 - NON-MEMBERS

AD&D \$30,000

MED X \$30,000

WEEKLY INDEMNITY \$100 X 104 WEEKS

ADDITIONAL INSURED:

- A. ANY PERSON OR ORGANIZATION ENGAGED IN OPERATING, MANAGING, SANCTIONING, SPONSORING THE "COVERED PROGRAM", OR PROVIDING THE "PREMISES" FOR A "COVERED PROGRAM", INCLUDING OFFICIALS OF THE "COVERED PROGRAM".
- B. ANY "PARTICIPANT", "COMPETITION VEHICLE" OWNER AND "COMPETITION VEHICLE" SPONSOR.
- C. CITY OF FERNANDINA BEACH; BUT ONLY WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.

EXCESS AGGREGATE EXISTS ONLY WHERE APPLICABLE.

SPORTS CAR CLUB OF AMERICA, INC. (SCCA); SCCA VENTURES, INC., AND ALL REGIONS, DIVISIONS AND CHAPTERS CHARTERED BY SCCA; ALL SCCA AND REGIONAL DIRECTORS, OFFICERS, OFFICIALS, MEMBERS, DRIVERS, CAR OWNERS, ENTRANTS, PIT CREWS AND ALL OTHER PARTICIPANTS BEARING SCCA AUTHORIZED CREDENTIALS, ALL SPONSORS/ADVERTISERS CONNECTED WITH A CAR OR AN SCCA OR SCCA VENTURES, INC. PRO RACING DIVISION SANCTIONED EVENT WHILE INVOLVED IN AND ACTING IN THEIR CAPACITY DURING THE PRESENTATION OR CONDUCT OF AN SCCA OR SCCA VENTURES, INC. PRO RACING DIVISION SANCTIONED EVENT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY TO AN ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED. A WAIVER OF SUBROGATION IS ALSO INCLUDED.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-11
Ameris Bank Depository Program

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-11

SYNOPSIS: Section 58 of the City Charter gives authority to the Comptroller to invest City reserve funds and excess cash balances.

Ameris Bank and the Florida Rural Water Association (FRWA) have entered into an exclusive partnership to develop a depository program that provides 100% FDIC Insurance, 24 hour access and liquidity with competitive rates. The program works using an Insured Cash Sweep (ICS) account for investing funds. This Resolution authorizes the Comptroller, Pauline Testagrose, and the City Manager, Dale L. Martin, to act on the City's behalf with regard to the Ameris Bank Deposit Placement Agreement.

FISCAL IMPACT: This program will provide the City with additional investment earnings on cash reserve balances and will be allocated to each fund and deposited in the Interest account, 36110.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-11.

Pauline Testagrose, Comptroller	1/8/2020
Nicole Bednar, Administrative Services Manager	1/8/2020
Dale L. Martin, City Manager	1/9/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: December 26, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE AMERIS BANK DEPOSITORY PROGRAM; AUTHORIZING THE COMPTROLLER AND CITY MANAGER ESTABLISHMENT AND MAINTENANCE AUTHORITY OF THE AMERIS BANK ACCOUNT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 58 of the City Charter gives authority to the Comptroller to invest City funds; and

WHEREAS, Ameris Bank and the Florida Rural Water Association (FRWA) have entered into an exclusive partnership to develop a depository program that provides 100% FDIC Insurance, 24-hour access and liquidity with competitive rates. The program works using an Insured Cash Sweep (ICS) account for investing reserve funds. The City, as a member of FRWA is able to invest in this program; and

WHEREAS, staff has completed the required I.C.S. Deposit Placement Agreement and the I.C.S. Customer Profile Form.

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 Ameris Bank Depository Program as an investment option by authorizing the execution of the Ameris Bank I.C.S. Deposit Placement Agreement and the I.C.S. Customer Profile Form, attached hereto as Exhibit "A."

SECTION 2. The City Commission hereby authorizes Pauline Testagrose, City Comptroller, and Dale L. Martin, City Manager, to act on the City's behalf with regard to the Ameris Bank account.

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

ADOPTED this 21st day of January, 2020.

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



Resolution 2020-11 Exhibit "A"

Deposit Placement Agreement



You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with City of Fernandina Beach ("we" or "us"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to maximum deposit insurance amounts.

1. ICS Service and Deposit Accounts

1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may

be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

5. Daily Allocation and Depositor Control

5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

5.3. Depositor Control Panel

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

5.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions

on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

6. FDIC Insurance Considerations

6.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-WaySM, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. Allocation Considerations and Compensatory Payments

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. Mutual Institution Voting and Subscription Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian

and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in

counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: City of Fernandina Beach

Signature: _____

Name and title of authorized signatory:

Date signed: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as need.)

Deposit Accounts

1. Account Types

(a) We offer both the ICS demand option and the ICS savings option. With the ICS demand option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“DDA”). With the ICS savings option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account (“MMDA”).

(b) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may establish different Interest Rates for your use of the ICS demand option and the ICS savings option.

2. Program Withdrawal Limit

(a) With the ICS demand option, there is no per-month limit on the number of permitted Program Deposits or on the number of permitted Program Withdrawals.

(b) With the ICS savings option:

(i) There is no per-month limit on the number of permitted Program Deposits.

(ii) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account used with the ICS savings option. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(iii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iv) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(v) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(vi) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

3. Excess Program Withdrawals

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Section 4 of this Appendix A, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3(b) of this Appendix A (a “*Reallocation Instruction*”).

(b) If you give us a Reallocation Instruction, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 3(b) or Section 3(c) of this Appendix A, no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

4. Reallocation Instruction

☒

If you check this box, you are giving us a Reallocation Instruction as defined in Section 3(a) of this Appendix A.

☐

If you check this box, you are not giving us a Reallocation Instruction.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) For the ICS demand option, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount for the Transaction Account are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$	\$	\$

(b) For the ICS savings option, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount for the Transaction Account are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$	\$	\$

(c) The Same-Day Deposit Cutoff Time is as follows:

	☐ AM ☐ PM	☐ Eastern ☐ Central ☐ Mountain ☐ Pacific
(insert time)	(check AM or PM)	(check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which the Transaction Account balance exceeds the Target Balance to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Target Balance.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account if the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount (“SMDIA”) of \$250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

3:00 P.M. to 3:15 P.M. Eastern time Daylight Saving Time applies when nationally in effect

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☒

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

☐

If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this “*Agreement*”) with City of Fernandina Beach (“we” or “us”).

1. Pursuant to this Agreement, you authorize us (as your “*Relationship Institution*”) to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the “*Deposit Accounts*”) and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the “*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the “*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the “*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: City of Fernandina Beach

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

Promontory Interfinancial Network, LLC
Customer Profile Form

Primary Customer Name: ¹	
Contact Name (for nonpersonal accounts):	
Customer Class: ☐ Individual / Joint / Revocable Trust ☐ Estate / Irrevocable Trust ☐ Corporation / LLC ☐ Partnership / Limited Liability Partnership ☐ Sole Proprietorship ☐ Nonprofit Institution ☐ Club or Association ☐ Public Entity ☐ Foreign Government ☐ Savings Bank / Credit Union ☐ Other Bank / Financial Institution	
Primary Mailing Address:	
City / State / Zip:	
Duplicate Statement Address (if applicable):	
City / State / Zip:	
Telephone Number:	U.S. Citizen: ☐ Yes ☐ No
Email Address:	If No, Country of Citizenship: _____
Primary Owner Tax ID Number:	Type: ☐ SSN ☐ TIN ☐ Non-Resident With SSN / TIN ☐ Non-Resident Without SSN / TIN ☐ Individual Tax ID Number
Primary Owner Other ID (required if no Tax ID): ² (If you do not have a U.S. Tax ID, populate a checkbox to the right.)	Other ID Type: ☐ Drivers License ☐ Passport ☐ Other
¹ For joint accounts, please set up separate customer profiles for both the primary and secondary owners. ² If you do not have a U.S. Tax ID, you must use this same alternate ID for all CDARS and all ICS transactions with all institutions. If you subsequently obtain a U.S. Tax ID, you must promptly inform us and other institutions so that your correct information can be recorded for tax reporting, ICS document tracking, and FDIC insurance purposes.	

Customer Exclusions:

There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	TRN:	City, State:

Signatures:

Customer Signature _____	Date _____	Institution Signature _____	Date _____
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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-12
Budget Amendment - Facilities Maintenance Department

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-12

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

Seasonal/Temporary expenses in the Facilities Department will exceed the amount budgeted due to unforeseen absences of full-time employees within the department. A seasonal employee was hired to help with the workload. Staff recommends a transfer of \$5,400 from the Facilities Machine/Equipment account, 0011930 56400, to the Facilities Seasonal/Temporary account, 0011930 51300.

FISCAL IMPACT: Funds are available for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-12.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	1/2/2020
Nicole Bednar, Administrative Services Manager	1/8/2020
Dale L. Martin, City Manager	1/9/2020
Pauline Testagrose, Comptroller	1/13/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: December 31, 2019

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Seasonal/Temporary expenses in the Facilities Maintenance Department will exceed the amount budgeted due to unforeseen absences of full-time employees within the department; and

WHEREAS, staff recommends a budget transfer in the amount of \$5,400 from the Facilities Machine/Equipment account, 0011930 56400, to the Facilities Seasonal/Temporary account, 0011930 51300.

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

SECTION 1. The City Commission hereby approves the following transfer of \$5,400 from the Facilities Machine/Equipment account, 0011930 56400, to the Facilities Seasonal/Temporary account, 0011930 51300.

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-04
Motion to Reconsider - Proposal Approval - Bhide & Hall Architects, P.A.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-04

SYNOPSIS: On October 16, 2018, the City Commission approved Resolution 2018-159 approving a list of professional service firms. Bhide & Hall Architects, P.A. was included on the approved list based on the submitted statement of qualifications.

It has long been the belief that City Hall would transition to the downtown Post Office building; at this point, this move does not seem likely. Bhide & Hall Architects, P.A. will provide possible options.

Staff recommends that the City Commission approve the proposal submitted by Bhide & Hall Architects, P.A. for a study, evaluation, and recommendation for a new City Hall.

FISCAL IMPACT: Funds are available in the Capital Expansion Fund Building account, 3101000 56200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-04.

Tammi E. Bach, City Attorney 1/10/2020

Dale L. Martin, City Manager 1/13/2020

Pauline Testagrose, Comptroller 1/13/2020

Date: January 09, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PROPOSAL SUBMITTED BY BHIDE & HALL ARCHITECTS, P.A. IN THE AMOUNT OF \$38,420; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2018, the City approved Resolution 2018-159 which approved a list of professional service firms; and

WHEREAS, the firm, Bhide & Hall Architects, P.A., was included in the approved list for continuing service contracts; and

WHEREAS, staff recommends that the City Commission approve the proposal submitted by Bhide & Hall Architects, P.A. to study, evaluate, and provide a recommendation for a new City Hall; and

WHEREAS, funds are available in the Capital Expansion Fund Building account, 3101000 56200.

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

SECTION 1. The City Commission hereby approves the proposal submitted by Bhide & Hall Architects, P.A. in an amount not to exceed \$38,420 for a study, evaluation, and recommendation for a new City Hall.

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

ADOPTED this 7th day of January, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

RESOLUTION 2018-159

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, THROUGH REQUEST FOR QUALIFICATIONS 2018-18, APPROVING A LIST OF QUALIFIED PROFESSIONAL SERVICE FIRMS; AMENDING THE CITY PURCHASING POLICIES AND PROCEDURES MANUAL; AUTHORIZING EXECUTION OF CONTINUING CONTRACTS WITH SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City often has need for professional services (as defined by the Consultants' Competitive Negotiation Act [hereinafter "CCNA"]; Florida Statute 287.055, Sec. 2[a]) that are beyond the capabilities of existing City staff; and

WHEREAS, the City, through Request for Qualifications 2018-18, solicited qualifications from professional service providers and, through an Evaluation Committee, reviewed said qualifications; and

WHEREAS, the CCNA, Sec (2)(g) defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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

SECTION 1. The City Commission hereby approves the list of professional service firms, attached hereto as Exhibit "A."

SECTION 2. The City Manager and City Attorney are hereby authorized to enter into a continuing contract with firms included in "Exhibit A." Said continuing contract must include as an attachment the current fee schedule associated with each firm. Said continuing contract will be a term to run from November 1, 2018 through December 31, 2021, inclusive.

SECTION 3. The City's Purchasing Policies and Procedures Manual approved via Resolution 2018-78 is hereby amended to account for provisions included in CCNA, specifically adding the following to Sec. 3(F):

Professional services estimated to cost less than \$20,000 may be procured by choosing professional services providers from the list of professionals with continuing contracts, as defined by Section 287.055, Fla. Stats. ("CCNA"). Purchases for professional services are exempt from competitive purchasing requirements and exempt from the requirement for quotes if the professional has a continuing contract and estimated costs for the services is \$200,000 or less. Professional services estimated to cost between \$20,000 and \$200,000

must be approved by the City Commission even if a professional has a continuing contract with the City; however, these purchases are not subject to request for qualifications procedures as set forth in CCNA.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 16th day of October 2018.

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

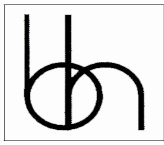


TAMMI E. BACH
City Attorney

RESOLUTION 2018-159
EXHIBIT A

Professional Provider	Location	Service
Arminius Consultants, LLC	Orlando, FL	Engineering
Applied Technology & Mgmt (ATM)	Gainesville, FL	Engineering
Ayers Associates, Inc.	Jacksonville, FL	Engineering
Baker Design Build	Jacksonville, FL	Engineering
Bhide & Hall Architects, PA	Orange Park, FL	Architecture
Castle Bay Design Studio	St. Augustine, FL	Landscape Architect
Civil Services, Inc. (CSI)	Jacksonville, FL	Engineering
CMAR Consulting, LLC	Jacksonville, FL	Engineering
Coyle & Caron Landscape Architecture	Orlando, FL	Landscape Architect
CPH, Inc.	Jacksonville, FL	Engineering
Fisher/Koppenhafer Architecture/Interior	Jacksonville, FL	Architecture
Four Waters Engineering	Jacksonville, FL	Engineering
Gillette & Associates, Inc.	Fernandina Beach, FL	Engineering
GAI Consultants, Inc	Jacksonville, FL	Engineering Landscape Architecture Survey and Mapping
Hanson Professional Services, Inc.	Jacksonville, FL	Engineering
Jones Edmonds & Assoc, Inc.	Jacksonville, FL	Engineering
Manzie & Drake Land Surveying	Fernandina Beach, FL	Surveying

Marquis Latimer & Halback	St. Augustine, FL	Landscape Architect
MRD Assoc, Inc.	Destin, FL	Engineering
Olsen Associates, Inc.	Jacksonville, FL	Engineering
R.E. Holland & Assoc, Inc.	Jacksonville, FL	Surveying and Mapping
Stone Engineering Group	Jacksonville, FL	Engineering
Systech Fire Protection LLC	Ruther Glen, VA	Engineering
Terracon Consultants, Inc.	Winterpark, FL	Engineering Architecture
TLC Engineering for Architecture	Jacksonville, FL	Engineering
Wood Environmental & Infrastructure Solutions, Inc.	Jacksonville, FL	Engineering



BHIDE & HALL ARCHITECTS, P.A.

December 2, 2019

Mr. Dale L. Martin
City Manager, Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Re: Evaluation Study
Fernandina Beach City Hall

Dear Mr. Martin;

We are pleased to offer this proposal to evaluate four possible locations for a new City Hall for the city of Fernandina Beach. Over the tenure of our practice, we have evaluated, designed, and constructed new city halls for three cities: Live Oak, Chipley, and Green Cove Springs.

Our understanding of our task is to study four possible scenarios for new positioning of the City Hall of Fernandina Beach, as follows:

- 1) The Peck Administrative Center,
- 2) The U.S. Post Office and Customs House on the corner of Atlantic Avenue and 4th Street,
- 3) Renovation of the existing City Hall Building,
- 4) A new building for the City Hall on the vacant lot on Ash Street across from the existing City Hall that is presently used for parking.

We will tour each location to evaluate existing conditions and suitability of each site for the purpose mention above, review the existing documents you have provided for our use, and prepare a report of what we determine. We expect to offer an opinion of reasonable life expectancy on existing architectural, structural, mechanical, plumbing, and electrical systems and related components and relevant civil engineering implications, along with an overall cost expectancy of the project on each of the four options. We are using local consultants familiar with local conditions. We further expect to conclude with a ranking of the four options which will be drawn for our conclusions in the study. We will confer with you and designated staff for review of our work prior to preparing the final study.

Our fee for this study will be \$38,420.00. We will provide 10 hard copies of our study, as well as an electronic copy, for your use. Our work will be concluded within 60 days from date we receive our Notice to Proceed.

We look forward to preparing a positive study. We hold this to be a serious effort which will be used as a basis in moving the project forward. Thank you for this opportunity to make a difference in Fernandina Beach.

Sincerely,

Robert McVeigh
AR0011549

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-08
Franchise Agreement - Harrell Land, LLC D/B/A Fernandina Beach Market Place

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-08

SYNOPSIS: Harrell Land, LLC d/b/a Fernandina Beach Market Place ("Marketplace") has had a franchise with the City to operate a Marketplace on Saturdays downtown since November 7, 2012, approval via Resolution 2012-181. The Marketplace was granted an extension via Resolution 2019-65 which expires on December 31, 2019.

The City Commission agrees to a new franchise agreement with initial 5-year term, through December 31, 2024. The most significant revision to the current agreement is the increased franchise fee (by \$1,500) including electricity costs.

FISCAL IMPACT: The City receives \$1,500 per year based on the current agreement which will be deposited into the General Fund Other Revenue account, 001 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-08.

Dale L. Martin, City Manager 1/14/2020

Pauline Testagrose, Comptroller 1/14/2020

Tammi E. Bach, City Attorney 1/14/2020

Date: January 09, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A NEW FRANCHISE AGREEMENT WITH HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harrell Land, LLC d/b/a Fernandina Beach Market Place (“Marketplace”) has had a franchise with the City to operate a Marketplace on Saturdays downtown since November 7, 2012, approval via Resolution 2012-181; and

WHEREAS, the Marketplace was granted an extension via Resolution 2019-65 which expires on December 31, 2019; and

WHEREAS, the City Commission believes it is in the best interest of the City to enter into a new franchise agreement with Fernandina Beach Market Place which has an initial term of five years.

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

SECTION 1. The City Commission approves a new franchise agreement with Harrell Land, LLC D/B/A Fernandina Beach Market Place effective through December 31, 2024.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the franchise agreement, attached hereto as Exhibit “1,” upon review and approval of the City Attorney.

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

ADOPTED this 21st day of January, 2020.

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

FRANCHISE AGREEMENT
FOR FARMERS MARKET

This FRANCHISE AGREEMENT (“Agreement”) is entered into on _____, 2020, by and between the City of Fernandina Beach, a Florida municipal corporation existing under the laws of the state of Florida, whose address is 204 Ash Street, Fernandina Beach, Florida 32034 (“CITY”), and Harrel Land, LLC d/b/a Fernandina Beach Market Place, a Florida limited liability company with authority to do business in Florida and whose address is 1875 South 14th Street, Suite A, Fernandina Beach, FL 32034 (“MARKET PLACE”), with reference to the following facts:

WHEREAS, a farmers’ market has operated successfully on 7th Street on Saturdays in Fernandina Beach for many years, and the MARKET PLACE wishes to continue operations in the same location; and

WHEREAS, the CITY wishes to allow the MARKET PLACE to use the 7th Street right-of-way between Centre Street and Alachua Street, or other mutually agreeable City property, on Saturdays (except during Shrimp Festival), subject to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The foregoing recitals attached hereto are hereby fully incorporated into this Agreement by this reference, and are true and complete.
2. Permitted Use. The CITY hereby grants the MARKET PLACE a non-exclusive franchise to occupy and utilize the CITY’s right-of-way on 7th Street between Centre Street and Alachua for the purpose of operating a MARKET PLACE on Saturdays from 7:00 am to 2:00 pm (except on Shrimp Festival weekend). The CITY and MARKET PLACE may mutually agree, in writing, to move the location of the MARKET PLACE to another location on CITY property or right-of-way. The MARKET PLACE is responsible for all set up and clean up, and clean up must be completed by 2:00 pm on Saturdays. The MARKET PLACE and the City Manager may, in writing, mutually agree to extended or modified hours of operation of the Farmers Market, as needed. The MARKET PLACE understands and agrees not to operate during Shrimp Festival weekend. There will be no driving in the event area once the MARKET PLACE begins set up on Saturdays. The CITY has no operational responsibility for the MARKET PLACE event, and the MARKET PLACE assumes all operational responsibility for the event including developing and implementing rules for the market and market area which will not conflict with federal, state, or local laws. The MARKET PLACE understands and agrees that 7th Street is a right-of-way with limited facilities such as restrooms or trash receptacles. The MARKET PLACE will control all aspects of advertising, vendors, selection of vendors, number of vendor spaces, access (including compliance with applicable local, state, and federal regulations related to accessibility), collection and payment of money, compliance with laws and procuring required insurance for the event. The MARKET PLACE and its vendors may provide and sell produce, meat, fish, eggs, beverages, prepared food products, plants, herbs, and natural-based products. The MARKET PLACE is permitted to feature one “business of the

week” booth at the market to include any business located within the boundaries established for the City of Fernandina Beach Main Street district that may feature its business with merchandise, promotional materials, and other information about its business at the market.

During the term of this Agreement, MARKET PLACE has the right, at its expense, to place in the event area, a sign or signs identifying the MARKET PLACE. Said sign or signs must be of a size, shape, and design, and at a location or locations, approved by the CITY.

3. Binding Effect. The terms of this Agreement are binding upon the CITY, MARKET PLACE and any successors and heirs of the CITY and MARKET PLACE.
4. Term. The term of this Agreement is a period of five (5) years (“Term”), running from January 1, 2020 through December 31, 2024 (inclusive), unless terminated sooner in accordance with Section 16 below. MARKET PLACE and CITY officials will discuss an extension (and if appropriate, revision of terms) during the first six months of the final year of this Agreement (January 1, 2020 - June 30, 2024). If an extension or terms cannot be agreed to within that time, the City, at its sole discretion, may prepare a new Request for Proposals for the operation of a farmers’ market beginning January 1, 2025.
5. Franchise Fee. The MARKET PLACE will pay annually to the City the total amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) on or before November 8 each year for the following year as consideration for the grant of this non-exclusive franchise. The annual franchise fee includes the use of electricity from existing City-installed pedestals.
6. Release and Indemnification. MARKET PLACE understands, acknowledges and agrees to assume all risks and hazards incidental to MARKET PLACE's operating a farmers’ market. MARKET PLACE does hereby agree to waive, release, absolve, and covenants not to sue the City, its mayor, commissioners, officers, employees, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or MARKET PLACE's operation on 7th Street right-of-way. MARKET PLACE further agrees to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys’ fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or MARKET PLACE's operation on 7th Street right-of-way. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of MARKET PLACE's operation on 7th Street right-of-way. This indemnification obligation survives the termination or expiration of this Agreement. Notwithstanding the foregoing, nothing herein constitutes a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
7. Independent Contractor. In conducting its operations hereunder, MARKET PLACE acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of MARKET PLACE employees and vendors is the sole

responsibility of MARKET PLACE, and CITY will not attempt to exercise any control over the daily performance of duties by MARKET PLACE employees and vendors.

8. Insurance. MARKET PLACE must always obtain and maintain continuously in effect during the term of this Agreement, with the entire premium for said coverage's to be paid entirely by the MARKET PLACE, the following insurance:
 - (a) Comprehensive general liability insurance protecting MARKET PLACE and CITY against any and all liability by reason of MARKET PLACE operation, caused by or arising out of any wrongful and/or negligent act or omission of MARKET PLACE or any of its vendors, in the minimum amount of \$1,000,000.00; and
 - (b) The insurance specified in Section 8(a) must name CITY as an additional insured by separate written endorsement. The insurance coverage specified in Section 8(a) may not be terminated or changed without providing at least thirty (30) days written notice to City. MARKET PLACE must provide City with certificates of insurance and endorsements evidencing coverage annually. If, at any time, MARKET PLACE does not have the required insurance, or such insurance is materially modified, canceled, or not renewed, City may immediately terminate this Agreement without liability, fee or penalty.
 - (c) City and MARKET PLACE mutually agree to notify each other in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which either party has knowledge, and to cooperate with each other in the investigation and defense thereof.
9. Representation and Warranty. The City represents and warrants that it is the owner of the 7th Street right-of-way. The City further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the City has full power and authority to bind the City to the terms hereof.
10. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations throughout the term of this Agreement; provided, however, that MARKET PLACE is only required to comply with laws specifically relating to its use and occupancy of the 7th Street right-of-way and is not required to remedy any pre-existing condition in the right-of-way or construct any alterations to comply with the Americans with Disabilities Act. Pursuant to Chapter 74 of the City Code of Ordinances and Chapter 205, Florida Statutes, as they may be amended from time to time, the MARKET PLACE agrees to pay an annual local business tax in accordance with City ordinances every year no later than September 30. The City Commission reserves the right to increase or decrease the local business tax applicable to the MARKET PLACE by ordinance.
11. No Assignment. This Agreement, or any part thereof, may not be assigned, or transferred by the MARKET PLACE, by process or operation of law or in any other manner whatsoever, without the prior written consent of the City and approval by the City Commission.
12. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement will not be affected by any such provision.

13. Entire Agreement. This Agreement contains the entire agreement between the City and MARKET PLACE about the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments may be made to this Agreement unless it is in writing and signed by both parties to this Agreement.
14. Notices. All notices to be provided hereunder will be delivered to the parties at their addresses stated above either by certified mail, return receipt requested, in which case such notice will be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice will be deemed given upon delivery to the above-specified address.
15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered is be deemed an original and all of which when taken together constitutes one and the same instrument.
16. Termination. This Agreement is subject to termination by either party in the event of any one or more of the following:
- (a) The abandonment of the Premises by MARKET PLACE for activities related with such organization;
 - (b) The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same; or
 - (c) Damage to or destruction of all or a material part of the event area necessary to the operation of the MARKET PLACE business or services.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

“MARKET PLACE”

HARREL LAND, LLC

“CITY”

CITY OF FERNANDINA BEACH

By: _____

Print Name: _____

Title: _____

Dale L. Martin, City Manager

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach, City Attorney

ATTEST:

Caroline Best, City Clerk

Mr. Dale L. Martin

From: Alisha Brown
Sent: Wednesday, December 4, 2019 11:50 AM
To: Nicole Bednar
Cc: Mr. Dale L. Martin; Nan Voit
Subject: RE: Information - Farmers Market

Randy stated the cost was \$35.00.

Alisha Brown

City of Fernandina Beach
Parks and Recreation Department
(904) 310-3366



From: Nicole Bednar
Sent: Tuesday, December 03, 2019 10:37 AM
To: Alisha Brown
Cc: Mr. Dale L. Martin; Nan Voit
Subject: RE: Information - Farmers Market

Thank you for the prompt reply! We still need to know the cost of the pedestal installation itself. Thanks!

Nicole Bednar
Administrative Services Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3103 | nbednar@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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

From: Alisha Brown <abrown@fbfl.org>
Sent: Tuesday, December 3, 2019 10:33 AM
To: Nicole Bednar <nbednar@fbfl.org>
Cc: Mr. Dale L. Martin <dmartin@fbfl.org>; Nan Voit <nvoit@fbfl.org>
Subject: RE: Information - Farmers Market

Nicole,

The total cost for the last 12 months of service is \$990.75. The average monthly cost is \$82.57. The customer charge for this meter (if no electricity is used) is \$24.14 per month.

Let me know if you need any additional information.

Alisha Brown

City of Fernandina Beach
Parks and Recreation Department
(904) 310-3366



From: Nicole Bednar
Sent: Tuesday, December 03, 2019 10:27 AM
To: Alisha Brown
Cc: Mr. Dale L. Martin; Nan Voit
Subject: Information - Farmers Market

Hi Alisha,

Mr. Martin would like to know the cost of the electric pedestal that was installed for the Farmers' Market (on N. 7th St.) as well as the average monthly amount charged for electricity. Mr. Martin is finalizing documents related to the Farmers' Market today...

Thanks,

Nicole Bednar
Administrative Services Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3103 | nbednar@fbfl.org
www.fbfl.us



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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-13
Sole Source Vendor Approval - iamGIS Group, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-13

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

The purpose of this Resolution is to obtain City Commission approval for iamGIS Group, LLC to be recognized as a sole source vendor in the current fiscal year for the provision of Geographical Information System (GIS)/Asset Management Software and Services.

The Utilities Department must comply with the U S Environmental Protection Agency's Risk and Resilience Assessments and Emergency Response Plans and in doing so will need to obtain GIS/ Asset Management Software and Services. iamGIS Group, LLC will be a new vendor providing expertise not currently available.

iamGis was built specifically for managing small to mid-sized municipalities and utilities and currently is used by thirty-seven other utilities departments in Florida. They have the only market solution that offers unlimited maps, layers, storage, back-up, built-in work orders, texts, and email notifications on one platform. They are fully customizable and the only software used by the City's valve and hydrant service provider.

FISCAL IMPACT: Funds are budgeted and available with cost to be divided equally from the Water and Wastewater Contractual Accounts, 460 53400 & 450 53400, respectively.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Resolution 2020-13.

John Mandrick, Utilities Director	1/6/2020
Nicole Bednar, Administrative Services Manager	1/9/2020
Dale L. Martin, City Manager	1/13/2020
Pauline Testagrose, Comptroller	1/14/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: December 19, 2019

Submitted By: Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2020-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING IAMGIS GROUP, LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Utilities Department must comply with the U S Environmental Protection Agency's Risk and Resilience Assessments and Emergency Response Plans and in doing so needs Geographical Information System (GIS)/Asset Management Services and Software; and

WHEREAS, iamGIS is the only current software that is fully customizable and provides unlimited maps, layers, storage, back-up, built-in work orders, text, and email notifications on one platform; and

WHEREAS, iamGIS is the only software used by the City's valve and hydrant service provider; and

WHEREAS, iamGIS Group, LLC has submitted a proposal in the amount of \$35,000 for the provision of GIS/Asset Management Software and Services; and

WHEREAS, staff recommends approving iamGIS Group, LLC as the sole source provider; and

WHEREAS, funds are budgeted and available with cost to be divided equally between Water and Wastewater contractual services accounts, 460 53400 and 450 53400, respectively.

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

SECTION 1. The City Commission hereby approves iamGIS Group, LLC as a sole source vendor for the provision of GIS/Asset Management Software and Services in the amount of \$35,000.

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

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



GIS / Asset Management Software and Services
Proposal for:
City of Fernandina Beach (FL) Utilities Dept.
Expires January 31, 2020

GIS Services and Account Set-up

- Conversion of all existing AutoCAD (DWG) files into GIS
- Georeference all converted and imported data
- Creation of customized attribute fields for each asset layer
- Creation of customized drop-down menus for specified attribute fields
- Creation of customized color-coding classification settings
- Import any desired shapefiles from county [property lines, easements, etc.]

Total Up-front: \$ 17,000.00

Company:
iamGIS Group, LLC

Client:
City of Fernandina Beach (FL)
Utilities Department

Signature: _____

Signature: _____

Name: Tony Shriner

Name: _____

Title: President/COO

Title: _____

Date: 12/18/2019

Date: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

Remainder of page intentionally left blank



GIS / Asset Management Software and Services
Proposal for:
City of Fernandina Beach (FL) Utilities Dept.
Expires January 31, 2020

Software

- Unlimited concurrent licenses for one (1) year
- Unlimited data/digital media storage and back-up
- Unlimited maps and layers
- Unlimited access to all tutorial videos
- Unlimited customer support & future retraining
- Facility / Plant management [digitize floor plans] for five (5) plants
- Built-in work orders for maintenance tracking
- Built-in text and email notifications: work orders & preventative maintenance
- All future enhancements/updates on existing functionality
- GPS/GNSS receiver Bluetooth capabilities: \$ 15,000.00

Training

- Up to five (5) hours of on-site training and unlimited web training: \$ 3,000.00

Total Up-front: ***\$ 18,000.00***

Recurring expenses – beginning year two

- Unlimited software licenses & all above 'Software' options \$ 15,000.00

Company:
iamGIS Group, LLC

Client:
City of Fernandina Beach (FL)
Utilities Department

Signature: _____

Signature: _____

Name: Tony Shriner

Name: _____

Title: President/COO

Title: _____

Date: 12/18/2019

Date: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-14
Budget Amendments / Purchase Approval - Building Department

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-14

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

Current vehicle assignments are insufficient to accommodate the Building Department's staffing and work load.. Additional vehicles are necessary to provide the level of service required. Funds in the amount of \$94,671 are available to be transferred from Building Reserve account, 140 59990, to Building Machine/Equipment account, 140 56400 for the purchase of additional vehicles. The Fleet Division and Building Department requests the City Commission's approval to execute the budget amendment and authorize the purchase of these additional vehicles (see Exhibit "B"). The proposed purchase complies with the Vehicle Use Policy and pricing is through pre-approved contracts for government use (Florida State Contract, Florida Sheriff's Association, etc.).

For over twenty years, permit documents and building plans have been accumulating in storage. Per the State of Florida, Commercial and Residential plans must be retained for ten years (or life of building for commercial, whichever is longer). Therefore, some records need to be purged and others will be retained by scanning and saving them electronically. Sorting records for retention and disposal will be completed by existing staff along with additional temporary part-time staff. Document scanning will be performed by a document scanning service company. Funds in the amount of \$251,400 are available to be transferred from Building Reserve account, 140 59990, to Building Temporary account, 140 51300 (\$93,600); Building FICA account, 140 52100 (\$7,200); Building Workers' Compensation account, 140 52400 (\$600); and Building Professional Services account, 140 53100 (\$150,000).

FISCAL IMPACT: Funds are available for these transfers and purchases.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-14.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	1/9/2020
Dale L. Martin, City Manager	1/13/2020
Pauline Testagrose, Comptroller	1/14/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: January 03, 2020

Submitted By: Stephen Beckman, Building Director

COMMISSION ACTION: Approve

RESOLUTION 2020-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; APPROVING THE PURCHASE OF ADDITIONAL VEHICLES FOR THE CITY FLEET IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, funds in the amount of \$251,400 have not been budgeted for assistance in purging and scanning stored permitting documents in the Building Department (see Exhibit "A"); and

WHEREAS, funds in the amount of \$94,671 have not been budgeted for additional vehicles for existing positions; and

WHEREAS, staff recommends a budget transfer in the amount of \$346,071 from Building Reserve account, 140 59990, to: Building Temporary account, 140 51300 (\$93,600); Building FICA account, 140 52100 (\$7,200); Building Workers' Compensation account, 140 52400 (\$600); Building Professional Services account, 140 53100 (\$150,000); and Building Machine/Equipment account, 140 56400 (\$94,671); and

WHEREAS, the Fleet Maintenance Division requests City Commission approval to execute orders for three additional vehicles for the Building Department in Fiscal Year 2019/2020 utilizing pricing set through pre-approved contracts for government use (Florida Sheriff's Association, Florida State Contract, etc.)(see Exhibit "B").

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

SECTION 1. The City Commission hereby approves a budget transfer in the amount of \$346,071 from Building Reserve account, 140 59990, to: Building Temporary account, 140 51300 (\$93,600); Building FICA account, 140 52100 (\$7,200); Building Workers' Compensation account, 140 52400 (\$600); Building Professional Services account, 140 53100 (\$150,000); and Building Machine/Equipment account, 140 56400 (\$94,671).

SECTION 2. The City Commission hereby approves the purchase of three additional vehicles for the City fleet in Fiscal Year 2019/2020.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to these purchases, upon the review and approval of the City Attorney.

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Record scanning and purging project

Purpose

The Building Department is required by state law to maintain records for a specified period of time. Once that time is over, records may be disposed of in a manner prescribed by Florida Administrative Code and Florida Statutes. The City of Fernandina Beach has retained many records well past the point of required custodial requirements. Cost of storage and maintenance of these records cannot be maintained indefinitely and the Department needs to purge the records that are no longer required to be maintained.

See the sections below which state the State requirements for retention of these records:

General Records Schedule GS1-SL for State and Local Government Agencies

ARCHITECTURAL/BUILDING PLANS: COMMERCIAL Item #216

This record series consists of graphic and engineering records (blueprints, elevations, specification plans, as-builts, etc.) that depict conceptual as well as precise measured information for the planning and construction of, or additions to, commercial buildings, including government facilities. The record copy is held by the local government permitting authority (often a building department). Other governmental departments may hold duplicates for their reference use. Refer to Chapter 553, *Florida Statutes*, Building Construction Standards, and Section 95.11(3)(c), *Florida Statutes*, Statute of Limitations regarding design, planning, or construction of an improvement to real property. See also "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN," and "ENGINEERING RECORDS: INFRASTRUCTURE."

RETENTION: Retain for life of structure OR 10 anniversary years after issuance of certificate of occupancy or termination of contract with professional engineer, registered architect, or licensed contractor, whichever is later.

ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL Item #252

This record series consists of graphic and engineering records (blueprints, elevations, specification plans, as-builts, etc.) that depict conceptual as well as precise measured information for the planning and construction of, or additions to, residential buildings and single family residences. The record copy is held by the local government permitting authority (often a building department). Other governmental departments may hold duplicates for their reference use. Refer to Chapter 553, *Florida Statutes*, Building Construction Standards, and Section 95.11(3)(c), *Florida Statutes*, Statute of Limitations regarding design, planning, or construction of an improvement to real property. See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN," and "ENGINEERING RECORDS: INFRASTRUCTURE."

RETENTION: 10 anniversary years after issuance of certificate of occupancy.

ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN Item #332

This record series consists of building plans and permit applications that have been submitted for review but were abandoned or withdrawn by the applicant with no permit issued, or upon verification that no work was performed under the permit. The retention is based on Florida Building Code 104.1.6, Time Limitations: "An application for a permit for any proposed work shall be deemed to have been abandoned 6 months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time for periods of not more than 90 days each may be allowed by the building official for the application, provided the extension is requested in writing and justifiable cause is demonstrated." See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," and "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL."

RETENTION: 6 months after last action.

Procedure Summary

A temporary part time crew will be put together by the Building Department to go through all the stored plans and files and separate out the files that have not reached the 10 year anniversary. Documents less than 10 years old will be scanned and saved electronically. Files older than 10 years, will be placed in a storage unit for other city departments to evaluate and determine if they want to be retained or disposed of. Documents that the city will want to be preserved can be set aside to be scanned.

Documents which are currently in the Building Department are less than 10 years old, and will be scanned first. Once these documents have been scanned, the documents in storage that have been set aside as to be retained, will be scanned next. Documents that have been determined to be disposed of will be set aside in a separate storage unit and scheduled for shredding. Proper procedures as described in **GENERAL RECORDS SCHEDULE GS1-SL FOR STATE AND LOCAL AGENCIES** will be followed.

Scanning process

- Various document types will be scanned into Energov Permitting system and be organized by a PIN system

Project time frame

January:

1. Temporary part time crew will be hired and begin document evaluation and sorting into storage units for scanning and disposal.
2. RFP for scanning services to be issued.
3. Resolution for scanning and internal labor to sift through stored documents, additional storage units.

February:

1. Scanning of documents at Building department will begin.
2. Scanning of documents in Storage to be retained will begin.

August:

All documents to be scanned will be complete. Files to be disposed of will be scheduled for shred by end of month.

Estimated Project costs

Temporary Part-time Staff: \$101,000

Storage Unit rentals for 6 months: \$1,800

Document scanning services: \$150,000

Motor Vehicles (25100000-19-1)					
Price Quote Form (PQF)					
(STATE AGENCIES MUST ALSO SUBMIT MP6301)					
AWARDED CONTRACTOR INFORMATION					
Vendor Name:		COGGIN FORD			
Street Address:		9650 ATLANTIC AVE			
City, State, Zip:		JACKSONVILLE FL 32225			
Contact Person:		ERIC JORE	Title:	GOVERNMENT SALES	
Original Quote Date:		12/31/19	Revised Quote Date:		Est. Delivery: 90-120 DAYS
Phone #'s:	Primary:	407-234-5116	Secondary:		
Email Address:		EJORE@COGGINAUTOCOM			
Fax #:					
Vendor Purchase Order No.					
REQUESTING CUSTOMER INFORMATION					
Agency/Organization Name:		CITY OF FERNANDINA BEACH			
Contact Person:		JEREMIAH GLISSON	Title:	FLEET MANAGER	
Phone #'s:					
Email Address:					
Fax #:					
SECONDARY CUSTOMER CONTACT (OPTIONAL)					
Contact Person:			Title:		
Phone #'s:					
Email Address:					
Fax #:					
THE INFORMATION IN THIS SECTION MUST MATCH THE AWARDED CONTRACTOR'S PRICE SHEET					
UNSPSC* Commodity Code	Vehicle Group		Line No.	Sub-Group	
25101507	LIGHT TRUCKS		119		
Representative Model Description			Base Vehicle Price		OEM Options Discount %
2020 FORD F150 SUPERCREW 4X4 W5.5 BED W1E			\$26,395.00		3%
Manufacturer's OEM Option Code(s)	Description	MSRP \$###.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
100A	100A EQUIPMENT GROUP			\$ -	\$ -
99B	3.3L V6 GAS ENGINE			\$ -	\$ -
446	6 SPEED AUTO TRANSMISSION			\$ -	\$ -
XL6	LIMITED SLIP 3.73 AXLE			\$ -	\$ -
53A	TRAILER TOW PACKAGE	\$ 995.00	3.00%	\$ 29.85	\$ 965.15
85A	POWER WINDOWS, LOCKS, KEYLESS ENTRY	\$ 1,170.00	3.00%	\$ 35.10	\$ 1,134.90
52P	SYNC RADIO	\$ 420.00	3.00%	\$ 12.60	\$ 407.40
60M	FORDPASS 4G Wi-Fi (Req'd with SYNC)	\$ 225.00	3.00%	\$ 6.75	\$ 218.25
50S	CRUISE CONTROL (Req'd with SYNC)	\$ 225.00	3.00%	\$ 6.75	\$ 218.25
413	SKID PLATES	\$ 160.00	3.00%	\$ 4.80	\$ 155.20
168	CARPET IN LIEU OF VINYL FLOORING	\$ 145.00	3.00%	\$ 4.35	\$ 140.65
A	VINYL 40/20/40 FRONT SEATING			\$ -	\$ -
AG	MEDIUM EARTH GRAY INTERIOR			\$ -	\$ -
YZ	OXFORD WHITE EXTERIOR			\$ -	\$ -
96W	SPRAY BED LINER	\$ 595.00	3.00%	\$ 17.85	\$ 577.15
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OEM OPTIONS TOTAL COST:				\$ 118.05	\$ 3,816.95

Identified Aftermarket Option Code(s)	Description	MSRP \$###.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				\$ -	\$ -
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				\$ -	\$ -
IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ -
Non-Identified Aftermarket Option Code(s)	Description	MSRP \$###.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	4 CORNER LEDS AMBER BROOKINGS	\$ 695.00		\$ -	\$ 695.00
	LAP TOP STAND	\$ 650.00		\$ -	\$ 650.00
				\$ -	\$ -
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NON-IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ 1,345.00
GRAND TOTAL PER REPRESENTATIVE MODEL:					\$ 31,556.95
Additional Savings Off Contract Price Per Vehicle (Please provide detailed information in Vendor Comments below.)					\$ -
Total Vehicles Quoted (with the same OEM, Identified Aftermarket, and Non-Identified Aftermarket Options above):					3
PURCHASE ORDER GRAND TOTAL:					\$ 94,670.85
Vendor Comments:					
Customer Comments:					
*UNSPSC = United Nations Standard Products and Services Commodity Code					

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-15
Change Order Approval - Marina Utilities, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-15

SYNOPSIS: The fueling system at the Fernandina Beach Marina was significantly damaged by Hurricane Matthew. The City issued Invitation to Bid #17-26 for the Marina Fuel Line Repairs, Improvements and/or Enhancements project and awarded the bid to Marina Utilities, Inc. via Resolution 2018-13 on February 6, 2018, in the amount of \$87,950.

The attached Change Order in the amount of \$12,500 from Marine Utilities, Inc. is for the design of the Northern Attenuator fueling system, electrical system, water supply and fire prevention system. This design will include sealed and stamped plans for all utilities.

FISCAL IMPACT: Funding is available in Marina Building account, 480 56200, in FY 2019/2020 (Project #19047).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-15.

Dale L. Martin, City Manager 1/13/2020

Pauline Testagrose, Comptroller 1/13/2020

Tammi E. Bach, City Attorney 1/14/2020

Date: December 20, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #1 WITH MARINA UTILITIES, INC. IN THE AMOUNT OF \$12,500 FOR THE DESIGN OF THE NORTHERN ATTENUATOR FUELING SYSTEM, ELECTRICAL SYSTEM, WATER SUPPLY, AND FIRE PREVENTION SYSTEM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #17-26 for the Marina Fuel Line Repairs, Improvements and/or Enhancements project; and

WHEREAS, on February 6, 2018, the City Commission awarded the bid to Marina Utilities, Inc. via Resolution 2018-13 in the amount of \$87,950; and

WHEREAS, following commencement of this project, additional work has been identified related to the design of the northern attenuator fueling system, electrical system, water supply, and fire prevention system; and

WHEREAS, Marina Utilities, Inc. submitted Change Order #1 in the amount of \$12,500; and

WHEREAS, funding is budgeted in the Marina Building account, 480 56200, in FY 2019/2020 (Project #19047).

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

SECTION 1. The City Commission hereby approves Change Order #1 with Marina Utilities, Inc. and authorizes increasing the total project cost to \$100,450.

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

ADOPTED this 21st day of January, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney



Purchase Order

Fiscal Year 2018

Page: 1 of: 1

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

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

Purchase Order # **18000179**

Delivery must be made within doors of
specified destination.

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MARINA UTILITIES, INC.
10951 HARMONY PARK DRIVE
BONITA SPRINGS, FL 34135

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MARINA
23 SOUTH FRONT STREET
FERNANDINA BEACH, FL 32034

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference			
			18301				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
02/23/2018	7097	02/21/2018			MARINA		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Pre-Certification of Marina Fue						
1	Marina fuel line Improvements and/or Safety Enhancements			1.0	EACH	\$87,950.00	\$87,950.00
	***** GL SUMMARY *****						
	480 - 56300			\$87,950.00			

By: PAC Clifford
Comptroller

VENDOR COPY

Total Ext. Price	\$87,950.00
PO Total	\$87,950.00

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

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

**Marina Utilities, Inc**

Bonita Springs, FL 34135
10951 Harmony Park Drive

Change Order #1

Date 12/16/2019 **Document #** 224

Name / Address

Maintenance Dept. - Facilities
City Of Fernandina Beach
1180 South 5th Street Ext.
Fernandina Beach, FL 32034

Project

FB - Fuel System Repair

Description	Qty	U/M	Rate	Total
Design utilities for the North Attenuator project including electric, water, fire protection, gas and diesel dispensing. Design will connect with existing utilities on the docks and utilize existing fuel dispensers			12,500.00	12,500.00
APPROVED AS TO FORM AND LEGALITY:  CITY ATTORNEY Approved By _____ Signature _____ Date _____				

Phone # 239-405-8877
Fax # 239-405-8878

accounting@marinautilities.com
www.MarinaUtilities.com

Subtotal \$12,500.00

Sales Tax (6.5%) \$0.00

Total \$12,500.00

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-16
Sole Source Vendor Approval - Marina Utilities, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-16

SYNOPSIS: Marina Utilities, Inc. has provided a proposal in the amount of \$289,950 to furnish and install the northern attenuator electrical, water, and fire prevention utilities as well as finalize the installation of the Marina fueling system.

Staff requests City Commission approval of Marina Utilities, Inc. as a sole source vendor. Marina Utilities, Inc. is the main contractor responsible for the installation of all utilities for the southern basin. Additionally, Marina Utilities has an existing repair contract for the fueling system which will piggyback onto this contract. Based on staff's prior experience, other contractors are able to provide support for only one of the utilities and not all four systems; Marina Utilities is able to coordinate and install the four systems. If the City were to follow the Request for Proposal (RFP), four separate RFP's and four contracts would need to be issued and work coordinated, thereby causing further delays.

City employees are not licensed/trained to install these systems.

FISCAL IMPACT: Funding is available in Marina Building account, 480 56200, in FY 2019/2020 (Project #19047).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-16.

Dale L. Martin, City Manager	1/13/2020
Pauline Testagrose, Comptroller	1/13/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: January 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING MARINA UTILITIES, INC. AS THE SOLE SOURCE VENDOR FOR FURNISHING AND INSTALLING THE NORTHERN ATTENUATOR ELECTRICAL, WATER, AND FIRE PREVENTION UTILITIES IN ADDITION TO FINALIZING THE INSTALLATION OF THE FUELING SYSTEM IN AN AMOUNT NOT TO EXCEED \$289,950; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, expenses related to furnishing and installing the northern attenuator electrical, water, and fire prevention utilities in addition to finalizing the installation of the fueling system are anticipated to exceed the sole source limit of \$20,000 and City Commission approval is required for sole source expenses exceeding this amount; and

WHEREAS, Marina Utilities, Inc. is the main contractor responsible for the installation of all utilities for the southern basin. Additionally, Marina Utilities has an existing repair contract for the fueling system; and

WHEREAS, Marina Utilities, Inc. has provided a proposal in the amount of \$289,950 to furnish and install the northern attenuator electrical, water, and fire prevention utilities as well as finalize the installation of the Marina fueling system; and

WHEREAS, staff requests City Commission approval of Marina Utilities, Inc. as a sole source vendor in FY 2019/2020; and

WHEREAS, funding is available in Marina Building account, 480 56200, in FY 2019/2020 (Project #19047).

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

SECTION 1. The City Commission hereby approves Marina Utilities, Inc. as a sole source vendor and accepts the proposal (Exhibit "A") submitted by Marina Utilities, Inc. in an amount not to exceed \$289,950 for furnishing and installing the northern attenuator electrical, water, and fire prevention utilities in addition to finalizing the installation of the fueling system.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute an agreement with Marina Utilities, Inc.

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

ADOPTED this 21st day of January, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney

Prepared for: Bronson Lamb

January 4, 2020

Subject: Utilities for the North Attenuator

Proposal

Marina utilities will design, furnish and install utilities for the marina consisting of electric, water, fuel and fire standpipe system. The electric, fire and water systems are to tie into the existing systems on the South Attenuator. The fuel system point of connection is the transition sump at the top of the gangway. All utilities to be located in trough provided by others. Marina Utilities will install trough divider provided by others.

Major components include but are not limited to;

Fire

Quantity	Description	
240'	3" SDR11 HDPE Pipe	
60	Stainless Hangers (316ss)	
2	Hose Valve stations	
2	Aluminum pedestals	
3	Fire Extinguishers in Cabinets	
1	Tie In	

Water

Quantity	Description	
300	2" SDR11 HDPE Pipe	
75	Stainless Hangers (316ss)	
4	Hose Bibb Hookups	
1	Isolation valves	
1	Tie in	
0	Flex Connections	



Electric - Design includes 200A service for north docks and 100A service for Ships Store.

Quantity	Description
7	Powdercoated Stainless Steel Pedestals
1	800A Stainless Steel Panelboard
1	200kVa Transformer, Nema 3
All	Copper Cunductors in Type G cable
1	Tie into existing at south attenuator
1	Utilize existing grounding system

Fuel System

Furnish and install 5 new dispenser sumps with piping, power and leak detection. Reuse and install existing dispensers and existing Veeder Root monitoring system.

We propose to furnish the above for the sum of \$289,950.00 (two hundred eighty thousand nine hundred fifty dollars and no cents)

Deposit of 50% required upon acceptance. Remainder billed monthly on percentage of completion.

Exclusions: Permit fees
 Landscaping, concrete or asphalt restoration

AUTHORIZED SIGNATURE *R. MacDonald* — President

This proposal is revoked if not accepted within 30 days.

All materials to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee.

Acceptance of proposal---The prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

X _____

Signature

Date

APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-17
Award Bid #19-27 - Brance Diversified, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-17

SYNOPSIS: The City solicited competitive bids for marina-related projects, specifically the removal, restoration (or replacement) of docks and dockpiles. This project was published as Invitation to Bid (ITB) 19-27 on November 25, 2019.

Four bids were submitted by the December 23, 2019, deadline. Brance Diversified, Inc. submitted the lowest bid in the amount of \$569,000.

FISCAL IMPACT: Funding for the project is appropriated in the Marina Building account, 480 56200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-17.

Dale L. Martin, City Manager 1/10/2020

Pauline Testagrose, Comptroller 1/13/2020

Tammi E. Bach, City Attorney 1/14/2020

Date: January 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID #19-27 TO BRANCE DIVERSIFIED, INC. TO REMOVE / INSTALL THE NORTHERN ATTENUATOR DOCKS AND DOCKPILES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited competitive bids for marina-related projects, specifically the removal, restoration (or replacement) of docks and dockpiles. This project was published as Invitation to Bid (ITB) 19-27 on November 25, 2019; and

WHEREAS, four bids were submitted by the December 23, 2019, deadline; and

WHEREAS, Brance Diversified, Inc. submitted the lowest bid in the amount of \$569,000.

WHEREAS, funding for the project is appropriated in the Marina Building account, 480 56200.

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

SECTION 1. The City Commission hereby approves the award of ITB #19-27 to Brance Diversified, Inc. in the amount of \$569,000.

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**.

A mandatory pre-bid meeting will be held at 10:00am, December 5, 2019 at the City of Fernandina Beach Marina, 3 South Front Street, Fernandina Beach, FL 32034.

The City will receive sealed bids at the location stated below not later than **2:00PM December 23, 2019**.

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

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 #19-27** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #19-27**
204 Ash Street
Fernandina Beach, FL 32034

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

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

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**". **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 #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

SCOPE OF WORK

Successful bidder is required to demolish and remove existing docks and piles, purchase, supply and install 13 steel anchor piles and install seven floating dock sections. An updated drawing will be available at the pre-bid meeting December 5, 2019.

Demolition:

- Remove a total of 24 existing concrete pilings
- Remove approximately three hundred linear feet of attenuator/flogging docks and dispose of appropriately.
- Remove one existing over-water building, and floating foundation docks.
- Title to materials and equipment to be removed is vested in the Contractor upon approval by the City of Fernandina Beach of the Contractors authorization to begin removal. The COFB will not be responsible for the condition or loss of, or damage to such property after award. Showing for sale or selling materials on site is prohibited.

Construction:

Pilings Installation:

- Install contractor supplied, 13 steel pilings- 90'x 30x .750.
- Interior and exterior surfaces of pipe piles shall be coated with Sherwin Williams Poly Cote 110, to a thickness of 150 mls from the top to 45'
- LIFTING EYES – FILLED/PLUGGED AND WELDED TO SEAL. PAINTED AND FINISHED.
- A finish coat of SHERWIN WILLIAMS paint, (black) shall be applied to the exterior top 45' and RETOUCED AS NECESSARY BEFORE FINAL APPROVAL.
- Supply and install 13 piling caps, to match exactly the piling caps used on the Southern Attenuator.
- Installation will follow DOT guidelines.
- Pile driving records requirements according to FDOT standard specifications, section 455.
- Post survey-
 - *Confirming pile heights to 13.5 NAVD
 - *Survey information to be incorporated in as-built survey
 - *And shall be performed according to requirements of applicable sections of Florida minimum technical standards Chapter 5J-17.051 to 5J-17.053, F.A.C.

Construction:

Floating Docks Installation:

- Transport City supplied DOCK SECTIONS VIA WATER, from Worldwide Terminals, 315 North 2nd St., Fernandina Beach, FL., TO THE MARINA.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

- Install 300 linear feet of MARINTEK floating docks to connect same.
- Install two 13'X60' floating building dock platforms and connect same.
- Install one existing 6'x30' aluminum gangway.
- Install two MARINETEK FURNISHED, aluminum bridges/ramps and corresponding hand rails, connecting attenuator to floating building platform.
- Furnish and install two (2) safety ladders, specified to match those on Southern Attenuator.

TIME of PERFORMANCE

The contractor is required to prepare and submit a detailed Critical Path Method (CPM) at the time of the project pre-construction meeting.

AS BUILT DRAWINGS AND ALL SUPPORTING DATA - TO BE SUBMITTED, AT THE COMPLETION OF WORK, TO THE CITY OF FERNANDINA PRIOR TO FINAL ACCEPTANCE

The Contractor will assume responsibility to obtain all local permits and NOC. State and Federal permits have already been issued.

BID SUMMARY SCHEDULE

Bid publication:	November 25, 2019
Pre-bid meeting:	December 5, 2019
Last date for questions:	December 11, 2019
Addendum published:	December 16, 2019
Bid opening:	December 23, 2019

AWARD

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

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

Bid Package

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

CONTACT

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and 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 December 11, 2019.**

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

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

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

1. Provide round steel pipe piles to FDOT Section 962 and ASTM A252, Grade 2
2. Top elevation of pilings to finish at 13.5 NAVD
3. Piles driven to refusal require city authorization before cutting.
4. Piles driven below the required top elevation require city authorization prior to extending

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all materials must be on sight before starting work and the work must be completed **within a reasonable time as determined at the sole discretion of the City's appointed Project Manager.**

TIME OF PERFORMANCE

1. CONTRACTOR is required to prepare and submit a detailed Critical Path Method (CPM) at the time of the project pre-construction meeting.
2. CONTRACTOR may, upon approval by Project Manager or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
3. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Project Manager or designee.

CITY OF FERNANDINA BEACH, FLORIDA
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4. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Project Manager or designee.
5. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
6. CONTRACTOR shall arrange with the Project Manager or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Project Manager and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.

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

REQUIRED INSPECTIONS

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

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

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

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WARRANTY

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

LIQUIDATED DAMAGES

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."

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.

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GENERAL CONDITIONS OF INVITATION TO BID

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

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5. LATE BIDS

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

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- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

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13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance

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evidencing same and reflecting the effective date of such coverage as follows:

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than 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

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- Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
- "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state**

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on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

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EXHIBITS

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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ _____

Delivered, F.O.B. Fernandina Beach, Florida

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____ **Submitted By:** _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "B"

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

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

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

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____,

201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____ NO_____

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

YES_____ NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



FERNANDINA HARBOR MARINA NORTHERN ATTENUATOR REPLACEMENT

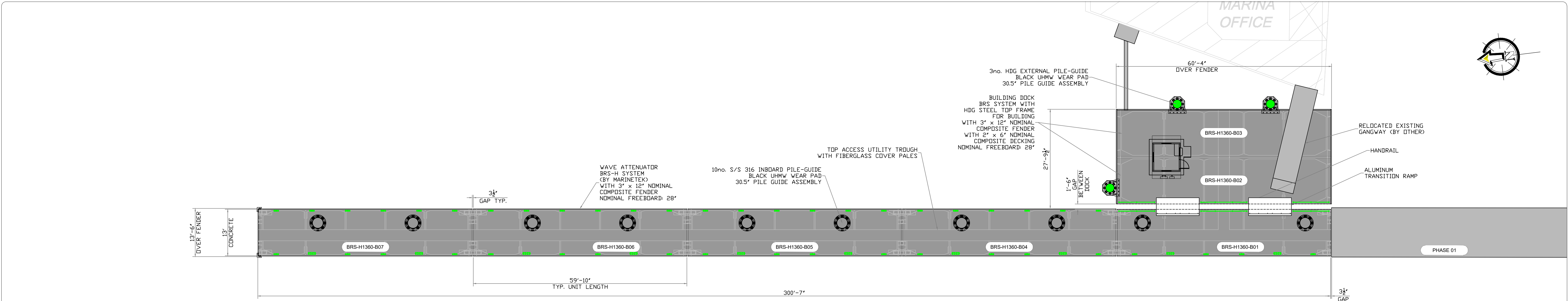
FERNANDINA BEACH, FLORIDA
NOVEMBER 26, 2018

Drawings, schemes or other designs produced or delivered by Marinetek North America Inc. relating to the products are the sole property of Marinetek and may not be used or utilized without a prior written approval by Marinetek. All dimensions are nominal and should not be used as basis of any calculations by the customer. All drawings, schemes or other designs produced or delivered by Marinetek North America Inc. must be verified and approved by an engineer with a valid license.

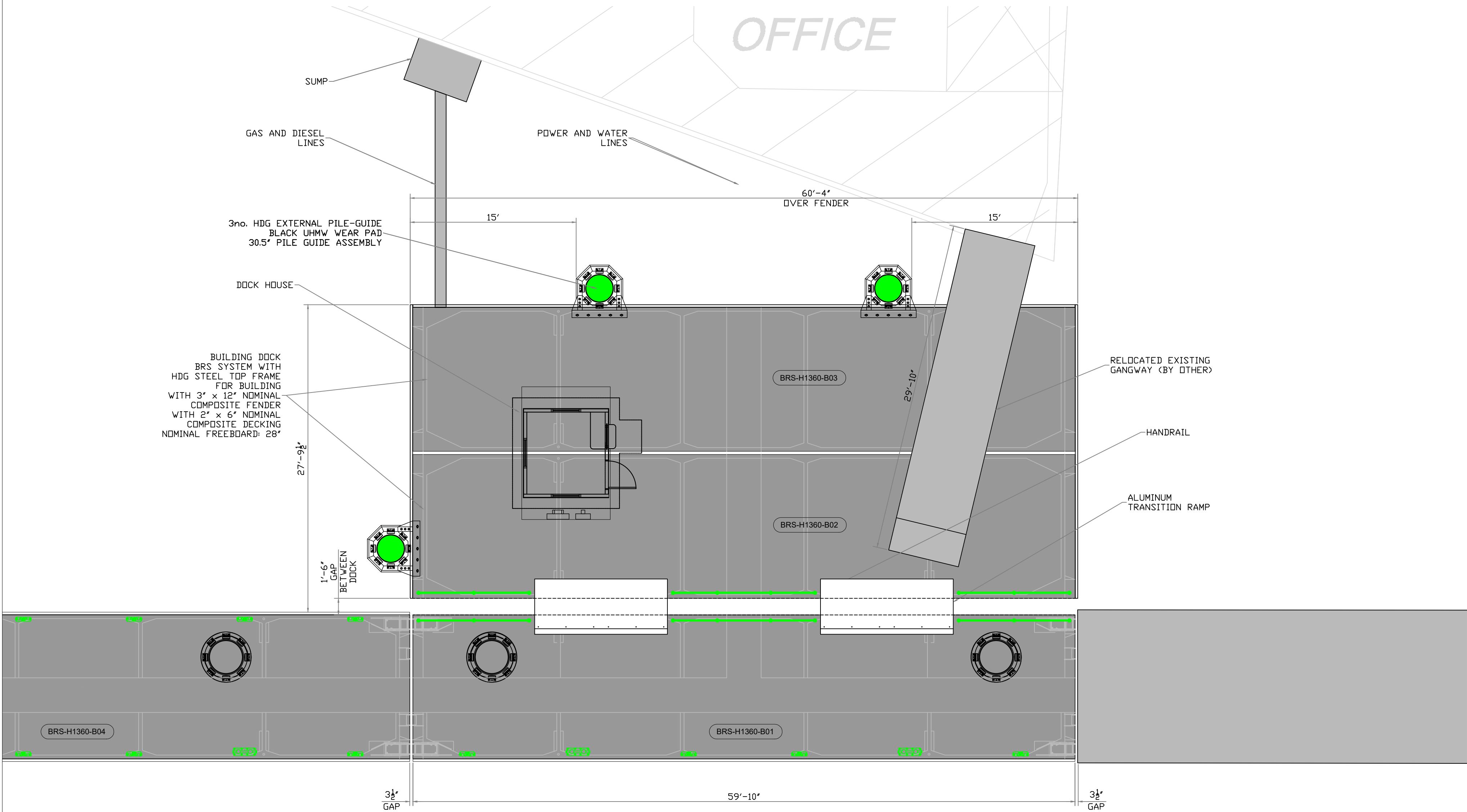
REV: 01	DESC: SERVICES UPDATE	DATE: 31/10/19	BY: M.B.
REV: 02	DESC: SERVICES UPDATE	DATE: 12/11/19	BY: M.B.
REV: 03	DESC: SEWER/RAMPS 12"/WATER & FIRE	DATE: 14/11/19	BY: M.B.
REV:	DESC:	DATE:	BY:
REV:	DESC:	DATE:	BY:

222 14th Avenue South
St. Petersburg, Florida 33701
Tel: (877) 909-3625 Web: www.marinetek.net

FERNANDINA HARBOR MARINA PHASE 2		FERNANDINA BEACH, FL
DRAWN BY: M.B.	TITLE: COVER PAGE	
APPROVED BY: -	NEW CONCRETE WAVE ATTENUATOR OVERLAY ON AERIAL VIEW	SCALE 1:500
DATE: 19-10-07	PROJECT NO.: 0000	DWG: 191007MB01
		REV: 03



PLAN VIEW
MARINA WITH DIMENSIONS
PHASE 2



PLAN VIEW
FUEL STATION WITH DIMENSIONS
PHASE 2

DESIGN CRITERIA

WIND VELOCITY :
86 mph - 3 sec gust (100% occupied)
118 mph - 3 sec gust (unoccupied)

WAVE LOAD :
2.90 ft at 3.1 sec. (100% occupied)
3.50 ft at 3.3 sec. (unoccupied)

CURRENT LOAD :
3.50 ft/s (2.1 knots) (100% occupied)
4.90 ft/s (2.9 knots) (unoccupied)

PROPERTY INFORMATION
Drawings, schemes or other designs produced or delivered by Marinetek North America Inc. relating to the products are the sole property of Marinetek and may not be used or utilized without a prior written approval by Marinetek. All dimensions are nominal and should not be used as basis of any calculations by the customer. All drawings, schemes or other designs produced or delivered by Marinetek North America Inc. must be verified and approved by an engineer with a valid license.

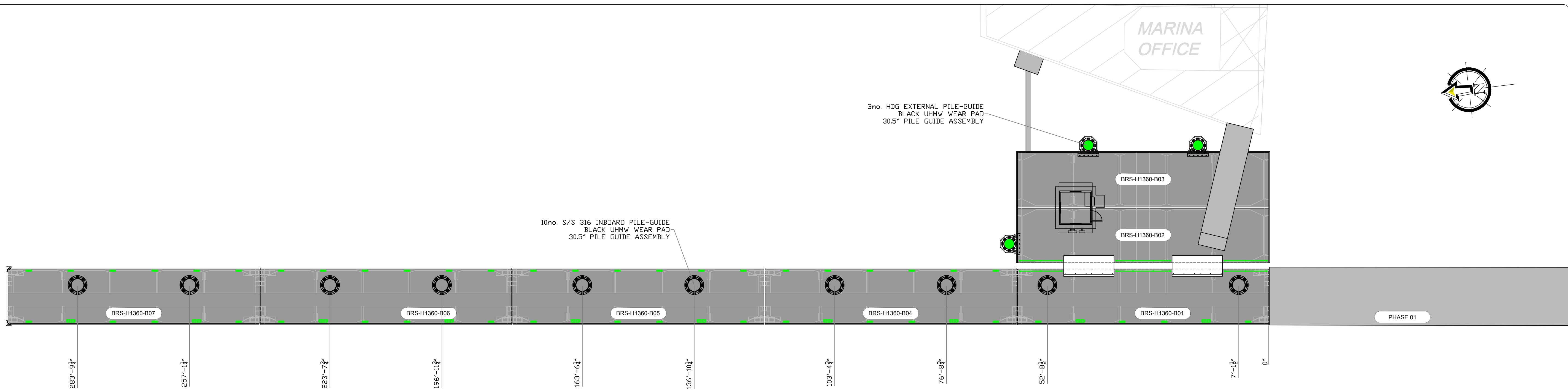
REV: 01	DESC: SERVICES UPDATE	DATE: 31/10/19	BY: M.B.
REV: 02	DESC: SERVICES UPDATE	DATE: 12/11/19	BY: M.B.
REV: 03	DESC: SEWER/RAMPS 12"/WATER & FIRE	DATE: 14/11/19	BY: M.B.
REV:	DESC:	DATE:	BY:
REV:	DESC:	DATE:	BY:

222 14th Avenue South
St. Petersburg, Florida 33701
Tel: (877) 909-3625 Web: www.marinetek.net

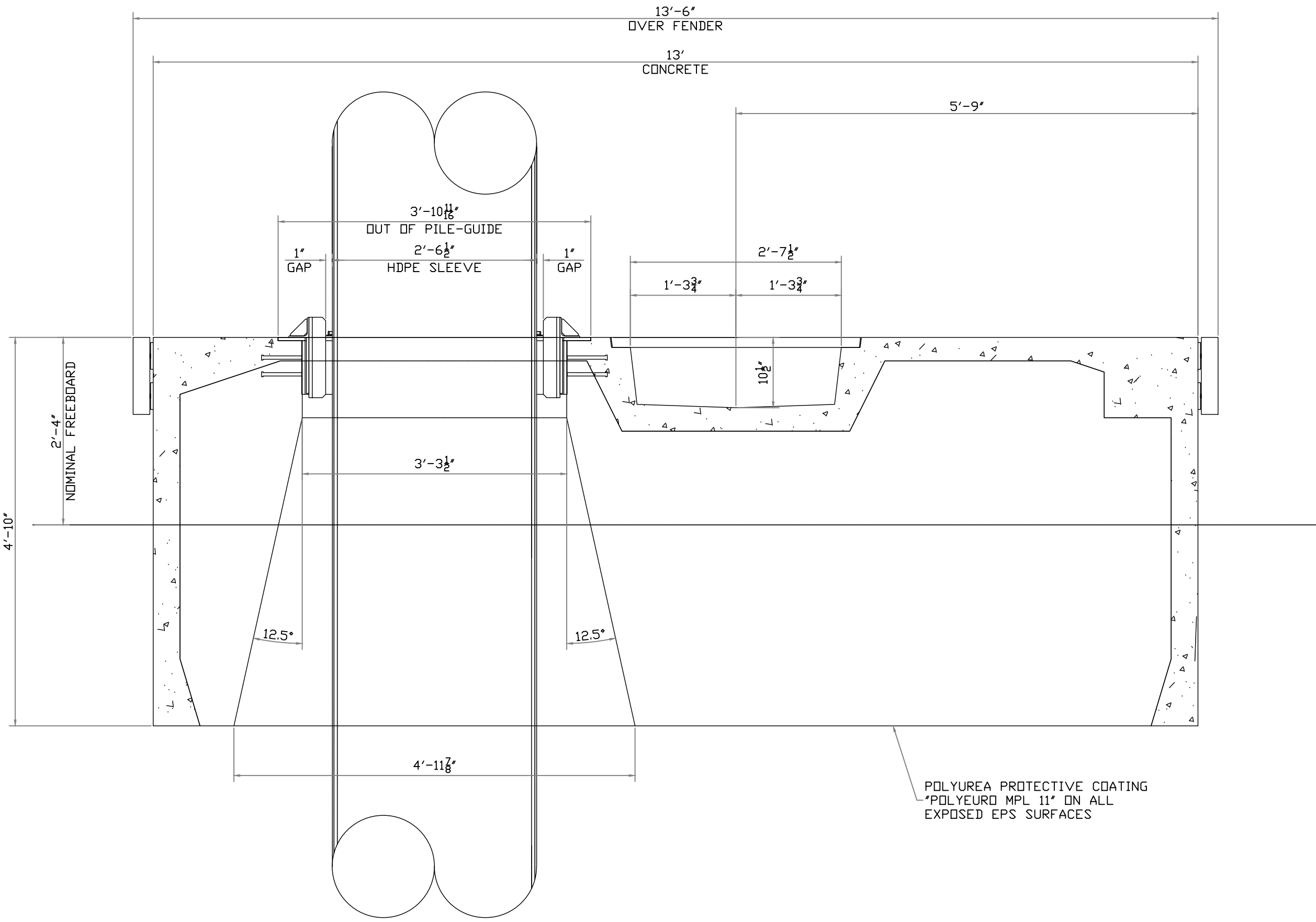
FERNANDINA HARBOR MARINA PHASE 2 FERNANDINA BEACH, FL

MARINETEK
NORTH AMERICA

DRAWN BY: M.B.	TITLE: FLOATING WAVE ATTENUATOR GENERAL DIMENSIONS LAYOUT AND DETAILS	SCALE 1:150
APPROVED BY: -	PROJECT NO.: 0000	DWG: 191007MB02
DATE: 19-10-07	REV: 03	



PLAN VIEW
ANCHORING PILE POSITION
PHASE 2



TYPICAL SECTION
DOCK AND PILE GUIDE
SCALE 1:15

PROPERTY INFORMATION
Drawings, schemes or other designs produced or delivered by Marinetek North America Inc. relating to the products are the sole property of Marinetek and may not be used or utilized without a prior written approval by Marinetek. All dimensions are nominal and should not be used as basis of any calculations by the customer. All drawings, schemes or other designs produced or delivered by Marinetek North America Inc. must be verified and approved by an engineer with a valid license.

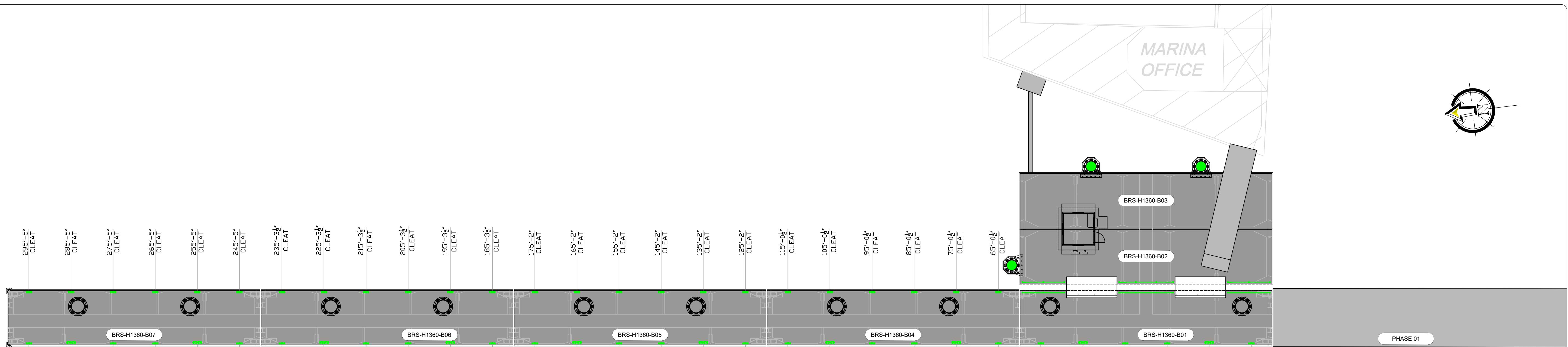
REV: 01	DESC:	SERVICES UPDATE	DATE:	31/10/19	BY: M.B.
REV: 02	DESC:	SERVICES UPDATE	DATE:	12/11/19	BY: M.B.
REV: 03	DESC:	SEWER/RAMPS 12"/WATER & FIRE	DATE:	14/11/19	BY: M.B.
REV:	DESC:		DATE:		BY:
REV:	DESC:		DATE:		BY:

MARINETEK
NORTH AMERICA

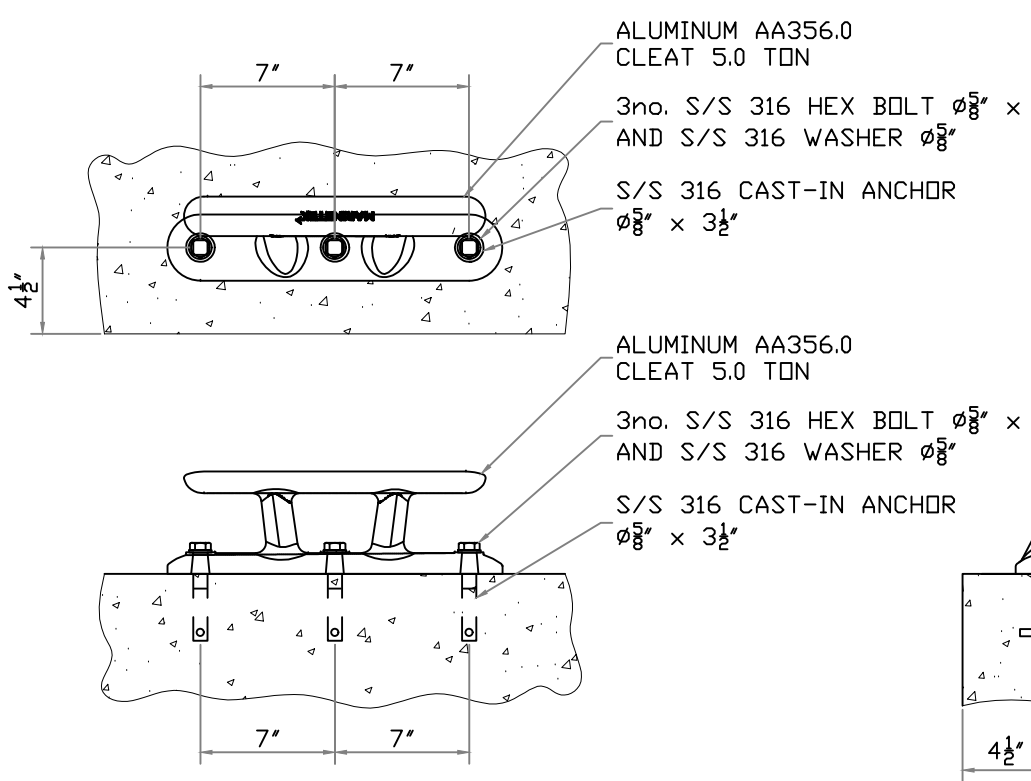
222 14th Avenue South
St. Petersburg, Florida 33701
Tel: (877) 909-3625 Web: www.marinetek.net

FERNANDINA HARBOR MARINA PHASE 2 FERNANDINA BEACH, FL

DRAWN BY:	M.B.	TITLE:	FLOATING WAVE ATTENUATOR ANCHORING DIMENSIONS LAYOUT AND DETAIL	SCALE 1:150
APPROVED BY:	-	PROJECT NO.:	0000	REV:
DATE:	19-10-07	DWG:	191007MB03	03

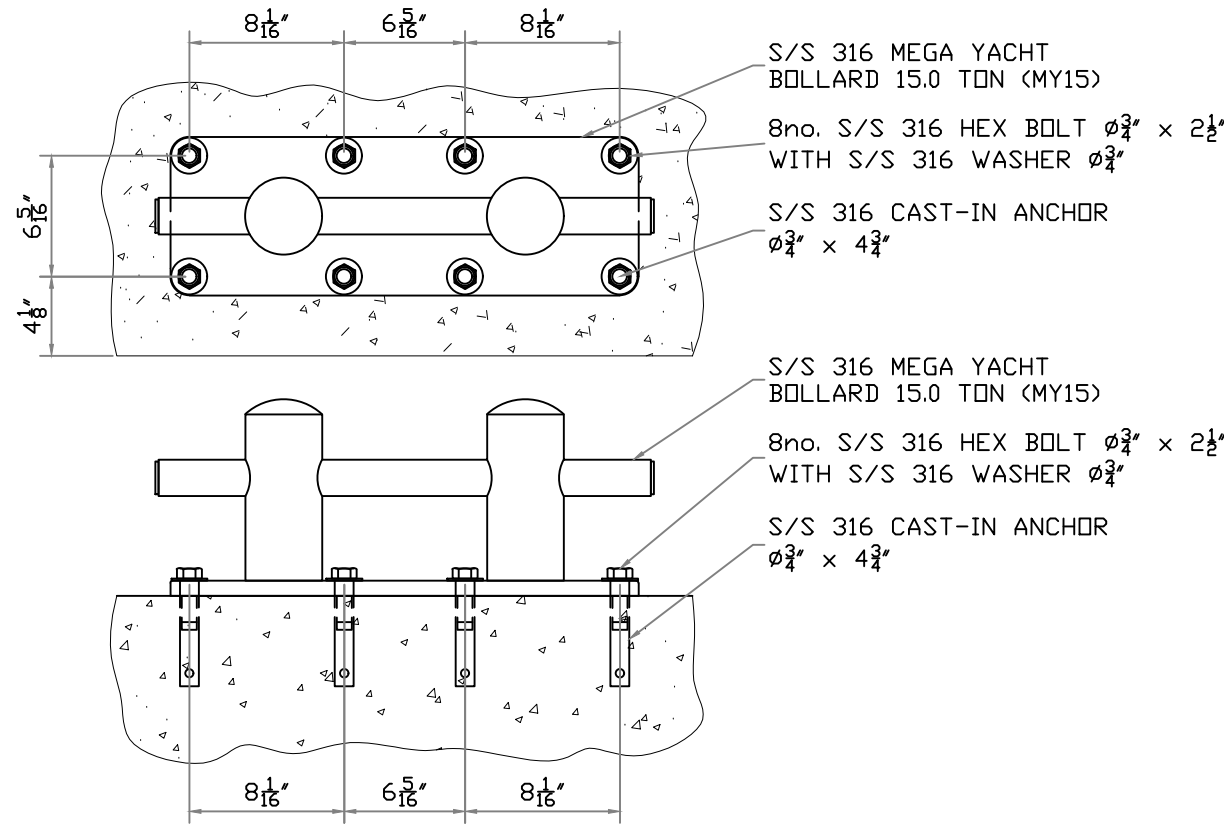


PLAN VIEW
CLEAT/BOLLARD POSITION
PHASE 2



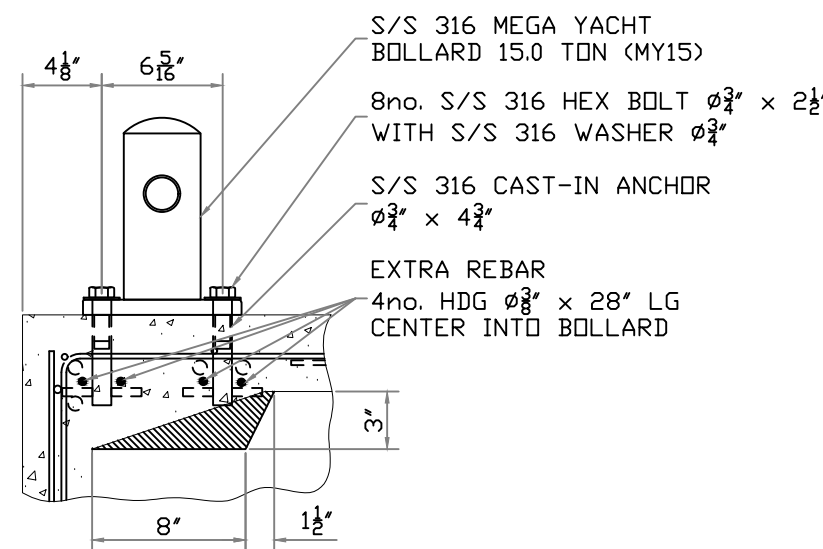
CLEAT 5.0 TON
ON CONCRETE
SCALE 1:10

CLEAT QTY: 44



BOLLARD 15 TON
ON CONCRETE
SCALE 1:10

BOLLARD QTY: 10



PROPERTY INFORMATION				
REV: 01	DESC: SERVICES UPDATE	DATE: 31/10/19	BY: M.B.	
REV: 02	DESC: SERVICES UPDATE	DATE: 12/11/19	BY: M.B.	
REV: 03	DESC: SEWER/RAMPS 12/WATER & FIRE	DATE: 14/11/19	BY: M.B.	
REV:	DESC:	DATE:	BY:	
REV:	DESC:	DATE:	BY:	

FERNANDINA HARBOR MARINA PHASE 2				
REV: 01	DESC: SERVICES UPDATE	DATE: 31/10/19	BY: M.B.	
REV: 02	DESC: SERVICES UPDATE	DATE: 12/11/19	BY: M.B.	
REV: 03	DESC: SEWER/RAMPS 12/WATER & FIRE	DATE: 14/11/19	BY: M.B.	
REV:	DESC:	DATE:	BY:	
REV:	DESC:	DATE:	BY:	

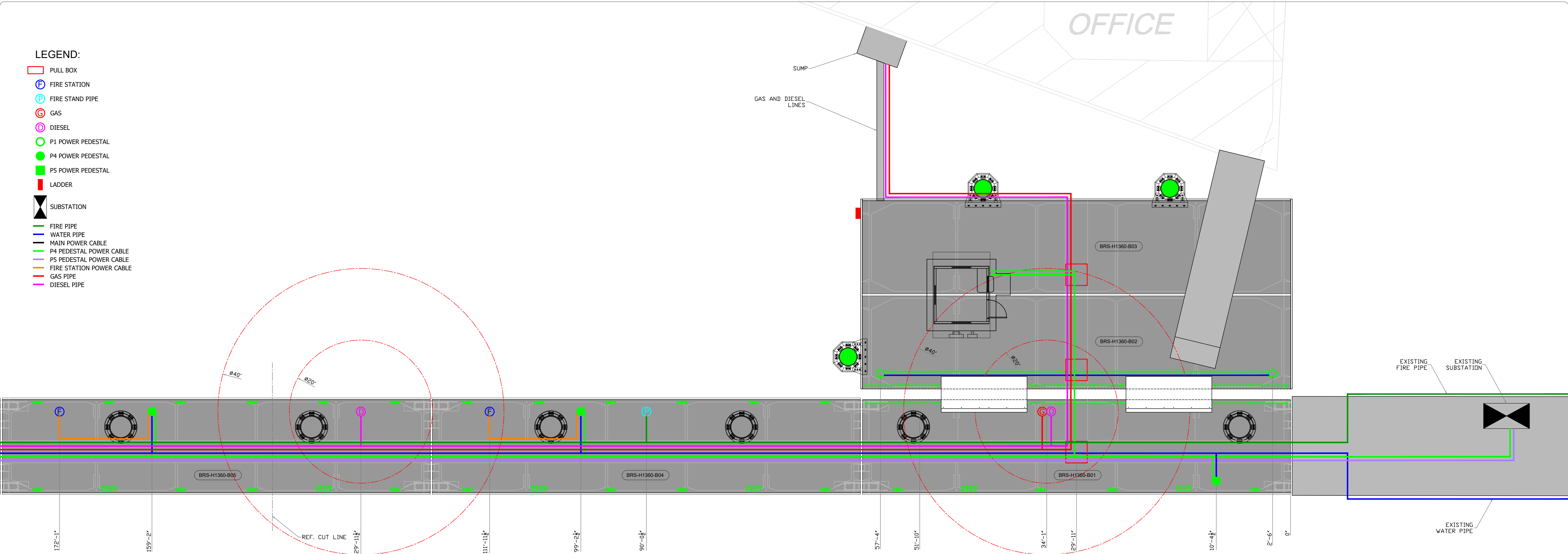
MARINETEK
NORTH AMERICA

222 14th Avenue South
St. Petersburg, Florida 33701
Tel: (877) 909-3625 Web: www.marinetek.net

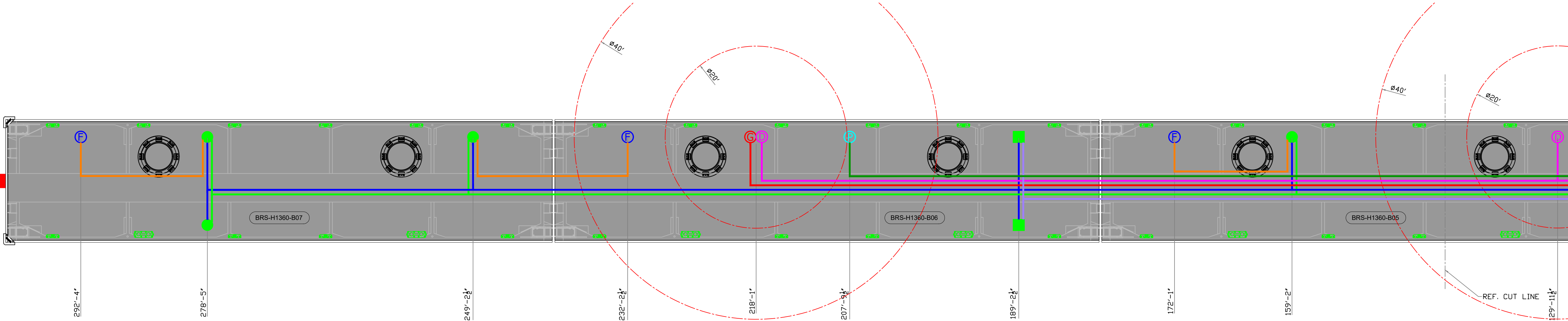
FERNANDINA BEACH, FL				
DRAWN BY: M.B.	TITLE: FLOATING WAVE ATTENUATOR MOORING CLEAT/BOLLARD DIMENSIONS LAYOUT AND DETAIL	PROJECT NO.: 0000	DWG: 191007MB04	REV: 03
APPROVED BY: -				
DATE: 19-10-07				

LEGEND:

- PULL BOX
- FIRE STATION
- FIRE STAND PIPE
- GAS
- DIESEL
- P1 POWER PEDESTAL
- P4 POWER PEDESTAL
- P5 POWER PEDESTAL
- LADDER
- SUBSTATION
- FIRE PIPE
- WATER PIPE
- MAIN POWER CABLE
- P4 PEDESTAL POWER CABLE
- P5 PEDESTAL POWER CABLE
- FIRE STATION POWER CABLE
- GAS PIPE
- DIESEL PIPE



PLAN VIEW
UTILITY POSITIONS
PHASE 2
SCALE 1:75



PLAN VIEW
UTILITY POSITIONS
PHASE 2
SCALE 1:75

PROPERTY INFORMATION
Drawings, schemes or other designs produced or delivered by Marinetek North America Inc. relating to the products are the sole property of Marinetek and may not be used or utilized without a prior written approval by Marinetek. All dimensions are nominal and should not be used as basis of any calculations by the customer. All drawings, schemes or other designs produced or delivered by Marinetek North America Inc. must be verified and approved by an engineer with a valid license.

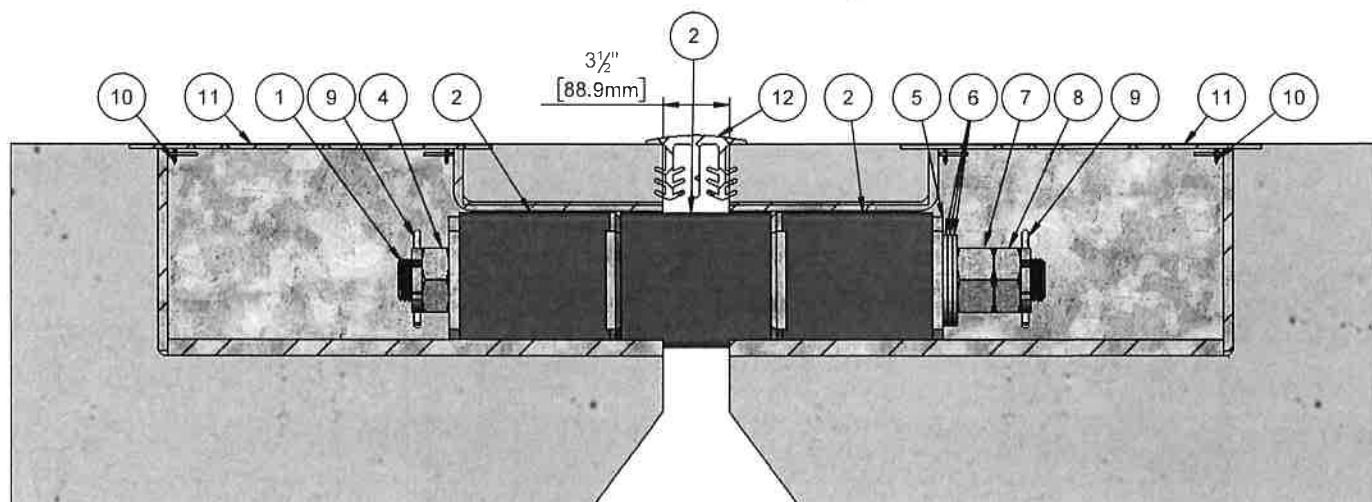
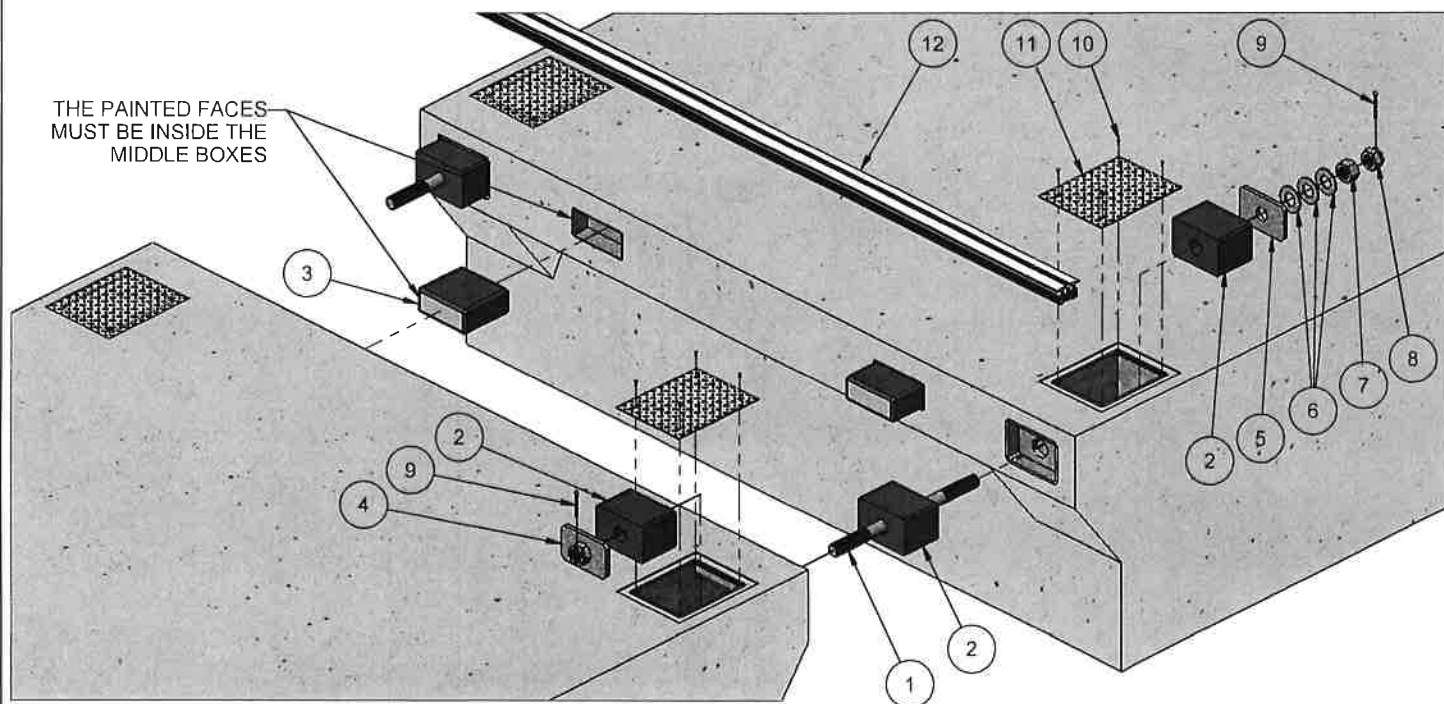
REV: 01	DESC: SERVICES UPDATE	DATE: 31/10/19	BY: M.B.
REV: 02	DESC: SERVICES UPDATE	DATE: 12/11/19	BY: M.B.
REV: 03	DESC: SEWER/RAMPS 12/WATER & FIRE	DATE: 14/11/19	BY: M.B.
REV:	DESC:	DATE:	BY:
REV:	DESC:	DATE:	BY:

222 14th Avenue South
St. Petersburg, Florida 33701
Tel: (877) 909-3625 Web: www.marinetek.net

FERNANDINA HARBOR MARINA PHASE 2 FERNANDINA BEACH, FL

DRAWN BY: M.B.	TITLE: FLOATING WAVE ATTENUATOR UTILITY LAYOUT PLAN VIEW	SCALE 1:75
APPROVED BY: -	PROJECT NO.: 0000	DWG: 191007MB05
DATE: 19-10-07		REV: 03

ITEM NO.	DESCRIPTION	LENGTH	QTY.
1	HDG FIXING BAR 2.25"-4.5	34"	2
2	BLACK EPDM RUBBER BLOCK 280mm x180mm x200mm (11.02"x7.09"x7.87")	-	6
3	BLACK EPDM RUBBER BLOCK 290mm x120mm x270mm (11.42"x4.72"x10.63")	-	2
4	HDG LOCKING SET WASHER WITH CASTLE NUT FOR USBR CONNECTION	-	2
5	HDG PLATE 0.750" x 6.6875"	10 5/8"	2
6	HDG WASHER 0.250"	-	5
7	HDG NUT 2.250"-4.5	-	2
8	HDG CASTLE NUT 2.25"-4.5	-	2
9	S/S 316 COTTER PIN 0.375" x 4"	-	4
10	S/S 316 FLT HD SCR PHI SKT #14 x 1.00"	-	16
11	ALUM. DIAMOND TREAD PLATE 3/16" x 15"	19"	4
12	PVC WHITE LARGE GAP FILLER - FOR USBR SYSTEM	156"	1



TYPICAL SECTION
SCALE 1 : 10

FERNANDINA HARBOR MARINA

FERNANDINA BEACH, FL

MARINETEK
NORTH AMERICA

422 First Avenue South
St. Petersburg, Florida 33701
Tel: (877) 330-7625 Web: www.marinetek.net

REV. BY: C.B.
APPROVED BY: R.M.
DATE: 2018-11-14

HDG USBR SYSTEM CONNECTION
FIXING SET WITH
GAP LARGE FILLER

PROJECT NO: 0530 DATE: FD-GDC-FIXING-GAP-BR
QTY: 14 REV: 00

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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 19-27**. 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: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

1. No tying any equipment to the new Southern docks.
2. No barges in the channel. The barge is to be lit at night bow and stern.
3. If any pilings are broken during the removal process, pilings must be marked immediately for visibility and location. If necessary, jetting can be used to remove the broken pilings, otherwise no jetting.
4. The old docks are to be removed immediately. No extended rafting off of the old docks.
5. Vendor will need to supply a Port-o-Let.
6. No staging on the lot on Front Street as the lot floods at high tide. Vendor must be self-sufficient storing supplies. A mini module may be used if needed. The placement area for the module is indicated with the Google maps in the packet.
7. Work cannot start until all materials are at the marina, hopefully no later than March 1, 2020. Deliveries are expected to start in January 2020.
8. Work can proceed on weekends unless notified otherwise.
9. No plumbing or electrical work to be done.
10. Permit cost is confirmed fee of .30 cents per square foot of dock.
11. Spiral piles are ok.
12. Pilings may be capped or paint the interior.
13. The pilings load/unload site options were discussed – St John’s shipyard or local options.
14. Cleats and bollards are already installed on Marinetek docks.
15. The MIL thickness of the Sherwin Williams paint product is 150MILS as indicated in the bid documents.
16. The Geotech Report will be made available.
17. A surveyor is required on site to quantify location of docks relative to the channel.
18. Work is estimated to be completed in 60 days.

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

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 19-27**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

1. The pile coating thickness requirements and sanding requirements are listed below.
The SW poly cote specification sheet is included with this addendum.

Surface Prep- SSPC-SP10 with a minimum of 3mil Profile

Application: 150-200 mils Polycote 110

2. Pile installation by vibratory hammer is acceptable.



Protective & Marine Coatings



Certified to
NSF/ANSI 61

PART A
PART B
PART B

B65V110
B65-110
B65-111

ISOCYANATE
FAST SET SERIES
RAPID SET SERIES

POLY-COTE™ 110

Revised: May 22, 2019

PRODUCT INFORMATION

5.56

PRODUCT DESCRIPTION

POLY-COTE 110 is a two component polyurethane coating formulated to provide optimal build properties and aesthetic properties. The required coating thickness can be applied in one coat – even on seams, welds and rivets. It is a 100% solids, aromatic polyurethane formulated without solvents. Poly-Cote 110 was developed for production applications where cure speeds and excellent application characteristics are required.

- NSF/ANSI Standard 61 approved
- Meets AWWA C222
- Meets USDA requirement for incidental contact

PRODUCT CHARACTERISTICS

Color:	Off White, Blue (Fast Set only), Gray, and Black
Finish:	Gloss
Volume Solids:	100%, mixed
VOC:	No measurable VOC levels
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500 (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal (m²/L)	3 (0.07)	80 (1.96)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1600 (39.2)	

* 250 mils (6250 microns) maximum for NSF applications

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. Brush and roll applications are intended for field repairs and weld seams. Utilize Poly-Cote 115FR for these applications.

Drying Schedule @ 35.0 mils wet (875 microns):

Fast Set:	@ 75°F/24°C
Tack free:	90-150 seconds
To recoat (max.):	2 hours
To handle:	5-10 minutes
To cure*:	4 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 15-20 seconds (100 grams mass)

Drying Schedule @ 35.0 mils wet (875 microns):

Rapid Set:	@ 75°F/24°C
Tack free:	4-6 minutes
To recoat (max.):	4 hours
To handle:	20-25 minutes
To cure*:	6 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 55-65 seconds (100 grams mass)

PRODUCT CHARACTERISTICS (CONT'D)

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	428°F (220°C)
Reducer:	Not recommended

RECOMMENDED USES

- Water Conveyance Piping
- Water & Wastewater Market
- Mining
- Rail
- Pulp & Paper Industry
- Transmission Poles

NOTE: For NSF Approved applications: 250 mils (6250 microns) DFT maximum with 24 hour cure to service at 70°F (21°C.)

Potable Water: Meets NSF Standard 61. Drinking water components. Fittings ≥ 2 in.; Pipe ≥ 8 in.; Tank ≥ 50 gallons; Valve ≥ 2 in.

*Refer to NSF website <http://nsf.org> for additional information

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	<100 mg loss
Adhesion	ASTM D4541	>1500 psi
	ASTM D6677	Rating - 10
Cathodic Disbondment	ASTM G95, mtd A	<12-mm radius
Chemical Resistance	ASTM D543	10% H ₂ SO ₄ <5% 30% NaCl <5% 30% NaOH <5% Diesel Fuel <5%
Dielectric Strength	ASTM D149	>250 V/mil
Elongation	ASTM D412	>3%
Flexibility	ASTM D522, 3" mandrel	No cracking or delamination
Hardness, Durameter	ASTM D2240	>65, Shore D
Impact Resistance	ASTM G14	>75 in-lbs, minimum
Service Temperature		Dry - Continuous: -40°F (-40°C) to 200°F (93°C) Maximum Surge: 350°F (177°C) Immersion - Insulated (max): 140°F (60°C) Non-Insulated: 120°F (49°C)
Tensile Strength	ASTM D412	>4000 psi
Water Absorption	ASTM D570	2.0%, maximum
Water Vapor Permeability	ASTM E96	0.09 in. lbs. @ 53 mils (1325 microns)



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PRODUCT INFORMATION

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RECOMMENDED SYSTEMS

PRIMERS

Steel: Self-priming

Galvanized Steel: Self-priming

Ductile Iron: Self-priming

Dry Film Thickness / ct.

Mils (Microns)

Steel- Immersion :AWWA C222

1 ct Poly-Cote 110 20.0 (400)

Galvanized, Immersion

1 ct Poly-Cote 110 20.0 (400)

Ductile Iron, Immersion

1 ct Poly-Cote 110 20.0 (400)

TOPCOATS

Approved aliphatic urethanes. Contact your Sherwin-Williams representative for more information.

ADVANTAGES

- Low permeability - improves life cycle performance and corrosion resistance.
- Chemical resistant - resistant to a broad spectrum of acidic and caustic chemicals
- Abrasion & Impact resistant - reduces the need for field touch-up caused by damage from handling, transporting, and installation; Increases life cycle due to reduced abrasion and impact from foreign materials.
- Excellent adhesion - exceeds 1,500 psi on properly prepared steel
- High film build properties - achieve specified DFT's in a single coat even on sharp edges and angles
- Easily Maintained - Repairs can be completed quickly with the use of the Poly-Cote 115FR Field Repair Kit
- Physical toughness - high physical performance strengths offering extreme durability

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Steel:

Large parts/structures (>50 ft²): SSPC-SP10/NACE No. 2, minimum

3 mil (75 micron) angular profile

Small area (<50 ft²): SSPC-SP11

Ductile Iron Pipe:

Large parts/structures (>50 ft²): NAPF 500-03-04, minimum 3 mil (75 micron) angular profile

Small area (<50 ft²): NAPF 500-03-03

Galvanized Steel:

Large parts/structures (>50 ft²): SSPC SP16/, Min 3 mil (50 micron)

angular profile

Small area (<50 ft²): SSPC-SP3

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	SP 2	-
Pitted & Rusty	D St 2	SP 2	-
Rusty	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusty	D St 3	SP 3

APPLICATION CONDITIONS

Temperature:

Part A: 140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F

Part B: 140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F

Hose: 140°F (60°C) minimum, 160°F (71°C) maximum

Air: 0°F (-18°C) minimum, 120°F (49°C) maximum

Surface: 40°F (4.5°C) minimum, 140°F (60°C) maximum
at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 50 gallons (189L) in a 55-gallon (208L) size drum and 250 gallons (945L) in a 250-gallon (945L) size tote

Weight:

Part A: 9.20 ± 0.2 lb/gal ; 1.10 Kg/L

Part B: 9.70 ± 0.2 lb/gal ; 1.16 Kg/L

Mixed: 9.45 ± 0.2 lb/gal ; 1.13 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

(For Glavanizing - Contact Your Local Rep for Applicable Surface Prep Standards)

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Near White Metal Blast Cleaning per SSPC-SP10/NACE No. 2. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils or greater average, with no individual reading being less than 2.5 mils per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned To Bare metal per SSPC-SP11. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate. Remove all weld spatter, smooth all rough welds, and round all sharp edges by grinding prior to abrasive blasting.

Existing coating shall be feathered 1.5 in. to 3 in. when coating adjacent bare steel, such as girth welds. Prior to coating, the applicator will tape off, using duct tape, a line between feathered coating and the remaining non-blasted coating and ensure the edge of tape is on the roughened coating.

Cleaned surface shall be dry air blasted and either brushed off or vacuumed, in a manner to remove dust and debris prior to coating, and shall be coated before any rust blooming occurs. Any cleaned steel showing rust stains shall be re-prepared prior to coating.

Ductile Iron Pipe

Remove all oil and grease from surface by Solvent Cleaning per NAPF 500-03-01. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Abrasive Blast Cleaning for Ductile Iron Pipe per NAPF 500-03-04. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils / 75 microns or greater, with no individual reading being less than 2.5 mils / 63 microns per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned per NAPF 500-03-03. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	SP 2	-
Pitted & Rusted	D St 2	SP 2	-
Rusted	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:

Part A:	140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Part B:	140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Hose:	140°F (60°C) minimum, 160°F (71°C) maximum
Air:	0°F (-18°C) minimum, 120°F (49°C) maximum
Surface:	40°F (4.5°C) minimum, 140°F (60°C) maximum at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer.

Reducer	Not recommended
Clean Up	MEK R6K10
Purge Solvent	MEK R6K10

Recommended Spray Equipment*

Hydraulic Spray

Pump.....	Graco/Gusmer H-35 or HXP3 system at 1:1 ratio
Transfer Pumps	2:1 Graco T2
Pressure.....	2000-2500 psi at gun pressure
Hose.....	3/8" Resin, 3/8" Isocyanate, 300' Maximum + 10' - 1/4" Resin X 1/4" Isocyanate whip hose, direct impingement, mechanical purge gun
Tip	TBD

Conventional Spray Not recommended

Brush** Repairs and touch only**

*Application training is required and spray equipment must be approved by Sherwin-Williams Technical Service.

**For touch up and repair utilize Sherwin-Williams Poly-Cote 115FR.

If specific application equipment is not listed above, equivalent equipment may be substituted and must be approved by Sherwin-Williams Technical Service.



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APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Agitate components thoroughly before use. Do not thin. Do not mix part A and B together. Caution: Do not agitate at high speed or in a manner that would whip air or moisture in to the product. Both components should be heated to approximately 120°F (49°C) - 160°F (71°C) to achieve spray pattern consistency.

Plural component proportioning equipment with a direct impingement, mechanical purge gun is required for Poly-Cote 110, 1:1 mix ratio.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500 (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal (m ² /L)	3 (0.07)	80 (1.96)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1600 (39.2)	

* 250 mils (6250 microns) maximum for NSF applications.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. Brush and roll applications are intended for field repairs and weld seams. Utilize Poly-Cote 115FR for these applications.

Drying Schedule @ 35.0 mils wet (875 microns):

Fast Set:	@ 75°F/24°C
Tack free:	90-150 seconds
To recoat (max.):	2 hours
To handle:	5-10 minutes
To cure:	4 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 158°F (70°C) for NSF applications.

Pot life: 15-20 seconds (100 grams mass)

Drying Schedule @ 35.0 mils wet (875 microns):

Rapid Set:	@ 75°F/24°C
Tack free:	4-6 minutes
To recoat (max.):	4 hours
To handle:	20-25 minutes
To cure:	6 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 55-65 seconds (100 grams mass)

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

DISCLAIMER

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PERFORMANCE TIPS

For immersion applications, a minimum total dry film thickness of 20 mils for steel is required. Always spark test in accordance with NACE SP0188 for steel after application. Repair holidays prior to placing substrate into service using Poly-Cote 115FR.

Use only heated, plural component equipment capable of producing 3,000 psi output at the pump and 2,200 psi minimum at the gun.

In order to prevent blockage of spray equipment, clean equipment before use or before extended downtime with MEK R6K10.

While spraying, use 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. All application shall be done in a manner that mitigates runs and sags and provides complete coverage on all surfaces, including difficult to spray areas like welds, seams and angles.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, climatic conditions, and excessive film build.

Do not agitate in a manner that would whip air and moisture in to the product.

Consult your Sherwin-Williams representative for specific application and performance recommendations.

Where a hold primer is used, do not fill the profile on concrete or steel with excess primer. Topcoat epoxy primers immediately after they become tack free. "Tack free" is defined as slight to medium pressure with a gloved hand, placed on a primed surface, that when lifted shows a slight imprint or distortion to the surface, with no transfer of primer to the glove.

Refer to Product Information sheet for additional performance characteristics and properties.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with MEK R6K10. Clean tools and equipment immediately after use (including both A and B sides of plural component spray system) with MEK R6K10.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

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PRODUCT INFORMATION

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PRODUCT DESCRIPTION

POLY-COTE 110 is a two component polyurethane coating formulated to provide optimal build properties and aesthetic properties. The required coating thickness can be applied in one coat – even on seams, welds and rivets. It is a 100% solids, aromatic polyurethane formulated without solvents. Poly-Cote 110 was developed for production applications where cure speeds and excellent application characteristics are required.

- NSF/ANSI Standard 61 approved
- Meets AWWA C222
- Meets USDA requirement for incidental contact

PRODUCT CHARACTERISTICS

Color:	Off White, Blue (Fast Set only), Gray, and Black
Finish:	Gloss
Volume Solids:	100%, mixed
VOC:	No measurable VOC levels
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500 (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal (m²/L)	3 (0.07)	80 (1.96)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1600 (39.2)	

* 250 mils (6250 microns) maximum for NSF applications

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. Brush and roll applications are intended for field repairs and weld seams. Utilize Poly-Cote 115FR for these applications.

Drying Schedule @ 35.0 mils wet (875 microns):

Fast Set:	@ 75°F/24°C
Tack free:	90-150 seconds
To recoat (max.):	2 hours
To handle:	5-10 minutes
To cure*:	4 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 15-20 seconds (100 grams mass)

Drying Schedule @ 35.0 mils wet (875 microns):

Rapid Set:	@ 75°F/24°C
Tack free:	4-6 minutes
To recoat (max.):	4 hours
To handle:	20-25 minutes
To cure*:	6 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 55-65 seconds (100 grams mass)

PRODUCT CHARACTERISTICS (CONT'D)

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	428°F (220°C)
Reducer:	Not recommended

RECOMMENDED USES

- Water Conveyance Piping
- Water & Wastewater Market
- Mining
- Rail
- Pulp & Paper Industry
- Transmission Poles

NOTE: For NSF Approved applications: 250 mils (6250 microns) DFT maximum with 24 hour cure to service at 70°F (21°C.)

Potable Water: Meets NSF Standard 61. Drinking water components. Fittings ≥ 2 in.; Pipe ≥ 8 in.; Tank ≥ 50 gallons; Valve ≥ 2 in.

*Refer to NSF website <http://nsf.org> for additional information

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	<100 mg loss
Adhesion	ASTM D4541	>1500 psi
	ASTM D6677	Rating - 10
Cathodic Disbondment	ASTM G95, mtd A	<12-mm radius
Chemical Resistance	ASTM D543	10% H ₂ SO ₄ <5% 30% NaCl <5% 30% NaOH <5% Diesel Fuel <5%
Dielectric Strength	ASTM D149	>250 V/mil
Elongation	ASTM D412	>3%
Flexibility	ASTM D522, 3" mandrel	No cracking or delamination
Hardness, Durameter	ASTM D2240	>65, Shore D
Impact Resistance	ASTM G14	>75 in-lbs, minimum
Service Temperature		Dry - Continuous: -40°F (-40°C) to 200°F (93°C) Maximum Surge: 350°F (177°C) Immersion - Insulated (max): 140°F (60°C) Non-Insulated: 120°F (49°C)
Tensile Strength	ASTM D412	>4000 psi
Water Absorption	ASTM D570	2.0%, maximum
Water Vapor Permeability	ASTM E96	0.09 in. lbs. @ 53 mils (1325 microns)



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RECOMMENDED SYSTEMS

PRIMERS

Steel: Self-priming

Galvanized Steel: Self-priming

Ductile Iron: Self-priming

Dry Film Thickness / ct.

Mils (Microns)

Steel- Immersion :AWWA C222

1 ct Poly-Cote 110 20.0 (400)

Galvanized, Immersion

1 ct Poly-Cote 110 20.0 (400)

Ductile Iron, Immersion

1 ct Poly-Cote 110 20.0 (400)

TOPCOATS

Approved aliphatic urethanes. Contact your Sherwin-Williams representative for more information.

ADVANTAGES

- Low permeability - improves life cycle performance and corrosion resistance.
- Chemical resistant - resistant to a broad spectrum of acidic and caustic chemicals
- Abrasion & Impact resistant - reduces the need for field touch-up caused by damage from handling, transporting, and installation; Increases life cycle due to reduced abrasion and impact from foreign materials.
- Excellent adhesion - exceeds 1,500 psi on properly prepared steel
- High film build properties - achieve specified DFT's in a single coat even on sharp edges and angles
- Easily Maintained - Repairs can be completed quickly with the use of the Poly-Cote 115FR Field Repair Kit
- Physical toughness - high physical performance strengths offering extreme durability

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SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Steel:

Large parts/structures (>50 ft²): SSPC-SP10/NACE No. 2, minimum

3 mil (75 micron) angular profile

Small area (<50 ft²): SSPC-SP11

Ductile Iron Pipe:

Large parts/structures (>50 ft²): NAPF 500-03-04, minimum 3 mil (75 micron) angular profile

Small area (<50 ft²): NAPF 500-03-03

Galvanized Steel:

Large parts/structures (>50 ft²): SSPC SP16/, Min 3 mil (50 micron)

angular profile

Small area (<50 ft²): SSPC-SP3

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	SP 2	-
Pitted & Rusted	D St 2	SP 2	-
Rusted	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:

Part A: 140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F

Part B: 140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F

Hose: 140°F (60°C) minimum, 160°F (71°C) maximum

Air: 0°F (-18°C) minimum, 120°F (49°C) maximum

Surface: 40°F (4.5°C) minimum, 140°F (60°C) maximum
at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 50 gallons (189L) in a 55-gallon (208L) size drum and 250 gallons (945L) in a 250-gallon (945L) size tote

Weight:

Part A: 9.20 ± 0.2 lb/gal ; 1.10 Kg/L

Part B: 9.70 ± 0.2 lb/gal ; 1.16 Kg/L

Mixed: 9.45 ± 0.2 lb/gal ; 1.13 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

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SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

(For Glavanizing - Contact Your Local Rep for Applicable Surface Prep Standards)

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Near White Metal Blast Cleaning per SSPC-SP10/NACE No. 2. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils or greater average, with no individual reading being less than 2.5 mils per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned To Bare metal per SSPC-SP11. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate. Remove all weld spatter, smooth all rough welds, and round all sharp edges by grinding prior to abrasive blasting.

Existing coating shall be feathered 1.5 in. to 3 in. when coating adjacent bare steel, such as girth welds. Prior to coating, the applicator will tape off, using duct tape, a line between feathered coating and the remaining non-blasted coating and ensure the edge of tape is on the roughened coating.

Cleaned surface shall be dry air blasted and either brushed off or vacuumed, in a manner to remove dust and debris prior to coating, and shall be coated before any rust blooming occurs. Any cleaned steel showing rust stains shall be re-prepared prior to coating.

Ductile Iron Pipe

Remove all oil and grease from surface by Solvent Cleaning per NAPF 500-03-01. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Abrasive Blast Cleaning for Ductile Iron Pipe per NAPF 500-03-04. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils / 75 microns or greater, with no individual reading being less than 2.5 mils / 63 microns per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned per NAPF 500-03-03. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	SP 2	-
Pitted & Rusted	D St 2	SP 2	-
Rusted	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:

Part A:	140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Part B:	140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Hose:	140°F (60°C) minimum, 160°F (71°C) maximum
Air:	0°F (-18°C) minimum, 120°F (49°C) maximum
Surface:	40°F (4.5°C) minimum, 140°F (60°C) maximum at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer.

Reducer	Not recommended
Clean Up	MEK R6K10
Purge Solvent	MEK R6K10

Recommended Spray Equipment*

Hydraulic Spray

Pump.....	Graco/Gusmer H-35 or HXP3 system at 1:1 ratio
Transfer Pumps	2:1 Graco T2
Pressure.....	2000-2500 psi at gun pressure
Hose.....	3/8" Resin, 3/8" Isocyanate, 300' Maximum + 10' - 1/4" Resin X 1/4" Isocyanate whip hose, direct impingement, mechanical purge gun
Tip	TBD

Conventional Spray Not recommended

Brush** Repairs and touch only**

*Application training is required and spray equipment must be approved by Sherwin-Williams Technical Service.

**For touch up and repair utilize Sherwin-Williams Poly-Cote 115FR.

If specific application equipment is not listed above, equivalent equipment may be substituted and must be approved by Sherwin-Williams Technical Service.



Protective & Marine Coatings



Certified to
NSF/ANSI 61

POLY-COTE™ 110

PART A
PART B
PART B

B65V110
B65-110
B65-111

ISOCYANATE
FAST SET SERIES
RAPID SET SERIES

Revised: May 22, 2019

APPLICATION BULLETIN

5.56

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Agitate components thoroughly before use. Do not thin. Do not mix part A and B together. Caution: Do not agitate at high speed or in a manner that would whip air or moisture in to the product. Both components should be heated to approximately 120°F (49°C) - 160°F (71°C) to achieve spray pattern consistency.

Plural component proportioning equipment with a direct impingement, mechanical purge gun is required for Poly-Cote 110, 1:1 mix ratio.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500 (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal (m ² /L)	3 (0.07)	80 (1.96)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1600 (39.2)	

* 250 mils (6250 microns) maximum for NSF applications.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. Brush and roll applications are intended for field repairs and weld seams. Utilize Poly-Cote 115FR for these applications.

Drying Schedule @ 35.0 mils wet (875 microns):

Fast Set:	@ 75°F/24°C
Tack free:	90-150 seconds
To recoat (max.):	2 hours
To handle:	5-10 minutes
To cure:	4 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 158°F (70°C) for NSF applications.

Pot life: 15-20 seconds (100 grams mass)

Drying Schedule @ 35.0 mils wet (875 microns):

Rapid Set:	@ 75°F/24°C
Tack free:	4-6 minutes
To recoat (max.):	4 hours
To handle:	20-25 minutes
To cure:	6 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 55-65 seconds (100 grams mass)

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

PERFORMANCE TIPS

For immersion applications, a minimum total dry film thickness of 20 mils for steel is required. Always spark test in accordance with NACE SP0188 for steel after application. Repair holidays prior to placing substrate into service using Poly-Cote 115FR.

Use only heated, plural component equipment capable of producing 3,000 psi output at the pump and 2,200 psi minimum at the gun.

In order to prevent blockage of spray equipment, clean equipment before use or before extended downtime with MEK R6K10.

While spraying, use 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. All application shall be done in a manner that mitigates runs and sags and provides complete coverage on all surfaces, including difficult to spray areas like welds, seams and angles.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, climatic conditions, and excessive film build.

Do not agitate in a manner that would whip air and moisture in to the product.

Consult your Sherwin-Williams representative for specific application and performance recommendations.

Where a hold primer is used, do not fill the profile on concrete or steel with excess primer. Topcoat epoxy primers immediately after they become tack free. "Tack free" is defined as slight to medium pressure with a gloved hand, placed on a primed surface, that when lifted shows a slight imprint or distortion to the surface, with no transfer of primer to the glove.

Refer to Product Information sheet for additional performance characteristics and properties.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with MEK R6K10. Clean tools and equipment immediately after use (including both A and B sides of plural component spray system) with MEK R6K10.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #19-27 December 23, 2019

Bid Name: Northern Attenuator Docks Demolition and Installation

Attended by: Cathy Chapman, Bronson Lamb, Joe Springer, Wanda Weaks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID	A-H	ADDEN DUMS 1- 2	BID BOND
12/23/2019 1:18pm	Brance Diversified	\$569,000.00	yes	yes	yes
12/23/2019 1:45pm	Hal Jones Contractor	\$791,550.00	yes	yes	yes
12/23/2019 8:55am	Lee Construction Group, Inc.	\$619,102.50	yes	yes	yes
12/23/2019 1:11pm	Harbor Marine Dock Company, Inc.	\$720,437.00	yes	yes	yes

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 569,000.00

Delivered, F.O.B. Fernandina Beach, Florida

Name: Brance Diversified, Inc.

Federal Taxpayer ID: 26-2921414

Mailing Address: 601 Bryan Street

City, State, & Zip Code: Jacksonville, FL 32202

Telephone: (904) 748 0050 **Fax:** (904) 212 1165

Email: LYoung@BranceDiversified.com **Submitted By:** Lance Young

Title: CEO

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Angie Magnole **Title:** Office Manager

Email Address: amagnole@brancediversified.com **Phone:** (904) 748 0050

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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 19-27 Northern Attenuator Remove & Install Docks & Dock Piles
2. This sworn statement is submitted by (entity) Brance Diverisified, Inc whose business address is 601 Bryan St. Jax, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 26-2921414 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Lance W Young and my relationship to the entity named above is CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise 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.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

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

12/23/19

Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 23 day of December,

201 9, and is personally known to me, or has provided _____ as identification.



Angelina Magnole
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG317462
Expires 3/28/2023

Notary Public

My Commission expires: 3/28/23

THIS FORM MUST BE INCLUDED WITH PROPOSAL



FLORIDA DEPARTMENT OF

management SERVICES

We serve those who serve Florida

Office of the General Counsel

4050 Esplanade Way, Suite 160

Tallahassee, FL 32399-0950

Tel: 850-487-1082 Fax: 850-922-6312

Rick Scott, Governor

Chad Poppeil, Secretary

March 6, 2015

Ms. Claudia Llado
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

RE: Lance William Young v. Department of Management Services
DOAH Case No.: 15-1065CVL

Dear Ms. Llado:

Pursuant to the request of Judge, Diane Cleavinger, please find attached a clear copy of the original Consent Order filed with the Division on February 27, 2015.

Thank you for your assistance in regards to this matter.

Sincerely,

Tammy L. Smith
Assistant to Michael A. Greif
Assistant General Counsel

Enclosure

cc: Barry S. Richard, Esquire

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

**LANCE WILLIAM YOUNG,
PETITIONER,**

vs.

DMS CASE NO.: 14-29355

**DEPARTMENT OF MANAGEMENT SERVICES,
RESPONDENT.**

CONSENT ORDER

This Consent Order (the "Order"), upon full execution and subsequent adoption in a final order of the Division of Administrative Hearings, disqualifies Lance William Young, 5139 Fairway Oaks Drive, Windermere, Florida (Young) from public contracting and procurement and places Petitioner on the Department's convicted vendor list pursuant to section 287.133, Florida Statutes.

I. This Order is:

- A. The Department of Management Services' (DMS) notice of intent that good cause exists, per the facts outlined in Section II., to place Young on the convicted vendor list pursuant to section 287.133(3)(e)1., F.S;
- B. Young's timely filed petition for a formal hearing pursuant to section 287.133(3)(e)2., Florida Statutes (Petition); and
- C. The document to be adopted in the final order of the Administrative Law Judge disposing of the Petition pursuant to section 287.133(3)(e)2.f., Florida Statutes.

II. Facts pertinent to this Order are as follows:

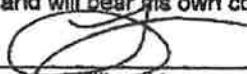
- A. On February 21, 2012, Young was convicted in United States District Court of conspiracy to commit honest services mail fraud, conspiracy to commit bribery, and conspiracy to commit money laundering regarding matters surrounding a dredging contract for the Port of Jacksonville (Conviction).
- B. Young was sentenced to a prison term of 20 months, supervised release for 12 months thereafter and a fine of \$100,000 for the Conviction. *completed supervised release on October 3, 2014*
- C. Young has served the sentence, paid the fine, and ~~is on supervised release for the Conviction.~~ *also*
- D. Young had a duty to inform DMS within 30 days of the Conviction and failed to do so. §287.133(3)(b), F.S.
- E. DMS discovered and then investigated the Conviction on or about February of 2014.
- F. Subject to applicable law including section 837.06, Florida Statutes, on false official statements, Young makes the following statement to induce DMS to issue this Order: Since the Conviction date Young has not performed any of the actions prohibited to a person or affiliate on the convicted vendor list by section 287.133(2)(a), Florida Statutes, and will not until permitted by this Order.
- G. Young concedes that good cause exist for placement on the convicted vendor list and acknowledges that section 287.133(2)(a), Florida Statutes, contemplates placement on the convicted vendor list for 36 months.

III. DMS places Young on the convicted vendor list through May 30, 2016.

During this period, Young "may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO" §287.133(2)(a), F.S.

IV. Young, by his notarized signature below, affirms:

- A. He has read and agrees to this Order;
- B. There are no other facts which, if known by DMS, might result in the Secretary of Management Services not approving this Order;
- C. No promise or threat other than specifically contained herein induces his consent to this Order;
- D. He waives all rights to appeal of this Order or the resulting final order; and
- E. He has consulted with his attorney on this matter and will bear his own costs and attorney's fees.


Lance William Young
2/3/15
Date

STATE OF FLORIDA
COUNTY OF Orange

The foregoing was acknowledged before me this 3rd day of February, 2015, by Lance William Young, who (strike one)(I personally know)/(produced the following identification: _____

Chris Tuite
(Signature of Notary Public)/(Print, Type, or Stamp Commissioned Name of Notary Public)



Having considered this matter and being fully advised of the premises, it is hereby

DONE AND ORDERED this 25th day of February, 2015.


CHAD POPPE, Secretary
Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

Copies furnished to:

Barry Richard, Esquire
Attorney for Lance William Young
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, Florida 32301

Cliff Nilson
Interim State Purchasing Director
Department of Management Services
4050 Esplanade Way, Suite 380J
Tallahassee, Florida 32399-0950

Michael A. Greif, Assistant General Counsel
Department of Management Services
4050 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950

Veronica McCrackin
Governance Manager
Department of Management Services
4050 Esplanade Way, Suite 380I
Tallahassee, Florida 32399-0950

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Brance Diversified, Inc.
601 Bryan Street
CITY: Jacksonville STATE: FL ZIP CODE: 32202
TELEPHONE NUMBER(S): (904) 748 0050
SIGNATURE: 
NAME (TYPED OR PRINTED): Lance Young TITLE: CEO

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 19-27

Project Description: Northern Attenuator Remove and Install Docks and Dock Piles.

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Brance Diversified, Inc

Authorized Signature: _____

Title: CEO

Date: 12/23/2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

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: Lance Young Title: CEO

Signature:  Date: 12/23/2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 19-27 Northern Attenuator Remove & Install Docks & Dock Piles

This sworn statement is submitted by (entity) Brance Diversified, Inc whose business address is 601 Bryan St, Jax, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 26-2921414 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lance Young and my relationship to the entity named above is CEO.

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

Signature

12/23/19

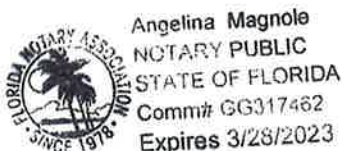
Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 23 day of December, 2019, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 3/28/23



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 19-27 Northern Attenuator Remove & Install Docks & Dock Piles

This sworn statement is submitted by (entity) Brance Diversified, Inc whose business address is 601 Bryan St, Jax, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 26-2921414 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lance Young and my relationship to the entity named above is CEO.

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

12/23/19
Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 23 day of December, 2019 and is personally known to me, or has provided _____ as identification.

AAA
Notary Signature

My Commission expires: 3/28/23



Angelina Magnole
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG317462
Expires 3/28/2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO X

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

YES_____ NO X

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

YES_____ NO X

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

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

Brance Diversified, Inc

Firm



Authorized Signature

12/23/2019

Date

Lance Young, CEO

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brance Diversified, Inc.
601 Bryan Street
Jacksonville, FL 32202

SURETY:

(Name, legal status and principal place of business)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP/Contract No. ITB-19-27-0-2020/WW - Northern Attenuator Remove and Install Docks and Dock Piles -
3 S Front St. Fernandina Beach, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of December, 2019

(Witness)

(Witness) Tracey C. Brown-Boone

Brance Diversified, Inc.

(Principal)

(Seal)

By:

(Title)

The Gray Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz

Attorney-in-Fact

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: BID

Principal: Brance Diversified, Inc.

Project: ITB -19-27-0-2020/WW - Northern Attenuator Remove and Install Docks and Dock Piles - 3 S Front St. Fernandina Beach, FL

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this **23rd** day of **December**, **2019**.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



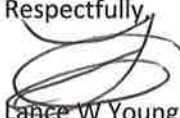
December 23, 2019

Wanda Weeks – Finance Dept, Purchasing Agent
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: Northern Attenuator Remove and Install Docks and Dock Piles

Dear Ms. Weeks,

Please find attached Addendum #1 dated 12/6/2019 and Addendum #2 dated 12/13/2019 that were received and acknowledged by me but were inadvertently omitted by my staff in the process of submitting the package. The addendums were also acknowledged by me to project manager, Bronson Lamb in a phone call just hours before the bid opening. We apologize for the omission; however, this omission does not affect our bid price.

Respectfully,

Lance W Young
CEO

C.C. Bronson Lamb – Project Manager

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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 19-27**. 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: Lance Young **TITLE:** CEO

ADDRESS: 601 Bryan Street

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 12/6/2019

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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 19-27**. 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: Lance Young **TITLE:** CEO

ADDRESS: 601 Bryan Street

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 12/13/2019

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 791,550.00

Delivered, F.O.B. Fernandina Beach, Florida

Name: Hal Jones Contractor - A Division of Vecellio & Grogan, Inc.

Federal Taxpayer ID: 55-0345840

Mailing Address: 720 Talleyrand Avenue

City, State, & Zip Code: Jacksonville, Florida 32202

Telephone: (904)355-5885 **Fax:** (904)355-7648

Email: greg.bedenbaugh@haljonesvg.com **Submitted By:** Gregory A. Bedenbaugh

Title: Division President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Sarah Reed **Title:** Accounting Manager

Email Address: sarah.reed@haljonesvg.com **Phone:** (904)355-5885

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "B"

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

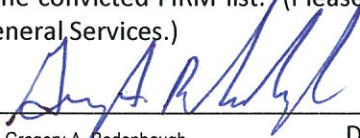
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- ITB #19-27 Northern Attenuator
Remove & Install Docks & Dock Piles
1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
 2. This sworn statement is submitted by (entity) Hal Jones Contractor - A Division of Vecellio & Grogan, Inc. whose business address is 720 Talleyrand Avenue-Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 55-0345840 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
 3. My name is Gregory A. Bedenbaugh and my relationship to the entity named above is Division 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, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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  Gregory A. Bedenbaugh

Date: December 23, 2019

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this 23rd day of December,

201 9, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires: March 23, 2022



Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires 03/23/2022
Commission No. GG187961

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

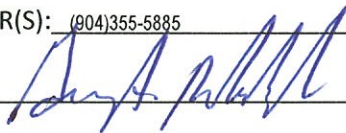
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: Hal Jones Contractor - A Division of Vecellio & Grogan, Inc.

CITY: Jacksonville STATE: Florida ZIP CODE: 32202

TELEPHONE NUMBER(S): (904)355-5885

SIGNATURE: 

NAME (TYPED OR PRINTED): Gregory A. Bedenbaugh TITLE: Division President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 19-27

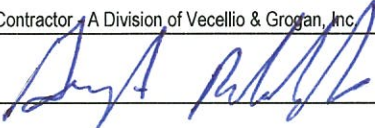
Project Description: Northern Attenuator Remove & Install Docks and Dock Piles

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Hal Jones Contractor, A Division of Vecellio & Grogan, Inc.

Authorized Signature: 

Title: Gregory A. Bedenbaugh, Division President

Date: December 23, 2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

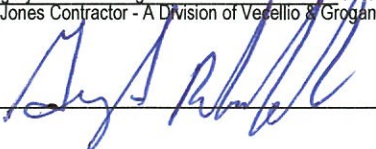
EXHIBIT "E"

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: Gregory A. Bedenbaugh Title: Division President
Hal Jones Contractor - A Division of Vecellio & Grogan, Inc.

Signature:  Date: December 23, 2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

ITB #19-27 Northern Attenuator
Remove & Install Docks & Dock Piles

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

This sworn statement is submitted by (entity) Hal Jones Contractor - A Division of Vecellio & Grogan, Inc. whose business address is 720 Talleyrand Avenue-Jacksonville, Florida 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 55-0345840 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Gregory A. Bedenbaugh and my relationship to the entity named above is Division President.

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

Signature _____

Date: December 23, 2019

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 23rd day of December, 2019, and is personally known to me, or has provided _____ as identification.

Sherry Sutherland
Notary Signature

My Commission expires: March 23, 2022



Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires 03/23/2022
Commission No. GG187961

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

ITB #19-27 Northern Attenuator
Remove & Install Docks & Dock Piles

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

This sworn statement is submitted by (entity) Hal Jones Contractor - A Division of Vecellio & Grogan, Inc. whose business address is 720 Talleyrand Avenue - Jacksonville, Florida 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 55-0345840 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Gregory A. Bedenbaugh and my relationship to the entity named above is Division President.

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

Signature _____

Date: _____

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 23rd day of December, 2019, and is personally known to me, or has provided _____ as identification.

Sherry Sutherland
Notary Signature

My Commission expires: March 23, 2022



Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires 03/23/2022
Commission No. GG187961

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO X

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

YES_____ NO X

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

YES_____ NO X

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

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

Hal Jones Contractor - A Division of Vecellio & Grogan, Inc.

December 23, 2019

Firm

Date

Authorized Signature

Gregory A. Bedenbaugh, Division President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 007944184

ENTITY	Vecellio & Grogan, Inc.	Status: Active
---------------	-------------------------	----------------

DUNS: 007944184	+4:	CAGE Code: 0Z5R7	DoDAAC:
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Expiration Date: 05/13/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
-----------------------------	---------------------------	-----------------------------

Address: 2251 Robert C Byrd Dr	State/Province: WEST VIRGINIA
City: Beckley	Country: UNITED STATES
ZIP Code: 25801-8790	



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/11/2020 from 8:00 AM to 1:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[RETURN TO SEARCH](#)

Vecellio & Grogan, Inc.
DUNS: 007944184 CAGE Code: oZ5R7
Status: Active
Expiration Date: 05/13/2020
Purpose of Registration: All Awards

2251 Robert C Byrd Dr
Beckley, WV, 25801-8790 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Vecellio & Grogan, Inc.
Business Type: Business or Organization
Last Updated By: Amanda Morgan
Registration Status: Active
Activation Date: 05/14/2019
Expiration Date: 05/13/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20191213-1127
WWW7

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BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Hal Jones Contractor, A Division of Vecellio & Grogan, Inc.
720 Talleyrand Ave.
Jacksonville, FL 32202

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square, 5PB
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

BOND AMOUNT: Five Percent (5%) of Bid Price

PROJECT:

(Name, location or address, and Project number, if any)

NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES
BID #19-27

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of December, 2019.

Hal Jones Contractor, A Division of Vecellio & Grogan, Inc.

Shirley Sutherland
(Witness)

Gregory A. Bedenbaugh (Seal)
(Principal)

Division President

(Title)

Travelers Casualty and Surety Company of America

[Signature]
(Witness)

(Surety)

(Seal)

William Phelps, Attorney-In-Fact and FL Resident Agent

(Title)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Phelps of Melbourne, Florida** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **December**, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

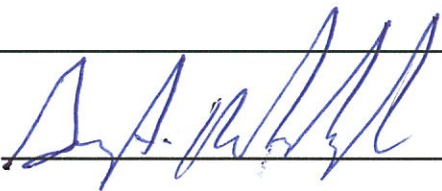
The following changes are applicable to the original ITB documents and specifications of **ITB 19-27**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: Gregory A. Bedenbaugh **TITLE:** Division President
Hal Jones Contractor-A Division of Vecellio & Grogan, Inc.

ADDRESS: 720 Talleyrand Avenue

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** December 6, 2019

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1**

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

1. No tying any equipment to the new Southern docks.
2. No barges in the channel. The barge is to be lit at night bow and stern.
3. If any pilings are broken during the removal process, pilings must be marked immediately for visibility and location. If necessary, jetting can be used to remove the broken pilings, otherwise no jetting.
4. The old docks are to be removed immediately. No extended rafting off of the old docks.
5. Vendor will need to supply a Port-o-Let.
6. No staging on the lot on Front Street as the lot floods at high tide. Vendor must be self-sufficient storing supplies. A mini module may be used if needed. The placement area for the module is indicated with the Google maps in the packet.
7. Work cannot start until all materials are at the marina, hopefully no later than March 1, 2020. Deliveries are expected to start in January 2020.
8. Work can proceed on weekends unless notified otherwise.
9. No plumbing or electrical work to be done.
10. Permit cost is confirmed fee of .30 cents per square foot of dock.
11. Spiral piles are ok.
12. Pilings may be capped or paint the interior.
13. The pilings load/unload site options were discussed – St John’s shipyard or local options.
14. Cleats and bollards are already installed on Marinetek docks.
15. The MIL thickness of the Sherwin Williams paint product is 150MILS as indicated in the bid documents.
16. The Geotech Report will be made available.
17. A surveyor is required on site to quantify location of docks relative to the channel.
18. Work is estimated to be completed in 60 days.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

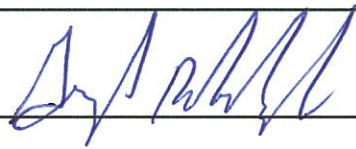
The following changes are applicable to the original ITB documents and specifications of **ITB 19-27**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: Gregory A. Bedenbaugh **TITLE:** Division President
Hal Jones Contractor-A Division of Vecellio & Grogan, Inc.

ADDRESS: 720 Talleyrand Avenue

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** December 13, 2019

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2**

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

1. The pile coating thickness requirements and sanding requirements are listed below.
The SW poly cote specification sheet is included with this addendum.

Surface Prep- SSPC-SP10 with a minimum of 3mil Profile

Application: 150-200 mils Polycote 110

2. Pile installation by vibratory hammer is acceptable.



Protective & Marine Coatings



PART A
PART B
PART B

B65V110
B65-110
B65-111

ISOCYANATE
FAST SET SERIES
RAPID SET SERIES

POLY-COTE™ 110

Revised: May 22, 2019

PRODUCT INFORMATION

5.56

PRODUCT DESCRIPTION

POLY-COTE 110 is a two component polyurethane coating formulated to provide optimal build properties and aesthetic properties. The required coating thickness can be applied in one coat—even on seams, welds and rivets. It is a 100% solids, aromatic polyurethane formulated without solvents. Poly-Cote 110 was developed for production applications where cure speeds and excellent application characteristics are required.

- NSF/ANSI Standard 61 approved
- Meets AWWA C222
- Meets USDA requirement for incidental contact

PRODUCT CHARACTERISTICS

Color:	Off White, Blue (Fast Set only), Gray, and Black
Finish:	Gloss
Volume Solids:	100%, mixed
VOC:	No measurable VOC levels
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500 (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal (m ² /L)	3 (0.07)	80 (1.96)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1600 (39.2)	

* 250 mils (6250 microns) maximum for NSF applications

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. Brush and roll applications are intended for field repairs and weld seams. Utilize Poly-Cote 115FR for these applications.

Drying Schedule @ 35.0 mils wet (875 microns):

Fast Set:	@ 75°F/24°C
Tack free:	90-150 seconds
To recoat (max.):	2 hours
To handle:	5-10 minutes
To cure*:	4 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 15-20 seconds (100 grams mass)

Drying Schedule @ 35.0 mils wet (875 microns):

Rapid Set:	@ 75°F/24°C
Tack free:	4-6 minutes
To recoat (max.):	4 hours
To handle:	20-25 minutes
To cure*:	6 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 55-65 seconds (100 grams mass)

PRODUCT CHARACTERISTICS (Cont'd)

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	428°F (220°C)
Reducer:	Not recommended

RECOMMENDED USES

- Water Conveyance Piping
- Water & Wastewater Market
- Mining
- Rail
- Pulp & Paper Industry
- Transmission Poles

NOTE: For NSF Approved applications: 250 mils (6250 microns) DFT maximum with 24 hour cure to service at 70°F (21°C.)

Potable Water: Meets NSF Standard 61- Drinking water components. Fittings ≥ 2 in.; Pipe ≥ 8 in.; Tank ≥ 50 gallons; Valve ≥ 2 in.

*Refer to NSF website <http://nsf.org> for additional information

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	<100 mg loss
Adhesion	ASTM D4541	>1500 psi
	ASTM D6677	Rating - 10
Cathodic Disbondment	ASTM G95, mtd A	<12-mm radius
Chemical Resistance	ASTM D543	10% H ₂ SO ₄ <5% 30% NaCl <5% 30% NaOH <5% Diesel Fuel <5%
Dielectric Strength	ASTM D149	>250 V/mil
Elongation	ASTM D412	>3%
Flexibility	ASTM D522, 3" mandrel	No cracking or delamination
Hardness, Durameter	ASTM D2240	>65, Shore D
Impact Resistance	ASTM G14	>75 in-lbs, minimum
Service Temperature		Dry - Continuous: -40°F (-40°C) to 200°F (93°C) Maximum Surge: 350°F (177°C) Immersion - Insulated (max): 140°F (60°C) Non-Insulated: 120°F (49°C)
Tensile Strength	ASTM D412	>4000 psi
Water Absorption	ASTM D570	2.0%, maximum
Water Vapor Permeability	ASTM E96	0.09 in. lbs. @ 53 mils (1325 microns)



Protective & Marine Coatings



Certified to
NSF/ANSI 61

POLY-COTE™ 110

PART A
PART B
PART B

B65V110
B65-110
B65-111

ISOCYANATE
FAST SET SERIES
RAPID SET SERIES

Revised: May 22, 2019

PRODUCT INFORMATION

5.56

RECOMMENDED SYSTEMS

PRIMERS

Steel: Self-priming

Galvanized Steel: Self-priming

Ductile Iron: Self-priming

	Dry Film Thickness / ct.	
	Mils	(Microns)
Steel- Immersion :AWWA C222		
1 ct Poly-Cote 110	20.0	(400)
Galvanized, Immersion		
1 ct Poly-Cote 110	20.0	(400)
Ductile Iron, Immersion		
1 ct Poly-Cote 110	20.0	(400)

TOPCOATS

Approved aliphatic urethanes. Contact your Sherwin-Williams representative for more information.

ADVANTAGES

- Low permeability - improves life cycle performance and corrosion resistance.
- Chemical resistant - resistant to a broad spectrum of acidic and caustic chemicals
- Abrasion & Impact resistant - reduces the need for field touch-up caused by damage from handling, transporting, and installation; Increases life cycle due to reduced abrasion and impact from foreign materials.
- Excellent adhesion - exceeds 1,500 psi on properly prepared steel
- High film build properties - achieve specified DFT's in a single coat even are sharp edges and angles
- Easily Maintained - Repairs can be completed quickly with the use of the Poly-Cote 115FR Field Repair Kit
- Physical toughness - high physical performance strengths offering extreme durability

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Steel:

Large parts/structures (>50 ft²): SSPC-SP10/NACE No. 2, minimum 3 mil (75 micron) angular profile
Small area (<50 ft²): SSPC-SP11

Ductile Iron Pipe:

Large parts/structures (>50 ft²): NAPF 500-03-04, minimum 3 mil (75 micron) angular profile
Small area (<50 ft²): NAPF 500-03-03

Galvanized Steel:

Large parts/structures (>50 ft²): SSPC SP16/, Min 3 mil (50 micron) angular profile
Small area (<50 ft²): SSPC-SP3

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS709:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	SP 2	-
Pitted & Rusted	D St 2	SP 2	-
Rusted	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted	D St 3	SP 3

APPLICATION CONDITIONS

Temperature:

Part A: 140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Part B: 140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Hose: 140°F (60°C) minimum, 160°F (71°C) maximum
Air: 0°F (-18°C) minimum, 120°F (49°C) maximum
Surface: 40°F (4.5°C) minimum, 140°F (60°C) maximum
at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 50 gallons (189L) in a 55-gallon (208L) size drum and 250 gallons (945L) in a 250-gallon (945L) size tote

Weight:

Part A: 9.20 ± 0.2 lb/gal ; 1.10 Kg/L
Part B: 9.70 ± 0.2 lb/gal ; 1.16 Kg/L
Mixed: 9.45 ± 0.2 lb/gal ; 1.13 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Protective & Marine Coatings



Certified to
NSF/ANSI 61

POLY-COTE™ 110

PART A
PART B
PART B

B65V110
B65-110
B65-111

ISOCYANATE
FAST SET SERIES
RAPID SET SERIES

Revised: May 22, 2019

APPLICATION BULLETIN

5.56

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

(For Glavanizing - Contact Your Local Rep for Applicable Surface Prep Standards)

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Near White Metal Blast Cleaning per SSPC-SP10/NACE No. 2. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils or greater average, with no individual reading being less than 2.5 mils per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned To Bare metal per SSPC-SP11. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate. Remove all weld spatter, smooth all rough welds, and round all sharp edges by grinding prior to abrasive blasting.

Existing coating shall be feathered 1.5 in. to 3 in. when coating adjacent bare steel, such as girth welds. Prior to coating, the applicator will tape off, using duct tape, a line between feathered coating and the remaining non-blasted coating and ensure the edge of tape is on the roughened coating.

Cleaned surface shall be dry air blasted and either brushed off or vacuumed, in a manner to remove dust and debris prior to coating, and shall be coated before any rust blooming occurs. Any cleaned steel showing rust stains shall be re-prepared prior to coating.

Ductile Iron Pipe

Remove all oil and grease from surface by Solvent Cleaning per NAF 500-03-01. The substrate shall not contain soluble salt concentrations in excess of 3 ppm for chlorides, 5 ppm for nitrates, and 10 ppm for sulfates. Surface with soluble salt concentrations in excess of these values shall be cleaned until satisfactory results are obtained. Minimum surface preparation for large surfaces shall be Abrasive Blast Cleaning for Ductile Iron Pipe per NAF 500-03-04. Blast clean all surfaces using sharp, angular abrasive for optimum surface profile (3 mils / 75 microns or greater, with no individual reading being less than 2.5 mils / 63 microns per NACE RP0287). Small surface areas (<50 sq. ft.) shall be Power Tool Cleaned per NAF 500-03-03. Grind all surfaces utilizing mechanical scarification capable of producing the greatest surface profile and shall be performed in a perpendicular pattern to the direction of flow on the substrate.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	SSPC	NACE
White Metal	Sa 3	SP 5	1
Near White Metal	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	SP 2	-
Pitted & Rusty	D St 2	SP 2	-
Rusty	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusty	D St 3	SP 3

APPLICATION CONDITIONS

Temperature:

Part A:	140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Part B:	140°F (60°C) minimum, 160°F (71°C) maximum, Preheat Product to 110°F
Hose:	140°F (60°C) minimum, 160°F (71°C) maximum
Air:	0°F (-18°C) minimum, 120°F (49°C) maximum
Surface:	40°F (4.5°C) minimum, 140°F (60°C) maximum at least 5°F (2.8°C) above dew point

Relative humidity: 95% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer.

Reducer Not recommended
Clean Up MEK R6K10
Purge Solvent MEK R6K10

Recommended Spray Equipment*

Hydraulic Spray

Pump.....	Graco/Gusmer H-35 or HXP3 system at 1:1 ratio
Transfer Pumps	2:1 Graco T2
Pressure.....	2000-2500 psi at gun pressure
Hose.....	3/8" Resin, 3/8" Isocyanate, 300' Maximum + 10' - 1/4" Resin X 1/4" Isocyanate whip hose, direct impingement, mechanical purge gun
Tip	TBD

Conventional Spray Not recommended

Brush** Repairs and touch only**

*Application training is required and spray equipment must be approved by Sherwin-Williams Technical Service.

**For touch up and repair utilize Sherwin-Williams Poly-Cote 115FR.

If specific application equipment is not listed above, equivalent equipment may be substituted and must be approved by Sherwin-Williams Technical Service.



Protective & Marine Coatings



PART A
PART B
PART B

B65V110
B65-110
B65-111

ISOCYANATE
FAST SET SERIES
RAPID SET SERIES

POLY-COTE™ 110

Revised: May 22, 2019

APPLICATION BULLETIN

5.56

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Agitate components thoroughly before use. Do not thin. Do not mix part A and B together. Caution: Do not agitate at high speed or in a manner that would whip air or moisture in to the product. Both components should be heated to approximately 120°F (49°C) - 160°F (71°C) to achieve spray pattern consistency.

Plural component proportioning equipment with a direct impingement, mechanical purge gun is required for Poly-Cote 110, 1:1 mix ratio.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	20.0 (500)	>500 (12,500)
Dry mils (microns)	20.0 (500)	>500* (12,500)
~Coverage sq ft/gal (m ² /L)	3 (0.07)	80 (1.96)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1600 (39.2)	

* 250 mils (6250 microns) maximum for NSF applications.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. Brush and roll applications are intended for field repairs and weld seams. Utilize Poly-Cote 115FR for these applications.

Drying Schedule @ 35.0 mils wet (875 microns):

Fast Set:	@ 75°F/24°C
Tack free:	90-150 seconds
To recoat (max.):	2 hours
To handle:	5-10 minutes
To cure:	4 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 158°F (70°C) for NSF applications.

Pot life: 15-20 seconds (100 grams mass)

Drying Schedule @ 35.0 mils wet (875 microns):

Rapid Set:	@ 75°F/24°C
Tack free:	4-6 minutes
To recoat (max.):	4 hours
To handle:	20-25 minutes
To cure:	6 hours

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

At 24 hour cure to service at 70°F (21°C) for NSF applications.

Pot life: 55-65 seconds (100 grams mass)

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

PERFORMANCE TIPS

For immersion applications, a minimum total dry film thickness of 20 mils for steel is required. Always spark test in accordance with NACE SP0188 for steel after application. Repair holidays prior to placing substrate into service using Poly-Cote 115FR.

Use only heated, plural component equipment capable of producing 3,000 psi output at the pump and 2,200 psi minimum at the gun.

In order to prevent blockage of spray equipment, clean equipment before use or before extended downtime with MEK R6K10.

While spraying, use 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. All application shall be done in a manner that mitigates runs and sags and provides complete coverage on all surfaces, including difficult to spray areas like welds, seams and angles.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, climatic conditions, and excessive film build.

Do not agitate in a manner that would whip air and moisture in to the product.

Consult your Sherwin-Williams representative for specific application and performance recommendations.

Where a hold primer is used, do not fill the profile on concrete or steel with excess primer. Topcoat epoxy primers immediately after they become tack free. "Tack free" is defined as slight to medium pressure with a gloved hand, placed on a primed surface, that when lifted shows a slight imprint or distortion to the surface, with no transfer of primer to the glove.

Refer to Product Information sheet for additional performance characteristics and properties.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with MEK R6K10. Clean tools and equipment immediately after use (including both A and B sides of plural component spray system) with MEK R6K10.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 720,437.00

Delivered, F.O.B. Fernandina Beach, Florida

Name: Harbor Marine Dock Company, Inc.

Federal Taxpayer ID: 59-3950690

Mailing Address: PO Box 3379

City, State, & Zip Code: Ponte Vedra Beach, FL 32004

Telephone: 904 307 2501 Fax: _____

Email: merkweston@yahoo.com Submitted By: Weston Merkel

Title: Vice President

FIRM Accepts Credit Cards*: Yes ^{+ 3%} No

Accounting Contact:

Name: Weston Merkel Title: Vice President

Email Address: Merkweston@yahoo.com Phone: 904 307 2501

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB #19-27.
2. This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379 Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Weston Merkel and my relationship to the entity named above is Vice 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, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

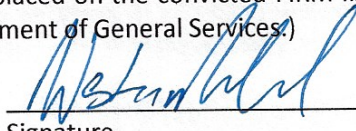
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

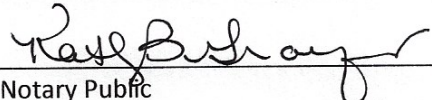

Signature

12/20/19
Date:

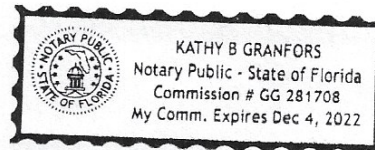
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 20 day of December, 201 19, and is personally known to me, or has provided FLDL as identification.


Notary Public

My Commission expires: 12-4-22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

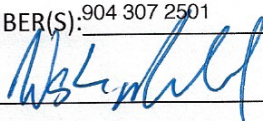
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: Harbor Marine Dock Company, Inc.

CITY: Ponte Vedra Beach STATE: FL ZIP CODE: 32004

TELEPHONE NUMBER(S): 904 307 2501

SIGNATURE: 

NAME (TYPED OR PRINTED): Weston Merkel TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 19-27

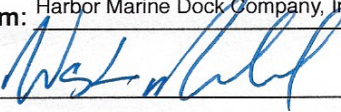
Project Description: Northern Attenuator Remove and Install Docks and Dock Piles

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Harbor Marine Dock Company, Inc.

Authorized Signature: 

Title: Vice President

Date: 12/23/2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

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: Weston Merkel Title: Vice President

Signature:  Date: 12/23/2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #19-27.

This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379 Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Weston Merkel and my relationship to the entity named above is Vice President.

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

Weston Merkel
Signature

12/20/19
Date:

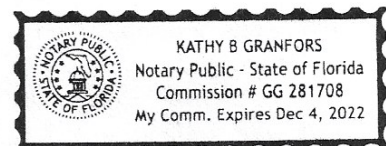
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 20 day of December, 2019, and is personally known to me, or has provided FLDL as identification.

Kathy B Granfors
Notary Signature

My Commission expires: 12.4.22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 19-27.

This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379 Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Weston Merkel and my relationship to the entity named above is Vice 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.

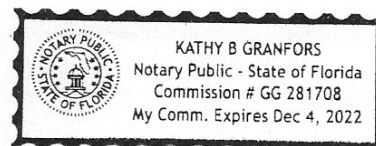
Weston Merkel 12/20/19
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 20 day of December, 2019, and is personally known to me, or has provided FLDL as identification.

Kathy B. Granfors
Notary Signature

My Commission expires: 12-4-22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ___ NO X

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

YES _____ NO X

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

YES _____ NO X

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

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

Harbor Marine Dock Company, Inc.

12/23/2019

Firm

Date

Weston Merkel

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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 19-27**. 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.

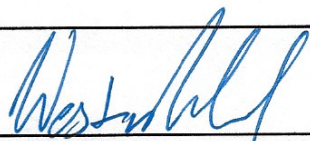
Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

Harbor Marine Dock Company, Inc.
Weston Merkel

NAME: _____ **TITLE:** Vice President _____

ADDRESS: PO Box 3379 _____

CITY: Ponte Vedra Beach _____ **STATE:** FL 32004 _____

AUTHORIZED SIGNATURE:  _____ **DATE:** 12/23/2019 _____

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

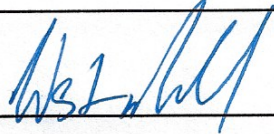
The following changes are applicable to the original ITB documents and specifications of **ITB 19-27**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: Harbor Marine Dock Company, Inc.
Weston Merkel TITLE: Vice President

ADDRESS: PO Box 3379

CITY: Ponte Vedra Beach, FL STATE: 32004

AUTHORIZED SIGNATURE:  DATE: 12/23/2019

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Harbor Marine Dock Company, Inc.
130 Corridor Road #3379
Ponte Vedra Beach, FL 32004

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

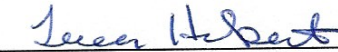
ITB 19-27 - Northern Attenuator Remove and Install Docks and Dock Piles - 1 Centre Street, Fernandina Beach, FL 32034

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of December, 2019


(Witness)


(Witness) Tracey C. Brown-Boone

Harbor Marine Dock Company, Inc.

(Principal)

(Seal)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin R. Wojtowicz Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200905

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus, Tracey Boone-Brown, Laura D. Mosholder, John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 619,102.50

Delivered, F.O.B. Fernandina Beach, Florida

Name: LEE Construction Group, Inc.

Federal Taxpayer ID: 14-1984840

Mailing Address: 9485 NW 12 Street

City, State, & Zip Code: Doral, FL 33172

Telephone: 305-216-7558 **Fax:** 305-994-2159

Email: leenriquez@leecgi.com **Submitted By:** Luis E. Enriquez

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Irene Amaro **Title:** Office Manager

Email Address: iamaro@leecgi.com **Phone:** 305-216-7558

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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 19-27.
2. This sworn statement is submitted by (entity) LEE Construction Group, Inc. whose business address is 9485 NW 12 Street Doral, FL 33172 and (if applicable) Federal Employer Identification Number (FEIN) is 14-1984840 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Luis E. Enriquez 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, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

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

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

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

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

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

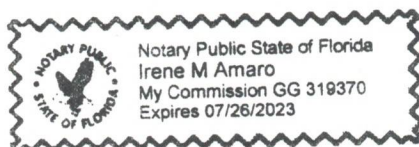
Signature

12/20/2019

Date:

STATE OF FLORIDA
COUNTY OF Florida

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this 20 day of December, 201 9, and is personally known to me, or has provided _____ as identification.



Irene M. Amaro

Notary Public

My Commission expires: 07/26/2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: LEE Construction Group, Inc.

CITY: Doral STATE: FL ZIP CODE: 33172

TELEPHONE NUMBER(S): 305-216-7558

SIGNATURE: _____

NAME (TYPED OR PRINTED): Luis E. Enriquez TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 19-27

Project Description: Northern Attenuator Remove and Install Docks and Dock Piles

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: LEE Construction Group, Inc.

Authorized Signature: _____

Title: President

Date: 12/20/2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES**

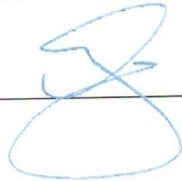
EXHIBIT "E"

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: Luis E. Enriquez Title: President

Signature:  Date: 12/20/2019

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 19-27.

This sworn statement is submitted by (entity) LEE Construction Group, Inc. whose business address is 9485 NW 12 Street Doral, FL 33172 and (if applicable) Federal Employer Identification Number (FEIN) is 14-1984840 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Luis E. Enriquez and my relationship to the entity named above is President.

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

12/20/2019

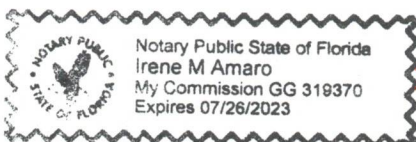
Signature Date:

STATE OF FLORIDA
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 20 day of December, 2019, and is personally known to me, or has provided _____ as identification.

Irene M. Amaro
Notary Signature

My Commission expires: 07/26/2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 19-27.

This sworn statement is submitted by (entity) LEE Construction Group, Inc. whose business address is 9485 NW 12 Street Doral, FL 33172 and (if applicable) Federal Employer Identification Number (FEIN) is 14-1984840 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Luis E. Enriquez 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

12/20/2019

Date:

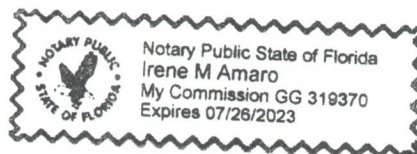
STATE OF FLORIDA

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 20 day of December, 2019, and is personally known to me, or has provided _____ as identification.

Irene M. Amaro
Notary Signature

My Commission expires: 07/26/2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-27
NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ___ NO X

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

YES ___ NO X

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

YES ___ NO X

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

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

LEE Construction Group, Inc.

12/20/2019

Firm

Date

Authorized Signature

Luis E. Enriquez - President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

LEE Construction Group, Inc.
9485 Northwest 12th Street
Doral, FL 33172

SURETY:

(Name, legal status and principal place of business)

Hartford Casualty Insurance Company

One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices

same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Fernandina Beach
3 South Front Street
Fernandina Beach, FL 32034

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

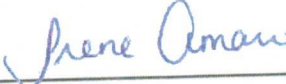
Northern Attenuator remove and install docks and piles - Bid #19-27

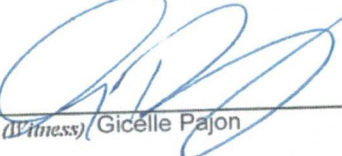
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of December, 2019.


(Witness)


(Witness) Giselle Pajon

LEE Construction Group, Inc.

(Principal)

(Seal)

By:

(Title) President

Hartford Casualty Insurance Company

(Surety)

(Seal)


(Title) Charles D. Nielson, Attorney-in-Fact

Surety Phone No. 860-547-5000

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
Agency Code: 21-229752

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 23, 2019
Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

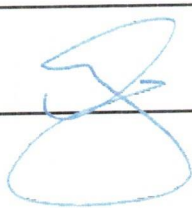
The following changes are applicable to the original ITB documents and specifications of **ITB 19-27**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: Luis E. Enriquez **TITLE:** President

ADDRESS: 9485 NW 12 Street

CITY: Doral **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 12/20/2019

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 19-27 NORTHERN ATTENUATOR REMOVE AND INSTALL DOCKS AND DOCK PILES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

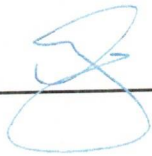
The following changes are applicable to the original ITB documents and specifications of **ITB 19-27**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company 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: Luis E. Enriquez **TITLE:** President

ADDRESS: 9485 NW 12 Street

CITY: Doral **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 12/20/2019

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 01/11/2020 from 8:00 AM to 1:00 PM

 **ALERT:** The DFARS provision currently numbered 252.204-70ZZ will be updated to 252.204-7016 in SAM's next release. Additionally, the clause at paragraph (a) will be updated to reference 252.204-7018 instead of 252.204-YY.

Entity Dashboard

LEE CONSTRUCTION GROUP, INC.
DUNS: 795193379 CAGE Code: 5BK67
Status: Active
Expiration Date: 12/09/2020
Purpose of Registration: All Awards

9485 NW 12TH ST
DORAL, FL 33172-2803,
UNITED STATES

▸ [Entity Overview](#)

▸ [Entity Registration](#)

- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)

▸ [Exclusions](#)

- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

Active Exclusions

Page Description

There are no active exclusion records associated to this entity by its unique entity identifier, i.e. the DUNS Number. You may conduct additional searches for exclusion records using different search criteria by selecting Search Records in the main navigation.

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[RETURN TO SEARCH](#)



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WWW7

Search Records	Disclaimers	FAPITS.gov
Data Access	Accessibility	GSA.gov/IAE
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Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-18
Second Amendment and Assignment, Assumption, and Consent to Lease Agreement -
Amelia River Excursions, Inc./Anchor Amelia Adventures, LLC

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-18

SYNOPSIS: Kevin McCarthy, owner of Amelia River Excursions, Inc. respectfully requests approval of an assignment of the 5-year lease dated December 4, 2018 ("Lease"). Mr. McCarthy has been successful in attracting investors to invest in his business. The investors have formed a new company which needs to be included on the Lease.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-18.

Tammi E. Bach, City Attorney 1/3/2020
Dale L. Martin, City Manager 1/14/2020

Date: January 03, 2020

Submitted By: Tammi E. Bach, City Attorney

COMMISSION ACTION: Adopt

RESOLUTION 2020-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CONSENTING TO THE SECOND AMENDMENT, ASSIGNMENT, ASSUMPTION FOR LEASE AGREEMENT BETWEEN CITY AND AMELIA RIVER EXCURSIONS, INC. FOR PROPERTY LOCATED AT THE FERNANDINA HARBOR MARINA TO ANCHOR AMELIA ADVENTURES, LLC IN ORDER TO ADD AN ADDITIONAL LESSEE TO THE LEASE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amelia River Excursions, Inc. has attracted investors to its business which will allow capital to be injected into the business to provide for upgrades to vessels and equipment; and

WHEREAS, Amelia River Excursions, Inc. desires to assign its lease agreement with the City dated December 4, 2018 ("Lease") to itself and add the investor partner, Anchor Amelia Adventures, LLC, to the Lease with the City; and

WHEREAS, the Lease permits assignment upon approval of the City Commission.

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 Second Amendment and Assignment, Assumption, Consent and Release Agreement, attached hereto as Exhibit "1".

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**SECOND AMENDMENT AND
ASSIGNMENT, ASSUMPTION, AND CONSENT**

This SECOND AMENDMENT AND ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT (the "Assignment") is entered into as of _____, 2020 (the "Effective Date") by and between AMELIA RIVER EXCURSIONS, INC., a Florida corporation (the "Assignor"), CITY OF FERNANDINA BEACH, FLORIDA, a Florida municipal corporation (the "Lessor" or "City"), and AMELIA RIVER EXCURSIONS, INC., a Florida corporation, and ANCHOR AMELIA ADVENTURES, LLC, a Florida limited liability company (collectively, the "Assignee").

RECITALS

WHEREAS, Amelia River Excursions, Inc. and the City of Fernandina Beach, Florida, entered that certain Lease Agreement for Use of City Marina Property dated December 4, 2018 (the "Original Agreement") as amended by that certain First Amendment to Lease Agreement for Use of City Marina Property (the "First Amendment") dated January 2, 2019, (collectively, the "Lease");

WHEREAS, pursuant to Section 5 of the Original Agreement, the Lease may be assigned upon the City's written consent and such consent shall not be unreasonably withheld, thereby releasing Assignor from any further liability under this Lease;

WHEREAS, the Assignor wishes to assign the Lease to add Anchor Amelia Adventures, LLC, as an additional entity to the Lease and Anchor Amelia Adventures, LLC wishes to assume the Lease rights and responsibilities collectively with Amelia River Excursions, Inc.

WHEREAS, the Lessor wishes to approve such assignment and assumption of the Lease to both entities, Amelia River Excursions, Inc., and Anchor Amelia Adventures, LLC, as Assignees.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth in this Agreement, the Parties hereto agree as follows:

1. **Amendment.** The Lease shall be amended as follows:

a. **Section 34 Notice.** All notices to be provided hereunder shall be delivered to the City at their address stated above or to the Leasees addressed to Kevin P. McCarthy, Amelia River Excursions, Inc., 1 N. Front Street, Fernandina Beach, FL 32034 and to Stephen Williams, Anchor Amelia Adventures, LLC, at 1 N. Front Street, Fernandina Beach, FL 32024 either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the above-specified address.

2. **Assignment.** Amelia River Excursions, Inc., assigns to Amelia River Excursions, Inc., and Anchor Amelia Adventures, LLC, all of Amelia River Excursions, Inc.'s right, title and interest to the Lease.

3. **Acceptance and Assumption.** Assignee hereby accepts the foregoing assignment by Assignor of all its right, title and interest in and to the Lease and assumes performance of all terms, covenants and conditions on the part of the Assignor to be performed, occurring or arising under the Lease, from and after the Effective Date.

4. **No Defaults, Consent and Release.** The City represents and warrants that the Assignor is not currently in default under the Lease and consents to the Assignor's assignment of the Lease to Assignee.

5. **Indemnification by the Assignor.** The Assignor shall defend, indemnify, and hold harmless the Assignee, the City, the City's affiliates, and each of their respective successors, assigns, officers, directors, shareholders, managers, members, partners, investors, employees, representatives and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney fees, for injury or death to any person, or damage to any property to the extent arising from the performance or non-performance, before the date of this Assignment, of Assignor's obligations under the Lease. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6. **Indemnification by the Assignee.** The Assignee shall defend, indemnify, and hold harmless the Assignee, the City, the City's affiliates, and each of their respective successors, assigns, officers, directors, shareholders, managers, members, partners, investors, employees, representatives and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney fees, for injury or death to any person, or damage to any property to the extent arising from the performance or non-performance, on or after the date of this Assignment, of Assignee's obligations under the Lease. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. **Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. The indemnification, defense and hold harmless rights and obligations arising under this Assignment shall survive indefinitely.

8. **Severability.** The provisions of this Assignment are severable, and if any one or more provisions may be determined judicially unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding upon and enforceable against the parties hereto to the extent they may reasonably be enforced apart from that which is invalidated.

9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this SECOND AMENDMENT AND ASSIGNMENT, ASSUMPTION AND CONSENT to be executed by their authorized representatives as of the Effective Date first above written.

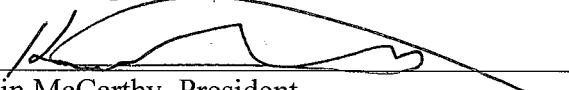
WITNESSES:

Signature of Witness

Printed Name: _____

"ASSIGNOR"

AMELIA RIVER EXCURSIONS, INC.,
a Florida corporation

By: 
Kevin McCarthy, President

Signature of Witness

Printed Name: _____

WITNESSES:

Signature of Witness

Printed Name: _____

"ASSIGNEE"

ANCHOR AMELIA ADVENTURES, LLC,
a Florida limited liability corporation

By: _____
Stephen Williams, President

Signature of Witness

Printed Name: _____

WITNESSES:

Signature of Witness

Printed Name: _____

"ASSIGNEE"

AMELIA RIVER EXCURSIONS, INC.,
a Florida corporation

By: 
Kevin McCarthy, President

Signature of Witness

Printed Name: _____

WITNESSES:

Signature of Witness

Printed Name: _____

Signature of Witness

Printed Name: _____

"CITY" or "LESSOR"

FERNANDINA BEACH, FLORIDA
a municipal corporation

By: _____
Dale L. Martin, City Manager

APPROVED AS TO FORM AND LEGALITY:



By: _____
Tammi E. Bach, City Attorney

ATTEST:

By: _____
Caroline Best, City Clerk

MEMORANDUM

TO: Honorable Mayor and City Commission

CC: Tammi Bach, City Attorney at tbach@fbfl.org
Dale Martin, City Manager at dmartin@fbfl.org

FROM: Kevin McCarthy of Amelia River Excursions, Inc. *KMc.*

DATE: January 3, 2020

RE: Request for Assignment of Lease to Add Anchor Amelia Adventures, LLC
as an Additional Lessee.

Dear Honorable Mayor and City Commission,

Kevin McCarthy, President of Amelia River Excursions, Inc., requests the City Commission to approve the Second Amendment, Assignment, Assumption and Consent Agreement to add an additional Lessee to be bound by the terms and conditions and enjoy the rights and privileges of the existing Lease Agreement for Use of City Marina Property between Amelia River Excursions, Inc. and the City (the "Lease").

In order to receive additional capital to provide more services, tours and recreational opportunities within the City of Fernandina Beach, Amelia River Excursions, Inc., has partnered with Anchor Amelia Adventures, LLC. Kevin McCarthy shall also be a member of Anchor Amelia Adventures, LLC. Other members of Anchor Amelia Adventures, LLC, are Max Monks and Stephen Williams.

Max Monks is a descendant of Thomas Carnegie. Mr. Monks grew up visiting Cumberland Island as well as the surrounding barrier islands and beaches of southern Georgia and northern Florida. His family has a storied history in the region and, while now residing in Maine and New York, continues to visit and enjoy the beaches, wild horses, the ruins of Dungeness, and the famed southern hospitality. Mr. Monks and his family are thrilled to collaborate with Amelia River Excursions, Inc. to create Anchor Amelia Adventures, LLC, and seek to continue providing safe water services and share and explore the stunning coastline and history of the coast.

Stephen Williams currently heads a Georgia-based water tour, ferry, and water sports company. Mr. Williams has worked closely with Kevin McCarthy for the last three years towards developing new and exciting concepts both on Amelia Island as well as in surrounding coastal areas. Mr. Williams has actively developed and managed numerous international shipping and maritime projects over the last twenty-five years and has worked closely with numerous governmental, state, and local municipalities on marine, tour, and transportation-based concepts.

Kevin McCarthy's entity, Amelia River Excursions, Inc., shall retain ownership and control of all vessels which are the subject of the Lease. Mr. McCarthy shall also be the local manager of Anchor Amelia Adventures, LLC. Mr. McCarthy will continue to manage

the day-to-day operations of Amelia River Excursions, Inc., and manage the day-to-day operations of the Anchor Amelia Adventures, LLC with Stephen Williams. Matters concerning long-term strategy, finance, accounting, sales, marketing, and employee relations will be handled by Kevin McCarthy in coordination with Stephen Williams. The assignment of the Lease to add Anchor Amelia Adventures, LLC, will allow Amelia River Excursions, Inc., and Anchor Amelia Adventures, LLC, to boost the local economy by creating additional jobs, capital improvements and providing additional services to the area.

RESOLUTION 2018-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN AMELIA RIVER EXCURSIONS, INC. AND THE CITY OF FERNANDINA BEACH FOR PERMANENT SLIPS AND LAND FOR A TICKET KIOSK AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach owns certain real property known as the Fernandina Harbor Marina ("Property"); and

WHEREAS, Amelia River Excursions, Inc., wishes to lease a portion of the Property for the purpose of installing and occupying a temporary ticket booth no more than 400 square feet in size to serve customers; and

WHEREAS, Amelia River Excursions, Inc., owns three boats and also wishes to lease three permanent slip locations in the Fernandina Harbor Marina; and

WHEREAS, the City is willing to allow Amelia River Excursions, Inc. to lease the Property and the slip locations, subject to the terms and conditions set forth in the Lease Agreement (Exhibit A).

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 Lease Agreement with Amelia River Excursions, Inc., attached hereto as Exhibit "A".

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

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

ADOPTED this 4th day of December, 2018.

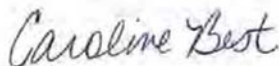
CITY OF FERNANDINA BEACH



John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

LEASE AGREEMENT
FOR USE OF CITY MARINA PROPERTY

This LEASE AGREEMENT ("Agreement") is entered into on Dec 4, 2018, by and between AMELIA RIVER EXCURSIONS, INC., a Florida corporation and its successors and assigns, whose address is 1 N. Front Street, Fernandina Beach, FL 32034 ("Leasee" or "AREI") and CITY OF FERNANDINA BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (the "City"), with reference to the following facts:

WHEREAS, the City is owner of that certain real property Nassau County Parcel ID#'s are 00-00-31-1760-0031-0020 and 00-00-31-1760-0029-0010, known informally as Parking Lot B and Parking Lot C upland to and adjacent to the Fernandina Harbor Marina, City of Fernandina Beach, Nassau County, Florida 32034 (collectively known as the "Property");

WHEREAS, the Leasee wishes to occupy and utilize a four hundred square foot (400 sq. ft.) portion of the Property (the "Leased Area") for the limited purpose of installing and occupying a ticket booth no more than one hundred square feet (100 sq. ft.) in size to serve customers and sell tickets to its customers for AREI (the "Kiosk"); and

WHEREAS, the City is willing to allow the Leasee to use the Leased Area, subject to the terms and conditions set forth in this Agreement;

WHEREAS, AREI is the owner of three Boats; Bald Eagle-Amelia River Cruise, fifty-nine feet (59') in length with hull number KRI590006J990; Kieren Marie, forty-five feet (45') in length with hull number KRI450835111; and Miss Kaylynn, forty-five feet (45') with hull number 994406 (collectively known as the "Boats");

WHEREAS, the Leasee wishes to occupy three (3) long-term slip locations in the Fernandina Harbor Marina (the "Marina") to accommodate the mooring of the Boats.

WHEREAS, the City is willing to grant three (3) long-term slip locations to AREI for the mooring of the Boats more accurately identified as slip #3-03W, #2-25E and #3-02W (collectively referred to as the "Slips").

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement by this reference, and are true and complete.
2. Lease Term. As it pertains to the three (3) Slips and one (1) Kiosk and the Leased Area, AREI shall have a five-year initial lease term (the "Initial 5-Year Lease Term"). This Agreement shall automatically renew for one (1) additional five-year (5 yr.) period. AREI shall have the option to renew for one (1) additional consecutive five-year (5 yr.) period with at least ninety (90) days' notice to the City prior to the expiration of the Lease Term. Thereafter, AREI shall have the option to review for additional five-year (5 yr.) periods with written consent from the City, and such consent shall not be unreasonably withheld by the City. AREI shall provide

written notice to the City of AREI's intention to renew at least ninety (90) days prior to the expiration of any lease term. If the City does not respond to AREI's intention to renew the five-year (5 yr.) lease term within fifteen (15) days of receipt of AREI's intention to renew, the City shall be deemed to consent to the renewal of the Lease for an additional five-year (5 yr.) term. The initial five-year (5 yr.) lease term shall commence on January 1, 2019 upon approval of this Agreement by the City Commission of Fernandina Beach, Florida.

3. Lease Payment. In exchange for the right to use the Property and Slips, AREI will pay a lump-sum payment of \$2,800 a month, plus applicable sales tax, for each month of the lease term, to be paid on or before the first day of the month. Rent for any fractional amount at the beginning or end of the said lease term will be prorated on a daily basis. The monthly lease payment shall be increased at a rate of one percent (1%) or the Consumer Price Index (CPI) - All Urban Consumers South Urban Region- All Items (base year 1982-84=100), as published by the United States Department of Labor-Bureau of Labor Statistics, whichever is greater, on an annual basis beginning in the second year of the Initial 5-Year Lease Term. Such CPI increase will be computed each year based on the twelve-month (12 mo.) percent change of the July index and any change will be implemented and effective with October rent payments of each applicable year.

In the event a similarly situated commercial entity or individual operating a US Coast Guard inspected passenger vessel providing services to seven (7) or more passengers (referred to as the "Competitor") desires to enter into an agreement with the City for the use of slips in the Marina, or any portion of the Property, for a term exceeding one (1) month, the City shall require that said Competitor shall agree to a lease payment equal or greater to the amount identified by this Agreement, subject to a pro-rata adjustment based on the length of the vessels and/or square footage of the Property to be leased by Competitor.

4. Property and Slip Use. The City hereby agrees and consents to allow the Leasee to use the Slips, the Kiosk and the Lease Area provided, however, that such consent shall constitute a lease only, subject to the terms and conditions of this Agreement, and shall not constitute an easement nor give rise to any claim of adverse possession or prescriptive easement by the Leasee. The Leasee hereby waives all rights it may have to make any such claims.

5. Assignment and Binding Effect. The terms of this Agreement shall be binding upon the City, the Leasee and the heirs, successors, and assigns of the Leasee and the City. With the approval of the City Commission, this Agreement may be assigned upon the City's written consent and such consent shall not be unreasonably withheld, thereby releasing AREI from any further liability under this Agreement.

6. Release and Indemnification. The Leasee understands acknowledges and agrees to assume all risks and hazards incidental to the installing and occupying the Kiosk and Leased Area to serve customers for AREI. The Leasee does hereby agree to waive, release, absolve, and covenants not to sue the City, its mayor, commissioners, officers, employees, contractors, consultants, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or the Leasee's installing and the Kiosk and Leased Area to serve customers for AREI. The Leasee further promises and agrees to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or

property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or the Leasee's installing and occupying the Kiosk and Leased Area to serve customers for AREI. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the Leasee's installing and occupying the Kiosk and Leased Area to serve customers for AREI. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Commercial General Liability Insurance. The Leasee shall furnish proof of commercial general liability insurance coverage to the City naming the City as additional insured in an amount no less than \$3,000,000 per occurrence. The Leasee shall provide updated certificates of insurance to City as they are issued by Leasee's insurer evidencing current and valid insurance coverage during the life of this Agreement.

8. Representation and Warranty. The City represents and warrants that it is the fee simple owner of the Property. The City further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the City has full power and authority to bind the City to the terms hereof. The Leasee further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the Leasee has full power and authority to bind the Leasee to the terms hereof.

9. Kiosk Location. In the event the Kiosk or Leased area are inaccessible or otherwise unusable due to maintenance, construction or repairs to the surrounding riverfront property owned by the City, or for any reason caused by the City, a reasonably suited alternative area for the kiosk/ticket booth shall be provided by the City and consented to by both parties. Such consent shall not be unreasonably withheld. A reasonably suited alternate area means immediately adjacent to the Marina and as near as possible to any boat slips leased or utilized by AREI in the Marina.

10. Boat Slip Lease: The City hereby grants a lease to Boat and AREI for use of the Slips located at the Marina for the Boats described above, including all riggings, engines, appurtenances and contents. The Boats shall be permanently assigned the Slips indicated hereafter; (Bald Eagle slip number 3-03W, Kieren Marie slip number 2-25E, Miss Kaylynn slip number 3-02W). In the event the City causes the Slip(s) to be inaccessible or otherwise unusable, the City shall provide a reasonably suited alternate slip(s) assignment in the Marina which has consented to by both parties. Such consent shall not be unreasonably withheld. Reasonably suited alternate slip assignment shall be located as near as possible to the Kiosk and Leased Area referenced by this Agreement. The parties acknowledge and agree that no bailment is created by this agreement.

11. Payment of Fees and Other Charges: If AREI fails to pay an outstanding balance for three (3) months, the City shall be authorized to sell the Boat at a nonjudicial sale within the provisions of FS 328.17 after providing a written notice of nonjudicial sale to the AREI by certified or registered letter, return receipt requested at the address provided in this Agreement at least 30 days prior to any proposed sale. This provision is in addition to and not a limitation of City's rights under state or federal maritime law, which rights and liens are not waived and are

expressly reserved. All charges are subject to applicable taxes.

12. Use Of Slip - Authority: AREI may use each Slip only to moor or store the Boats, and for no other purpose. If AREI replaces any of the Boats and wants to use a Slip for a replacement boat, AREI must first register the new boat with the City and shall agree to a pro-rata adjustment to the lease payment based on the length of the replacement boat. AREI represents that AREI has an ownership interest in the Boats and/or AREI is fully authorized to bind all owners of the Boats to the terms and conditions of this Agreement. If an agent of AREI, including a Captain, is signing this Agreement, said person represents that he has the authority to bind the AREI. If AREI removes the Boats from the Marina for extended periods (normally more than seven (7) days), for any reason, including repairs to the Boat, AREI shall notify the City.

13. Laws, Rules and Regulations: AREI shall comply with the Marina Rules. The City may change the Marina Rules by posting new ones. In using the Marina, AREI shall comply with all applicable laws, ordinances, resolutions, rules and regulations of federal, state and local entities, including US Coastguard regulations.

14. Care of Slip - Maintenance: AREI shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Marina Rules. Upon termination of this Agreement, AREI shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. AREI shall not alter the Slip, dock area or utilities services. AREI shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on the Slip, without the permission of Marina.

15. Utilities and Fees: Each Slip location shall be provided access to a 30-amp breaker, freshwater, fuel, and septic pump-out services and such other utility services then available to licensees at the Marina, generally. The Kiosk shall be provided electrical service. Marina does not warrant the availability of utility services and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, AREI acknowledges that utility service may be discontinued during inclement weather. In addition, Marina does not warrant that the utility services will be compatible with the utility service requirements of the Boats (including electrical interconnection requirements or the effect of electrolytic action).

16. Discount. If, at any time during any monthly payment period, fuel, fresh water or septic pump-out services provided by the Marina is unavailable for AREI use for at least thirty (30) consecutive calendar days, AREI will receive a 10% discount for the corresponding monthly lease payment. Such discount shall be applied to any monthly payment period in which fuel, fresh water, or septic services are unavailable for AREI use. At the commencement of this Agreement, fuel is not available at the Marina. Notwithstanding the foregoing, the discount provided for in this paragraph shall not commence regarding the failure to provide fuel until after such date fuel is restored at the Marina.

17. Access to Boats: The City shall have the right to inspect the Boats from time to time to determine if the Boats are in compliance with the terms of this Agreement.

18. No Warranties: The City makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and the Marina for AREI's intended purposes. AREI acknowledges that AREI has had an opportunity to inspect the Marina and the Slip prior to execution of this

Agreement and agrees to accept the Marina and the Slip in their current condition.

19. Holding Over: If any of the Boats remain at the Slip following termination of this Agreement, and without otherwise limiting the rights of the City hereunder, AREI shall be deemed to be occupying the Slip for purposes of transient dockage and shall pay the City the then applicable daily rate of transient moorage for each day the Boat continues to be moored at the Slip.

20. Emergencies, Hurricanes Or Other Acts Of God: The City expects AREI to have made suitable arrangements for safe, sheltered anchorage during tropical storms or hurricanes, and AREI warrants such arrangement have or will be made. AREI may not assume that the Marina will be safe, sheltered anchorage during tropical storms or hurricanes. In the event of an impending tropical storm or hurricane or other emergency, the City, in its sole discretion, is authorized to do whatever the City deems appropriate and reserves the right to move or evacuate unattended Boats at the AREI's risk and expense. UNDERTAKING TO MOVE OR EVACUATE BOATS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF BOAT BY THE CITY, NOR SHALL THE CITY BE DEEMED A BAILEE OF AREI.

21. Cumulative Remedies – No Waiver: The City's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same have become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

22. Assumption Of Risk -Disclaimer Of Liability – Indemnity: The dock lockers, Slips, Kiosk, Lease Area and the Marina are to be used at the sole risk of AREI, and AREI hereby assumes such risk. The City assumes no responsibility for and shall not be liable for the care, protection and security of the Boats. AREI, for itself, for the Boat and for AREI's Agents (as defined in Section 24) hereby releases the City from any and all liability for loss, death, damage or injury (collectively "injury") to any person or property arising out of or in connection with the condition or use of the Boats or the condition or use of the City or its services (including forklift, travel lift, unloading or loading of trailers and other services) whether such injury is caused by or through the acts or omissions of the City or by any other cause whatsoever, including the City's negligence, except the City's gross negligence or willful misconduct. AREI shall indemnify and hold harmless the City from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury (unless due to the willful misconduct or gross negligence of City) or arising from AREI's breach of this Agreement. Marina is not to be considered under this Agreement as an insurer of AREI's property and AREI should secure such insurance as AREI desires, AREI is advised to remove all items not permanently attached to the Boats while each Boat is in the Marina. Under no circumstances shall the City be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to AREI's use of the Marina. AREI and AREI's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Boats are involved in any casualty resulting in personal injury, death or property damage while stored at the Marina or in connection with this Agreement. In consideration of the monetary Lease Payment set forth in this Agreement, Owner

agrees that the City shall not carry any insurance for the protection of Owner or Boats.

23. AREI's Responsibility for Damage and the Environment: AREI shall be responsible for and shall promptly, upon demand, pay the City for any damage caused to the Marina by AREI, the Boats or AREI's Agents. AREI shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay the City for any damage, expense or liability incurred by the City due to AREI's or AREI's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by AREI. AREI shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of the Marina. The costs for which AREI and Boat may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of any violations. AREI shall be responsible for immediately reporting and cleaning up any such release. AREI shall report any release immediately to the Marina manager and shall keep Marina informed on a daily basis of AREI's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with AREI's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at AREI's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.

24. Conduct: The conduct at the Marina of any of AREI's employees, licensees, agents or guests (herein individually referred to as "AREI's Agent") shall be the sole responsibility of AREI. Conduct by AREI or AREI's Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the City (including use of drugs or becoming intoxicated by alcohol) shall, at the option of the City, be cause for immediate termination of this Agreement by the City.

25. Security Service: AREI acknowledges that the security service provided by the City is a courtesy only and that, while the City will use its best efforts to provide adequate surveillance, the City bears no liability or responsibility in the event that AREI's or the Boats' security is breached.

26. Parking: AREI is in no way guaranteed parking spaces at the Marina or anywhere else on City property. Parking is available on a first come, first serve basis only

27. Joint and Several Liability: The obligations of AREI and each person executing this Agreement as AREI, are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Agreement shall be fully binding upon each of them.

28. Attorney's Fees: If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including prevailing party's attorney's fees in enforcing or protecting its rights.

29. Choice of Law: This Agreement shall be governed by the laws of Florida.

30. Lien on Boat: The City shall have a lien against each Boat for amount owed under this Agreement and for any damage caused or contributed to by each Boat or AREI to any property of the City. If the City enforces its lien, AREI agrees to pay all legal fees and costs incurred by the City in such enforcement.

31. Environmental Awareness Contract: AREI shall abide by the terms of the Environmental Awareness Contract.

32. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

33. Entire Agreement. This Agreement contains the entire agreement between the Leasee and the City with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments shall be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

34. Notices. All notices to be provided hereunder shall be delivered to the City at their address stated above or to the Leasee addressed to Kevin P. McCarthy, Amelia River Excursions, Inc., 1 N. Front Street, Fernandina Beach, FL 32034 either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the above-specified address.

35. Force Majeure. Either party shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonable within the control of either party and which by the exercise of due diligence, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended (not to exceed thirty (30) days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the thirty (30) days, either party may cancel the Agreement by delivering written notice to the other party.

36. Breach Other Than Non-Payment. If either AREI or the City fails to perform or breaches any agreement of the lease other than the agreement of AREI to pay rent to City, and the failure or breach continues for thirty (30) days after a written notice specifying the performance required has been given to the party in breach or failing to perform, the party giving notice may terminate the lease.

37. Termination for Non-Payment. If any rent due under this Agreement is not paid within fifteen (15) days of the date due, the City may assess additional finance charges of 18% per annum. If AREI continues to remain delinquent for a period of ninety (90) days, the City shall have the option to terminate this Agreement, resume possession of the Slip and kiosk/ticket booth area, and recover immediately from AREI the balance of the rent due as specified in this Agreement.

38. Option to Terminate/Liquidated Damages. If AREI wishes to terminate this Agreement before the ending date of the Agreement, AREI will provide the City at least thirty (30) days prior written notice. The City will charge AREI \$5,600.00 as a termination fee. AREI will owe rent for the month prior to termination, any unpaid back rent and other damages as allowed by law. The City will not seek rent beyond the month of termination.

39. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, in consideration for the use of the Property and Slips, the parties have executed this instrument on the date first above written.

WITNESSES:

M. Bradley Manning
Signature of Witness
Printed Name: M Bradley Manning

Jaime Herrmann
Signature of Witness
Printed Name: Jaime Herrmann

WITNESSES:

Mary Hambury
Signature of Witness
Printed Name: MARY Hambury

Nathad Coyle
Signature of Witness
Printed Name: Nathad Coyle

"LEASEE"

AMELIA RIVER EXCURSIONS, INC.
a Florida corporation

By: Kevin McCarthy
Kevin McCarthy, President

"CITY"

FERNANDINA BEACH, FLORIDA
a municipal corporation

By: Dale L. Martin
Dale L. Martin, City Manager

APPROVED AS TO FORM AND LEGALITY:

By: Tammi E. Bach
Tammi E. Bach, City Attorney

ATTEST:

By: Caroline Best
Caroline Best, City Clerk

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-19
Memorandum of Understanding (MOU) - North Florida Land Trust

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-19

SYNOPSIS: This Memorandum of Understanding formalizes the work relationship between the City and North Florida Land Trust regarding identification and acquisition of lands for conservation.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-19.

Tammi E. Bach, City Attorney 1/3/2020

Dale L. Martin, City Manager 1/9/2020

Date: January 03, 2020

Submitted By: Tammi E. Bach, City Attorney

COMMISSION ACTION: Adopt

RESOLUTION 2020-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH NORTH FLORIDA LAND TRUST FOR IDENTIFICATION AND ACQUISITION OF LANDS FOR CONSERVATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Commission hereby approves the Memorandum of Understanding, attached hereto as Exhibit "A", between the City of Fernandina Beach and North Florida Land Trust ("NFLT") for identification and acquisition of lands for conservation.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Memorandum of Understanding and all necessary documentation upon review and approval of the City Attorney.

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

ADOPTED this 21st day of January, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF FERNANDINA BEACH AND THE
NORTH FLORIDA LAND TRUST, INC. FOR THE ACQUISITION OF LANDS FOR CONSERVATION.**

Whereas, the City of Fernandina Beach (The "City"), a municipal corporation under Florida state law, seeks to serve the people of its community through the creation and maintenance of healthful open spaces, and to be good stewards of its environment;

Whereas, the North Florida Land Trust, Inc. (NFLT), a 501(c)3 charitable corporation has a mission of "Preserving the natural areas, historic resources and working lands of North Florida," wherein it primarily achieves its mission through the acquisition, restoration and management of land or real estate;

Whereas, the City and NFLT intend to mutually identify parcels within the City limits worthy of acquisition for the purpose of preservation of their natural resources and the enjoyment of the people of Fernandina Beach;

Whereas, both parties have agreed that preservation and use of certain lands in the City as passive parks or natural open space is the highest and best use of certain lands according to their mutual missions.

THE PARTIES AND THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING HAVING BEEN DULY IDENTIFIED ABOVE, THE GENERAL PROVISIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. Term. This MOU shall be in effect until December 31st, 2023. This MOU may be extended at any time under the simple, mutual written agreement of both parties.
2. Mutual Cooperation. In all aspects of this agreement, both parties agree to mutual and friendly cooperation in the acquisition of lands for conservation; to not withhold any valuable information related to the acquisition and to provide any relevant information to the other in a reasonably prompt and discernable manner, and; to carry out faithfully all responsibilities and actionable items enumerated in this MOU.
3. Responsibilities of NFLT. In engaging in this MOU NFLT agrees to do the following:
 - a. NFLT will act as the acquisition agent on behalf of the City to acquire the lands for conservation. In so doing it agrees that it will coordinate all aspects of the acquisition with the appropriate City staff, in this case and unless otherwise notified those staff are to the City Manager and the City Attorney. NFLT understands that it has no independent authority to engage contracts or other forms agreement on behalf of the City without their explicit permission.
 - b. NFLT will ensure that the City is included as the intended user or certified party for all due diligence necessary to acquire the lands and to ensure that all due diligence is done to the standards required of a City transaction.
 - c. NFLT further agrees and understands that all aspects of the negotiation for the lands are to be treated as confidential information, not to be shared outside of the staff and Board of Directors of its organization or with the general public, until a purchase offer has been duly accepted by the Seller and is ready for presentation for approval by the City Commission and as provided in Ch. 119, Florida Statutes.
4. Responsibilities of the City. In engaging in this MOU the City agrees to do the following:
 - a. The city further agrees to allow NFLT to credit any costs incurred for due diligence in the acquisition of the property to be counted towards NFLT's total contribution toward the cost of acquisition. Each acquisition could have different percentage contributions from

each party to this MOU, and the parties will detail each party's contribution in the purchase and sale agreement(s) and/or the resolution(s) approving the purchase and sale agreement(s).

- b. The City further agrees and understands that all aspects of the negotiation for the lands are to be treated as confidential information, not to be shared outside of the City staff and its Commissioners or with the general public, until a purchase offer has been duly accepted by the Seller and is ready for presentation for approval by the City Commission in accordance with Ch. 119, Florida Statutes.
 - c. The City agrees that if acquired it will include in the deeds for acquisition deed restrictions enforceable by NFLT requiring that the lands be used only for passive parks or open space purposes, and a right of first refusal to NFLT requiring that if the City was to ever dispose, transfer or sell the lands, they must first offer them to NFLT at no purchase price.
5. Non-Binding Agreement. Both parties recognize that as an MOU the terms of this agreement are non-binding, and that neither party can financially or contractually obligate the other without their express written agreement. However, both parties agree that as a foundation of the partnership that they will both act in good faith to meet their responsibilities and obligations herein, and to work cooperatively in a prompt and straightforward manner.
6. Termination. This agreement is immediately terminable by either party, at either time, via a simple written notification provided by the person or authority executing the MOU.

Signature: _____ Date: _____ Dale L. Martin City Manager City of Fernandina Beach	Signature: _____ Date: _____ Jim McCarthy President North Florida Land Trust, Inc.
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APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

ATTEST:

Caroline Best, City Clerk

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-02
Franchise Agreement - Roque Island Capital, LLC

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-02 at First Reading.

SYNOPSIS: On June 5, 2007, the City approved a franchise agreement with Amelia Island Transportation Company which was assigned to Amelia Island Trolleys and Transportation, LLC via Ordinance 2010-21. The franchise agreement was transferred again via Ordinance 2012-30 to Amelia Island Transportation and Trolleys, LLC due to sale of assets and business.

The attached Ordinance allows the transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC for the operation of a trolley service.

FISCAL IMPACT: The funds will be deposited into the General Fund Local Business Tax account 001 31610.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-02 at First Reading.

Tammi E. Bach, City Attorney	1/9/2020
Dale L. Martin, City Manager	1/14/2020
Pauline Testagrose, Comptroller	1/14/2020
Tammi E. Bach, City Attorney	1/14/2020

Date: December 18, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2020-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA ISLAND TRANSPORTATION AND TROLLEYS, LLC AND GRANTING THE FRANCHISE TO ROQUE ISLAND CAPITAL, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR SEVERABILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 5, 2007, the City approved a franchise agreement with Amelia Island Transportation Company which was assigned to Amelia Island Trolleys and Transportation, LLC via Ordinance 2010-21; and

WHEREAS, the franchise agreement was transferred again via Ordinance 2012-30 to Amelia Island Transportation and Trolleys, LLC due to sale of assets and business; and

WHEREAS, the City Commission believes it is in the best interest of the City to allow the transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC for the operation of a trolley service.

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

SECTION 1. The City Commission hereby authorizes transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC, attached hereto as Exhibit "A."

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. The City Manager and the City Clerk are hereby authorized to execute documents necessary to complete the transfer of the franchise, upon review and approval of the City Attorney.

SECTION 4. EFFECTIVE DATE. This Ordinance is effective immediately upon enactment.

ENACTED this 18th day of February, 2020.

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

NON-EXCLUSIVE FRANCHISE AGREEMENT

This Franchise Agreement ("the Agreement") is entered into this 18th day of February, 2020, by and between the City of Fernandina Beach, a municipal corporation organized and existing under the laws of Florida, and Roque Island Capital, LLC, ("the Grantee") _____, _____.

Whereas, the City of Fernandina Beach has the ability to permit use of its streets for commercial purposes on a non-exclusive basis, based on the terms and conditions set forth in City Code Chapter 86, Article V; and

Whereas, the City has received an application to operate a trolley to provide sightseeing and transportation to residents and visitors to the City, and believes that the issuance of a Franchise Agreement is in the best interests of the City.

1. Definitions.

For the purpose of this Agreement, the following terms, words, and derivations shall have the meaning given in section 86.180 of the City Code. The word "shall" is always mandatory and not merely directory.

2. Grant of Franchise.

Pursuant to City Code Chapter 86, Article V, Amelia Island Trolleys and Transportation, LLC is hereby granted a non-exclusive franchise for the operation of a sightseeing motor vehicle while carrying passengers within the City limits of the city of Fernandina Beach.

3. Franchise Term.

The Franchise Term shall be for five (5) years, which shall be renewable every five (5) years up to a total of twenty (20) years.

4. Findings in Support of Franchise Agreement.

(A) The city commission, at a duly noticed public hearing, has heard from the public and entered findings based upon the requirements of City Code Section 86-180 through 86-198. Based on those findings, the City Commission grants the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property as designated herein by the city commission in said city, for the term set forth herein.

5. Specifics of Non-Exclusive Franchise.

A. Seating capacity and appearance approvals.

(1) Approved Vehicles.

- (a) It shall be unlawful for a Grantee to operate any sightseeing motor vehicle, in the City, the appearance and design of which has not been approved by the City Commission of the City. It shall also be unlawful for a Grantee to operate any sightseeing motor vehicle in the City, the passenger seating capacity of which has not been approved by the City Manager.
- (b) No sightseeing motor vehicle shall carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry external writings or signs in a manner to be approved by the City Manager which identifies each vehicle and the franchise holder.

B. Fleet size limitations and vehicle permit tag issuance.

- (1) The Grantee shall operate no more than ~~two~~ ⁽²⁾ three (3) vehicles upon the public streets of the City at one (1) time.
- (2) Upon the effective date of this Agreement, the City shall issue to a Grantee three (3) sightseeing motor vehicle permit tags. The sightseeing motor vehicle permit tags shall be in form and substance approved by the City Manager and shall be issued without charge. All original sightseeing motor vehicle permits shall be valid for the entire term of this franchise agreement.
- (3) Each sightseeing motor vehicle being operated on the public streets of the City shall conspicuously display a sightseeing motor vehicle permit tag on the rear of the vehicle or on the rear of the last trailer of the vehicle. The City will provide an annual tags or stickers to Grantee.
- (4) It shall be unlawful for a Grantee to operate upon the public streets of the City, at any one time, more sightseeing motor vehicles than are authorized by the Grantee's franchise agreement, the City Code, and the City Commission. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle permit tag as required herein.

C. Approval of Fares; Posting of fares; prohibition of street solicitation.

- (1) The Grantee may charge such maximum rates of fare for passengers using the Grantee's services as are set forth in the attached Exhibit 2 1. Such rates may be increased at the discretion of the Grantee no more than one (1) time per year. Said increase in fare shall be approved by the City Manager, which approval shall not be unreasonably withheld.

- (2) Rates of fare charged to passengers by Grantees for sightseeing tours shall be publicly displayed on each sightseeing motor vehicle where it may be plainly seen by the public and shall also be clearly displayed at any off-street parking area or depot used by a Grantee.
- (3) Street solicitation by Grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business, and oral communication made from a motor vehicle to passersby on the streets.

D. Public stations or pick up/drop off points.

- (1) It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place on municipal property within the City other than at the public stations or pick up/drop off points designated herein in Exhibit 3 2. This restriction shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on privately owned property, with the written permission of the property owner.
- (2) The Grantee may request a change in public stations ~~in writing~~ through the City Manager's office with thirty (30) days written notification. Such request shall be evaluated and accepted or approved by the City Manager.

E. Compliance with safety standards.

All sightseeing motor vehicles operated and maintained by Grantee shall, at all times, meet the safety standards and requirements established by the State of Florida and the City as may be enacted from time to time. The city shall have the right to inspect each sightseeing motor vehicle on an annual basis, or at any time for cause.

F. Driver qualifications.

All sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida CDL license and shall have met all of the requirements of the Code. It shall be the Grantee's sole responsibility to assure that all drivers are in fit condition, properly licensed, that all drivers and other employees are properly performing their duties in a safe and courteous manner.

G. City approval of routes.

The Grantee's regular tour routes are set forth in Exhibit 3, and are hereby approved. Any permanent modification of the proposed routes shall be subject to

the City Commissions approval. Routes for special tours and charters require approval by the City Manager. Requests for special tour and charter routes shall be made on an individual basis and shall be submitted in writing on reasonable prior notice. If such request for route approval is not acted upon within five (5) business days of such request, the same shall be deemed approved.

6. Insurance.

- (A) The City Commission may, on an annual basis, determine the amount of insurance coverage to be required of a Grantee. It shall be unlawful for a Grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the City until Grantee shall have first procured and filed with the City Finance Director, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the City Finance Director, Grantee shall produce adequate proof that Grantee is in compliance with all insurance requirements of this section.
- ~~—(B) The policy required by this section shall be in the form of a separate policy for each vehicle or shall be in the form of a fleet policy covering all vehicles operated by such Grantee (or Grantee's affiliates). In either event, such policy or policies shall provide insurance on each vehicle in the amounts of not less than one million dollars (\$1,000,000.00) for one (1) person injured or killed, and one million dollars (\$1,000,000.00) for all property damaged or destroyed in any one (1) accident, and not less than four million dollars (\$4,000,000.00) for more than one (1) person injured or killed in any one (1) accident.~~
- ~~—(C) Such policy or policies shall cover:~~
- ~~(1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of sightseeing motor vehicles operated by the Grantee.~~
- ~~(2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by Grantee's ownership, maintenance, operation or use of such sightseeing motor vehicles. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the City Finance Director at least fifteen (15) days prior to the date of such alteration, modification or cancellation.~~

~~—(D) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the insured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the City Manager as to sufficiency and the City Attorney as to form. Such approval of sufficiency and form shall not be unreasonably withheld.~~

(B) Certificate of Insurance – (Exhibit 4)

The City shall be furnished proof of insurance coverage as follows: -

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to Grantee at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City, naming the City as additional insured, contain a Waiver of Subrogation in favor of the City, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the City, Grantee shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Grantee obligations to fulfill the requirements of this Section.

(C) Workers' Compensation Insurance

Grantee shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. Grantee may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, Grantee shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected.

(D) Liability Insurance

Grantee shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City

from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, fleet operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

(E) Indemnification. The parties recognize that Grantee is an independent contractor. Grantee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Grantee, its officers, employees, agents, and representatives. Grantee's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Grantee against the City, and Grantee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Franchise fee.

- (A) The franchise fee paid by Grantee to the City shall be one thousand one hundred dollars (\$1,0100.00). After the 2nd anniversary of the effective date of this

Agreement, and each year thereafter, the City ~~may~~ shall increase the franchise fee by up to three percent (3 %) annually.

- (B) ~~The annual franchise fee shall be payable in quarterly installments of two hundred fifty dollars (\$250.00) each, in advance, on the first day of (June, September, December, March) of each year, commencing June 6, 2007, and continuing thereafter during the term of any franchise term of this Grantee. The franchise fee shall be payable at the commencement of the Franchise Agreement, and on the anniversary date of the agreement thereafter.~~
- (C) After the first franchise term, the City may elect to collect a percentage of gross revenue from the Grantee. The percentage of gross revenue shall be in addition to the franchise fee set in paragraph 7(A) above. The percentage for gross revenue shall be two percent (2%) the first year it is imposed, and may be adjusted by the City on an annual basis, but shall be capped at five percent (5%) maximum per year. The term "gross revenues" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the Grantee from sales of passenger tickets, less any sales tax, admission tax and cost to Grantee for admission tickets to other attractions, if any.
- (D) In order that the City may determine the proper amount of the franchise fee each year, the city shall furnish to Grantee the forms and guidelines for a system of accounting records, which forms Grantee shall maintain and make available to the City at all times. Grantee shall file with the City, on the due date of each installment, a report on the form provided by the City showing yearly gross sales to the date of filing.

8. City's audit rights.

The City shall, in addition to the accounting system as provided above, have access at all reasonable hours to all of Grantee's accounting, financial, statistical customer, and service records relating to the operation of Grantee's sightseeing motor vehicles and to such other records as may be required by the City, together with such other information as the City may request in support of the administration of this Agreement. The City may conduct an annual audit of any Grantee's records for the purpose of determining the accuracy of the Grantee's financial records. The nature and extent of the audit shall be determined by the City Manager in his discretion.

9. Performance bond.

Prior to operation pursuant to this Agreement, the Grantee shall furnish, at Grantee's expense, a bond to the City in the form of cash or surety bond conditioned to guarantee the payment of all sums which may become due to the City. The original amount of the bond shall be ~~ten~~ two thousand five hundred dollars (\$~~102,500.00~~). Thereafter, sixty (60) days prior to the anniversary date of

the effective date of any franchise agreement, the City Commission may increase or decrease the amount of the bond based upon the amount of the franchise fee paid to the City by Grantee for the previous year. Any new bond required because of the change in such amount shall be filed with the City Finance Director by Grantee within ten (10) days from notification by the city finance director of said change in amount.

10. Insurance and bonding companies.

All insurance policies and surety bonds which are required of the Grantee shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the City Attorney. Such approval shall not be unreasonably denied. Bonds and current certification of all insurance coverage shall be on file at all times with the City Finance Director. Any renewal certificates of insurance policies shall be filed with the city finance director at least ten (10) days prior to the expiration date of the original policy or policies.

11. Grantees subject to City's police power.

A Grantee shall, at all times during the life of this Agreement be subject to all lawful exercise of the police power of the City. The City and Grantee may agree to such other reasonable regulations as the City shall hereafter by ordinance provide.

12. Termination of franchise rights "for cause"; restriction on transfer.

(A) In the event a Grantee, his successors or assigns:

- (1) Violates or fails to promptly perform all of the provisions of sections 86-180 to 86-198 in the City's Code of Ordinances; or
- (2) Violates or fails to promptly perform all of the provisions of this Agreement, including but not limited to the failure to pay required fees, or provide required insurance; or
- (3) Is found to be in substantial violation by the City Commission; or .
- (4) Voluntarily or involuntarily becomes bankrupt; or
- (5) Voluntarily or involuntarily has a receiver appointed; or
- (6) Has its assets sold at sheriff's sale or any other judicial sale; or
- (7) Involuntarily assigns, transfers, or encumbers any rights or privileges contained in this Agreement; or

- (8) Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the City Commission; or
- (9) Knowingly files false financial statements with the City; or
- (10) Willfully fails to file the required financial information with the City;

If Grantee, its successors or assigns, after notice, fails to cure such action/inaction, the rights, permits and privileges granted to Grantee, or its successors or assigns by this Agreement, may be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and this Agreement may be forfeited, terminated and cancelled for any other reason authorized by the laws of the State of Florida, or provision of this Agreement.

- (B) In the event of the proposed sale or transfer of twenty-five (25) percent or more of the outstanding stock or assets of Grantee, the Grantee shall furnish prior written notice of such sale or transfer to the City of the names and addresses of the persons or entities offering to acquire such stock or assets. A public hearing shall be held within thirty (30) days of receipt of such written notice, at which time the City Commission shall hold a public hearing to determine whether or not to approve the sale or transfer. Such approval shall not be unreasonably withheld. Such proposed transfer shall not be effective without City Commission approval which shall not be unreasonably withheld.

13. Performance evaluation.

- (A) From time to time during the term of this Agreement the City Manager may evaluate the Grantee's performance based upon the following categories:
 - (1) Compliance with the terms and conditions of this article and this Agreement;
 - (2) Responsiveness to customer complaints;
 - (3) Safety;
 - (4) Cleanliness, condition and appearance of sightseeing motor vehicles.
- (B) After each such evaluation, an evaluation report specifically addressing each area of concern shall be provided to the Grantee. Unless Grantee objects to the items contained in the evaluation, within five (5) days of receipt of the report, the Grantee shall take immediate action to address any issues raised in the report. If necessary, the City may conduct a follow-up review to assure that the Grantee is adequately serving the public and complying with the report.

14. Accessibility.

Each Grantee hereunder shall comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991.

15. Penalties for violation.

Any violation of the provisions of this Agreement shall be punishable as provided in section 1-12 of this Code, to the extent applicable. Each day any violation shall continue shall constitute a separate offense. Any person who violates any provision of this Code for which another penalty is not specifically provided shall, upon conviction, be subject to a fine not exceeding \$500 or by imprisonment for a period not exceeding sixty (60) days, or both.

16. Effective date of franchise agreement.

This Agreement shall become effective on the date of approval by the City Commission.

17. Miscellaneous.

- (A) All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
Attn: City Manager

With a copy to the City Attorney at the same address.

For the Grantee:

Amelia Island Trolleys and Transportation, LLC
David and Ellen Edwards
1267 Gerbing Road
Amelia Island, Fla. 32034

- (B) Venue for any and all state causes of action relating to this Agreement shall be the Circuit Court for the Fourth Judicial Circuit in Nassau County, Florida. Venue for any federal causes of action shall be the United States District Court, Middle District of Florida, Jacksonville Division. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

This 18th day of February, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Dale L. Martin
City Manager

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

ROQUE ISLAND CAPITAL, LLC

AS FRANCHISEE

(Print Name)

(Print Title)

WITNESS: _____ (Signature)
_____ (Print Name)

WITNESS: _____ (Signature)
_____ (Print Name)

EXHIBIT 1
TROLLEY FRANCHISE
FARES

Historic Tour.....\$16.00
Fort Clinch Tour (includes admission to the Fort)..... \$20.00

EXHIBIT 2
AUTHORIZED TROLLEY
PICK-UP AND DROP-OFF POINTS

Brett's Parking Lot

Main Beach

Seaside Park

Fort Clinch

Museum

City of Fernandina Beach Golf Course

Island Walk Shopping Center (Publix)

EXHIBIT 3
AUTHORIZED TROLLEY ROUTE

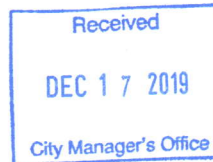
EXHIBIT 4
INSURANCE CERTIFICATE

Memorandum from the desk of:

Ernie Saltmarsh

Cell: 904.545.3017

E-Mail: erniesaltmarsh@gmail.com



To: Ms. Tammi E. Bach | City Attorney

From: Ernie Saltmarsh

Date: December 13th, 2019

RE: Amelia Island Transportation & Trolley

Hi Tammi,

Hope all is well with you and your family. Just a quick note to tell you that I intend to sell the Trolley company to a group called Roque Island Capital, LLC, who are represented by a gentleman by the name of Stephen Williams. I wanted you to be aware of my intent and to give you the heads up, as he will likely be reaching out to you. I'm not sure of your protocol, but I'm assuming a new Franchise Agreement will need to be drafted and possibly a discussion held at the next Council meeting? If you need anything from me, I can be reached at 904-545-3017 or at erniesaltmarsh@gmail.com.

Best regards,

A handwritten signature in blue ink, appearing to be "Ernie Saltmarsh".

Ernie Saltmarsh

+1 904 545 3017

erniesaltmarsh@gmail.com

ORDINANCE 2010-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH WILLIE FOREHAND, D/B/A/ AMELIA ISLAND TRANSPORTATION COMPANY AND GRANTING THE FRANCHISE TO AMELIA ISLAND TROLLEYS AND TRANSPORTATION, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR EXECUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Code to provide for a Franchise Agreement for the operation of trolleys; and

WHEREAS, the City has had a request for a Franchise Agreement, to be issued in accordance with the terms of the City's Code; and

WHEREAS, the City Commission approved Ordinance 2007-16 on second reading at their Regular Meeting on June 5, 2007, authorizing a Franchise Agreement with Willie Forehand, d/b/a Amelia Island Transportation Company, for the operation of a trolley service; and

WHEREAS, Mr. Forehand notified the City that he has a proposed sale of his assets and would like to request that the Franchise Agreement be transferred to Amelia Island Trolleys and Transportation, LLC pursuant to Section 12(B) of the Franchise Agreement.

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

SECTION 1. The City having found that the public convenience and necessity will be served by approving the requested Agreement, as amended, and having given due consideration to the provisions of Ordinance 2007-15, Section 86-182(d), approves the transfer of the Non-Exclusive Franchise Agreement, as amended, attached hereto as Exhibit "A".

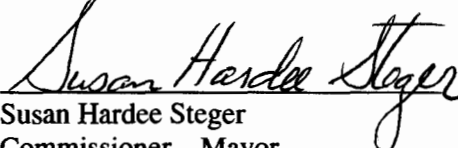
SECTION 2. The City Manager and City Clerk are hereby authorized to execute said Non-Exclusive Franchise Agreement, upon review and approval of the City Attorney.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

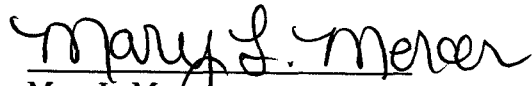
SECTION 4. EFFECTIVE DATE: This Ordinance shall be deemed to be effective after its passage and approval upon second and final reading.

ADOPTED this 3rd day of August, 2010.

CITY OF FERNANDINA BEACH

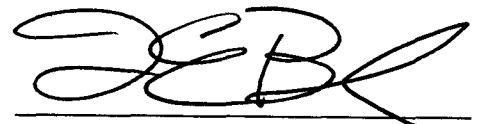

Susan Hardee Steger
Commissioner - Mayor

ATTEST:



Mary L. Mercer
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

EXHIBIT A

NON-EXCLUSIVE FRANCHISE AGREEMENT

This Franchise Agreement ("the Agreement") is entered into this 3rd day of August, 2010, by and between the City of Fernandina Beach, a municipal corporation organized and existing under the laws of Florida, and Amelia Island Trolleys and Transportation, LLC, ("the Grantee") 1267 Gerbing Road, Fernandina Beach, Fla. 32035.

Whereas, the City of Fernandina Beach has the ability to permit use of its streets for commercial purposes on a non-exclusive basis, based on the terms and conditions set forth in City Code Chapter 86, Article V; and

Whereas, the City has received an application to operate a trolley to provide sightseeing and transportation to residents and visitors to the City, and believes that the issuance of a Franchise Agreement is in the best interests of the City.

1. Definitions.

For the purpose of this Agreement, the following terms, words, and derivations shall have the meaning given in section 86.180 of the City Code. The word "shall" is always mandatory and not merely directory.

2. Grant of Franchise

Pursuant to City Code Chapter 86, Article V, Amelia Island Trolleys and Transportation, LLC, is hereby granted a non-exclusive franchise for the operation of a sightseeing motor vehicle while carrying passengers within the City limits of the city of Fernandina Beach.

3. Franchise Term

The Franchise Term shall be for five (5) years, which shall be renewable every five (5) years up to a total of twenty (20) years.

4. Findings in Support of Franchise Agreement.

(A) The city commission, at a duly noticed public hearing, has heard from the public and entered findings based upon the requirements of City Code Section 86-180 through 86-198. Based on those findings, the City Commission grants the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property as designated herein by the city commission in said city, for the term set forth herein.

5. Specifics of Non-Exclusive Franchise

A. Seating capacity and appearance approvals.

(1). Approved Vehicles.

- (a) It shall be unlawful for a Grantee to operate any sightseeing motor vehicle, in the City, the appearance and design of which has not been approved by the City Commission of the City. It shall also be unlawful for a Grantee to operate any sightseeing motor vehicle in the City, the passenger seating capacity of which has not been approved by the City Manager.
- (b) No sightseeing motor vehicle shall carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry external writings or signs in a manner to be approved by the City Manager which identifies each vehicle and the franchise holder.

B. Fleet size limitations and vehicle permit tag issuance.

- (1) The Grantee shall operate no more than ~~two (2)~~ three (3) vehicles upon the public streets of the City at one (1) time.
- (2) Upon the effective date of this Agreement, the City shall issue to a Grantee three (3) sightseeing motor vehicle permit tags. The sightseeing motor vehicle permit tags shall be in form and substance approved by the City Manager and shall be issued without charge. All original sightseeing motor vehicle permits shall be valid for the entire term of this franchise agreement.
- (3) Each sightseeing motor vehicle being operated on the public streets of the City shall conspicuously display a sightseeing motor vehicle permit tag on the rear of the vehicle or on the rear of the last trailer of the vehicle. The City will provide an annual tags or stickers to Grantee.
- (4) It shall be unlawful for a Grantee to operate upon the public streets of the City, at any one time, more sightseeing motor vehicles than are authorized by the Grantee's franchise agreement, the City Code, and the City Commission. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle permit tag as required herein.

C. Approval of Fares; Posting of fares; prohibition of street solicitation.

- (1) The Grantee may charge such maximum rates of fare for passengers using the Grantee's services as are set forth in the attached Exhibit 2 1. Such rates may be increased at the discretion of the Grantee no more than one (1) time per year. Said increase in fare shall be approved by the City Manager, which approval shall not be unreasonably withheld.
- (2) Rates of fare charged to passengers by Grantees for sightseeing tours shall be publicly displayed on each sightseeing motor vehicle where it may be plainly seen by the public, and shall also be clearly displayed at any off-street parking area or depot used by a Grantee.
- (3) Street solicitation by Grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business, and oral communication made from a motor vehicle to passersby on the streets.

D. Public stations or pick up/drop off points.

- (1) It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place on municipal property within the City other than at the public stations or pick up/drop off points designated herein in Exhibit 3 2. This restriction shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on privately owned property, with the written permission of the property owner.
- (2) The Grantee may request a change in public stations ~~in writing~~ through the City Manager's office with thirty (30) days written notification. Such request shall be evaluated and accepted or approved by the City Manager.

E. Compliance with safety standards.

All sightseeing motor vehicles operated and maintained by Grantee shall, at all times, meet the safety standards and requirements established by the State of Florida and the City as may be enacted from time to time. The city shall have the right to inspect each sightseeing motor vehicle on an annual basis, or at any time for cause.

F. Driver qualifications.

All sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida CDL license and shall have met all of the requirements of

the Code. It shall be the Grantee's sole responsibility to assure that all drivers are in fit condition, properly licensed, that all drivers and other employees are properly performing their duties in a safe and courteous manner.

G. City approval of routes.

The Grantee's regular tour routes are set forth in Exhibit 3, and are hereby approved. Any permanent modification of the proposed routes shall be subject to the City Commissions approval. Routes for special tours and charters require approval by the City Manager. Requests for special tour and charter routes shall be made on an individual basis and shall be submitted in writing on reasonable prior notice. If such request for route approval is not acted upon within five (5) business days of such request, the same shall be deemed approved.

6. Insurance.

(A) The City Commission may, on an annual basis, determine the amount of insurance coverage to be required of a Grantee. It shall be unlawful for a Grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the City until Grantee shall have first procured and filed with the City ~~Finance Director~~, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the City ~~Finance Director~~, Grantee shall produce adequate proof that Grantee is in compliance with all insurance requirements of this section.

~~—(B) The policy required by this section shall be in the form of a separate policy for each vehicle or shall be in the form of a fleet policy covering all vehicles operated by such Grantee (or Grantee's affiliates). In either event, such policy or policies shall provide insurance on each vehicle in the amounts of not less than one million dollars (\$1,000,000.00) for one (1) person injured or killed, and one million dollars (\$1,000,000.00) for all property damaged or destroyed in any one (1) accident, and not less than four million dollars (\$4,000,000.00) for more than one (1) person injured or killed in any one (1) accident.~~

~~—(C) Such policy or policies shall cover:~~

~~(1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of sightseeing motor vehicles operated by the Grantee.~~

~~(2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by Grantee's ownership, maintenance, operation or use of such sightseeing motor vehicles. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the City Finance Director at least fifteen (15) days prior to the date of such alteration, modification or cancellation.~~

~~(D) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the insured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the City Manager as to sufficiency and the City Attorney as to form. Such approval of sufficiency and form shall not be unreasonably withheld.~~

(B) Certificate of Insurance -- (Exhibit #4)

The City shall be furnished proof of insurance coverage as follows: -

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to Grantee at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City, naming the City as additional insured, contain a Waiver of Subrogation in favor of the City, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the City, Grantee shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Grantee obligations to fulfill the requirements of this Section.

(C) Workers' Compensation Insurance

Grantee shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. Grantee may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City in writing. Such insurance or waiver shall comply with the Florida Workers'

Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, Grantee shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected.

(D) Liability Insurance

Grantee shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

• Commercial General Liability:

☐ Minimum Coverage is \$1,000,000 per occurrence
☐ Coverage shall include premises, fleet operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

☐ If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverage.

• Commercial Automobile Liability:

☐ Minimum Coverage is \$1,000,000 per occurrence
☐ Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

(E) Indemnification. The parties recognize that Grantee is an independent contractor. Grantee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Grantee, its officers, employees, agents, and representatives. Grantee's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Grantee against the City, and Grantee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing

indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Franchise fee.

- (A) The franchise fee paid by Grantee to the City shall be one thousand one hundred dollars (\$1,0100.00). After the 2nd anniversary of the effective date of this Agreement, and each year thereafter, the City ~~may~~ shall increase the franchise fee by up to three percent (3 %) annually.
- (B) ~~The annual franchise fee shall be payable in quarterly installments of two hundred fifty dollars (\$250.00) each, in advance, on the first day of (June, September, December, March) of each year, commencing June 6, 2007, and continuing thereafter during the term of any franchise term of this Grantee. The franchise fee shall be payable at the commencement of the Franchise Agreement, and on the anniversary date of the agreement thereafter.~~
- (C) After the first franchise term, the City may elect to collect a percentage of gross revenue from the Grantee. The percentage of gross revenue shall be in addition to the franchise fee set in paragraph 7(A) above. The percentage for gross revenue shall be two percent (2%) the first year it is imposed, and may be adjusted by the City on an annual basis, but shall be capped at five percent (5%) maximum per year. The term "gross revenues" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the Grantee from sales of passenger tickets, less any sales tax, admission tax and cost to Grantee for admission tickets to other attractions, if any.
- (D) In order that the City may determine the proper amount of the franchise fee each year, the city shall furnish to Grantee the forms and guidelines for a system of accounting records, which forms Grantee shall maintain and make available to the City at all times. Grantee shall file with the City, on the due date of each installment, a report on the form provided by the City showing yearly gross sales to the date of filing.

8. City's audit rights.

The City shall, in addition to the accounting system as provided above, have access at all reasonable hours to all of Grantee's accounting, financial, statistical customer, and service records relating to the operation of Grantee's sightseeing motor vehicles and to such other records as may be required by the City, together with such other information as the City may request in support of the administration of this Agreement. The City may conduct an annual audit of any Grantee's records for the purpose of determining the accuracy of the Grantee's financial records. The nature and extent of the audit shall be determined by the City Manager in his discretion.

9. Performance bond.

Prior to operation pursuant to this Agreement, the Grantee shall furnish, at Grantee's expense, a bond to the City in the form of cash or surety bond conditioned to guarantee the payment of all sums which may become due to the City. The original amount of the bond shall be ~~ten~~ five thousand dollars (\$~~105,000.00~~). Thereafter, sixty (60) days prior to the anniversary date of the effective date of any franchise agreement, the City Commission may increase or decrease the amount of the bond based upon the amount of the franchise fee paid to the City by Grantee for the previous year. Any new bond required because of the change in such amount shall be filed with the City Finance Director by Grantee within ten (10) days from notification by the city finance director of said change in amount.

10. Insurance and bonding companies.

All insurance policies and surety bonds which are required of the Grantee shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the City Attorney. Such approval shall not be unreasonably denied. Bonds and current certification of all insurance coverage shall be on file at all times with the City Finance Director. Any renewal certificates of insurance policies shall be filed with the city finance director at least ten (10) days prior to the expiration date of the original policy or policies.

11. Grantees subject to City's police power.

A Grantee shall, at all times during the life of this Agreement be subject to all lawful exercise of the police power of the City. The City and Grantee may agree to such other reasonable regulations as the City shall hereafter by ordinance provide.

12. Termination of franchise rights "for cause"; restriction on transfer.

(A) In the event a Grantee, his successors or assigns:

- (1) Violates or fails to promptly perform all of the provisions of sections 86-180 to 86-198 in the City's Code of Ordinances; or
- (2) Violates or fails to promptly perform all of the provisions of this Agreement, including but not limited to the failure to pay required fees, or provide required insurance; or
- (3) Is found to be in substantial violation by the City Commission; or .

- (4) Voluntarily or involuntarily becomes bankrupt; or
- (5) Voluntarily or involuntarily has a receiver appointed; or
- (6) Has its assets sold at sheriff's sale or any other judicial sale; or
- (7) Involuntarily assigns, transfers, or encumbers any rights or privileges contained in this Agreement; or
- (8) Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the City Commission; or
- (9) Knowingly files false financial statements with the City; or
- (10) Willfully fails to file the required financial information with the City;

If Grantee, its successors or assigns, after notice, fails to cure such action/inaction, the rights, permits and privileges granted to Grantee, or its successors or assigns by this Agreement, may be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and this Agreement may be forfeited, terminated and cancelled for any other reason authorized by the laws of the State of Florida, or provision of this Agreement.

- (B) In the event of the proposed sale or transfer of twenty-five (25) percent or more of the outstanding stock or assets of Grantee, the Grantee shall furnish prior written notice of such sale or transfer to the City of the names and addresses of the persons or entities offering to acquire such stock or assets. A public hearing shall be held within thirty (30) days of receipt of such written notice, at which time the City Commission shall hold a public hearing to determine whether or not to approve the sale or transfer. Such approval shall not be unreasonably withheld. Such proposed transfer shall not be effective without City Commission approval which shall not be unreasonably withheld.

12. Performance evaluation.

- (A) From time to time during the term of this Agreement the City Manager may evaluate the Grantee's performance based upon the following categories:
 - (1) Compliance with the terms and conditions of this article and this Agreement;
 - (2) Responsiveness to customer complaints;
 - (3) Safety;

(4) Cleanliness, condition and appearance of sightseeing motor vehicles.

- (B) After each such evaluation, an evaluation report specifically addressing each area of concern shall be provided to the Grantee. Unless Grantee objects to the items contained in the evaluation, within five (5) days of receipt of the report, the Grantee shall take immediate action to address any issues raised in the report. If necessary, the City may conduct a follow-up review to assure that the Grantee is adequately serving the public and complying with the report.

13. Accessibility.

Each Grantee hereunder shall comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991.

14. Penalties for violation.

Any violation of the provisions of this Agreement shall be punishable as provided in section 1-12 of this Code, to the extent applicable. Each day any violation shall continue shall constitute a separate offense. Any person who violates any provision of this Code for which another penalty is not specifically provided shall, upon conviction, be subject to a fine not exceeding \$500 or by imprisonment for a period not exceeding sixty (60) days, or both.

15. Effective date of franchise agreement.

This Agreement shall become effective on the date of approval by the City Commission.

1. MISCELLANEOUS

- (A) All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32032
Attn: City Manager

With a copy to the City Attorney at the same address.

For the Grantee:

Amelia Island Trolleys and Transportation, LLC

AS FRANCHISEE

BY: Dan W. Ch... (Signature)  ←

Its: President (Insert Title)

WITNESS: Lori Connor (signature)
Lori Connor (print name)

WITNESS: Linda Collins (signature)
Linda Collins (print name)

David and Ellen Edwards
1267 Gerbing Road
Amelia Island, Fla. 32034

(B) Venue for any and all state causes of action relating to this Agreement shall be the Circuit Court for the Fourth Judicial Circuit in Nassau County, Florida. Venue for any federal causes of action shall be the United States District Court, Middle District of Florida, Jacksonville Division. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

This 3rd day of August, 2010.

ATTEST:

CITY OF FERNANDINA BEACH

Mary L. Mercer
Mary L. Mercer
City Clerk

Michael J. Czymbor
Michael J. Czymbor
City Manager

APPROVED AS TO FORM:

Tammi Bach
Tammi Bach
City Attorney

AS FRANCHISEE

BY: _____ (Signature)
_____ (Print Name)

Its: _____ (Insert Title)

WITNESS: _____ (signature)
_____ (print name)

WITNESS: _____ (signature)
_____ (print name)

See Page
10 For
Signatures

Ex. 1 + 2
Franchise for
AI Trolleys

EXHIBIT 1 —

TROLLEY FRANCHISE
FARES

Historic Tour.....\$16.00

Fort Clinch Tour (includes admission to the Fort)..... \$20.00

EXHIBIT 2 —

Ex. 2-A attached

AUTHORIZED TROLLEY
PICK UP AND DROP OFF POINTS

Brett's Parking Lot

Main Beach

Seaside Park

Fort Clinch

Museum

City's Golf Course

Grocery Store – Mr. Edwards to provide letter from Owner - see attached

EXHIBIT 3 - attached

AUTHORIZED TROLLEY ROUTE

Ex. 3-A - attached
Ghost Tour Route

Island Walk Assocs. LLC

Real Estate Investment

Ex. '2-A' to
Franchise Agr.
for AI Trolleys

MEMO

TO: City of Fernandina Beach and all other interested parties

FROM: Newton Williams,
Director of Property Management

CC: Michael Friedman, Principal, Island Walk Associates, LLC

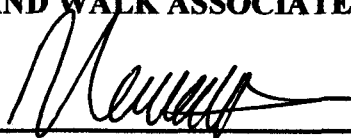
DATE: June 28, 2010

REF: Authorization to use parking lot

This document shall serve as authorization for Amelia Island Trolleys A.K.A Polley the Trolley of Fernandina Beach, FL to use a designated portion of the parking lot of Island Walk Shopping Center as a trolley stop. The shopping center management has full discretion as to where on the property this trolley stop will be located.

If you should have, any questions please feel free to contact me directly at 305-386-6359.
Thank you.

ISLAND WALK ASSOCIATES, LLC

BY: 

Newton Williams, Authorized Agent

Amelia Island Trolleys

Ex.'3' to
Franchise Agn
for AI Trolleys

**Tours of Historic Fernandina Beach depart from the
Fernandina Beach Marina Parking Lot @ the foot of Centre St.**

at 11:00 AM Monday thru Saturday

HISTORIC ROUTE

Centre Street

To

Main Beach

To

Poogie Plant

To

Boat Ramp

To

Old Towne

To

Centre Street

Amelia Island Trolleys

Ex. 3-A to
Franchise Agr.
for AI Trolleys

**Ghost Tours depart from the
Fernandina Beach Marina Parking Lot @ the foot of Centre St.
at 8:00 PM Thursday, Friday, Saturday & Sunday**

GHOST TOUR ROUTE

Centre Street

To

Florida House

To

Museum

To

Ash Street

To

Bosque Bella Cemetary

To

Old Towne

To

Centre Street



CERTIFICATE OF LIABILITY INSURANCE

Ex. 4 to Franchise
Ag. for AI Trolleys

DATE (MM/DD/YYYY)

6/3/2010

PRODUCER Phone: 800-407-4077 Fax: 321-752-7980
Euclid Insurance Agencies, LLC
4450 W Eau Gallie Blvd., #164
Melbourne FL 32934

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
David Edwards DBA Amelia Island Trolleys
& Transportation LLC
1267 Gerbing Rd
Fernandina Beach FL 32034

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Delos Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	DBP21714-00	5/28/2010	5/28/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	D5P11714-00	5/28/2010	5/28/2011	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured with respect to the operations of the named insured only.
1980 DODGE 440 TROLL MS0DA9T519927
1988 FORD 460 TROLL 17N540129JWD02720

CERTIFICATE HOLDER

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Philip M. Hove

AMELIA ISLAND TRANSPORTATION

PO BOX 15901

FERNANDINA BEACH FL 32035



MAY, 25 2010

To Whom It May Concern:

I have a proposed sale of my assets and would like to request that the Franchise agreement be transferred to

Amelia Island Trolleys and Transportation LLC

1267 Gerbing Rd.

Amelia Island GA 32034

David Edwards @
bellson.net

I am requesting the City Commission approve this sale and transfer.

Sincerely,

A large, stylized handwritten signature in cursive script, appearing to read "William W. Forehand, Jr.".

William W. Forehand, Jr.

Cc: City Attorney

LEGAL NOTICES

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH
NOTICE IS HEREBY GIVEN
that a Public Hearing is sched-
uled for Tuesday, August 3, 2010
at 6:00 PM in the City Com-
mission Chambers, 204 Ash
Street, Fernandina Beach,
Florida to consider the follow-
ing application:

ORDINANCE 2010-21
AN ORDINANCE OF THE CITY
COMMISSION OF THE CITY OF
FERNANDINA BEACH AUTHO-
RIZING THE TRANSFER OF THE
NON-EXCLUSIVE FRANCHISE
AGREEMENT WITH WILLIE FOR-
HAND D/B/A/ AMELIA ISLAND
TRANSPORTATION COMPANY
AND GRANTING THE FRAN-
CHISE TO AMELIA ISLAND TROL-
LEYS AND TRANSPORTATION,
LLC FOR THE OPERATION OF A
TROLLEY SERVICE; PROVIDING
FOR EXECUTION; PROVIDING
FOR SEVERABILITY; AND PRO-
VIDING FOR AN EFFECTIVE
DATE.

Interested parties may
appear at said hearing and
be heard as to the advisabil-
ity of any action, which may
be considered. Any persons
with disabilities requiring ac-
commodations in order to par-
ticipate in this program or
activity should contact 277-
7305, TTY 277-7399, (TTY number
for all City offices) or through
the Florida Relay Service at 1-
800-955-8771 at least 24 hours
in advance to request such
accommodation.

IF ANY PERSON DECIDES TO
APPEAL ANY DECISION MADE
BY THE BOARD/COMMISSION
WITH RESPECT TO ANY MATTER
CONSIDERED AT SUCH HEAR-
ING, S/HE WILL NEED TO
ENSURE THAT A VERBATIM
RECORD OF THE PROCEED-
INGS IS MADE, WHICH RECORD
INCLUDES THE TESTIMONY AND
EVIDENCE UPON WHICH THE
APPEAL IS TO BE BASED.

Copies of the applications
may be inspected in the office
of the City Clerk, City Hall, 204
Ash Street, between the hours
of 8:00 AM - 5:00 PM, Monday
through Friday. For information
on the application, please
contact the Staff of the City
Clerk's Office at 277-7305.
11-07-21-2010
9034

NEWS LEADER

AMELIA ISLAND • FERNANDINA BEACH • NASSAU COUNTY

Published Weekly

511 Ash Street/P.O. Box 766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32034

NOTICE OF PUBLIC HEARING CITY COMMISSION

CITY OF FERNANDINA BEACH
NOTICE IS HEREBY GIVEN

that a Public Hearing is scheduled for Tuesday, August 3, 2010 at 6:00 PM in the City Commission Chambers, 204 Ash Street, Fernandina Beach, Florida to consider the following application:

17 ORDINANCE 2010-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH WILLIE FOREHAND, D/B/A/ AMELIA ISLAND TRANSPORTATION COMPANY AND GRANTING THE FRANCHISE TO AMELIA ISLAND TROLLEYS AND TRANSPORTATION, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR EXECUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 277-7305, TTY 277-7399, (TTY number for all City offices) or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Copies of the applications may be inspected in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 277-7306.

11 07-21-2010
9034

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared

Foy R. Maloy, Jr.

Who on oath says that he is the Publisher of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

NOTICE OF PUBLIC HEARING
City Commission
8/03/2010

Was published in said newspaper in the issues of

07/21/2010

Ref. # 9034

Affiant further says that the said Fernandina Beach News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and Affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

[Signature]

Sworn to and subscribed before me
This 21st day of July, A.D. 2010.

[Signature]
Robert O. Fiege, Notary Public

[Signature] Personally Known



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return To List	Entity Name Search		
No Events	No Name History	Submit			
Detail by Entity Name					
<u>Florida Limited Liability Company</u>					
AMELIA ISLAND TROLLEYS & TRANSPORTATION, LLC					
<u>Filing Information</u>					
Document Number L10000057406					
FE/EIN Number NONE					
Date Filed 05/27/2010					
State FL					
Status ACTIVE					
<u>Principal Address</u>					
1267 GERBING RD. AMELIA ISLAND FL 32034					
<u>Mailing Address</u>					
1267 GERBING RD. AMELIA ISLAND FL 32034					
<u>Registered Agent Name & Address</u>					
MOSS, JR., RODGER D ESQ. 315 E. ROBINESON STREET, STE. 600 C/O ZIMMERMAN, KISER & SUTCLIFFE, P.A. ORLANDO FL 32801 US					
<u>Manager/Member Detail</u>					
Name & Address					
NONE					
<u>Annual Reports</u>					
No Annual Reports Filed					
<u>Document Images</u>					
05/27/2010 -- Florida Limited Liability View image in PDF format					
Note: This is not official record. See documents if question or conflict.					
Previous on List	Next on List	Return To List	Entity Name Search		
No Events	No Name History	Submit			
Home Contact us Document Searches E-Filing Services Forms Help					
Copyright © and Privacy Policies State of Florida, Department of State					

MAY. 27. 2010 12:47PM

NO. 4946 P. 1

Division of Corporations

Page 1 of 1

L10000057406

Division of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H10000125388 3)))

RDM



H100001253883ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : ZIMMERMAN, KISER, & SUTCLIFFE, P.A.
Account Number : I19990000006
Phone : (407) 425-7010
Fax Number : (407) 425-2747

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: callenedwards@bellsouth.net

FILED
2010 MAY 27 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA LIMITED LIABILITY CO.
Amelia Island Trolleys & Transportation, LLC

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$125.00

C. LEWIS

MAY 28 2010

EXAMINER

RECEIVED

10 MAY 27 PM 12:59

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

MAY. 27. 2010 12:47PM

((H10000125388 3)))

NO. 4946 P. 2

FILED

2010 MAY 27 AM 8:21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION

OF

AMELIA ISLAND TROLLEYS & TRANSPORTATION, LLC

A Florida Limited Liability Company

ARTICLE I

NAME

The name of this limited liability company is AMELIA ISLAND TROLLEYS & TRANSPORTATION, LLC (the "*Company*").

ARTICLE II

MAILING AND STREET ADDRESS

The mailing and street address of the principal office of the Company is as follows:

1267 Gerbing Road
Amelia Island, Florida 32034

ARTICLE III

COMMENCEMENT OF COMPANY'S EXISTENCE

In accordance with Section 608.409(1), Florida Statutes, the Company's existence shall commence at the time and date on which these Articles of Organization are filed with the Florida Department of State.

ARTICLE IV

REGISTERED AGENT

The address of the initial Registered Office and the Registered Agent of the Company at such address are as follows:

Rodger D. Moss Jr., Esq.
c/o Zimmerman, Kiser & Sutcliffe, P.A.
315 E. Robinson Street, Suite 600
Orlando, Florida 32801

((H10000125388 3)))

MAY. 27. 2010 12:48PM

((H10000125388 3)))

NO. 4946 P. 3
FILED

2010 MAY 27 AM 8:21

**ARTICLE V
APPLICABLE LAW**

The Company is created pursuant to Chapter 608, Florida Statutes, and shall be governed by the laws of the State of Florida.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Rodger D. Moss Jr.
Authorized Representative of Members

ACCEPTANCE OF DESIGNATION

OF

REGISTERED AGENT

Pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned submits the following statement of acceptance of his designation as Registered Agent for the Company:

Having been named as Registered Agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent as provided for in Chapter 608 of the Florida Statutes.



Rodger D. Moss Jr.

((H10000125388 3)))



LOWCOUNTRY NATIONAL BANK
FIRST NATIONAL BANK OF NASSAU COUNTY
THE GEORGIA BANK
A Division of First National Bank of Nassau County

IRREVOCABLE LETTER OF CREDIT

FIRST NATIONAL BANK OF NASSAU COUNTY
A DIVISION OF CBC NATIONAL BANK
1891 SOUTH 14TH STREET
FERNANDINA BEACH, FL 32034

BENEFICIARY:

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

DATE: July 29, 2010

APPLICANT:

Amelia Island Trolleys &
Transportation, LLC
1267 Gerbing Road
Fernandina Beach, FL 32034

AMOUNT: USD \$2,500.00 DUE DATE July 29, 2011
Two Thousand Five Hundred Dollars and 50/100

Dear Sir:

We have established this irrevocable letter of credit in your favor for drawings up to U.S. \$ 2,500.00 effective this date July 29, 2010 and expiring at our office located at the address provided above as of the due date July 29, 2011.

We hereby undertake to promptly honor your sight draft(s) drawn on us which indicate our credit number 155 for all or any part of this credit if presented at (the lender address provided above) on or before the due date. It is understood by all parties that this credit number 155 represents any unpaid amounts due per section 7(A), 7(C), and/or 9 of attached exhibit A, Non-Exclusive Franchise Agreement.

We hereby engage with the bona fide holders of all drafts, drawings, and/or documents presented under and in compliance with the terms of the credit that they will be duly honored upon presentation and that drafts accepted within the terms of the credit will be duly honored at maturity. Any draft presented under this irrevocable letter of credit must be accompanied by a notarized statement signed by an official of the beneficiary which states that the applicant has defaulted under the terms of the Agreement any unpaid amounts due per section 7(A), 7(C), and/or 9 of attached exhibit A, Non-Exclusive Franchise Agreement or that the Letter of Credit will expire within thirty (30) days from the date of the sight draft and that Buyer has failed to deliver a substitute letter of credit satisfactory to Seller.

Should you have any occasion to communicate with us regarding this credit, kindly direct your communication to the above address (or to our telephone, cable, facsimile, or telex numbers provided below), making specific reference to our credit number 155. This Letter of Credit is subject to the Uniform Custom and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400. This Letter of Credit is subject to, and governed by the laws of the State of Florida.

Sincerely,

Dan Powell
Sr. Vice President





CITY COMMISSION AGENDA ITEM

SUBJECT: Ordinance 2010- 21
Authorizing the transfer of the Non-Exclusive Franchise Agreement with Willie Forehand d/b/a Amelia Island Transportation Company, Inc. and granting the Franchise to Amelia Island Trolleys and Transportation, LLC for the operation of a Trolley Service

DEPARTMENT: City Manager

ATTACHMENTS: ☒ Ordinance ☐ Resolution
☒ Support Documents ☐ Other

SUMMARY: The City Commission authorized a Franchise Agreement on June 5, 2007 with Willie Forehand d/b/a Amelia Island Transportation Company, Inc. to provide trolley service on a designated route in the City. Mr. Forehand notified the City that he has a proposed sale of his assets and is requesting that the Franchise Agreement be transferred to Amelia Island Trolleys and Transportation, LLC pursuant to Section 12(B) of the Franchise Agreement. Staff has met with the owner of Amelia Island Trolleys and Transportation, LLC who has been cooperative and all requested information has been provided or will be prior to final approval. Both parties have tentatively agreed to the proposed terms of the non-exclusive Franchise Agreement, pending City Commission review and approval.

The City Commission approved Ordinance 2010-21 on first reading at their July 6, 2010 Regular Meeting.

RECOMMENDED ACTION: Approve Ordinance 2010-21 on second reading

DEPARTMENT HEAD Submitted: Michael J. Czymbor Date: 7/27/10
City Manager

Requested Agenda Date: 8/3/10

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

CITY ATTORNEY Approved as to Form *TEB* Date: 7/28/10

CITY MANAGER Approved Agenda Item For: *[Signature]* Date: 7/27/10

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

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

Approved at the City Commission Meeting *2nd R.*

Held on *8-30-10*
Voted: *5-0* Initial: *RL*

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-03
Future Land Use Map Amendment - Zoning Map Conflicts

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-03 at First Reading.

SYNOPSIS: The City has provided a zoning and/or land use layer within its Comprehensive Plan dating back to 1961. Over the subsequent forty-five years, these documents were maintained by external agencies or consultants and furnished to the City as part of its statutory periodic review periods. The City began utilizing Geographic Information Systems (GIS) in 2004-2005.

In 2005-2006, the City started working towards creating its own GIS system and maintaining data layers. Staff was hired and trained on-the-job to learn how to manage this system. Parcel alignment with the data layers became technically possible however, it was not until 2007 that the City had staffing with proper training to effectively utilize the system. In 2012, staff entered into a partnership with the Nassau County Property Appraiser's (NCPA) office to share and display data for public review. Since 2014, the City's data layers have been updated by the NCPA office following the enactment of land use or zoning ordinances. Discrepancies between the Future Land Use Map and Zoning Map as witnessed in these applications are the result of the carry-over actions of prior commissions which did not evaluate any conflicts between the documents on an individual parcel level.

From time to time, staff would encounter mismatches between the zoning and land use map layers. These were either noted and corrected under staff-initiated amendments or they were disclosed to a property owner at the time of a development application and directed to make a change. At no point did staff undertake an exhaustive analysis to determine discrepancies between the Future Land Use Map (FLUM) and Zoning Map.

In March 2019, the City Commission acted under Ordinance 2019-05 to place a moratorium on future land use map and zoning map amendments until such time that the maps could be reconciled to align. Discussion of the initial findings were shared and briefly discussed with the Planning Advisory Board (PAB) in March and April 2019. Staff presented findings to the City Commission in May of 2019; staff was then directed to proceed with correction of the maps based on areas of conflict only. PAB applications 2019-14 and 2019-15 were initiated in August 2019. These applications seek to amend the maps in accordance with the direction provided by the City Commission. Staff conducted a PAB Workshop with property owners and citizens on September 9, 2019. Following the workshop the Board issued decisions at Regular Meetings held between October and December 2019.

In addition to the policies provided by the Comprehensive Plan, Land Development Code and Florida Statutes 163.3187 and 163.3184, staff relied on the following guiding principles as part of its overall consideration for determining a recommendation for the Future Land Use Map or Zoning Map Change:

Built Environment: What's on the ground (or not) today?
Surrounding Property: What is the surrounding land use and zoning? What are the surrounding area built conditions?
Environmental Features: What environmental features are contained on the site?
Pattern of Change: Are there other land use or zoning changes within the same area that should be considered?
Holistic View: How does the requested action serve to meet and further the general direction and intent of the City's policy as a whole?

The 2011 Future Land Use Map adopted as part of the EAR-based Comprehensive Plan amendments is presumed to be the principal document for consideration of all Future Land Use Map changes. The City adopted a revised Land Development Code and Zoning Map in 2006. The data provided as part of the analysis for each change includes map exhibits and digital images from the Nassau County, Florida Property Appraiser GIS mapping.

Information for each property is provided as part of this report and serve to fulfill minimum application requirements for mapping changes. Specifically, the Light Detection and Ranging (LIDAR) data of one-foot contour topography file, St. Johns River Water Management District potential wetlands, the USDA soils, and

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



FEMA flood zone data layers were utilized. Site specific, independent surveys and studies were not prepared as part of the recommended action; however, where prior plat maps exist they have been provided as back-up material to each series of properties.

Staff wishes to highlight the following properties under which the Planning Advisory Board (PAB) has recommended changes from the original application. Changes include modifications of Citrona Drive parcels for Conservation to align with the 5-foot elevation contour and including Conservation for the entirety of 526 Citrona Drive following the City acquisition in December 2019. Additionally, PAB has recommended a change to Future Land Use Map for the North Pointe PUD subdivision to Medium Density Residential in an effort to protect it from future redevelopment and avoid the allowance of resort rental.

Nassau County School Board provided a statement indicating their desire is to have the zoning district changed to R-1 to match the existing FLUM, rather than modify the FLUM to Public and Institutional. PAB issued a recommendation to modify the FLUM to Public and Institutional. Staff remains supportive of the FLUM change.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-03 at First Reading.

Nicole Bednar, Administrative Services Manager	1/8/2020
Dale L. Martin, City Manager	1/9/2020
Tammi E. Bach, City Attorney	1/14/2020

Kelly N. Gibson, AICP

Date: January 03, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FOR VARIOUS PROPERTIES THROUGHOUT THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for mapping changes to its Future Land Use Map through PAB Case 2019-14 following the discovery of mapping errors and inaccuracies; and

WHEREAS, the City Commission enacted Ordinance 2019-05 on March 5, 2019, which placed a moratorium on Future Land Use Map amendments and Zoning map amendments until the maps were reconciled; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at a Public Workshop held on Tuesday, September 10, 2019, and took formal consideration of the application at the Board's Regular Meetings held on Wednesday October 9, 2019, and Wednesday, November 13, 2019, and Wednesday, December 11, 2019, and issued a recommendations as provided in Exhibit "A" herein; and

WHEREAS, notice of public hearing on such Future Land Use Map amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 27, 2019.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending the City's Future Land Use Map should be enacted.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon enactment.

ENACTED this 18th day of February 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-03
EXHIBIT "A"

FUTURE LAND USE MAP AMENDMENTS (PAB CASE 2019-14) - CITRONA AREA ONLY-					
PARCEL ID NUMBER	EXISTING USE	STREET ADDRESS	CURREN T ZONING	CURRENT FUTURE LAND USE CATEGORY	ACTION REQUESTED: ZONING OR LAND USE MAP CHANGE
00-00-31-1616- 0001-0000	SINGLE FAMILY HOME	510 CITRONA DRIVE	R-1	CONSERVATI ON	CONSERVATION FLUM + CON ZONING TO ALIGN WITH 5- FOOT ELEVATION (FLUM AND ZONING CHANGES)
00-00-31-1616- 0002-0000	MULTI- FAMILY HOME	522 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL	CONSERVATION FLUM + CON ZONING TO ALIGN WITH 5- FOOT ELEVATION (FLUM AND ZONING CHANGES)
00-00-31-1616- 0003-0000	VACANT	526 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL	CONSERVATION/ CON (FLUM AND ZONING CHANGES)
00-00-31-1180- 0015-0000	SINGLE FAMILY HOME	420 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL/ CONSERVATI ON (~466 SQ FEET)	CONSERVATION FLUM + CON ZONING TO ALIGN WITH WETLANDS BOUNDARY* (PAB RECCOMENDATI ON TO REMAIN CONSERVATION FOR APPROX. 466 SQ. FT.)

FUTURE LAND USE MAP AMENDMENTS (PAB CASE 2019-14)					
PARCEL ID NUMBER	EXISTING USE	STREET ADDRESS	CURREN T ZONING	CURRENT FUTURE LAND USE CATEGORY	ACTION REQUESTED: FUTURE LAND USE MAP CHANGE
00-00-31-1800- 0261-0021	OFFICE	212 S. 14TH ST	MU-1	LOW DENSITY RESIDENTIAL	MIXED USE
00-00-31-1800- 0242-10A0	SINGLE FAMILY HOME	1316 BEECH STREET	R-2	GENERAL COMMERCIAL	MEDIUM DENSITY RESIDENTIAL
00-00-30-0600- 0001-0010	HOTEL	2707 SADLER ROAD	C-1	GENERAL COMMERCIAL	SPLIT LAND USE AS CONSERVATION CHANGE TO GENERAL COMMERCIAL
01-2N-28-0000- 0002-0000	VACANT	ROBERT OLIVER AVE	CON	MEDIUM DENSITY RESIDENTIAL	CONSERVATION
02-2N-28-0000- 0001-0010	VACANT	ROBERT OLIVER AVE	CON	MEDIUM DENSITY RESIDENTIAL	CONSERVATION
00-00-31-1600- 0153-0000	PUBLIC PARK	HICKORY STREET	PI-1	LOW DENSITY RESIDENTIAL	PUBLIC & INSTITUTIONAL

PAB2019- 0014_____

REC'D: _____ BY: _____

INVOICE #: _____

PAYMENT: _____ TYPE: _____

BOARD MEETING DATE: OCT 2019



PLANNING ADVISORY BOARD APPLICATION

- | | |
|---|--|
| ☐ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600) |
| ☒ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$1,000) | ☐ VACATION OF R.O.W. (\$1,700) |
| ☐ COMP PLAN AMENDMENT (\$1,700) | ☐ VOLUNTARY ANNEXATION (\$1,500) |
| | ☐ Revision to each PAB Application
To offset additional display ad fee (\$400) |

APPLICANT INFORMATION

Owner Name: VARIES - SEE ATTACHED LIST

Mailing Address: _____

Telephone: _____ **Fax:** _____

Email: _____

Agent Name: PLANNING AND CONSERVATION DEPARTMENT

Mailing Address: 204 ASH STREET FERNANDINA BEACH, FL 32034

Telephone: (904) 310-3480 **Fax:** _____

Email: KGIBSON@FBFL.ORG

PROPERTY INFORMATION

Street Address: VARIOUS- SEE ATTACHED LIST

Parcel Identification Number(s): _____

Lot Number: _____ **Block Number:** _____ **Subdivision:** _____

Section: _____ **Township:** _____ **Range:** _____

PROJECT INFORMATION

Total Number of Lots/Parcels: SEE ATTACHED LIST

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: _____

Existing Zoning Classification: VARIES - SEE ATTACHED LIST

Existing Future Land Use Classification: VARIES- SEE ATTACHED LIST

Previous Planning/Zoning Approvals: _____

Description of Request:

MODIFICATION BASED ON DIRECTION PROVIDED THROUGH THE
ADOPTION OF ORDINANCE 2019-05

SIGNATURE/NOTARY

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

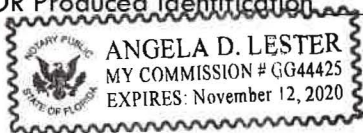
8/28/19 [Signature]
Date Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 28 day of August, 2019.

[Signature] Angela D. Lester 11/12/20
Notary Public: Signature Printed Name My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____



FLUM CONFLICT

PIN	Subdivisio	ZoningDist	FutureLand	OWNER_NAME	USEDESC	HOUSE_N	STREET	ST_MD	CHANGE FLUM
00-00-31-1616-0001-0000	RED BAY FOREST	R-1	CONSERVATION	KALISTA JAMES D JR &	SINGLE FAM	510	CITRONA	DR	CONSERVATION TO ALIGN WITH WETLANDS BOUNDARY
00-00-31-1616-0002-0000	RED BAY FOREST	R-1	LOW DENSITY RESIDENTIAL	AUSTIN DAVID BERT	MULTI-FAMI	522	CITRONA	DR	CONSERVATION TO ALIGN WITH WETLANDS BOUNDARY
00-00-31-1616-0003-0000	RED BAY FOREST	R-1	LOW DENSITY RESIDENTIAL	DODD JOHN H & MARGARITA	VACANT	526	CITRONA	DR	CONSERVATION TO ALIGN WITH WETLANDS BOUNDARY
00-00-31-1800-0261-0021	CITY OF FERNANDINA BEACH S/D	MU-1	LOW DENSITY RESIDENTIAL	PAGE DAVID P JR MD & KIMBERLY	OFFICE	212	14TH	ST	MIXED USE
01-2N-28-0000-0002-0000	Not in a Subdivision	CON	MEDIUM DENSITY RESIDENTIAL	CITY OF FERNANDINA BEACH	VAC GOVERN		SIMMON	RD	CONSERVATION
00-00-30-0600-0001-0010	SADLER ESTATES	C-1	GENERAL COMMERCIAL	FERNANDINA BEACH HOTEL GROUP	HOTELS AND	2707	SADLER	RD	SPLIT LAND USE AS CONSERVATION CHANGE TO GENERAL COMMERCIAL
00-00-31-1600-0153-0000	CITRONA SUB	PI-1	LOW DENSITY RESIDENTIAL	SCHOOL BOARD OF NASSAU COUNTY	PUBLIC SCH		HICKORY &	ST	PUBLIC & INSTITUTIONAL
00-00-31-1800-0242-10A0	CITY OF FERNANDINA BEACH S/D	R-2	GENERAL COMMERCIAL	HILL SHEILA	SINGLE FAM	1316	BEECH	ST	MEDIUM DENSITY RESIDENTIAL
02-2N-28-0000-0001-0010	Not in a Subdivision	CON	MEDIUM DENSITY RESIDENTIAL	CITY OF FERNANDINA BEACH	VAC GOVERN		X X		CONSERVATION
00-00-31-1180-0015-0000	420 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL/ CONSERVATION (~266 FEET)	BONER, EDWARD E JR	SINGLE FAM	420	CITONA	DR	CHANGE CONSERVATION TO LOW DENSITY RESIDENTIALFOR APPROXIMATELY 466 SQUARE FEET IN SOUTHEAST CORNER OF PROPERTY



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0015-0000

Owner Name BONER EDWARD E JR
Mailing Address PO BOX 13027

FERNANDINA BEACH, FL 32035
Location Address 420 CITRONA DR
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 3.27
Short Legal LOT 15 IN OR 1194/903 ABDN R/W IN OR 430/704

2019 Preliminary Values (Subject to Change)

Land Value \$183,120
(+) Improved Value \$173,941
(=) Market Value \$357,061
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$31,897
(=) Assessed Value \$325,164
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$300,164
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$275,164

Note: 10% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

PARCEL MAP



2019 AERIAL MAP

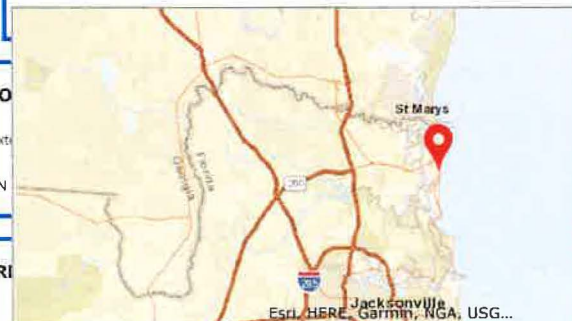


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	3713	2621	3	2	COMMON

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2003-12-10	1194 / 903	\$100	PR	U

BONER EDWARD E JR P/R FOR
EDWARD BONER SR

BONER EDWARD E JR



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1616-0001-0000

Owner Name KALISTA JAMES D JR &
Mailing Address MOFFITT LAURA JEAN (H&W)
510 CITRONA DR
FERNANDINA BEACH, FL 32034
Location Address 510 CITRONA DR
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 1 (EX S-1) IN OR 1936/430 ESMT OR 519/834

2019 Preliminary Values (Subject to Change)

Land Value \$85,000
(+) Improved Value \$208,198
(=) Market Value \$293,198
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$24,552
(=) Assessed Value \$268,646
(-) Homestead \$25,000
(-) Additional Exemptions \$5,000
(=) School Taxable Value \$238,646
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$213,646

Note: *12% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report



Property Record Card



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PARCEL MAP



2019 AERIAL MAP

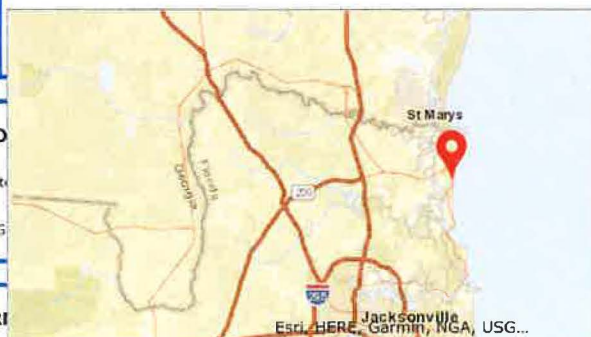


PROPERTY PHOTO



If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	3964	2596	3	2.5	AVERAG

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp
2014-08-22	1936 / 430	\$100	QC	U	Y

Grantor	Grantee
KALISTA JAMES D JR & LAURA JEAN MOFFITT	KALISTA JAMES D JR & LAURA JEAN MOFFITT



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1616-0002-0000

Owner Name AUSTIN DAVID BERT
Mailing Address P O BOX 15602
FERNANDINA BEACH, FL 32035
Location Address 522 CITRONA DR
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage MULTI-FAMI 000800
Deed Acres 0
Short Legal LOT 2 (EX S-1) IN OR 729/165 RED BAY FOREST PB 5/138

2019 Preliminary Values (Subject to Change)

Land Value \$68,000
(+) Improved Value \$167,768
(=) Market Value \$235,768
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$8,191
(=) Assessed Value \$227,577
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$202,577
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$177,577



Map This Parcel



GIS Report



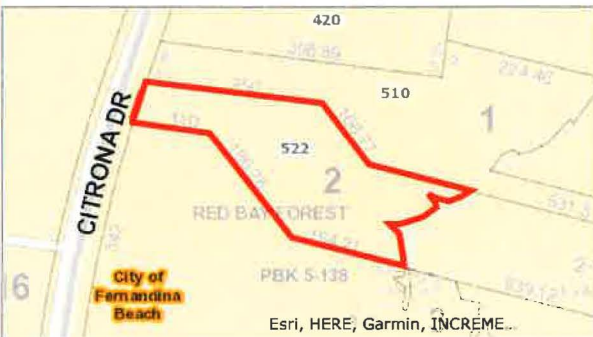
Property Record Card



Print Friendly Page

Note: *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

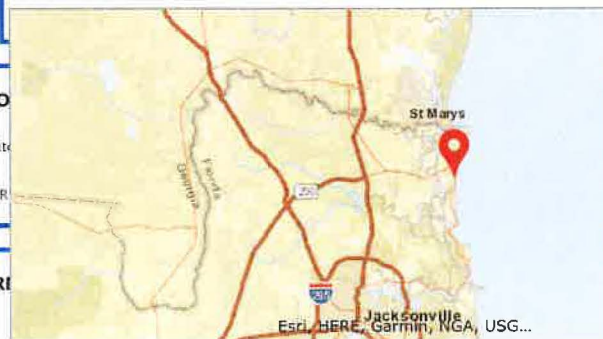


PROPERTY PHOTO



If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TRI/QUAD	4996	4512	6	4	CEDAR

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
1995-05-05	729 / 165	\$25,000	WD	U	Y	PARSONS WILLARD & PATRICIA AUSTIN DAVID BERT
1994-06-24	707 / 1982	\$12,000	WD	U	N	AUSTIN DAVID BERT 1/2 INT PARSONS WILLARD & PATRICIA 1/2 INT



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1616-0003-0000

Owner Name DODD JOHN H & MARGARITA

Mailing Address 2775 RACHEL AVE

Location Address FERNANDINA BEACH, FL 32034

526 CITRONA DR

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead No

Property Usage VACANT 000000

Deed Acres 0

Short Legal LOT 3 (EX S-1 & S-2) IN OR 1175/1761 RED BAY FOREST PB 5/138

2019 Preliminary Values (Subject to Change)

Land Value \$199,800

(+) Improved Value \$0

(=) **Market Value** **\$199,800**

(-) Agricultural Classification \$0

(-) SOH or Non-Hx* Capped Savings \$

(=) **Assessed Value** **\$74,800**

(-) Homestead \$0

(-) Additional Exemptions \$0

(=) School Taxable Value \$199,800

(-) Non-School HX & Other Exempt Value \$0

(=) **County Taxable Value** **\$74,800**

Note - 12% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report



Property Record Card



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PARCEL MAP



Esri, HERE, Garmin, INCREME...

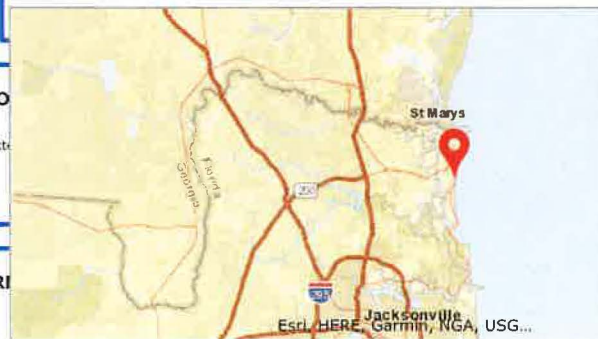
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
------	------------	-------------	----------	-------	-------------

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
-----------	-----------	-------	-------	------

2003-09-29	1175 / 1761	\$53,500	WD	Q
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THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF FL DODD JOHN H & MARGARITA



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0261-0021

Owner Name PAGE DAVID P JR MD & KIMBERLY

Mailing Address 1702 ATLANTIC AVE

Location Address FERNANDINA BEACH, FL 32034

212 14TH ST S

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead No

Property Usage MULTI-FAMI 000800

Deed Acres 0

Short Legal BLOCK 261 N 54 FT OF LOT 2 EX OR 212 PG 640 & EX OR 297 PG 338 (S-3)

2019 Preliminary Values (Subject to Change)

Land Value	\$27,792
(+) Improved Value	\$103,882
(=) Market Value	\$131,674
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$
(=) Assessed Value	\$131,343
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$131,674
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$131,343



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



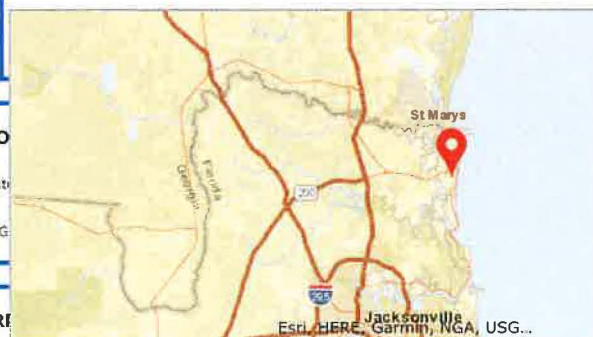
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
DUPLEX RES	1337	1197	3	2	AVERAG

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2015-10-15	2011 / 78	\$135,000	WD	Q	Y	PURPLE CREEK LLC	PAGE DAVID P JR MD & KIMBERLY P
2011-06-01	1741 / 961	\$100	WD	U	Y	HALCYON HOUSE PARTNERS LP	PURPLE CREEK LLC



PROPERTY INFORMATION

Parcel Number 01-2N-28-0000-0002-0000

Owner Name CITY OF FERNANDINA BEACH

Mailing Address 204 ASH STREET

FERNANDINA BEACH, FL 32034

Location Address SIMMON RD

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead Yes

Property Usage VAC GOVERN 008000

Deed Acres 2.28

Short Legal PT OR 740/666

2019 Preliminary Values (Subject to Change)

Land Value \$28,500

(+) Improved Value \$0

(=) Market Value \$28,500

(-) Agricultural Classification \$0

(-) SOH or Non-Hx* Capped Savings \$

(=) Assessed Value \$13,307

(-) Homestead \$0

(-) Additional Exemptions \$0

(=) School Taxable Value \$0

(-) Non-School HX & Other Exempt Value \$0

(=) County Taxable Value \$0

Note: -10% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

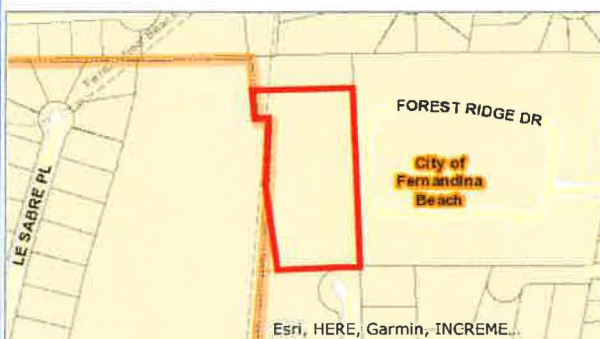


Property Record Card



Print Friendly Page

PARCEL MAP



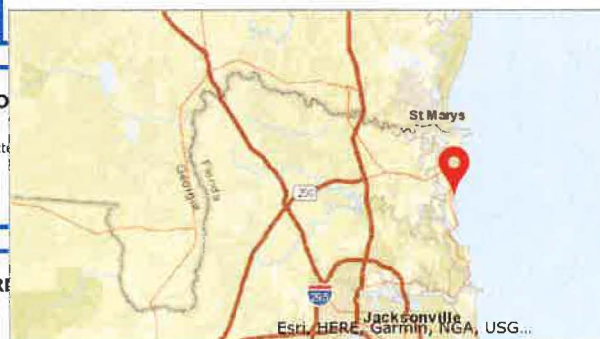
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaufpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual
1995-09-29	740 / 666	\$100	QC	U
1992-11-18	670 / 1137	\$240,000	WD	U
1991-07-16	631 / 310	\$100	WD	U



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-30-0600-0001-0010

Owner Name FERNANDINA BEACH HOTEL GROUP
Mailing Address LLC
2707 SADLER RD
FERNANDINA BEACH, FL 32034
Location Address 2707 SADLER RD
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage HOTELS AND 003900
Deed Acres 0
Short Legal BLOCK 1 PT LOT 1 & 2 ALL OF LOTS 3-5 & 14-9 OF 20-3N-29 IN OR
1177/1531

2019 Preliminary Values (Subject to Change)

Land Value \$1,487,160
(+) Improved Value \$6,774,840
(=) Market Value \$8,262,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$5,629,073
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$8,262,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$5,629,073

Note: *10% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

PARCEL MAP



2019 AERIAL MAP

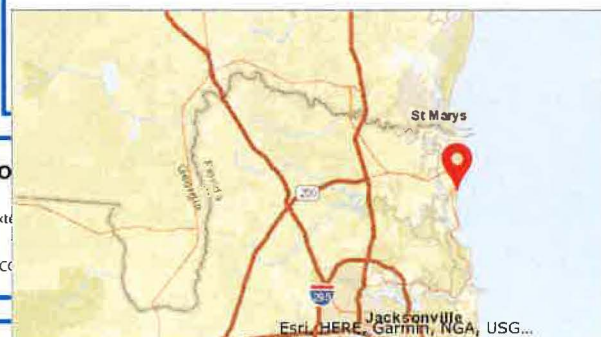


PROPERTY PHOTO



If this picture is incorrect, please email info@nassaufipa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
HOTEL AVG	14764	9456	0	0	C B STUCCO

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
-----------	-----------	-------	-------	------	-----	---------	---------



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1600-0153-0000

Owner Name SCHOOL BOARD OF NASSAU COUNTY
Mailing Address 1201 ATLANTIC AVENUE
Location Address FERNANDINA BEACH, FL 32034
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage PUBLIC SCH 008300
Deed Acres 9.75
Short Legal LOTS 153,175,198 & 219 OUTLOTS S/D OF SEC 26-3N-28E
UNRECORDED

2019 Preliminary Values (Subject to Change)

Land Value \$292,500
(+) Improved Value \$17,832
(=) Market Value \$310,332
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$310,332
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$0
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$0



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



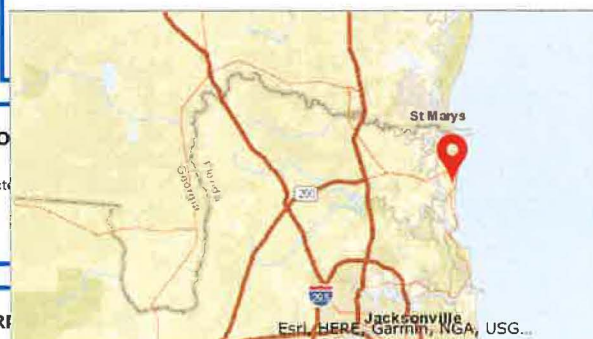
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
------	------------	-------------	----------	-------	-------------

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp
1969-08-20	93 / 569	\$21,500	WD	U	Y

Grantor	Grantee
FERNANDINA DOCK & REALTY COMPANY	SCHOOL BOARD OF NASSAU COUNTY



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0242-10A0

Owner Name HILL SHEILA
 Mailing Address 1316 BEECH ST
 FERNANDINA BEACH, FL 32034
 Location Address 1316 BEECH ST
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal BLOCK 242 SUB A OF LOT 10 OR 1598/1490 CASE #08-CP-165 IN
 OR 1594/78 & 80

2019 Preliminary Values (Subject to Change)

Land Value \$34,680
 (+) Improved Value \$37,978
 (=) **Market Value** **\$72,658**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$35,812
 (=) **Assessed Value** **\$36,846**
 (-) Homestead \$25,000
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$11,846
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value** **\$11,846**



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note: *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

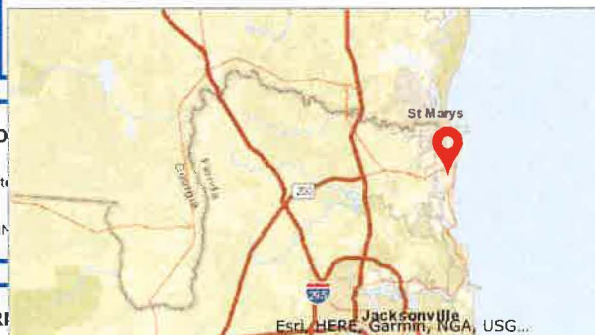


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	1332	1176	3	1	ASB SIDING

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2008-11-20	1594 / 78	\$100	QC	U	Y	HILL MICHAEL	HILL SHEILA
2008-11-20	1594 / 80	\$100	QC	U	Y	HILL RONALD H	HILL SHEILA



PROPERTY INFORMATION

Parcel Number 02-2N-28-0000-0001-0010

Owner Name CITY OF FERNANDINA BEACH
 Mailing Address 204 ASH STREET
 FERNANDINA BEACH, FL 32034
 Location Address X X
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage VAC GOVERN 008000
 Deed Acres 0.25
 Short Legal ALL OF SEC INSIDE CITY LIMITS PT OR 740/666 ESMT IN OR
 701/1055

2019 Preliminary Values (Subject to Change)

Land Value \$3,125
 (+) Improved Value \$0
 (=) **Market Value** **\$3,125**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$
 (=) **Assessed Value** **\$2,918**
 (-) Homestead \$0
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$0
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value** **\$0**

Note: *19% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

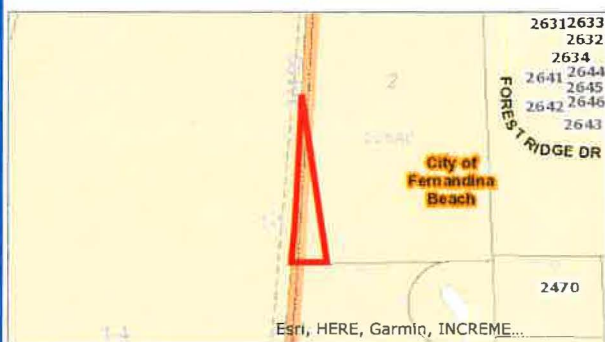


Property Record Card



Print Friendly Page

PARCEL MAP



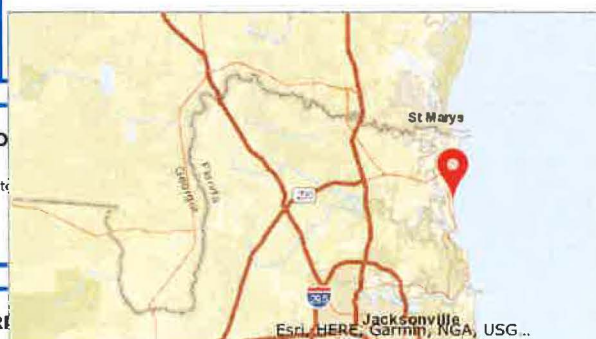
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



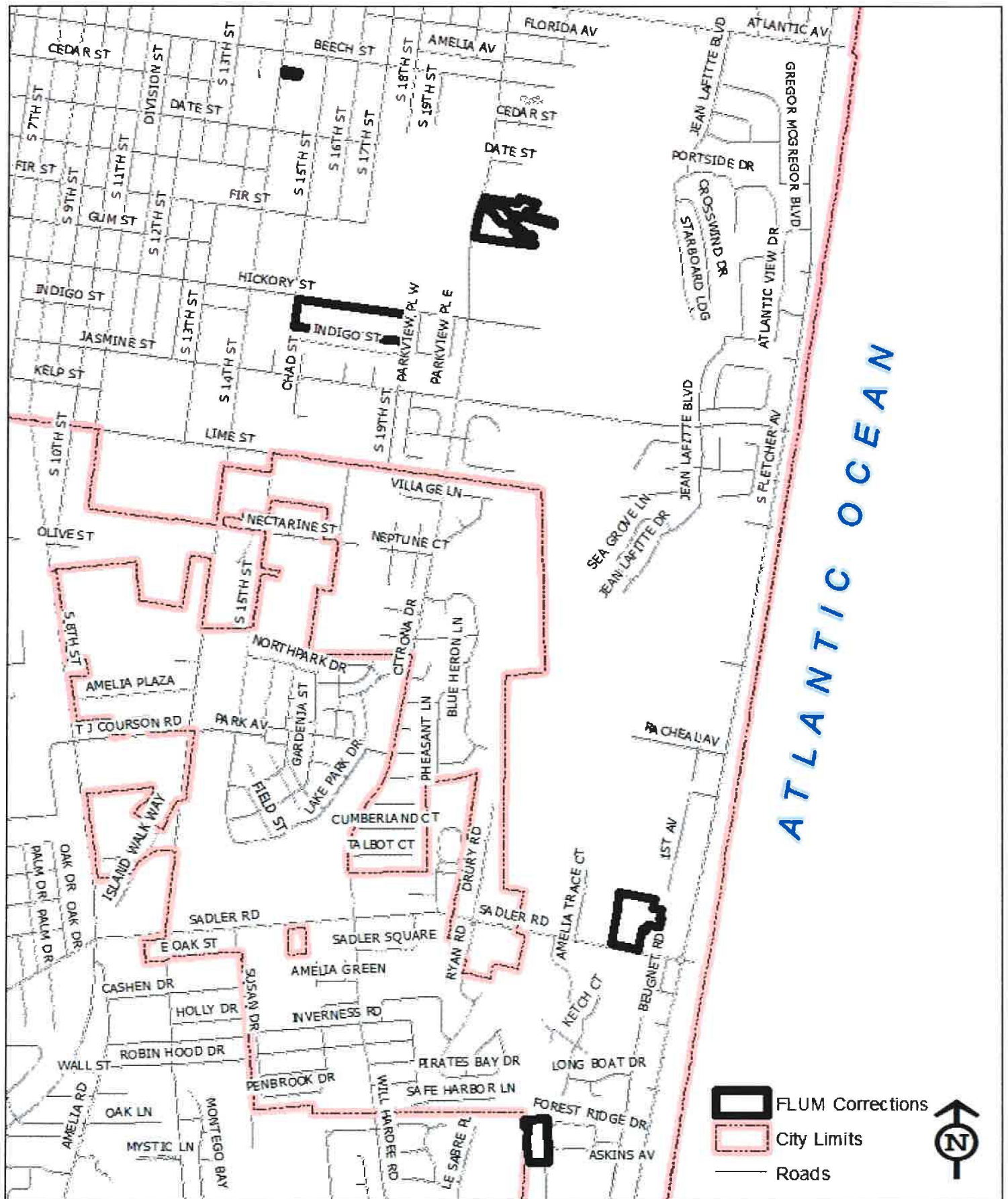
BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
1995-09-29	740 / 666	\$100	QC	U	N	ALMAND AMOS F JR & DORIS J	CITY OF FDNA BEACH
1992-11-18	670 / 1137	\$240,000	WD	U	N	RESOLUTION TRST CORP	ALMAOND AMOS F JR

FUTURE LAND USE MAP AMENDMENTS CONFLICTS ONLY



CONFLICTS ONLY





**STAFF REPORT SUMMARY
PAB 2019-14 + 2019-15**

**APPLICATION FOR FUTURE LAND USE MAP + ZONING MAP AMENDMENTS
VARIOUS MAP CORRECTIONS CITYWIDE**

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City has provided a zoning and/or land use layer within its Comprehensive Plan dating back to 1961. Over the subsequent 45 years, these documents were maintained by external agencies or consultants and furnished to the City as part of its statutory periodic review periods. The City began utilizing Geographic Information Systems (GIS) in 2004-2005. In 2005-2006, the City started working towards creating its own GIS system and maintaining data layers. Staff was hired and trained on-the-job to learn how to manage this system. Parcel alignment with the data layers became technically possible however, it was not until 2007 that the City had staffing with proper training to effectively utilize the system. In 2012 staff entered into a partnership with the Nassau County Property Appraiser's (NCPA) office to share and display data for public review. Since 2014 the City's data layers have been updated by the NCPA office following the enactment of land use or zoning ordinances. Discrepancies between the Future Land Use Map and Zoning Map as witnessed in these applications are the result of the carry over actions of prior commissions which did not evaluate any conflicts between the documents on an individual parcel level.

From time to time, staff would encounter mismatches between the zoning and land use map layers. These were either noted and corrected under staff-initiated amendments or they were disclosed to a property owner at them time of a development application and directed to make a change. At no point, did staff undertake an exhaustive analysis to determine discrepancies between the Future Land Use Map (FLUM) and Zoning Map.

In February 2019, the City Commission acted under Ordinance 2019-05 to place a moratorium on future land use map and zoning map amendments until such time that the maps could be reconciled to align. Discussion of the initial findings were shared and briefly discussed with the Planning Advisory Board (PAB) in March and April 2019. Staff presented findings to the City Commission in May of 2019; it was then directed to proceed with correction of the maps based on areas of conflict only. PAB applications 2019-14 and 2019-15 were initiated in August 2019. These applications seek to amend the maps in accordance with the direction provided by the City Commission. Staff conducted a PAB workshop with property owners and citizens on September 9, 2019.

The data provided as part of the analysis for each change include map exhibits and digital images from the Nassau County, Florida Property Appraiser GIS mapping. Information for each property is provided as part of this report and serve to fulfill minimum application requirements for mapping changes. Specifically, the LIDAR data of 1-foot contour topography file, St. Johns River Water Management District potential wetlands, the USDA soils, and FEMA flood zone data layers were utilized. Site specific, independent surveys and studies were not prepared as part of the recommended action; however, where prior plat maps exist they have been provided as back up material to each series of properties.



STAFF REPORT SUMMARY PAB 2019-14 + 2019-15

In addition to the policies provided by the Comprehensive Plan, Land Development Code and Florida Statutes 163.3187 and 163.3184, staff relied on the following guiding principles as part of its overall consideration for determining a recommendation for the Future Land Use Map or Zoning Map Change:

- **Built Environment:** What's on the ground (or not) today?
- **Surrounding Property:** What is the surrounding land use and zoning? What are the surrounding area built conditions?
- **Environmental Features:** What environmental features are contained on the site?
- **Pattern of Change:** Are there other land use or zoning changes within the same area that should be considered?
- **Holistic View:** How does the requested action serve to meet and further the general direction and intent of the City's policy direction as a whole?
- The 2011 Future Land Use Map adopted as part of the EAR-based Comprehensive Plan amendments is presumed to be the principal document for consideration of all Future Land Use Map changes.
- The City adopted a revised Land Development Code and Zoning Map in 2006.

CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE:

The approval of Future Land Use Map and Zoning Amendments are generally governed under Comprehensive Plan policies which describe concurrency, level of service standards, and allocation of residential densities and non-residential intensities, and compatibility with neighboring properties. Staff has reviewed applicable policies generally and specifically as they apply to each property. The requested changes have been divided into topic areas for individual review as separate documents for the board's consideration. Analysis for each property is provided following this document.

The Land Development Code outlines policies for consideration of a Future Land Use Map Amendments and Zoning Map Amendments. Staff has determined that these sections have been sufficiently met and the requested action is found to be consistent with requirements of the Land Development Code. Further, it has determined that the requested action is consistent with the intent and direction of the Comprehensive Plan.

CONCLUSION:

The requested actions to amend the Future Land Use Map and Zoning Map have been directed under Ordinance 2019-05. Staff recommends approval of the application as provided in each parcel summary contained herein. The proposed actions are sufficiently compliant with the City's Comprehensive Plan and Land Development Code.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2019-14 to the City Commission requesting that a Future Land Use Map Amendment to align the City's Future Land Use Map and Zoning Map be **(approved or denied)** and that PAB case 2019-14, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

I move to recommend **(approval or denial)** of PAB case number 2019-15 to the City Commission requesting that a Zoning Map Amendment to align the City's Future Land Use Map and Zoning Map be **(approved or denied)** and that PAB case 2019-15, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.



**MINUTES
PLANNING ADVISORY BOARD
WORKSHOP
SEPTEMBER 9, 2019
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Richard Clark	Mark Bennett
Frank Santry (Chair)	Genece Minshew
Jenny Schaffer (Alt 1)	Victoria Robas (Alt 2)

MEMBERS ABSENT:

Greg Roland

2. DISCUSSION

- 2.1 Staff Presentation and Board Review of PAB applications 2019-14 and 2019-15.
Information can also be obtained at: www.fbfl.us/mapcorrections
Discussion only, no action to be taken

3. BOARD BUSINESS

4. PUBLIC COMMENT

5. ADJOURNMENT

Sylvie McCann, Recording Secretary

Frank Santry, Chair



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
OCTOBER 9, 2019**

1. CALL TO ORDER –

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark
Genese Minshew*

*Frank Santry (Chair)
Greg Roland (arrived at 5:07 pm)
Victoria Robas (Alt 2)*

MEMBERS ABSENT:

Jenny Schaffer (Alt 1)

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Sylvie McCann, Recording Secretary*

Member Robas was seated as a voting member.

2. APPROVAL OF MINUTES

2.1 May 22, 2019 Special Meeting

There being no objections, the minutes were approved as presented.

2.2 June 12, 2019 Regular Meeting

There being no objections, the minutes were approved as presented.

3. OLD BUSINESS

4. NEW BUSINESS

4.1 PAB Cases 2019-14 (FLUM) and 2019-15 (Zoning): Consideration of Future Land Use Map Amendments and Zoning Map Amendments where maps are in conflict.

Ms. Gibson gave presentation.

- Askins Ave – to be pulled (no motions to be made) pulled for further consideration by members – Staff to provide history documentation on how it became R3.

Public hearing opened

- 5th + Fir Street – (Miller property)

DRAFT

Matt Miller 416 Fir Street, had meeting Jake Platt + Ms. Back. Would like for Board to pull property so communication could be continued. Chair Santry noted that maps should be reconciled. Ms. Back said base on FLUM permits should not have been issued. Member Clark asked Staff about accommodate Mr. Miller desire to build a boathouse. Staff explained the LDC requirements. Member Minshew asked which permits were issued.

Closed public hearing

Member Bennett asked why Mr. Miller cannot build his structure. Staff explained.

Clark 1st

Minshew 2nd

recommend staff recommendation to commission

All ayes, carried

715 S. 6th Street

NO public input

Industrial from medium density to R2

Bennett 1st

Minshew 2nd

No public hearing

All ayes, carried

731 S. 6th Street

Chair Santry recommend this to be pulled until the next meeting.

Bennet approved FLUM from Industrial to Med Density Res (MDR)

Zoning I-1 to R2

All ayes, carried

3rd Street

Pulled the case, ordinance 2004-35 in place, map is already corrected.

1900 Amelia Trace

Zoning From MU-1 to Comm Commercial/C-1 to align to FLUM

No public input

All ayes carried

Off shore Drive/Off shore Court

Approval Zoning from Med Density Res R2 to CON

Public Hearing

Craig ? 2309 Off Shore Court – asked about impact on real estate value. Ms. Bach explained the impact.

Clark 1st

Minshew 2nd

All ayes, carried

North Pointe

Change FLUM from R3 High Density Res to R2 Med Density Res

Public Hearing

Debbie O? 925 President of HOA, present PAB minutes form a meeting in 1981

Betsy Huban, representing clients.

Arlene Filkoff 825 Tarpon Ave, character of the community

Jeff Foster 846 Mary Street, asked about height between R3 and R2, Staff explained.

Member Clark asked about the options presented to the Board.

All ayes, carried

212 S. 14th Street

Change zoning from MU1 to FLUM Low Density Res LDR

No public input

Chair Santry noted that he would rather change to zoning to match FLUM R1 Low density.

DRAFT

Bonnie Dickins, 132 S. 15th St, agrees with keeping the Low Density then MU1.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to approve

Clark 1st

Roland 2nd

Aye 3, Nay 2, carried

1316 Beech Street

Change FLUM from Gen Comm to Med Density Res R2 zoning as assigned (check this to make sure!)

No public input

All aye, carried

Sadler Road

Approved Change FLUM from CON to match zoning Gen Comm

Scott Powell, ?? Easport drive. Owns 2 lots.

???, 1003 Broome Street, commented on setting precedent on taking conservation land away.

David Falon general manager of hotel, 21600 Eatonic court, Jacksonville

David Sampson 1866 First Avenue, noted what is on the ground today

Bennet 1

Minshew 2

3 aye, 2 no, carried

Robert Oliver Avenue

Change FLUM from Med Density Res MDR to CON and amend Zoning from R2 to CON (city owned land)

No public input

Clark 1, Minshew 2 (FLUM)

Bennet 1, Minshew 2 (Zoning)

All ayes, carried

Hickory Street Park

Change FLUM to PI from Low Density Res LDR

Jeffrey Bunch, School District, opposed to the change. Had agreement with School Board.

Property Pulled to next meeting. Member Roland propose the City approach the school board to purchase property.

Citrona Drive

420 Citrona

To Leave FLUM to CON

Margaret Kirkland, 1377 Plantation Point Drive

Richard Tim, 2126 Shell Cove Cir, leave it conservaton

Ryan Conners, 2119 Park Square Place

Robert Wells, 2884 Robert Oliver -

510 Citrona Drive

FLUM from CON to Low Density Res

Zoning from R1 to CON

Jimmy Calista, 510 Citrona Drive

Robert Wells, 2884 Robert Oliver Ave

Richard Tim, 2126 Shell Cove Cir

Margaret Kirkland, 1377 Plantation Point Drive, Amelia Tree Conservancy

Ryan Conners, 2119 Park Square Place

Continued to next meeting

522 Citrona Drive

Continued to next meeting

526 Citrona Drive

No public input

To change FLUM and Zoning to CON from R1

DRAFT

Roland 1
Bennett 2
All ayes, carried

City + FDOT Properties
Zoning change to CON from Low density Res LDR
Robert Wells 2884 Robert Oliver Ave
Bennett 1
Minshew 2
All ayes, carried

Shell Cove
Amend FLUM from Low Density to CON
Amend Zoning from R2 PUD to CON
Richard Tim, 2126 Shell Cove circle
Bennett 1
Clark 2
All ayes, carried

Post Oak Buffer
Change FLUM to CON from LDR Low Density Res
Change Zoning change to CON from Low Density Res R-1
Bennett 1
Roland 2
All ayes, carried

Chair Santry suggested a sub committee to review all other pulled items before the end of the year.

We are bringing back the following to look at during the meeting of Sub-Committee:

510 Citrona
522 Citrona
Hickory Street Park
731 S. 6th Street
Askins and S. 3rd Street (Info) into Jan
School Board and City Agreement

Adjust 9:52

ACTION TAKEN: A motion was made by Member , seconded by Member , to recommend

5. BOARD BUSINESS

5.1 **Discussion of next steps for PAB Bylaw revisions.**

6. STAFF REPORT

6.1 Provide update on Planning Activities including EAR Report, EAR based Amendments (next steps), and upcoming meeting topics.

7. PUBLIC COMMENT

8. ADJOURNMENT –

Sylvie McCann, Recording Secretary

Frank Santry, Chair



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
NOVEMBER 13, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark
Jenny Schaffer (Alt 1)*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:31 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

**Alternate Member Jenny Schaffer was seated as a voting member for the entirety of the meeting.
Alternate Member Victoria Robas was seated as a voting member until Member Roland's anticipated late arrival.**

2. OLD BUSINESS

- 2.1 PAB Cases 2019-14 (FLUM) and 2019-15 (Zoning):** Consideration of Future Land Use Map Amendments and Zoning Map Amendments where maps are in conflict.

Askins Ave: Ms. Gibson presented the Staff Report and recommended no change. No members of the public wished to speak.
No action was taken.

731 S 6th Street: Ms. Gibson presented the Staff Report. Ms. Betty York, owner of the property, stated that they have ordered a survey in anticipation of applying for a minor subdivision of the subject property.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, for the western half of the property to remain as industrial zoning and the front half be residential as recommended by Staff.

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

Hickory Street Park: Ms. Gibson presented the Staff Report.

The following individuals spoke in support of changing the zoning to match the FLUM of Public and Institutional: *Robin Lentz, 802 Parkview Place E; Ret Angus, 822 Parkview Place E; Carl Bazarian, 95048 Mackinas Circle.*

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to amend the FLUM from Low Density Residential Future Land Use to Public and Institutional Future Land Use.

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

522 Citrona Drive: Ms. Gibson presented the Staff Report.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to accept Staff recommendation to: 1) Amend Future Land Use Map for 0.23 acres of land from Low Density Residential (LDR) to Conservation (CON); 2) Amend Zoning Map for 0.47 acres of land from R-1 to CON

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

510 Citrona Drive: Ms. Gibson presented the Staff Report. No members of the public wished to speak.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to accept Staff recommendation to 1) Amend Future Land Use Map for 0.40 acres of land from Conservation (CON) to Low Density Residential (LDR); 2) Amend Zoning Map for 0.71 acres of land from R-1 to CON.

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

3. BOARD BUSINESS

- 3.1** Bylaws subcommittee meeting: Thursday, November 21, 2019 at 10am.
Joint PAB and City Commission special meeting: Tuesday, December 17, 2019 at 4pm.

4. STAFF REPORT

- 4.1** Provide an update on planning activities with distribution of a returning LDC Text Amendment (2019-07) containing April PAB updates and floodplain building height changes and distribution of list with preliminary maps for Conservation Future Land Use Map and Zoning Changes.

Ms. Gibson provided the update.

5. PUBLIC COMMENT

6. ADJOURNMENT – 6:35 pm



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

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

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

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

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

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

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM

Samantha Rogic, Recording Secretary

Mark Bennett, Vice-Chair



**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

**CITRONA DRIVE- CITY/FDOT/SHELLCOVE HOA – VACANT LANDS
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	CITY OF FERNANDINA BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION AND SHELL COVE HOA AND SEALS AND ASSOCIATES (POST OAK APTS) 00-00-31-1180-0017-0050 00-00-31-1180-0017-0060 00-00-31-1180-0018-0010 00-00-31-1180-0018-0030 00-00-31-1180-0018-0040 00-00-31-1180-0022-0010 27-3N-28-1192-000C-0000 27-3N-28-1192-000D-0000 00-00-31-1180-0018-0040				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	CITRONA DR VACANT/ UNDISTURBED				
CURRENT LAND USE + ZONING:	Conservation (CON) Zoning Map: R-1				
PROPOSED LAND USE + ZONING:	Amend Zoning Map from R-1 to CON				
EXISTING USES ON SITE:	VACANT				
PROPERTY SIZE:					
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	None Noted	11 ft to -1 ft	Fine Sand/ Clay	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	N/A	R-/CON	Low Density Residential
	South	Vacant	N/A	R-1	Low Density Residential and Conservation
	East	Vacant	N/A	R-1	Conservation



STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION

	West	FB Middle School	1991	PI-1	Public & Institutional
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC				
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.				
PAB RECOMMENDATION:	Pending 10/9/19 public hearing				



**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

SUMMARY TABLE FOR EACH PARCEL:

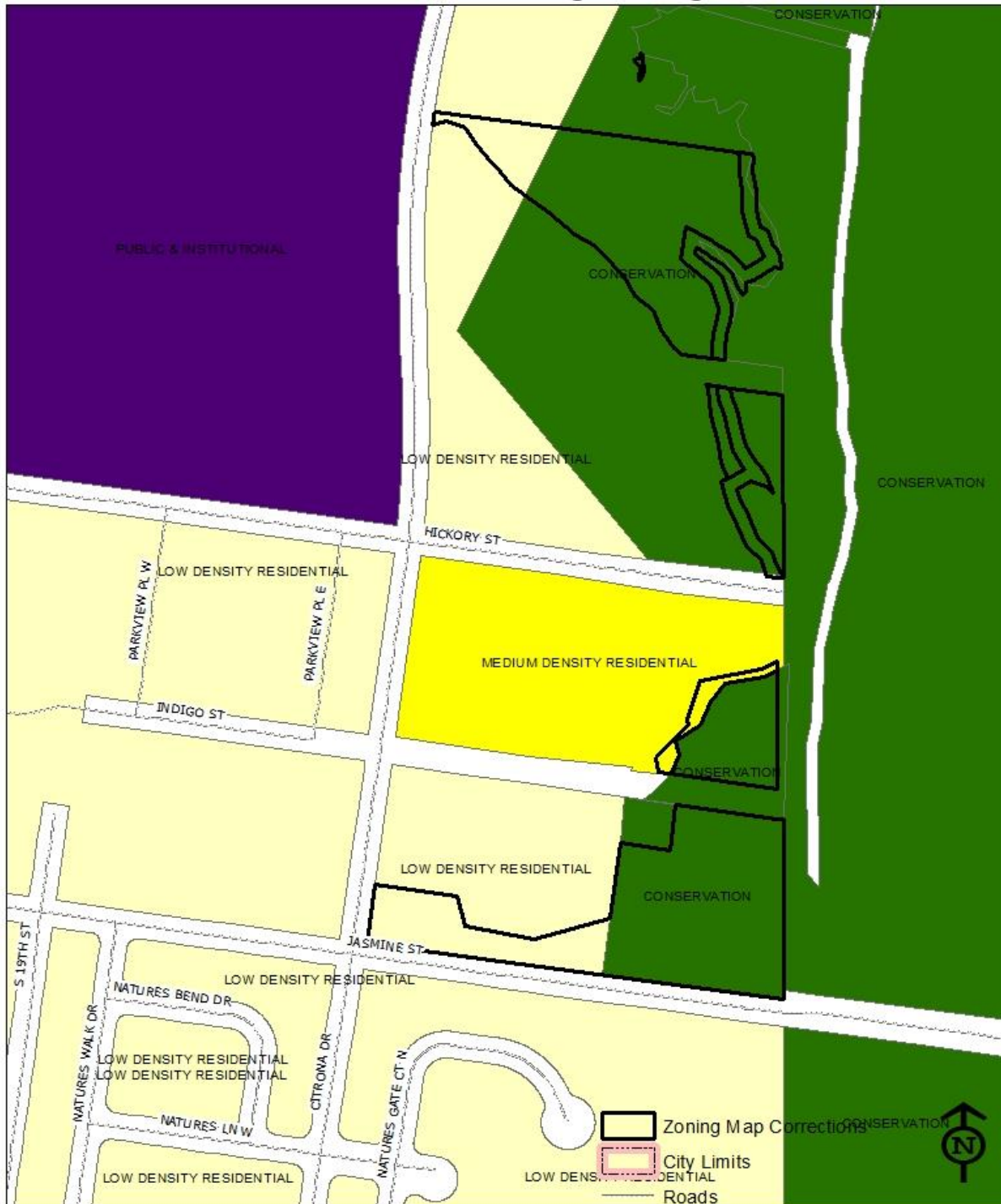
Location/ Parcel	Added Conservation FLUM (sq. ft.)	Reduced Conservation FLUM (sq. ft)	Added CON Zoning (sq. ft)	Reduced CON Zoning (sq. ft)
00-00-31-1180-0017-0060	21,000.00		158,994.00	
00-00-31-1180-0017-0050			24,393.60	
00-00-31-1180-0018-0010			27,878.40	
00-00-31-1180-0018-0030			15,681.60	
00-00-31-1180-0018-0040			6,098.40	
00-00-31-1180-0022-0010				
00-00-31-1180-0022-0010 (Post Oak Apts)	50,094.00		190,357.20	
27-3N-28-1192-000C- 0000 (Shell Cove Common Tract)	9,583.20		9,583.20	
27-3N-28-1192-000D- 0000 (Shell Cove Common Tract)			41,817.60	
00-00-31-1180-0018-0040			6,098.40	
TOTAL SQ. FT.:	80,677.20	-	480,902.40	-
TOTAL ACREAGE:	1.85	-	11.04	-



**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

MAP EXHIBITS & PROPERTY IMAGES:

Overview Map of Zoning and Land Use Changes of vacant properties within the Citrona Drive corridor

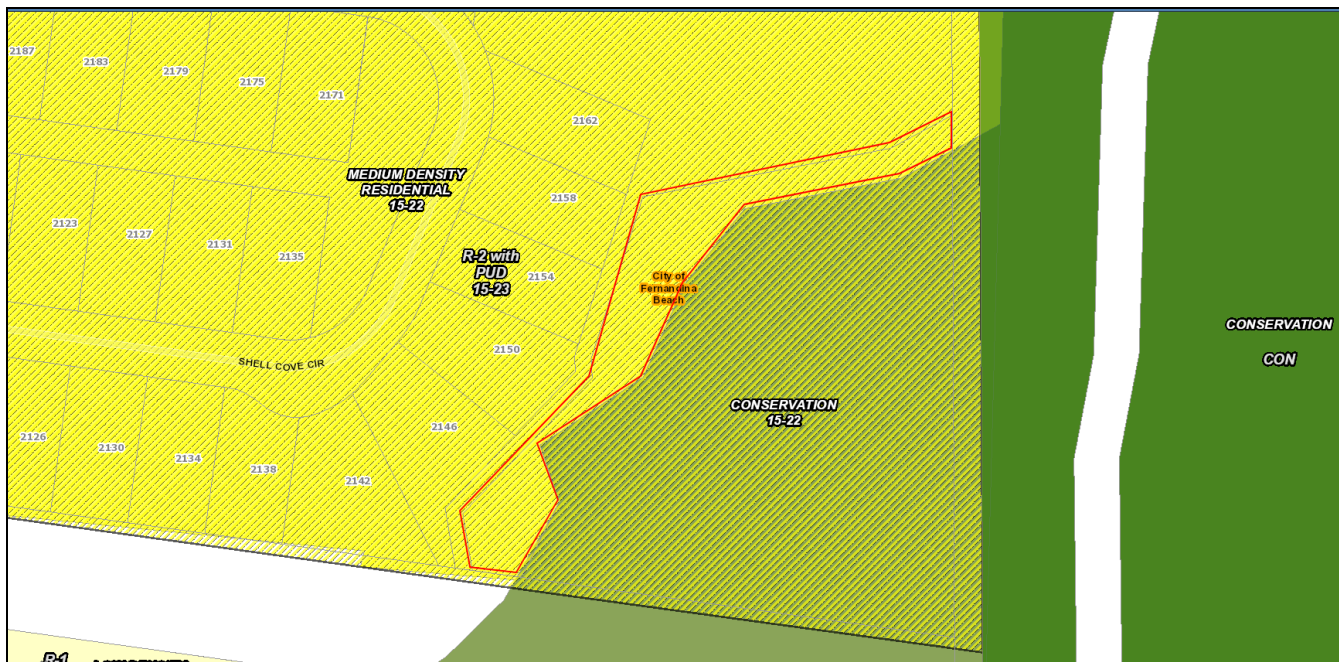




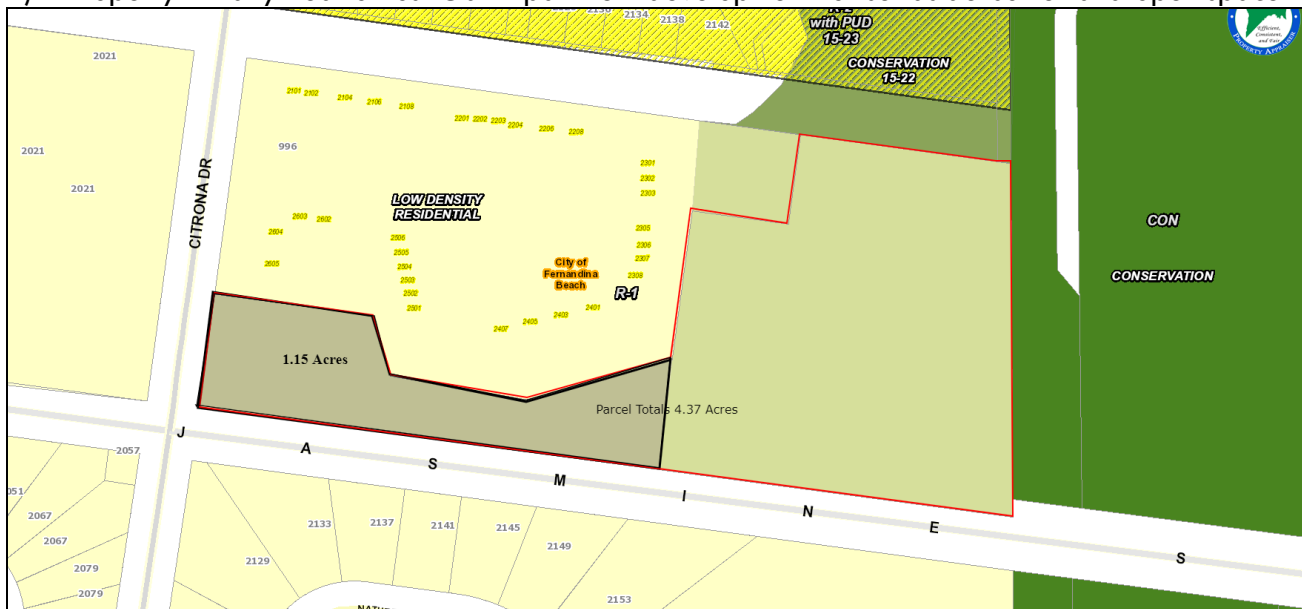
**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

Citrona Drive - Future Land Use Map Changes

27-3N-28-1192-000C-0000: 0.22 acres (9,583.20 sq. ft.) from Low Density Residential (LDR) to Conservation (CON) Future Land Use Map and Zoning Map change



00-00-31-1180-0022-0010: 1.15 acres (50,094 sq. ft.) FLUM amendment from Low Density Residential (LDR) to Conservation (CON) and 4.37 acres (190,357.20 sq. ft.) to Conservation Zoning from Low Density Residential (R-1) – Property initially tied to Post Oak Apartment development for set aside buffer and open space





STAFF REPORT CITRONA DRIVE – CITY/ FDOT/ SHELL COVE ZONING CHANGE TO CONSERVATION

Citrona Drive – Zoning Map Changes along Citrona Drive for Vacant Properties

00-00-31-1180-0017-0050: 056 acres (24,393.60 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0010: 0.64 acres (27,878.40 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0040 :0.14 (6,098.4 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0030: 0.36 acres (15,681.60 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0040: 0.14 acres (6,098.40 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

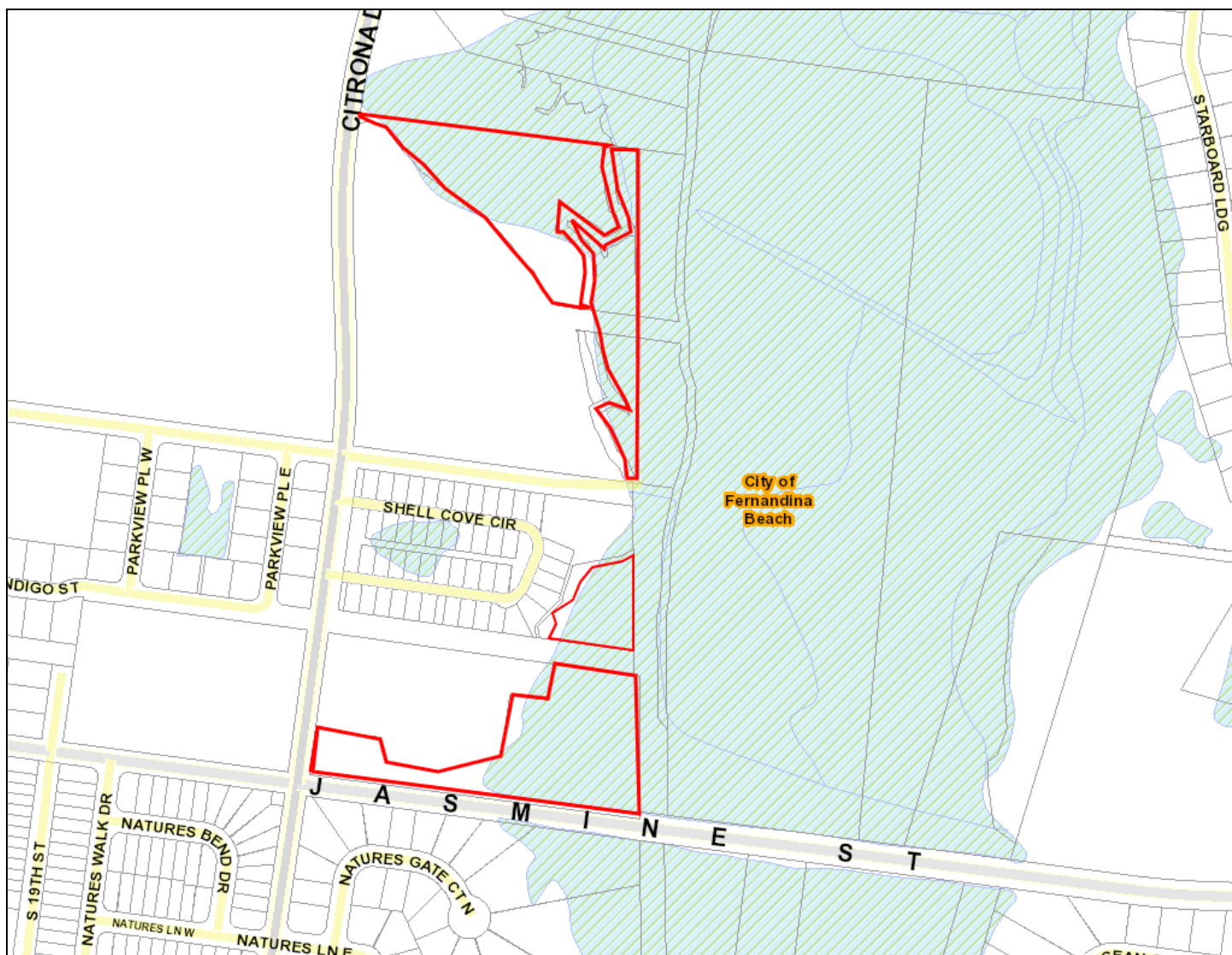
27-3N-28-1192-000D-0000: 0.96 acres (41,817.60 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change





STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION

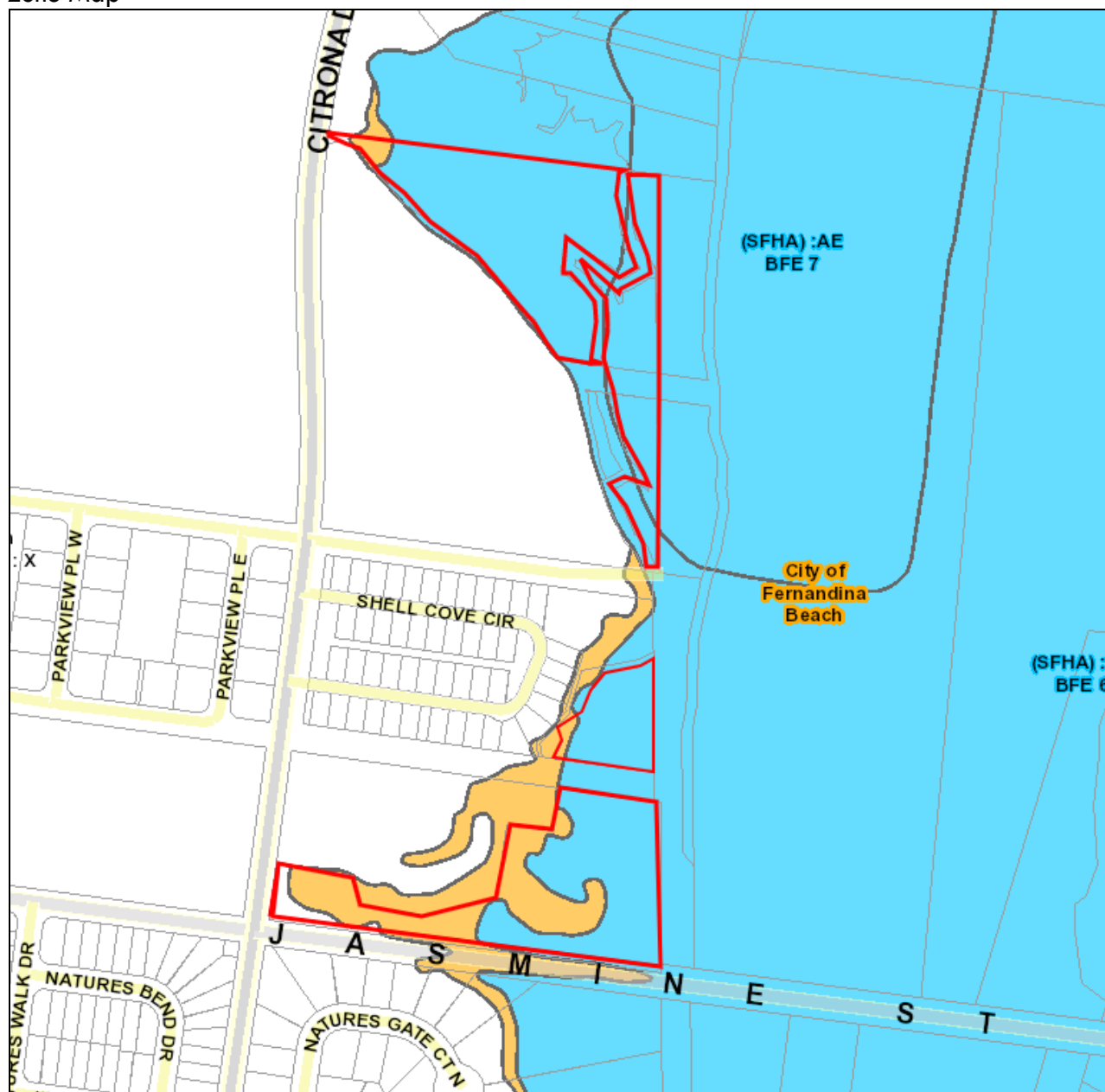
Wetlands Map





STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION

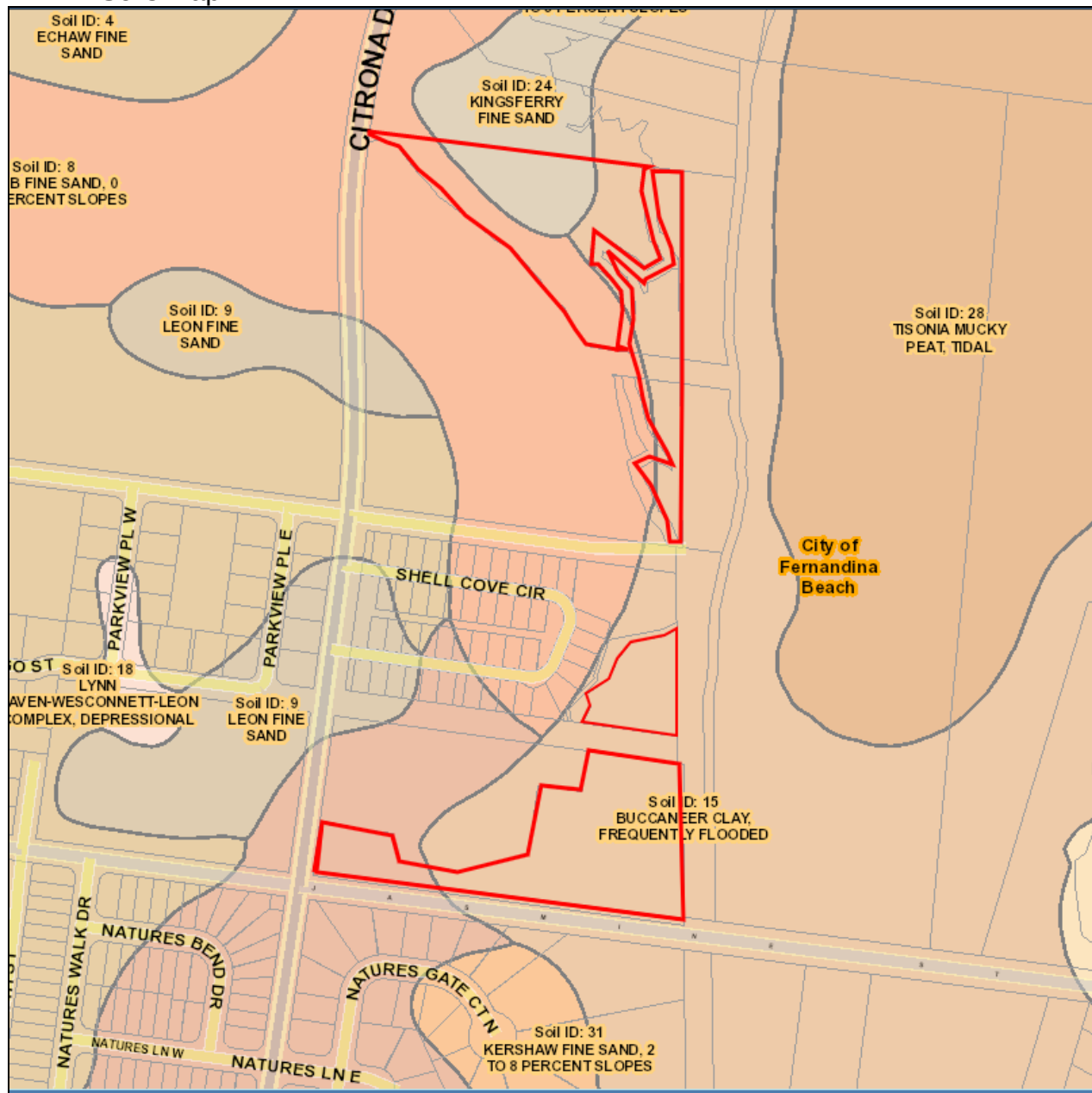
Flood Zone Map





STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION

Soils Map





City of Fernandina Beach

PLANNING DEPARTMENT

September 14, 2015

Greystone Affordable Housing Initiatives LLC
c/o Serena Kefauver
4025 Lake Boone Trail, Suite 209
Raleigh, NC 27607

RE: Post Oak Apartments – Parcel # 00-00-31-1180-0022-0000

The Planning Department is in receipt of your request for information on the above-referenced property. This property carries a Future Land Use designation of **Low Density Residential and Conservation** (Attachment A) and is zoned **R-1, Low Density Residential** (Attachment B). Currently there are six multifamily structures with a total of 42 units on this property.

This property was developed with an application for conditional use (PUD) No. PUD0189 applied for by Midland Properties Partnership. The City Commission granted the Conditional Use with Resolution Number 967 on April 4, 1989 (Attachment C). The property originally totaled 8.22 acres as presented in the Conditional Use application. Today, 996 Citrona Drive is a 3.91 acre parcel with 42 dwelling units. Your specific questions regarding this parcel will be answered as the property is today.

Zoning and Land Development Regulations:

- A. Is this site appropriately zoned for the proposed development? No.** The property is zoned R-1, Low Density Residential.
- B. Indicate zoning designation(s)** R-1, Low Density Residential
- C. Current zoning permits 4 units per acre. Existing Conditions are approximately 10 units per acre.** Net Density as defined in the City's Comprehensive Plan is, "Determined by multiplying the "maximum allowable units per acre" by the "net buildable land area" expressed in acreage. "Net buildable land area" means those contiguous land areas under common ownership proposed for residential development, minus undevelopable environmentally sensitive areas, including wetlands, transitional wetlands, floodplains and waters of the state. Lots adjoining an existing right-of-way may calculate half of the width of that right-of-way as part of the "net buildable land area" definition." I calculated the **maximum number of dwelling units for this parcel at 18 units**. Without a survey to verify the net buildable land area that is just an approximation.
- D. Total number of units in this development? 42**
- E. Is the site appropriately zoned and consistent with local land use regulations regarding density and intended use? No if no, explain.**
Low Density Residential is intended for development of low density single family detached homes on individual lots. Single family attached homes may be allowed through the PUD

process. The low density residential designation is established to protect the quality and character of existing low density single family neighborhoods.

- F. Does the current, applicable Future Land Use Map designation and associated local government Comprehensive Plan Future Land Use Element provisions permit the proposed development? No.**

Policy 1.07.04

Low Density Residential (LDR)

- a. Areas delineated on the FLUM for low density residential development shall accommodate permanent residential development and shall be comprised of single-family detached homes on individual lots. Single family attached homes may be allowed only through the PUD process.
- b. The maximum density shall not exceed four (4) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, consumer preference, and other factors which may be identified in the City's land development regulations.
- c. Supportive community facilities and accessory land uses may be located within areas designated for single-family low density residential uses. The land development regulations shall provide regulatory procedures for considering such uses.
- d. The low density residential designation is established to:
 1. Protect the quality and character of existing low density single family neighborhoods;
 2. Preserve open space;
 3. Prevent encroachment by commercial uses, including hotels, motels, bed and breakfast units, resort rentals, or other forms of transient accommodations, and incompatible non-residential uses;
 4. Encourage densities that are compatible with existing and anticipated future developments;
 5. Promote compatibility with natural features of the land; and,
 6. Minimize the burden on existing and projected supportive public services and facilities within the area.

Policy 1.07.14

Conservation (CON)

- a. Lands that are natural resources such as wetlands shall be included in the Conservation land use designation in order to provide for the maximum long-term protection and preservation of environmentally sensitive natural resource systems. All wetlands, as verified by jurisdictional field delineation, are designated as limited development overlays and shall be protected by policies contained within the Conservation and Coastal Management Element of this plan.
- b. Potentially allowable uses in the Conservation land use category may include: docks, boardwalks, hiking trails, and picnic areas or other passive recreation uses.
- c. Development within the conservation land use category is limited to buildings that are supportive of and accessory to the Conservation land use category, such as an interpretative center, rest rooms, or covered picnic pavilions.
- d. Potentially allowable uses are limited in location and extent, and shall avoid adverse impacts on the hydrologic functions of wetlands, natural systems, habitats, water quality, shorelines, marine life, and coastal resources. Allowable uses shall serve to protect the safety and welfare of the natural resource.



City of Fernandina Beach

PLANNING DEPARTMENT

- e. Any improvement within Conservation areas shall be developed using low impact development (LID) practices and sustainable building strategies.

Outstanding zoning and/or building violations:

- A. Are there any outstanding zoning or building violations? Yes. If yes, please list in detail.** There are three expired building permits listed below.
1. **2003-4211** Electrical Permit, 60 AMP subfeed for well pump irrigation.
Expired 5/29/2004
 2. **2010-1323** Mechanical Permit, Install one 1.5 ton HVAC unit only.
Expired 2/06/2011
 3. **2010-1944** Electrical Permit, Replace wiring & 2 fixtures due to small kitchen fire in unit #2301. Expired 5/14/2011

Rebuild ability threshold:

- A. What is the threshold to rebuild the property should it be destroyed?**

LDC Section 10.01.01(E) Nonconforming Situations

If a structure located within the city receives storm damage or other structural in excess of fifty (50%) of the appraised value of the structure, such structure may be replaced in compliance with current laws and ordinances, including those enacted since the construction of the subject structure. If the structure was non-conforming based on density or zoning, it may be re-constructed at no greater non-conformity than prior to when it was damaged. In no instance may any non-conformity be expanded.

Minimum Building Setbacks:

- A. What are the minimum setback requirements?**

- Maximum Building Height- 35 ft. (measured from approved finished grade to peak of roof)
- Front Setback – 25 ft. (measured from property line)
- Rear Setback – 20 ft. (measured from property line)
- Side Setback – 10% of lot width (Each side yard setback increases by one-half (1/2) foot for each one (1) foot, or fraction thereof, of building heights above 25 feet up to a maximum building height of 35 feet)

Parking Ratio:

- A. What are the parking requirements for the property?**

LDC Section 7.01.04(A) Parking Space Requirements

Multi-family dwellings are required to have 2 spaces per dwelling unit. There are 42 dwelling units requiring 84 parking spaces. The approved site plan shows 84 parking spaces.

Legal Conforming or Legal Non-conforming

A. Is the property a legal conforming or legal non-conforming use?

996 Citrona Drive is a legal non-conforming property. It was developed as a Conditional Use PUD, granted by Resolution 967. Legal non-conforming means a structure that was legally permitted at the time of its construction prior to subsequent changes in the code which changes would no longer permit the re-establishment of such structure, including nonconformity with current density, floor area ratio, parking, structure setback, impervious surface ratio or lot coverage. The structure being nonconforming does not restrict you from making renovations. Nonconforming structures shall not be expanded except where such expansions meet all requirements of the Land Development Code. The Land Development Code does not inhibit you from making interior or exterior renovations.

A complete version of the City's Land Development Code can be viewed online at <http://www.fbfl.us/LDC>. Please note that this zone is also governed by the City's Comprehensive Plan, found at <http://www.fbfl.us/compplan>.

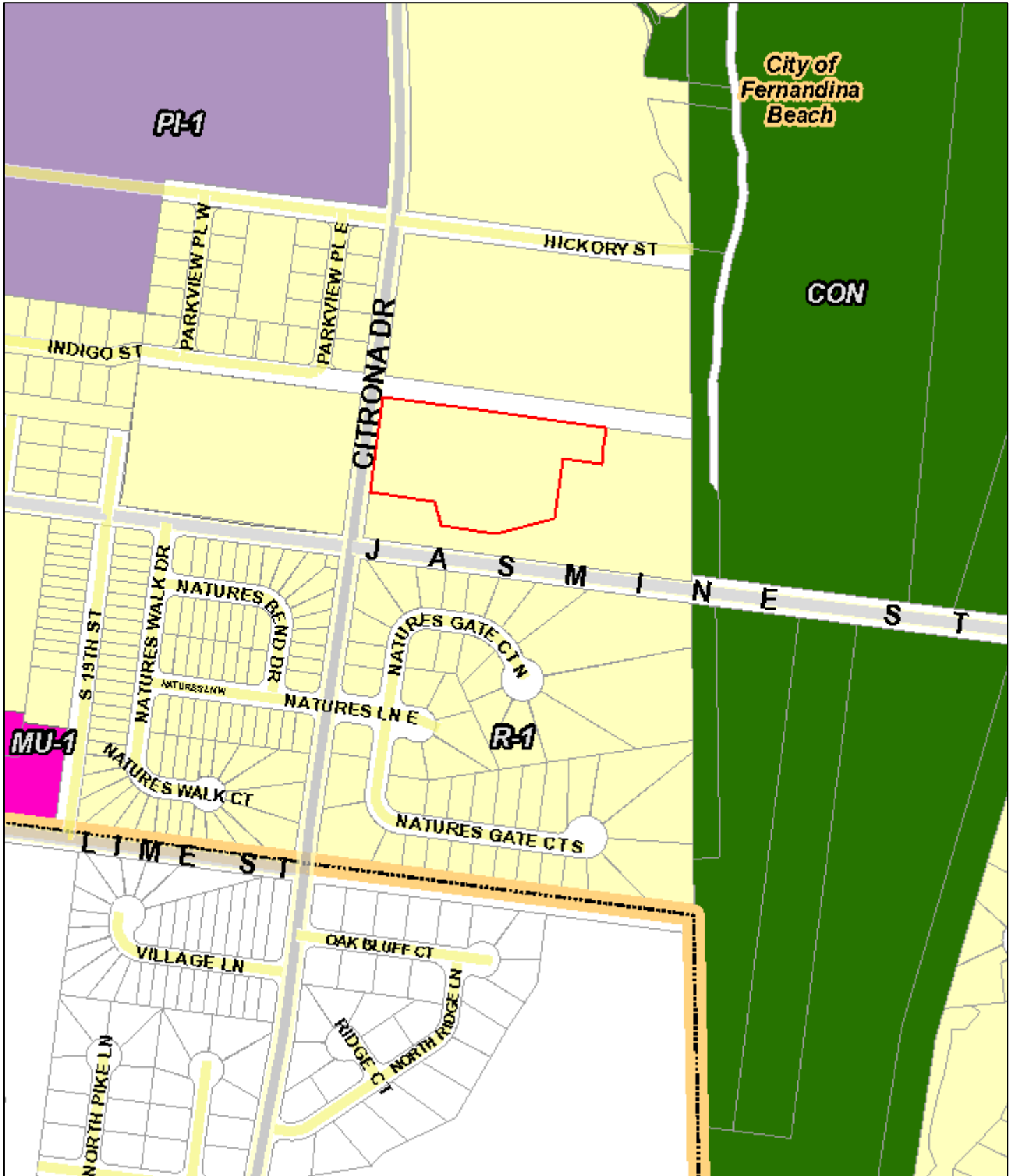
If you have any further questions regarding this due diligence report please contact the Planning Department at (904) 310-3135.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Platt' with a stylized flourish.

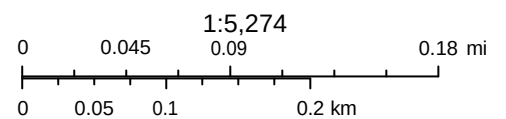
Jacob M. Platt
Planner 1 |

ZONING



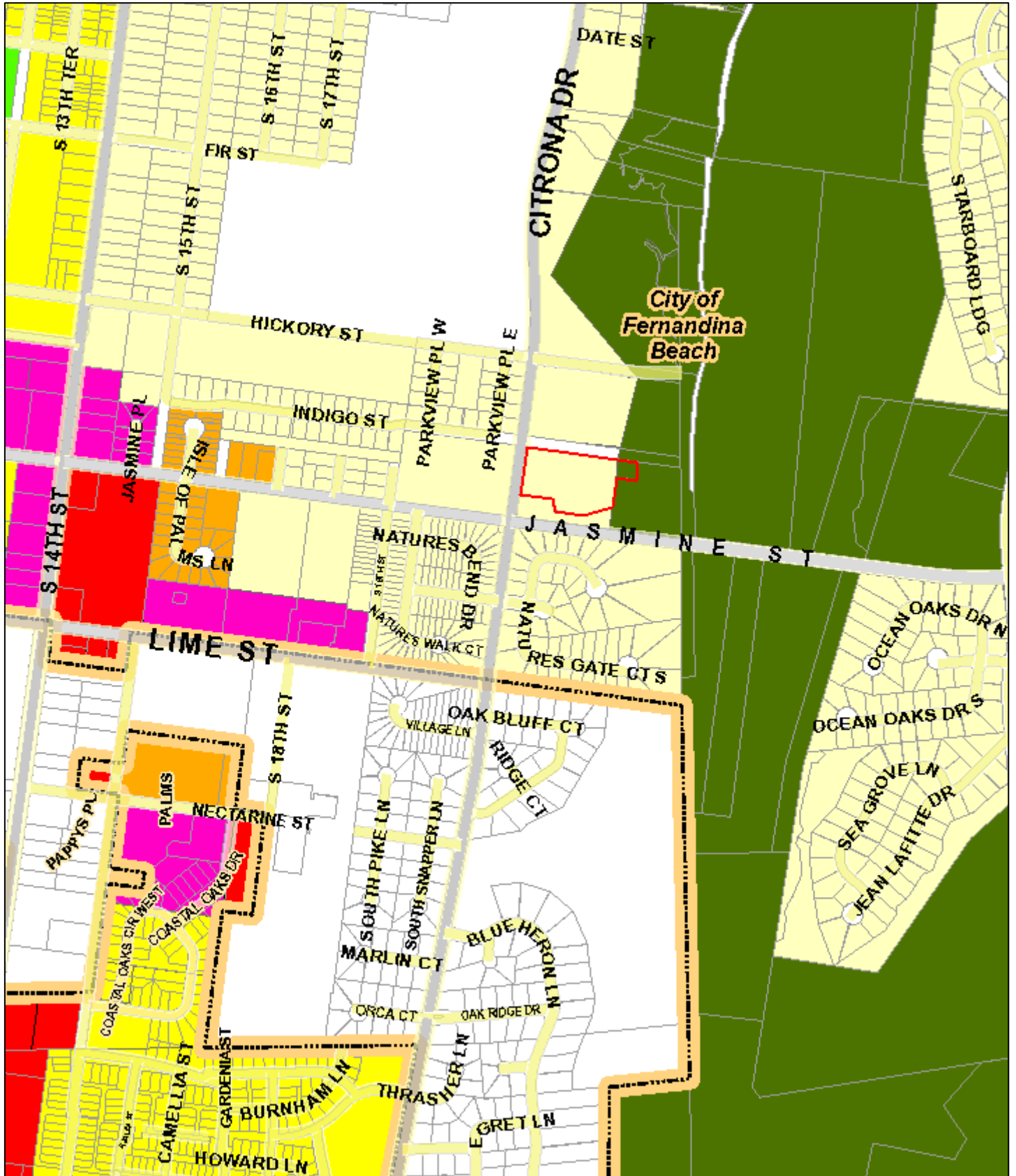
September 14, 2015

Land Parcels	R-1	OT-1	PI-1
City of F.B. Zoning	RLM	OT-2	CON
C-1	R-2	W-1	REC
C-2	R-3	IW	
C-3	RE	I-1	
MU-1	R-1-IG	IA	

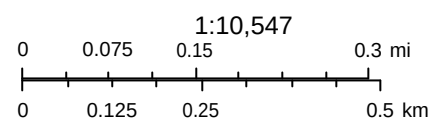
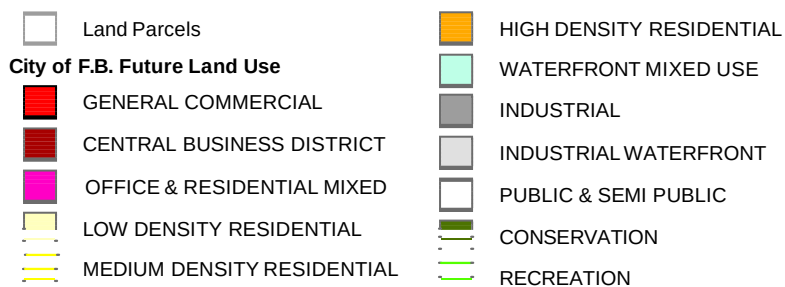


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

FLUM



September 14, 2015



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

RESOLUTION NUMBER 967

IN RE: APPLICATION FOR CONDITIONAL USE (PUD) NO. PUD0189

WHEREAS, Midland Properties Partnership has applied for a Conditional Use, for a Planned Unit Development (PUD), under Sections 26-10.3 and 26-11 (K) of the Code of Ordinances of the City of Fernandina Beach, Florida, Application No. PUD0181 and

WHEREAS, the Planning Advisory Board has considered such application and rendered its report and recommendations on the same; and

WHEREAS, Notice of Hearing on such application was published in the News-Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on March 1, 1989 and on March 8, 1989; and also posted on the subject property; and

WHEREAS, a public hearing was held on such application by the City Commission of the City of Fernandina Beach, Florida, on April 4, 1989; and

WHEREAS, after consideration of the testimony and evidence presented on such application and at the public hearings thereon, the City Commission made the following findings:

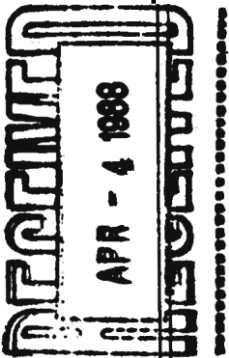
A. That the Commission is empowered under Sections 26-11 and 26-10.3 of the Zoning Code of the City of Fernandina Beach, to grant the conditional use (PUD) described in the application.

B. That the grant of the conditional use will not adversely affect the public interest of health, safety and welfare.

C. That the specific rules governing the conditional use, if any, as required by Section 26-10.3 of the Zoning Code have been met, and that satisfactory provisions and arrangements have been made concerning those certain matters specified in Section 26-11(K) (4), (a) through (h) of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use (PUD) No. PUD0189, filed by Midland Properties Partnership be and the same is hereby approved, subject to the following conditions:

1. That the property shall remain as a unified tract of 8.22 acres without any development activity in the greenbelt or landfill area.
2. A sidewalk or paved walkway from the development area to the Jasmine Street/Citrona Drive intersection will be provided.
3. The Planned Unit Development will contain the same rental criteria, for the same duration, as the FmHA project requires, and, for the duration of the provision, the project shall not be converted to condominium form of ownership.
4. Deceleration and acceleration lanes shall be provided as approved by the County Engineer.
5. The access to the development is subject to approval of the County Engineer.
6. Fencing is to be provided along Jasmine Street, but without visual interference with intersection traffic.
7. Plans for storm water and street lighting to be provided.



RONNIE SAPP
Mayor-Commissioner

VICKI P. WINGATE
City Clerk



715 S. 6TH STREET
ZONING MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0288-0060 WALKER GERALDINE
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	715 S. 6 TH Street Single Family Home Built in 2000 and Accessory Structures
CURRENT LAND USE + ZONING:	Future Land Use Map: Medium Density Residential Zoning: Industrial
PROPOSED LAND USE + ZONING:	Amend the Zoning Map from Industrial (I-1) to Medium Density Residential (R-2)
EXISTING USES ON SITE:	Single-Family Home constructed in 2000 with ancillary structures (Homesteaded)
PROPERTY SIZE:	0.23 Acres of Land

DATA AND ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X	None Noted	11 ft to 12 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Home/ vacant lots	1900	I-1 (vacant section only)/R-2	Industrial (vacant section only) /Medium Density Residential
	South	Single Family Home	1941	I-1	Medium Density Residential/ Industrial
	East	Single Family Home	2000	R-2	Medium Density Residential
	West	Unimproved Public ROW (S.5 th Street) abutting CSX transportation building/offices	N/A	I-1	Industrial
APPLICABLE	1.02.02 (adequate public services);				



STAFF REPORT
715 S. 6th Street

COMPREHENSIVE PLAN POLICIES:	1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.05 (medium density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.04 (R-2 zoning district); 2.01.20 (CON zoning district); 2.03.03 (Table of Accessory Uses); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	In order to correct the zoning conflict and ensure protection of the current use of the structure and its ancillary structures staff recommends that the board approve the following actions: 1. Amend Zoning Map for approximately 0.23 acres of land from Industrial (I-1) to Medium Density Residential (R-2) Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT
715 S. 6th Street

MAP EXHIBITS & PROPERTY IMAGES:

715 S. 6th Street Photo + 2019 Aerial



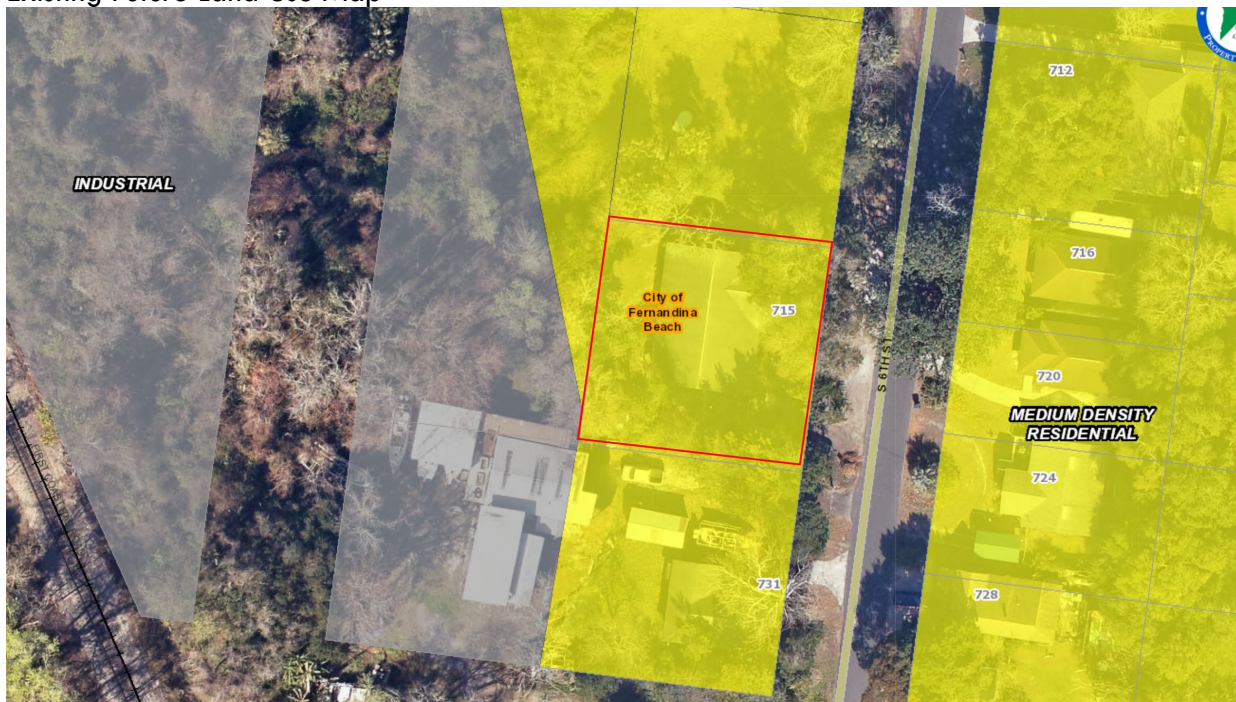


STAFF REPORT
715 S. 6th Street

Existing Zoning District I-1 (Request is to change entire parcel to R-2 to match FLUM)



Existing Future Land Use Map





STAFF REPORT 715 S. 6th Street

Approximate location of nearest wetlands:



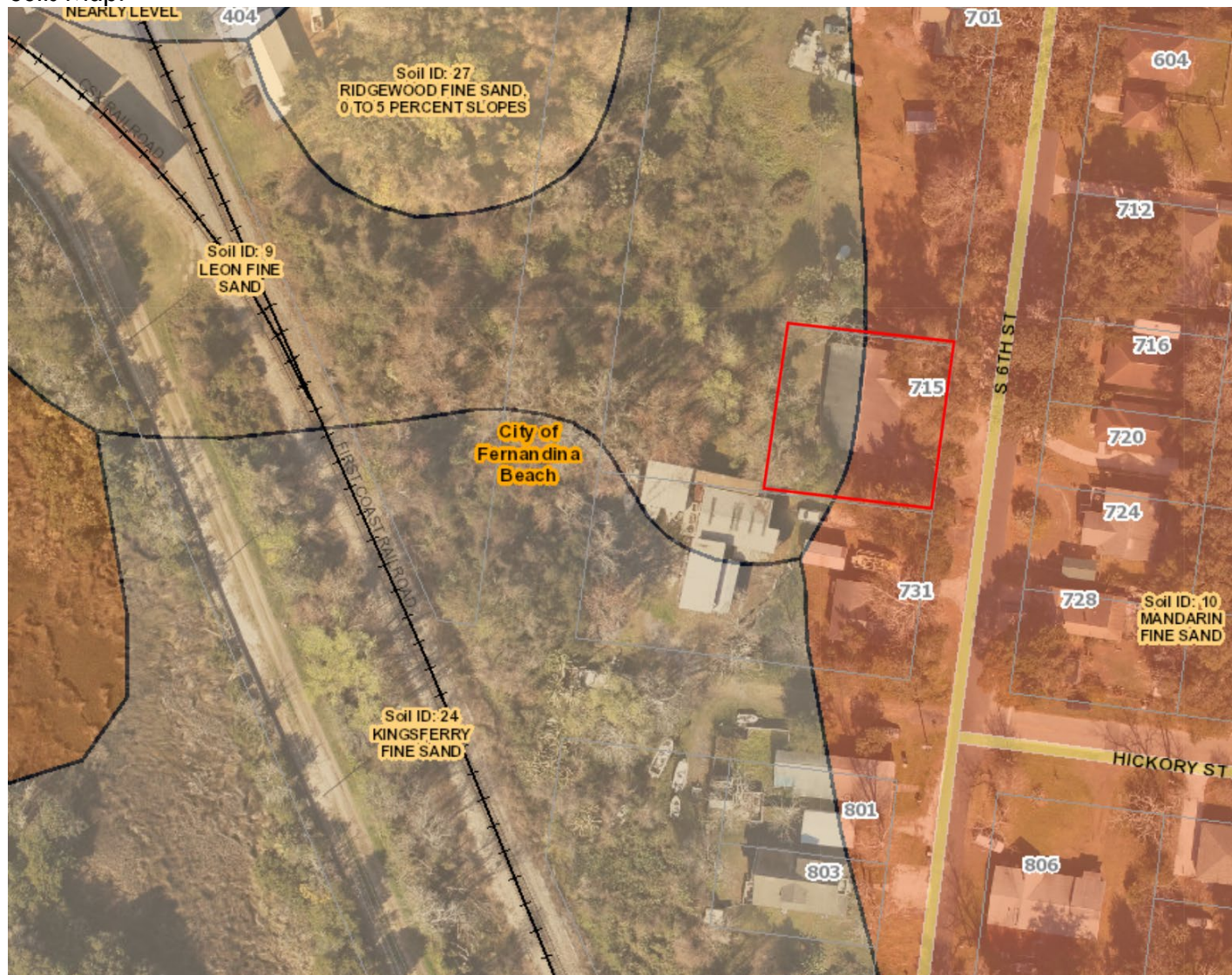
Flood Zone:





STAFF REPORT
715 S. 6th Street

Soils Map:





An aerial photograph of a residential property in Fernandina Beach, Florida. The property is outlined in red and contains a large, dark-roofed house with a swimming pool. The house is surrounded by dense green trees. A yellow line outlines a smaller area within the property. The map includes a grid with numbers 10, 11, and 12, and a street labeled 'S 6TH ST'. The text 'City of Fernandina Beach' is overlaid on the house.



731 S. 6TH STREET
FLUM AND ZONING MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0288-0040 YORK WAYNE & BETTY R				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	731 S. 6 TH Street Single Family Home Built in 1941 and Accessory Structures				
CURRENT LAND USE + ZONING:	Split Future Land Use Map of Medium Density Residential (MDR) for 0.23 acres and Industrial (Ind) for 0.23 acres of Land Zoning: Industrial for 0.46 acres of land				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for approximately 0.23 acres of land located on the western half of the property from Industrial (IND) to Medium Density Residential (MDR) 2. Amend Zoning Map for approximately 0.46 acres of land for approximately 0.46 acres of land from Industrial (I-1) to Medium Density Residential (R-2)				
EXISTING USES ON SITE:	Single-Family Home constructed in 1941 with ancillary structures (Not Homesteaded)				
PROPERTY SIZE:	0.46 Acres of Land				
DATA AND ANALYSIS					
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	None Noted	12 ft to 8 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Home	2000	Industrial	Medium Density Residential
	South	Single Family Home	1925	R-2	Medium Density Residential
	East	Single Family Home	1920	R-2	Medium Density Residential
	West	Unimproved	N/A	I-1	Industrial



STAFF REPORT
731 S. 6th Street

	Public ROW (S.5 th Street) abutting CSX transportation building/offices			
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.05 (medium density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan			
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.04 (R-2 zoning district); 2.01.20 (CON zoning district); 2.03.03 (Table of Accessory Uses); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC			
STAFF RECOMMENDATION:	In order to correct the current land use and zoning conflict and ensure protection of the current use of the structure and its ancillary structures staff recommends that the board approve the following actions: 1. Amend Future Land Use Map for approximately 0.23 acres of land located on the western half of the property from Industrial (IND) to Medium Density Residential (MDR) 2. Amend Zoning Map for approximately 0.46 acres of land for approximately 0.46 acres of land from Industrial (I-1) to Medium Density			



STAFF REPORT
731 S. 6th Street

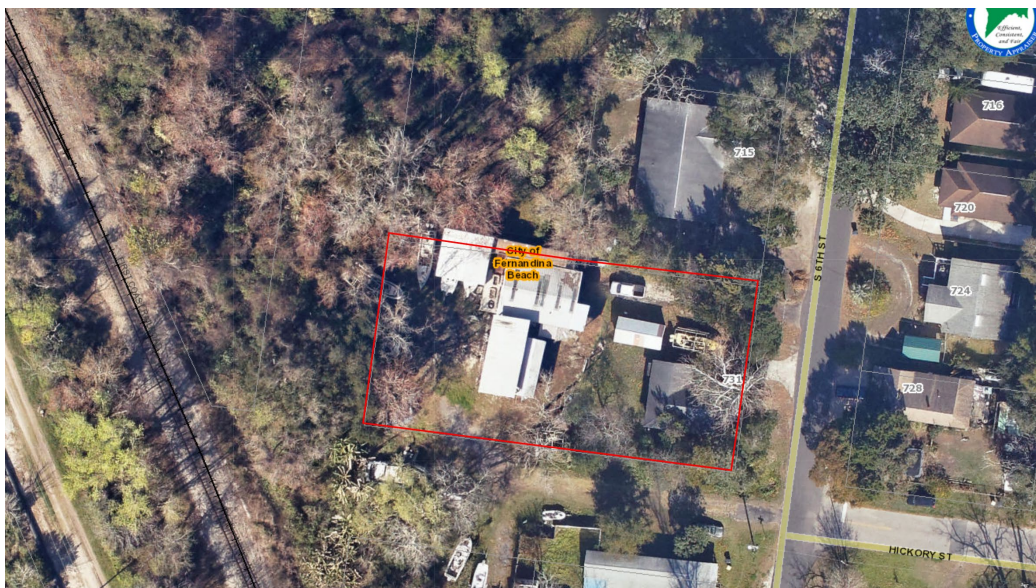
	Residential (R-2)
	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT
731 S. 6th Street

MAP EXHIBITS & PROPERTY IMAGES:

731 S. 6th Street Photo + 2019 Aerial



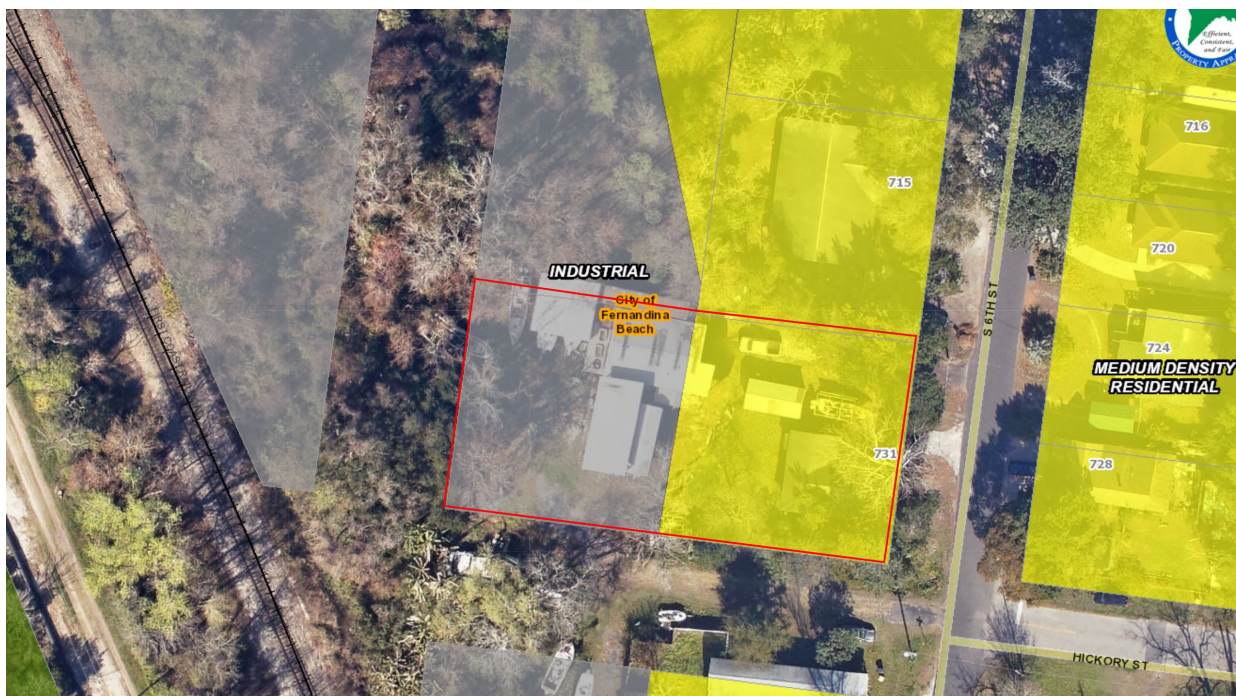


STAFF REPORT 731 S. 6th Street

Existing Zoning District



Existing Future Land Use Map



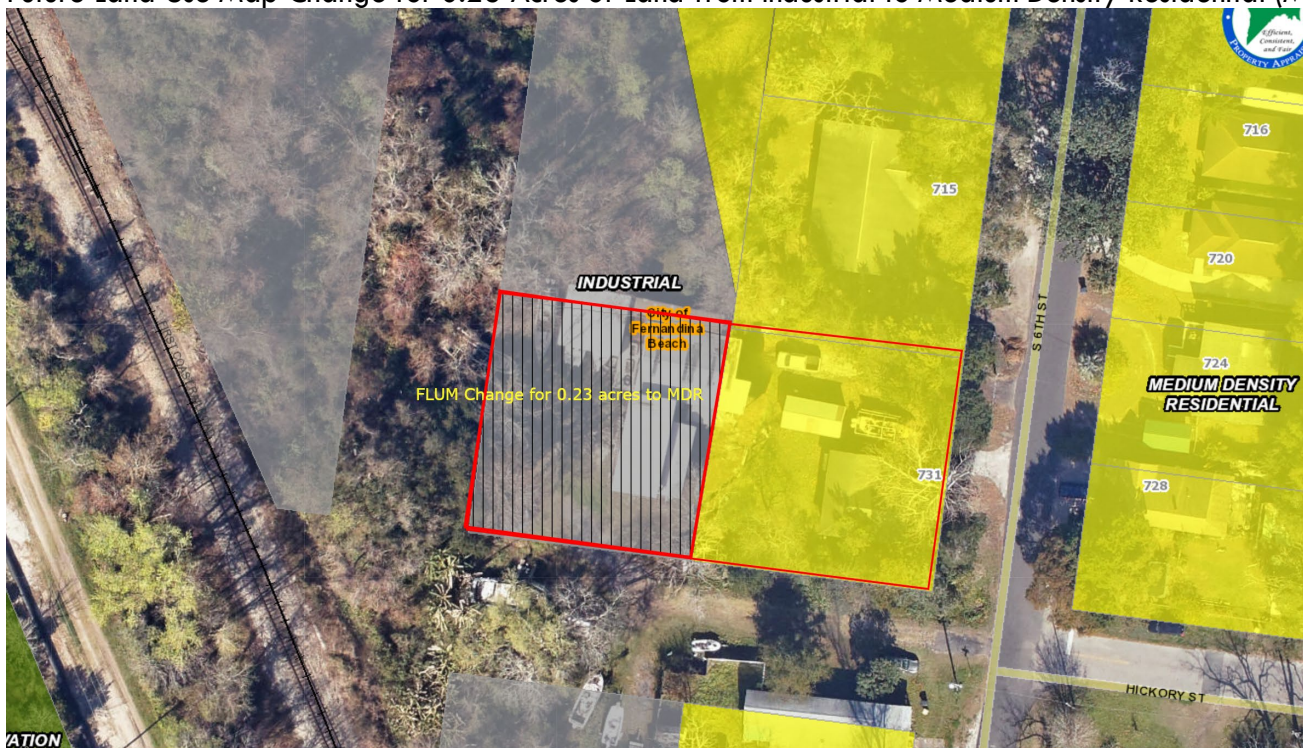


STAFF REPORT
731 S. 6th Street

Change of Zoning from I-1 to R-2 for 0.46 acres of land



Future Land Use Map Change for 0.23 Acres of Land from Industrial to Medium Density Residential (MDR)



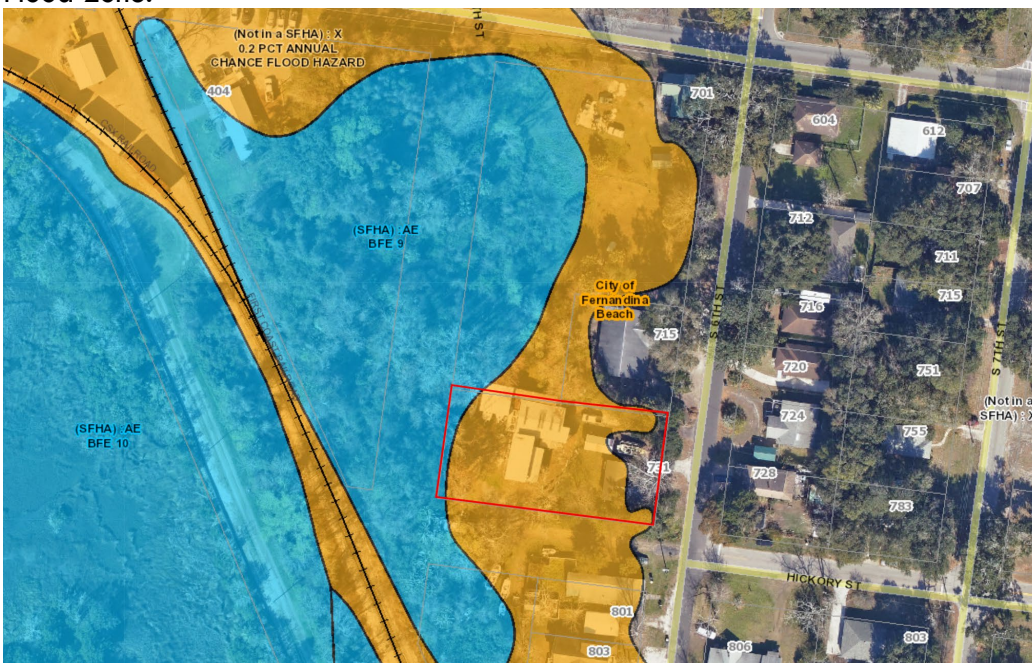


STAFF REPORT 731 S. 6th Street

Approximate location of nearest wetlands:



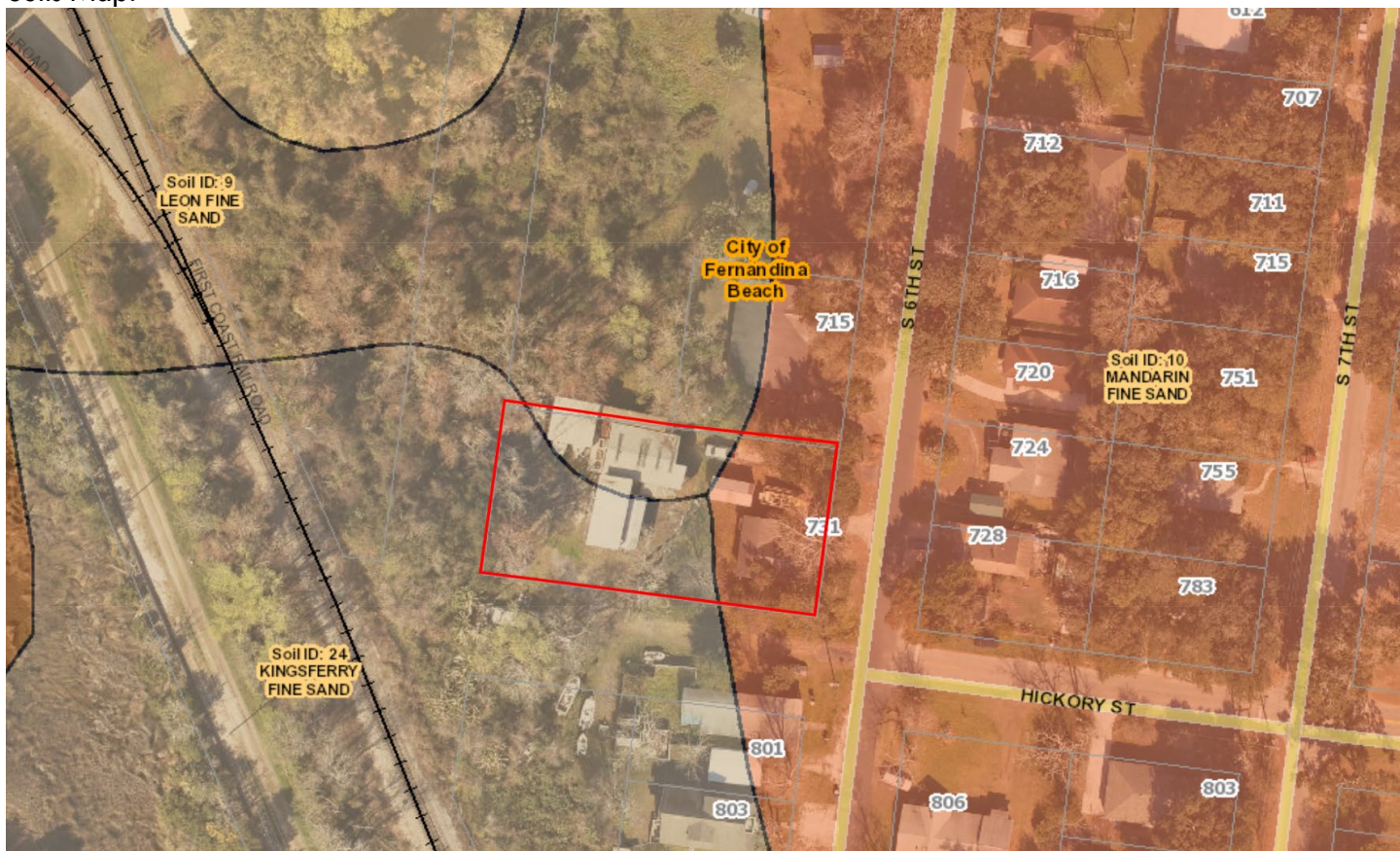
Flood Zone:





STAFF REPORT
731 S. 6th Street

Soils Map:





STAFF REPORT
731 S. 6th Street

Topography:





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

**NORTH POINTE - 925 TARPON AVE
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1470-0001-0000
	00-00-31-1470-0002-0000
	00-00-31-1470-0003-0000
	00-00-31-1470-0004-0000
	00-00-31-1470-0005-0000
	00-00-31-1470-0006-0000
	00-00-31-1470-0007-0000
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	00-00-31-1470-000A-0000
	00-00-31-1470-000B-0000
	00-00-31-1470-0010-0000
	00-00-31-1470-0011-0000
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	00-00-31-1470-0026-0000
	00-00-31-1470-0027-0000
	00-00-31-1470-0028-0000
	00-00-31-1470-0029-0000
	00-00-31-1470-0030-0000
	00-00-31-1470-00E1-0000
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	925 TARPON AVE – NORTH POINTE CONDOS TOWNHOUSE CONDOS CONSTRUCTED IN 1982
CURRENT LAND USE + ZONING:	General Commercial FLUM and R-2 Zoning



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

PROPOSED LAND USE + ZONING:	Amend Future Land Use Map from General Commercial to Medium Density Residential				
EXISTING USES ON SITE:	Single Family Home Constructed in 1920				
PROPERTY SIZE:	0.1 Acres of Land				
	DATA AND ANALYSIS				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	AE	NONE	7-8 FEET	SAND	IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	State Park	N/A	REC	Recreation
	South	Single Family Homes	Varies	R-2	Medium Density Residential
	East	Single Family Homes	Varies	R-2	Medium Density Residential
	West	State Park	N/A	REC	Recreation
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.06 (high density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.05 (R-3 zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management);				



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

	4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	The change is requested to align the Zoning Map with the current Future Land Use Map as directed under Ordinance 2019-05. Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



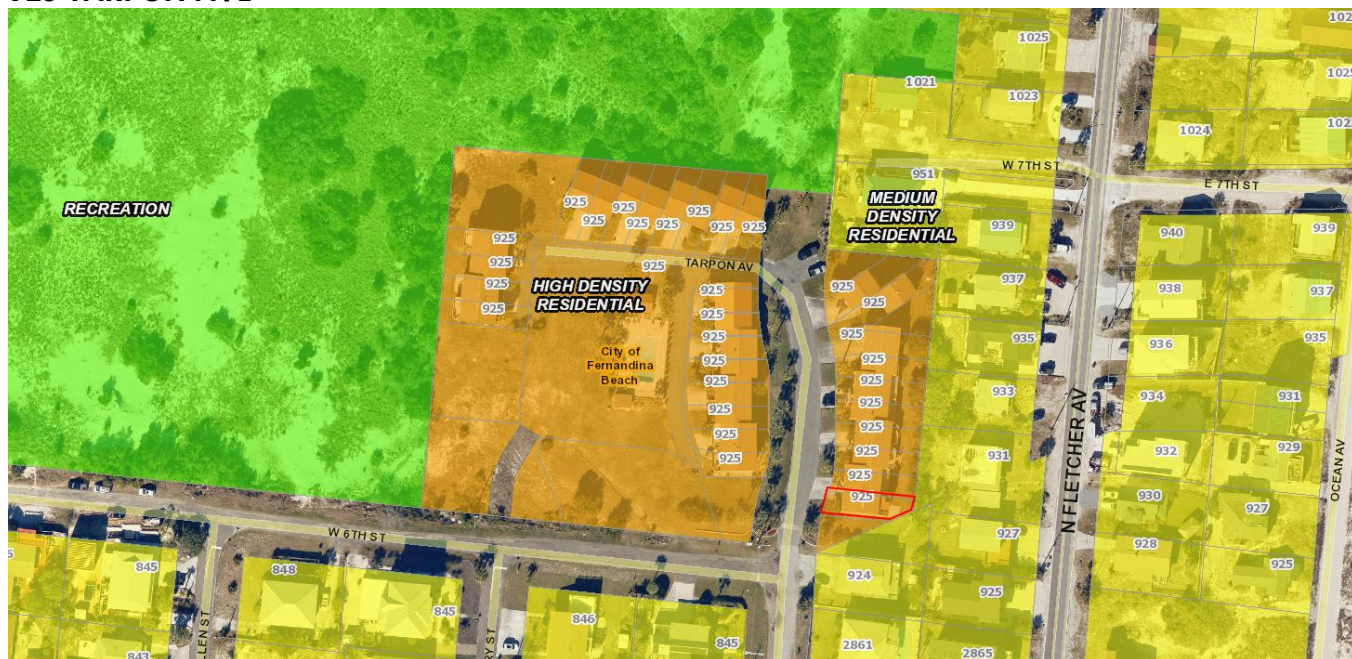
STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE
NORTH POINTE Photo + 2019 Aerial



NORTH POINTE CURRENT FLUM:



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

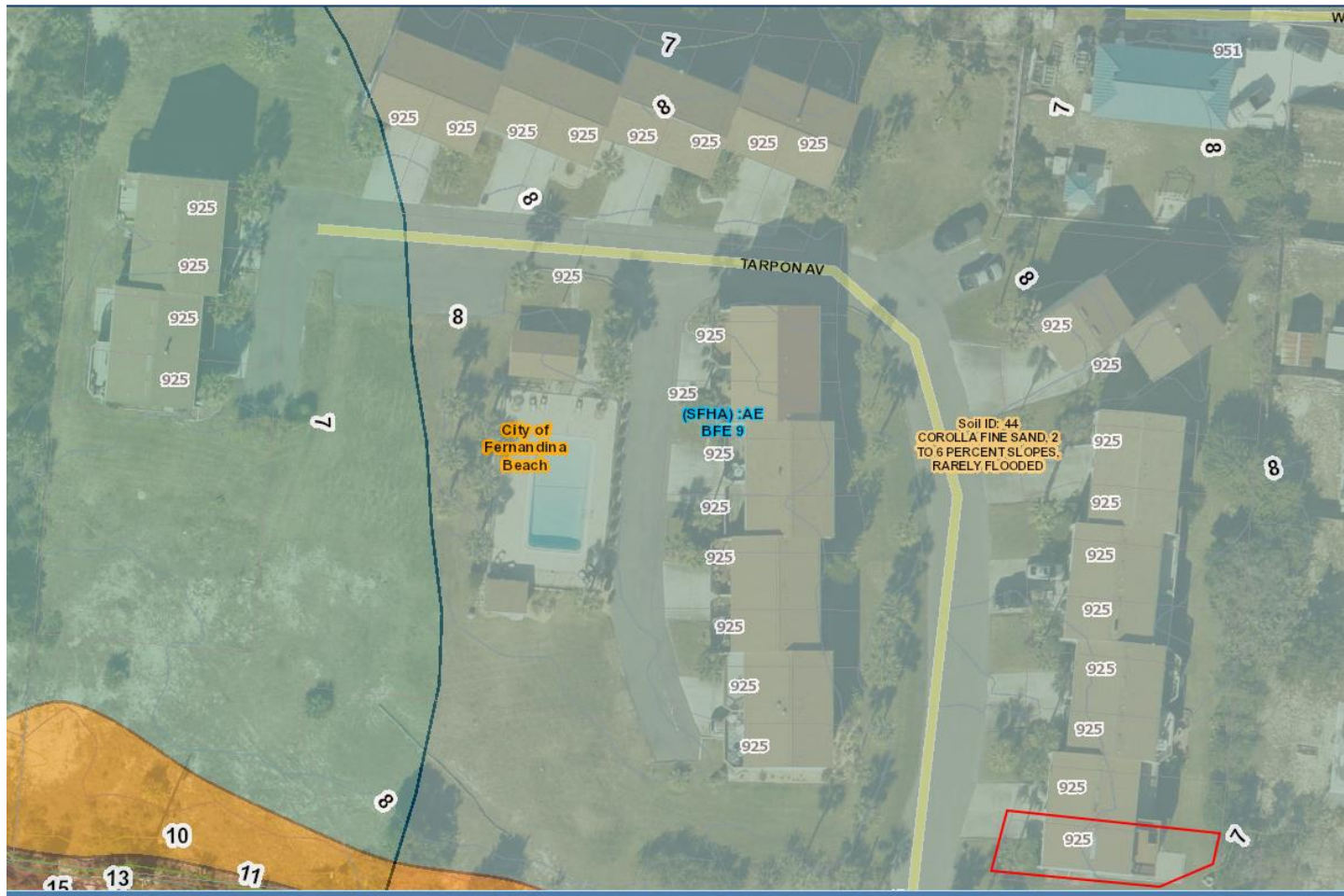






**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE- COMBINED ENVIRONMENTAL FEATURES MAP





STAFF REPORT
1900 Amelia Trace Ct

1900 AMELIA TRACE CT
ZONING MAP MAP CHANGE

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	20-3N-29-0000-0014-0150 SLM AMELIA ISLAND LLC
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	1900 Amelia Trace Court Assisted Living Facility
CURRENT LAND USE + ZONING:	General Commercial MU-1
PROPOSED LAND USE + ZONING:	General Commercial C-1
EXISTING USES ON SITE:	Assisted Living Facility Built in 1997
PROPERTY SIZE:	7.06 Acres

DATA AND ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	AE/ X	Approximately 7,300 sq. ft.	27-0 feet	Fine Sand	NOT IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	NA	CON	Conservation
	South	Offices	2004	C-1	General Commercial
	East	Hotel	1986	C-1	General Commercial
	West	Vacant	NA	CON	Conservation
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.08 (mixed use transition areas); 1.02.09 (smooth land use transition and buffering); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts);				



STAFF REPORT
1900 Amelia Trace Ct

	Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01 (C-1 zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT
1900 Amelia Trace Ct

MAP EXHIBITS & PROPERTY IMAGES:

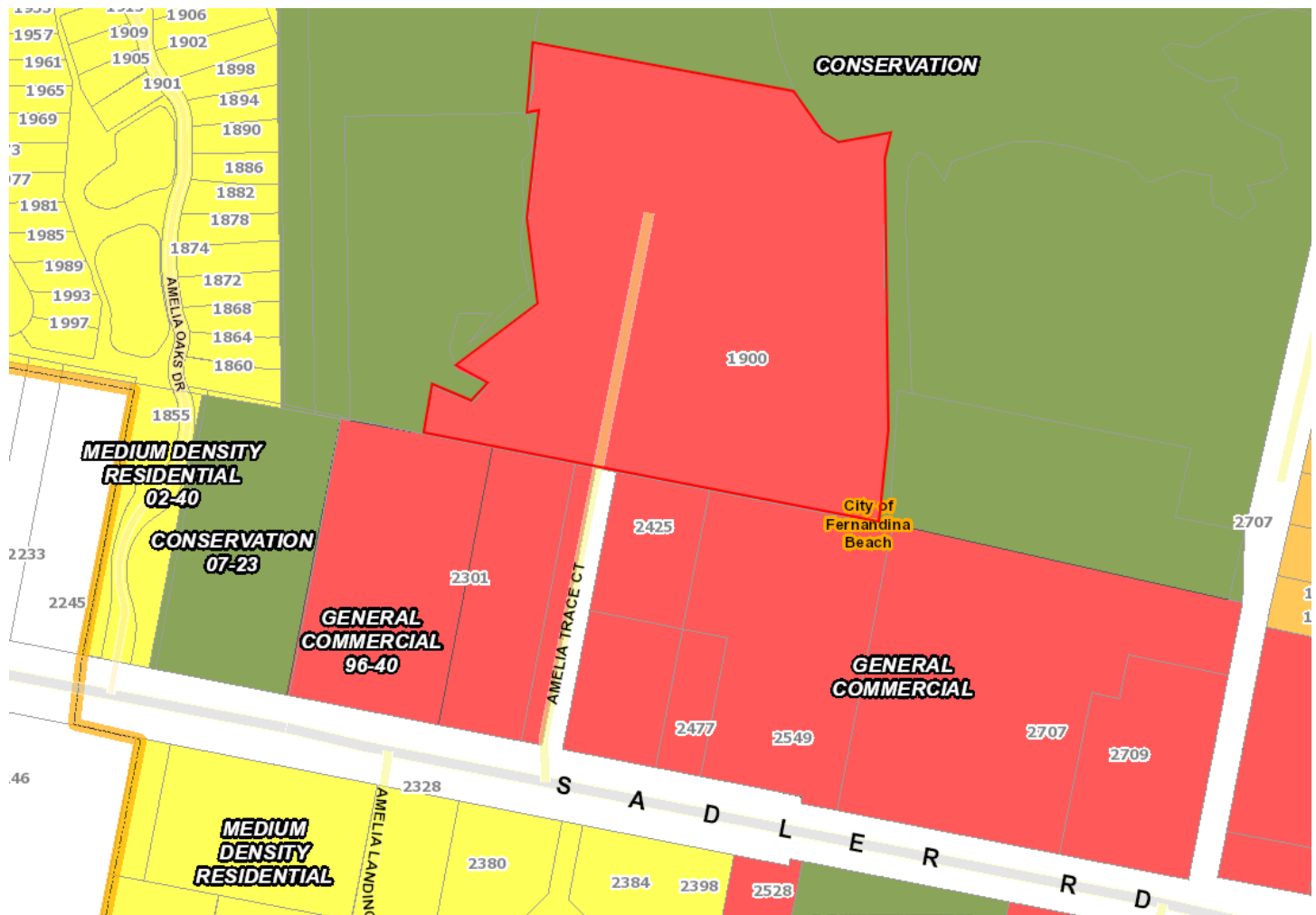
1900 Amelia Trace Court Photo + 2019 Aerial





STAFF REPORT 1900 Amelia Trace Ct

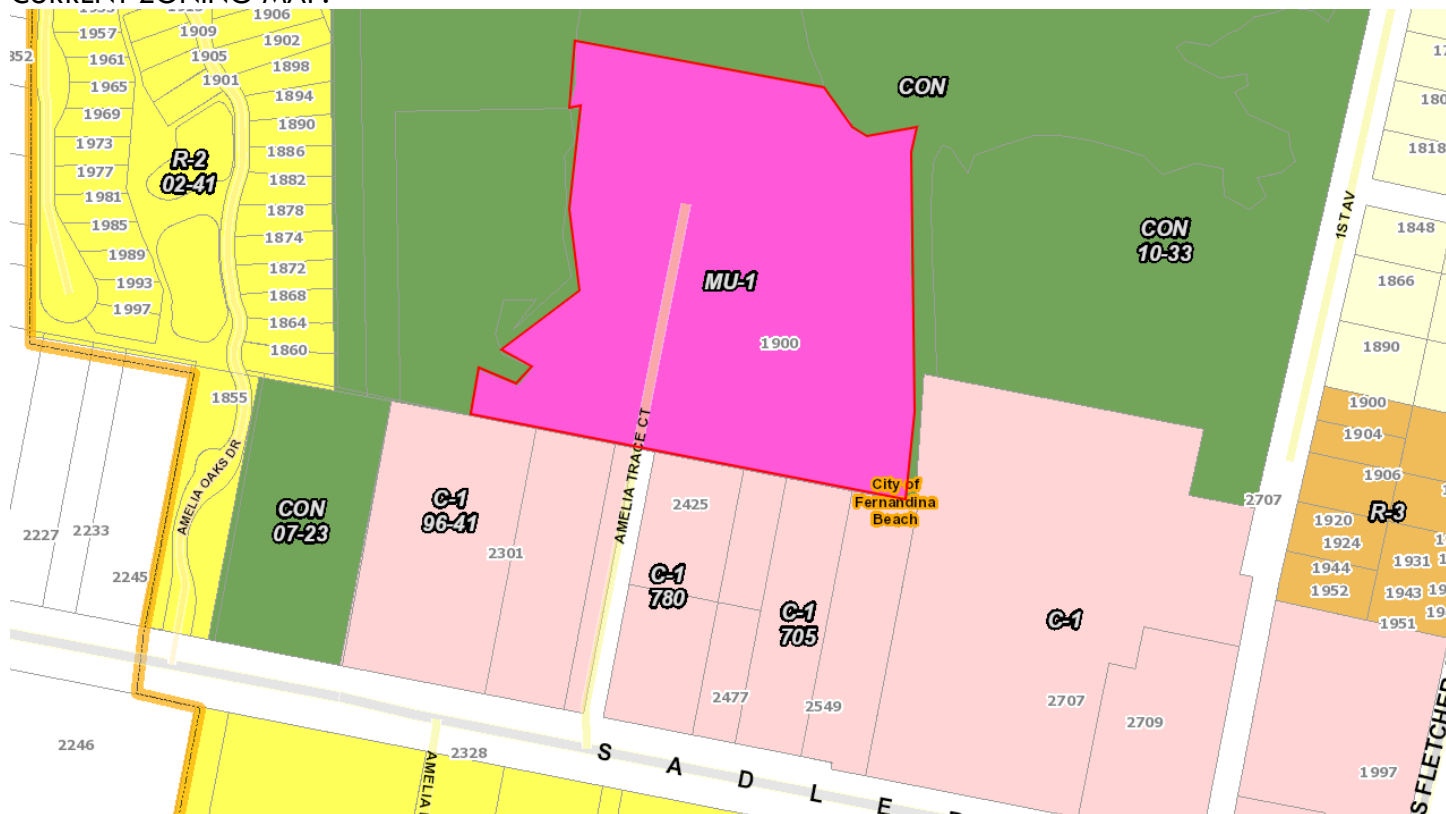
CURRENT FLUM:





STAFF REPORT 1900 Amelia Trace Ct

CURRENT ZONING MAP:





STAFF REPORT
1900 Amelia Trace Ct

Wetlands Map





STAFF REPORT
1900 Amelia Trace Ct

Flood Zone Map:





STAFF REPORT 1900 Amelia Trace Ct

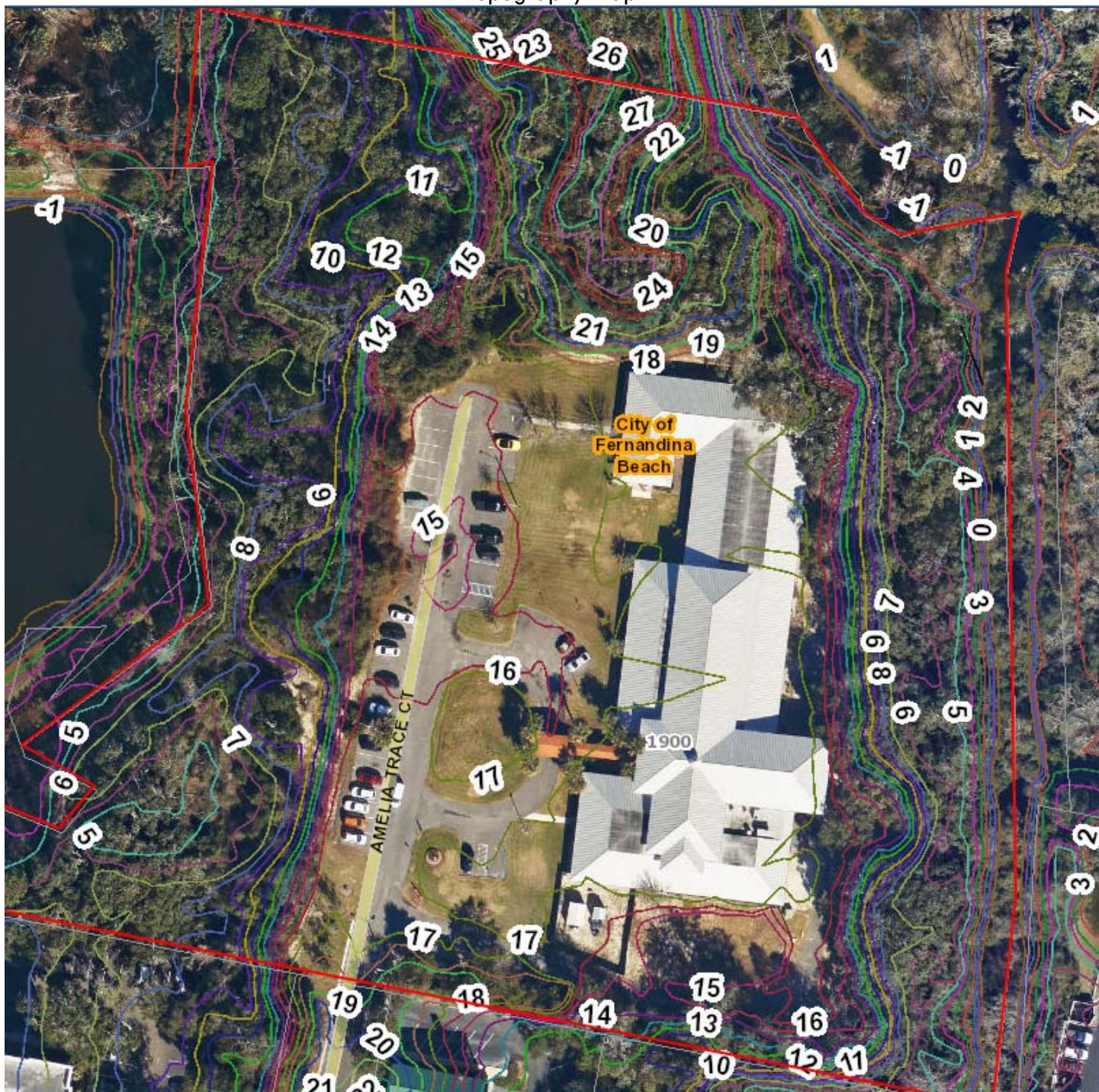
Soils Map:





STAFF REPORT
1900 Amelia Trace Ct

Topography Map:





212 S 14TH STREET
FLUM MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0261-0021 PAGE DAVID P JR MD & KIMBERLY
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	212 S. 14 TH STREET DUPLEX
CURRENT LAND USE + ZONING:	LOW DENISTY RESIDENTIAL FUTURE LAND USE MAP CATEGORY AND MU-1 (MIXED USE) ZONING
PROPOSED LAND USE + ZONING:	MIXED USE FUTURE LAND USE MAP CATEGORY TO MATCH MU-1 ZONING
EXISTING USES ON SITE:	DUPLEX CONSTRUCTED IN 1966
PROPERTY SIZE:	0.21

DATA AND ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X	NONE	25 FEET	SAND	NOT IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	DUPLEX	1958	C-1	GENERAL COMMERCIAL
	South	MEDICAL OFFICE	1954	MU-1	MIXED USE
	East	VACANT	N/A	R-1	LOW DENSITY RESIDENTIAL
	West	FIRE STATION	1996	R-2	MEDIUM DENSITY RESIDENTIAL
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.08 (mixed use transition areas); 1.02.09 (smooth land use transition and buffering); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.07 (mixed use land use category); 3.01.05 (provision of land use for housing);				



STAFF REPORT
212 S. 14TH STREET

	4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01 (MU-1 zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT
212 S. 14TH STREET

MAP EXHIBITS & PROPERTY IMAGES:

212 S 14TH STREET Photo + 2019 Aerial

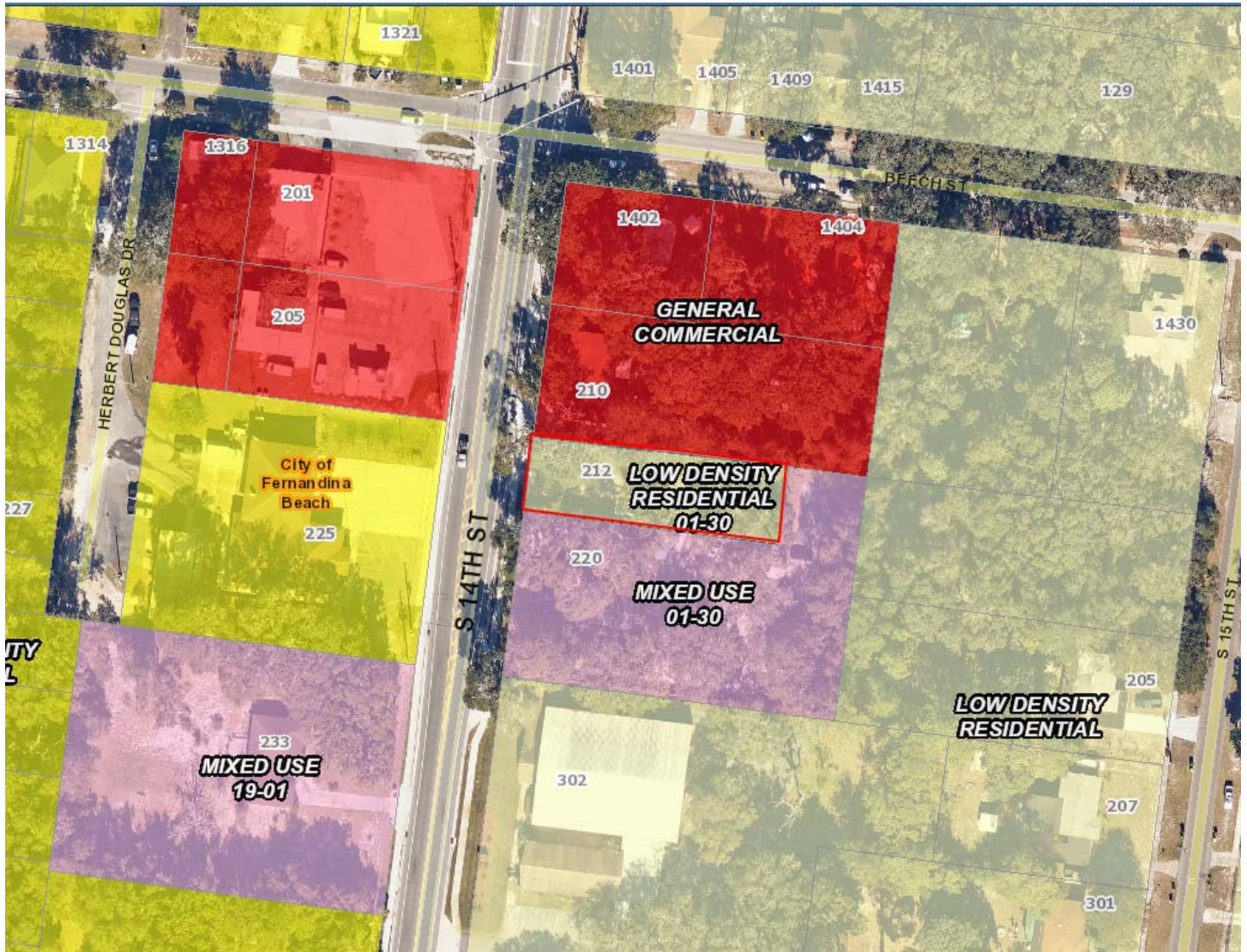
Google Street View





STAFF REPORT
212 S. 14TH STREET

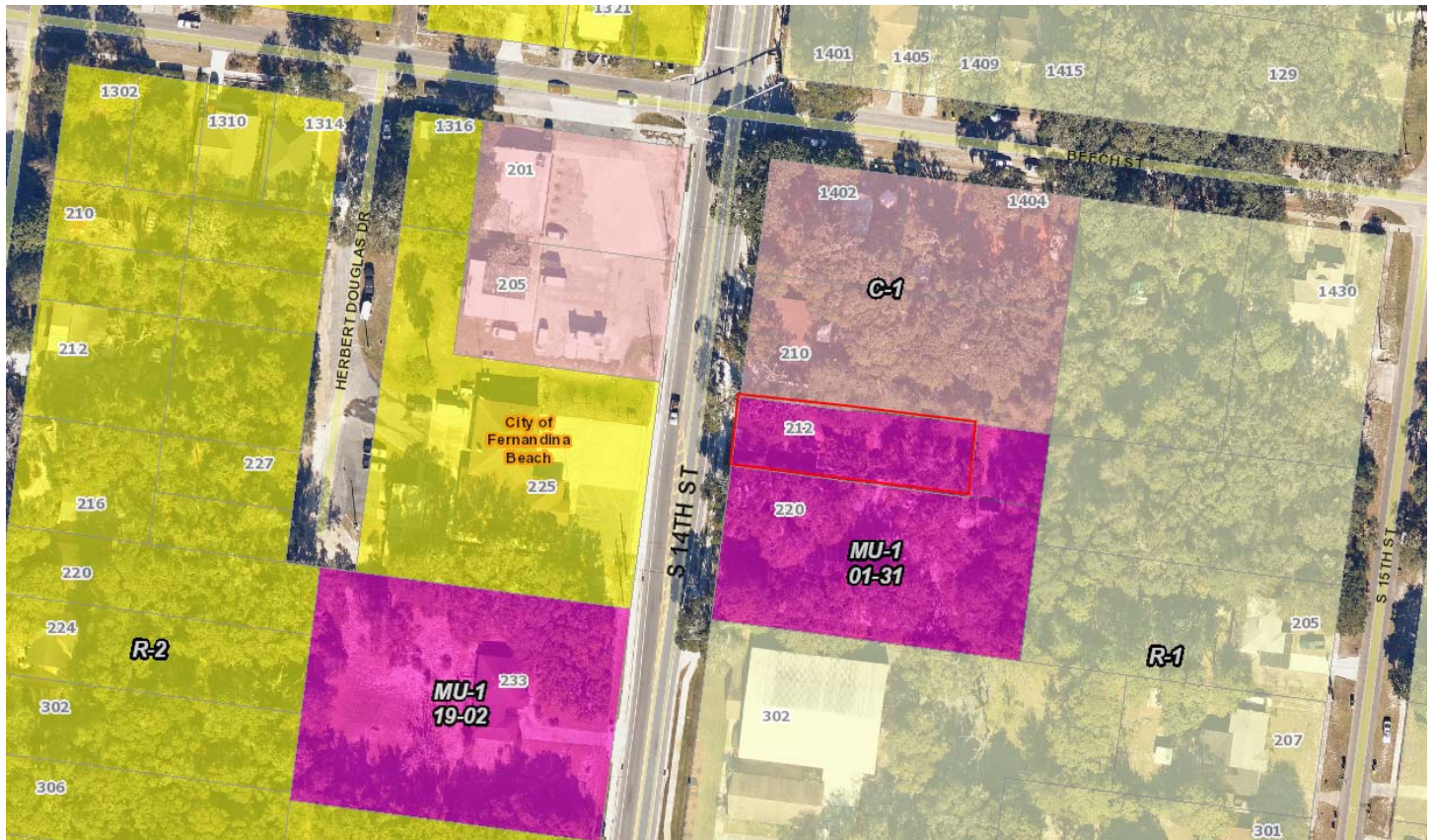
212 S 14th STREET CURRENT FLUM:





STAFF REPORT
212 S. 14TH STREET

212 S 14TH STREET CURRENT ZONING MAP:





STAFF REPORT
212 S. 14TH STREET

212 S 14TH STREET- COMBINED ENVIRONMENTAL FEATURES MAP





**STAFF REPORT
1316 BEECH STREET**

**1316 BEECH STREET
FLUM MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0242-10A0 HILL SHEILA
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	1316 BEECH STREET Single Family Residential (Homesteaded)
CURRENT LAND USE + ZONING:	General Commercial FLUM and R-2 Zoning
PROPOSED LAND USE + ZONING:	Amend Future Land Use Map from General Commercial to Medium Density Residential
EXISTING USES ON SITE:	Single Family Home Constructed in 1920
PROPERTY SIZE:	0.1 Acres of Land

DATA AND ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X	NONE	23 FEET	SAND	NOT IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Home	1988	R-2	Medium Density Residential
	South	Vacant – City	N/A	C-1	General Commercial
	East	Convenience Store	1962	C-1	General Commercial
	West	Single Family Home	2018	R-2	Medium Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods);				



STAFF REPORT
1316 BEECH STREET

	1.07.05 (medium density residential land use category); 1.07.15 (conservation land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Objective 11.08 (Non-designated Historic structures and neighborhoods) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.04 (R-2 zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



**STAFF REPORT
1316 BEECH STREET**

MAP EXHIBITS & PROPERTY IMAGES:

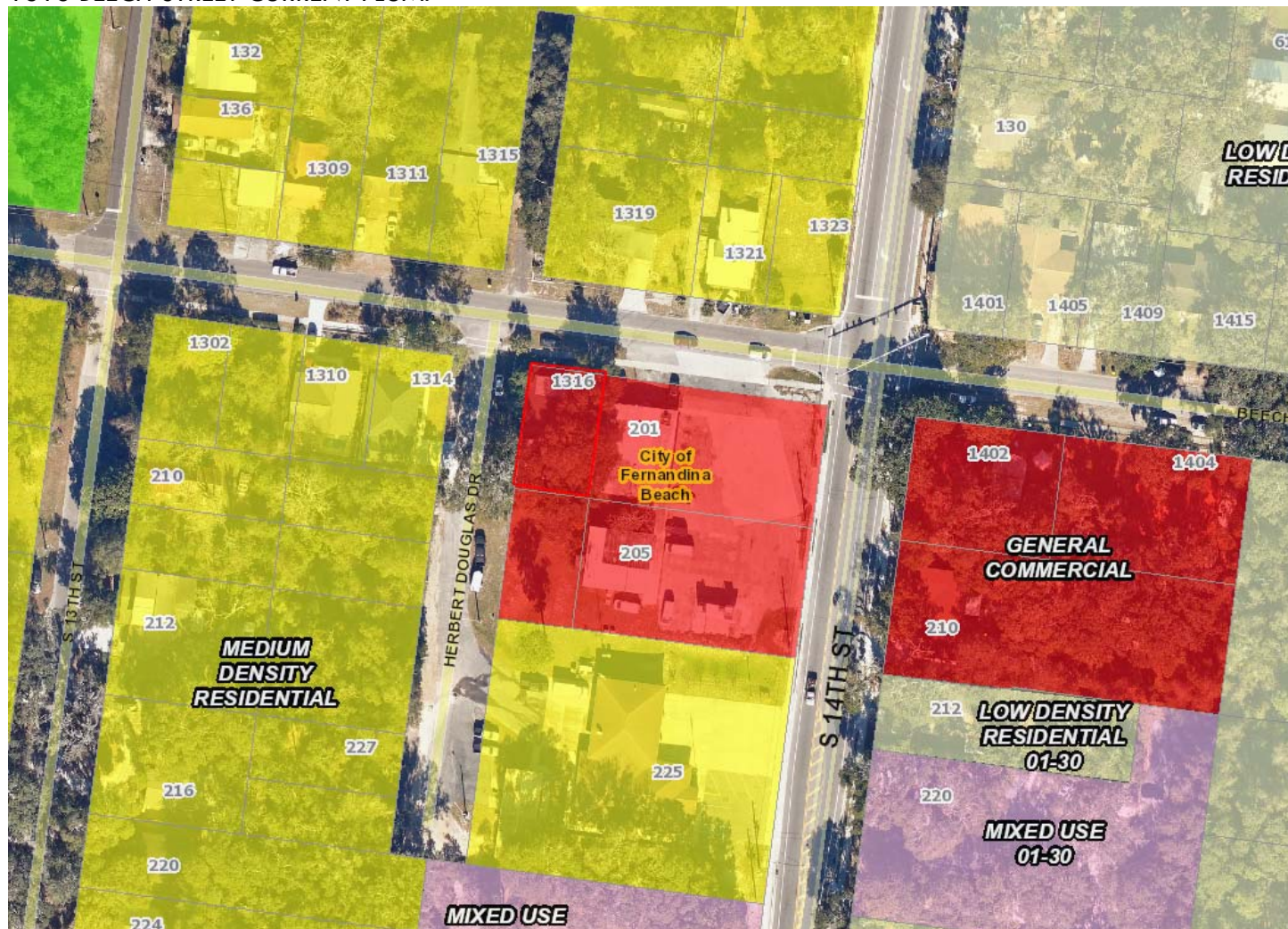
1316 BEECH STREET Photo + 2019 Aerial





STAFF REPORT 1316 BEECH STREET

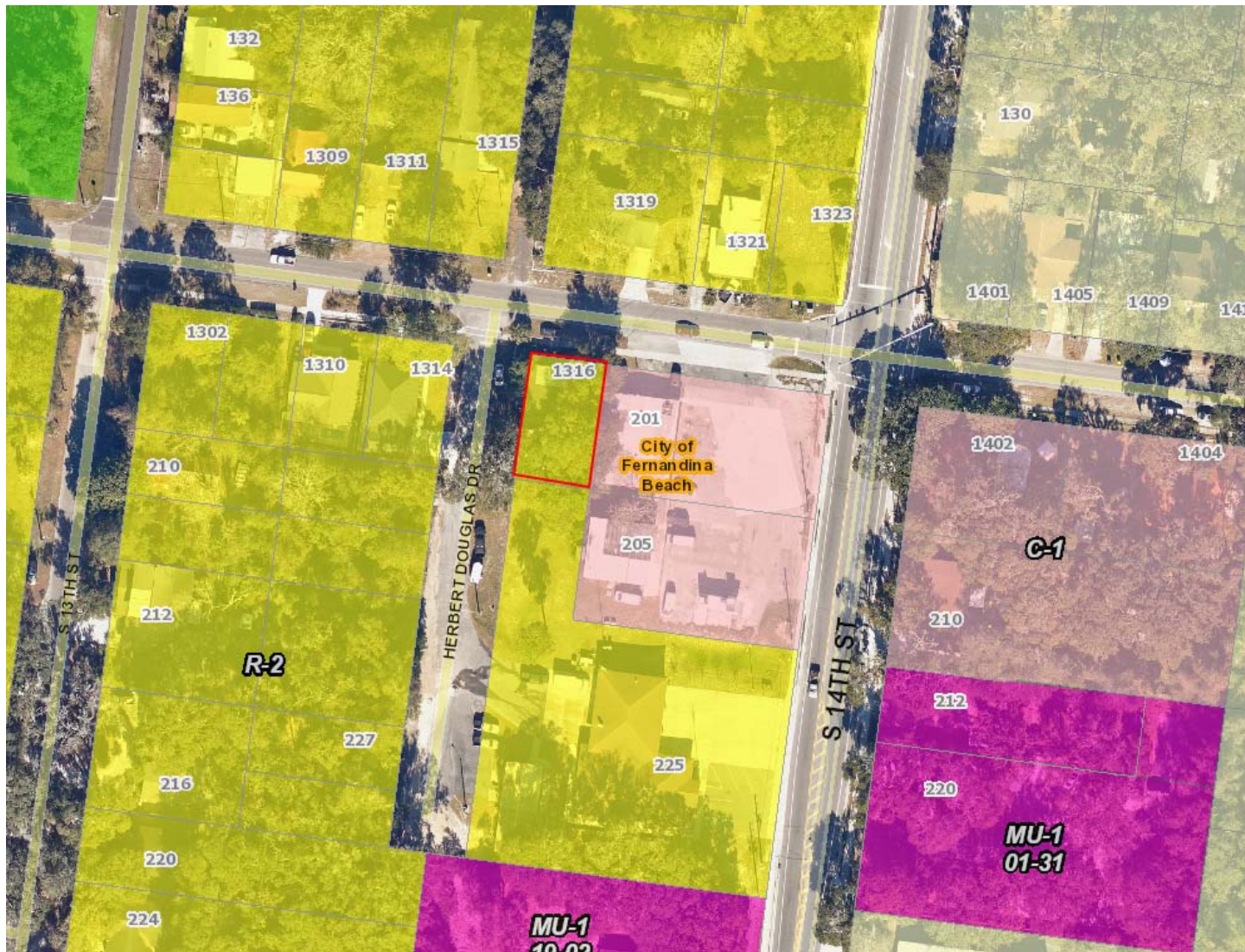
1316 BEECH STREET CURRENT FLUM:





STAFF REPORT
1316 BEECH STREET

1316 BEECH STREET CURRENT ZONING MAP:





STAFF REPORT 1316 BEECH STREET

1316 BEECH STREET- COMBINED ENVIRONMENTAL FEATURES MAP





**STAFF REPORT
ROBERT OLIVER DRIVE - CITY**

**ROBERT OLIVER DRIVE- CITY
FLUM AND ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	01-2N-28-0000-0002-0000 AND 02-2N-28-0000-0001-0010 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	ROBERT OLIVER DRIVE VACANT/ UNDISTURBED				
CURRENT LAND USE + ZONING:	Medium Density Residential (MDR) Zoning Map Designation reflects approximately 0.66 acres as R-2/ Medium Density Residential				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for approximately 2.92 acres of land from Medium Density Residential (MDR) to Conservation (CON) 2. Amend Zoning Map for approximately 0.66 acres of land from R-2 to CON				
EXISTING USES ON SITE:	VACANT				
PROPERTY SIZE:	2.92 Acres of Land				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	Entire Site	8 ft to 2 ft	Muck	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant			
	South	Vacant			
	East	Forest Ridge PUD			
APPLICABLE COMPREHENSIVE PLAN POLICIES:	West	Vacant			
	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and				



STAFF REPORT
ROBERT OLIVER DRIVE - CITY

	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



**STAFF REPORT
ROBERT OLIVER DRIVE - CITY**

MAP EXHIBITS & PROPERTY IMAGES:

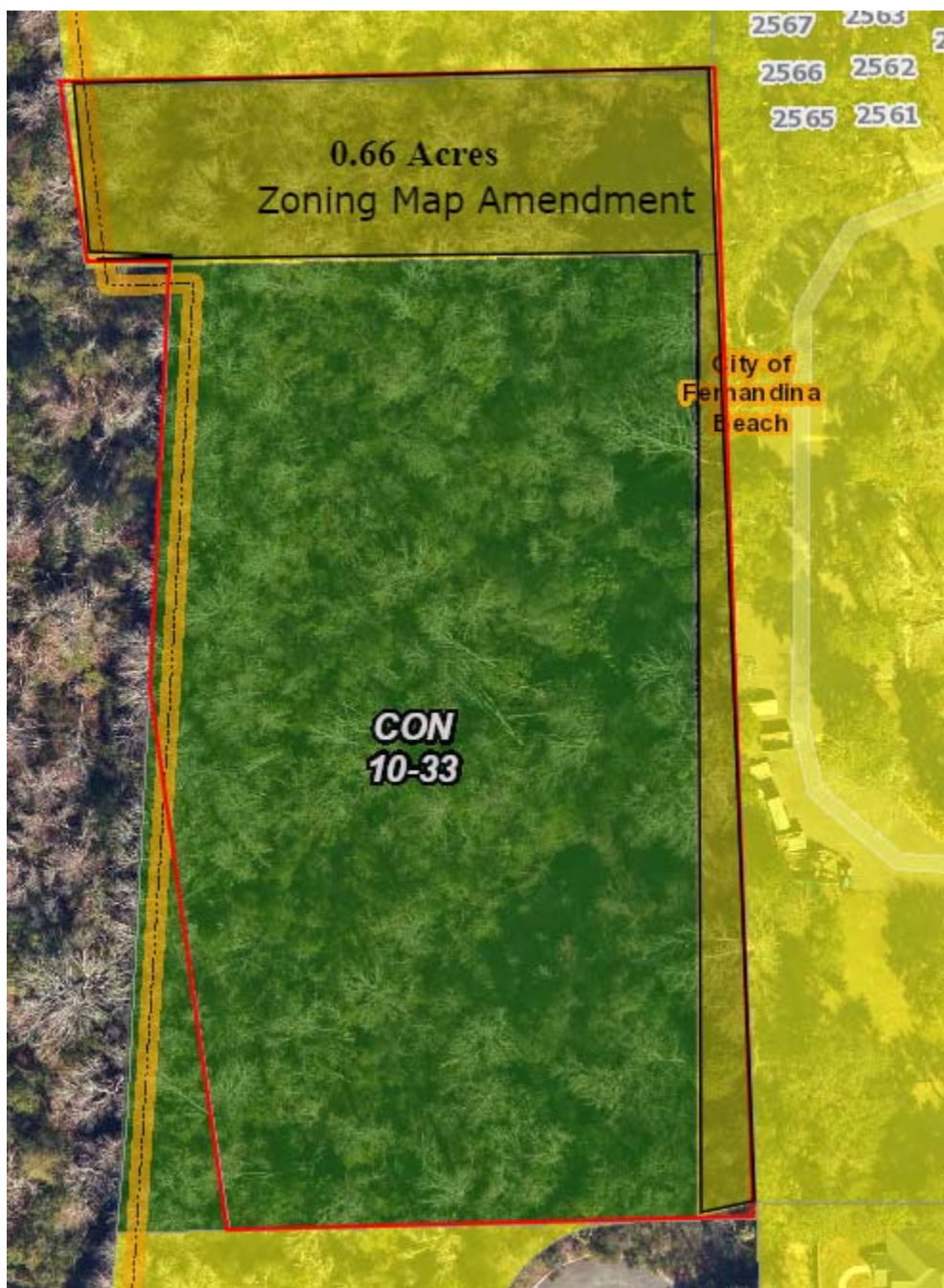
Robert Oliver Future Land Use Map Change Request for approximately 2.92 acres of land:





**STAFF REPORT
ROBERT OLIVER DRIVE - CITY**

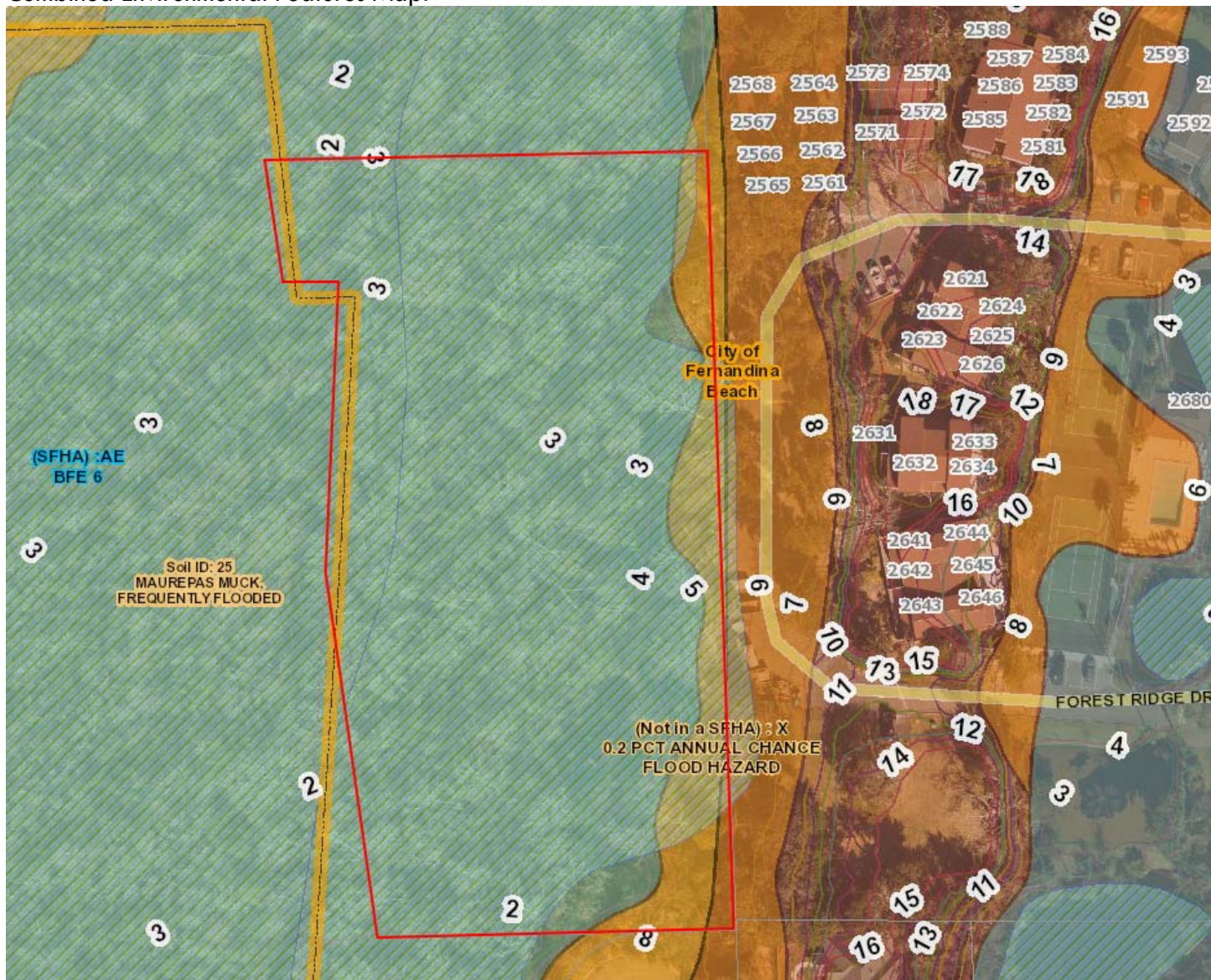
Robert Oliver Zoning Change to Conservation:





STAFF REPORT ROBERT OLIVER DRIVE - CITY

Combined Environmental Features Map:





**STAFF REPORT
HICKORY STREET PARK**

**HICKORY STREET PARK
FLUM MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1600-0153-0000 SCHOOL BOARD OF NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Hickory Street at S. 15 th Street Use as recreational ball fields				
CURRENT LAND USE + ZONING:	Low Density Residential Future Land Use PI-1 Zoning				
PROPOSED LAND USE + ZONING:	Public and Institutional Future Land Use PI-1 Zoning				
EXISTING USES ON SITE:	Recreational Ball Fields				
PROPERTY SIZE:	9.76 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X	None	21-24 FT	Sand	NOT IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Highschool Ballfields	N/A	PI-1	Public and Institutional
	South	Single Family Homes	2010-2016	R-1	Low Density Residential
	East	Single Family Homes	2010-2016	R-1	Low Density Residential
	West	Religious Facility Ancillary Uses	Misc	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.07.16 (public and institutional land use category); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks); 10.06.01 (level of service for public schools)				
	Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01 (PI-1 zoning district);				



STAFF REPORT HICKORY STREET PARK

SECTIONS:	2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 7.03.00 (Stormwater Management); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT HICKORY STREET PARK

MAP EXHIBITS & PROPERTY IMAGES:

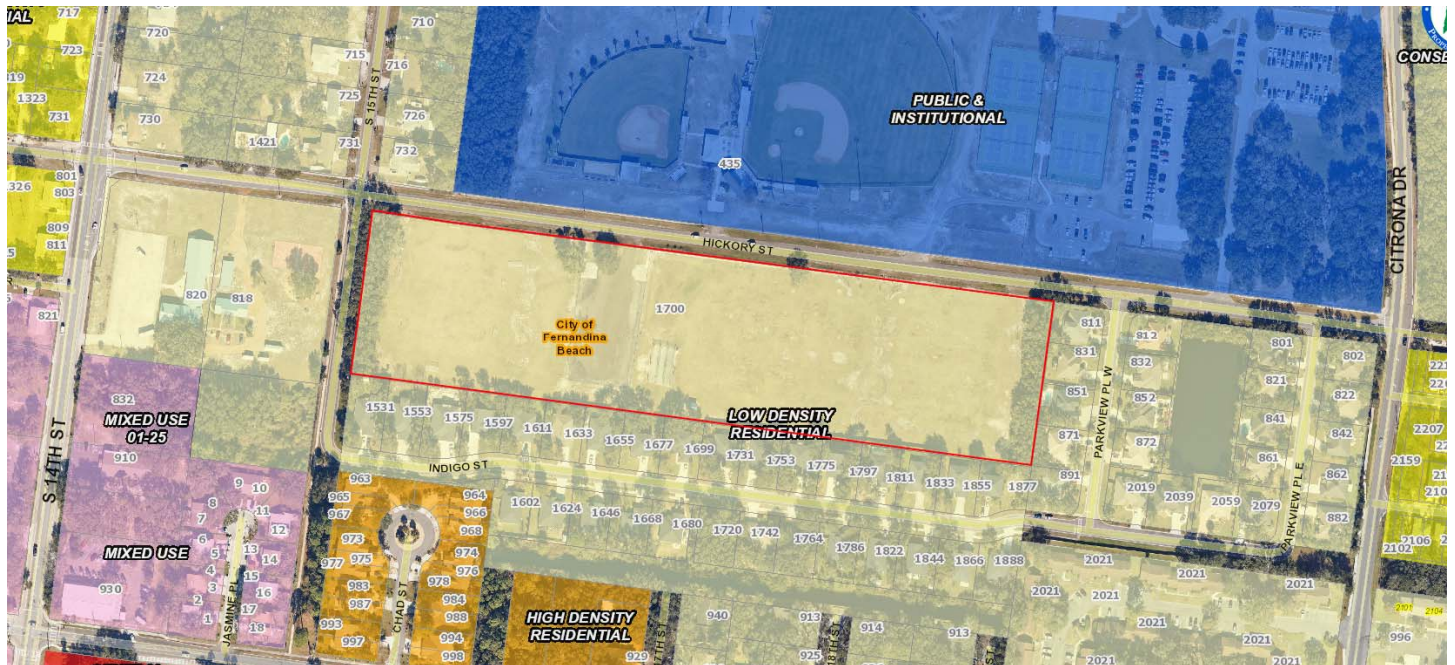
Hickory Street Park Photo + 2019 Aerial





STAFF REPORT HICKORY STREET PARK

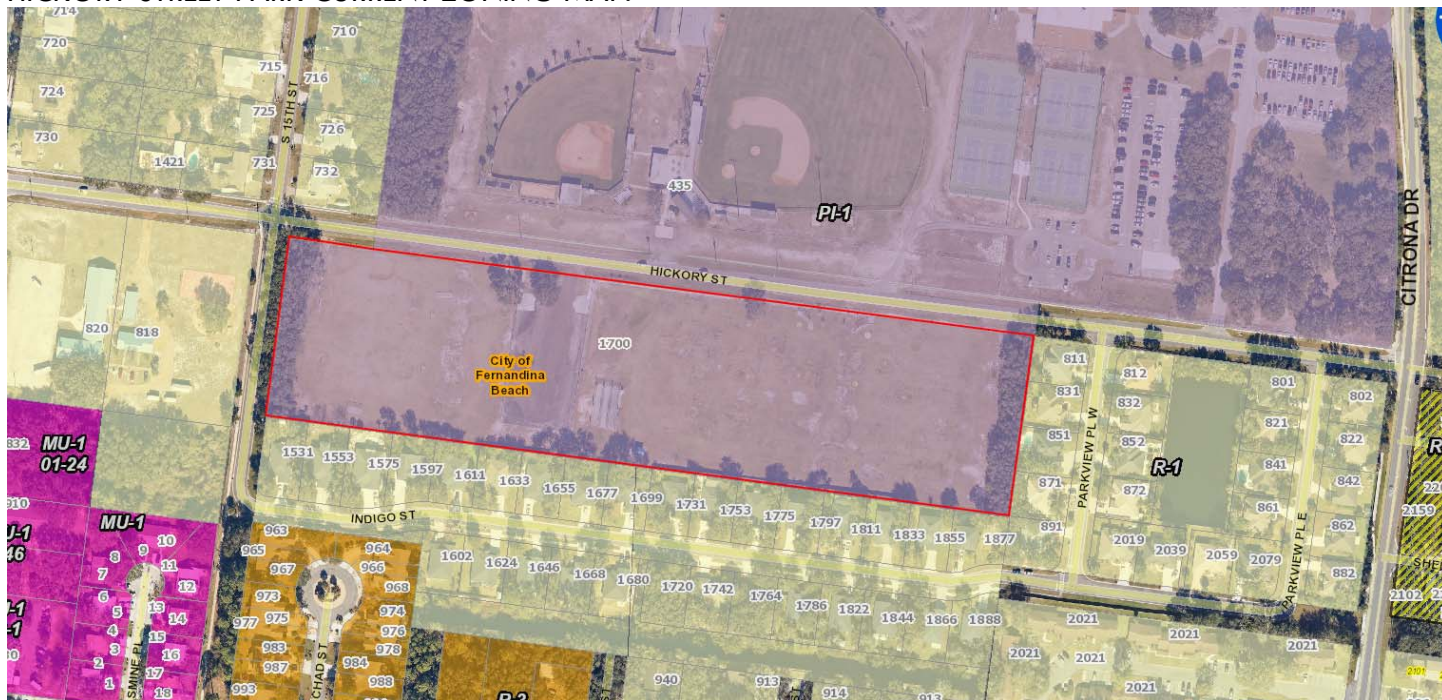
HICKORY STREET PARK CURRENT FLUM:





STAFF REPORT HICKORY STREET PARK

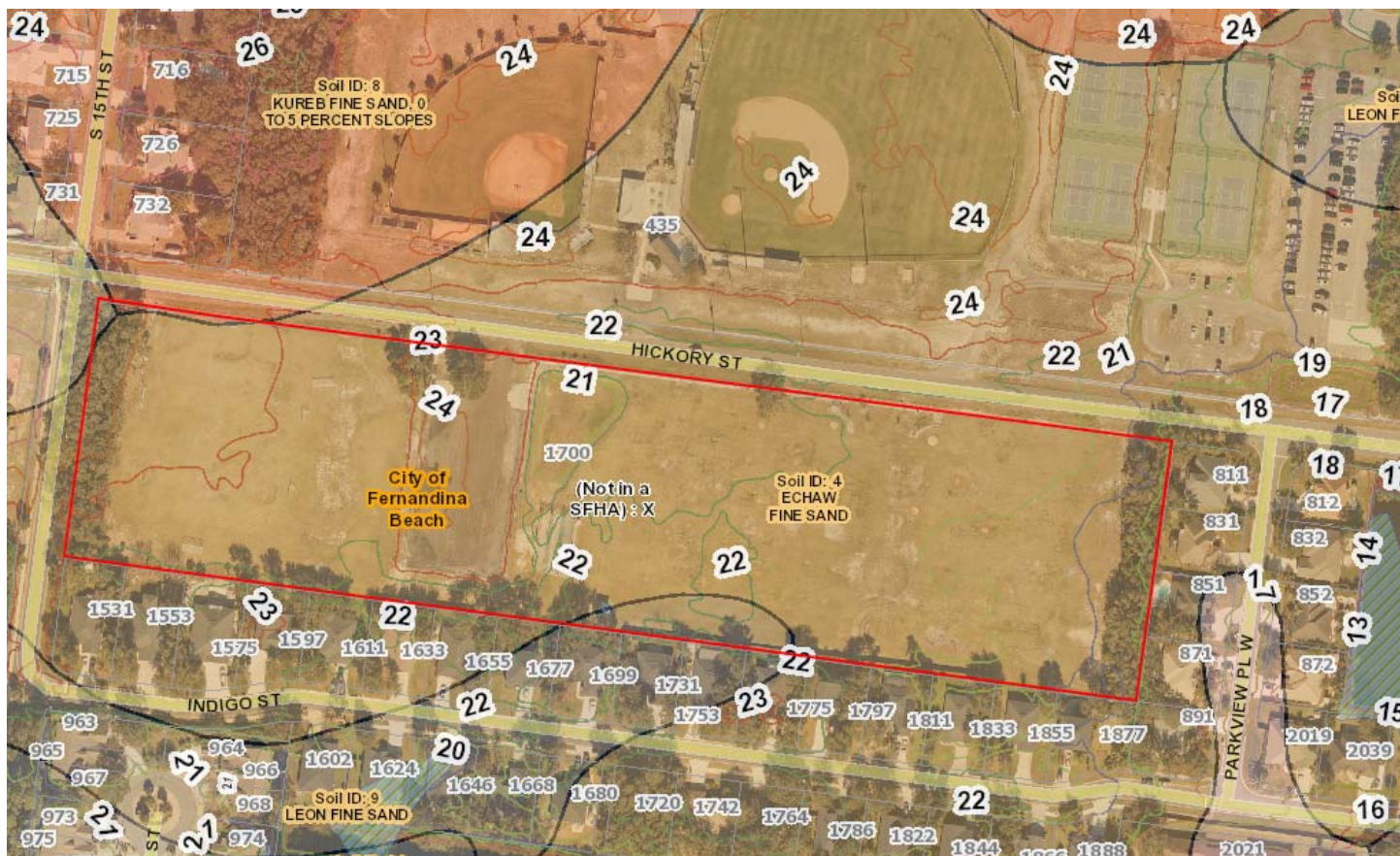
HICKORY STREET PARK CURRENT ZONING MAP:





STAFF REPORT HICKORY STREET PARK

HICKORY STREET PARK- COMBINED ENVIRONMENTAL FEATURES MAP





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

**NORTH POINTE - 925 TARPON AVE
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1470-0001-0000
	00-00-31-1470-0002-0000
	00-00-31-1470-0003-0000
	00-00-31-1470-0004-0000
	00-00-31-1470-0005-0000
	00-00-31-1470-0006-0000
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	00-00-31-1470-000A-0000
	00-00-31-1470-000B-0000
	00-00-31-1470-0010-0000
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	00-00-31-1470-0028-0000
	00-00-31-1470-0029-0000
	00-00-31-1470-0030-0000
	00-00-31-1470-00E1-0000
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

LOCATION AND DESCRIPTION OF SITE:	925 TARPON AVE – NORTH POINTE TOWNHOMES TOWNHOUSE CONDOS CONSTRUCTED IN 1982				
CURRENT LAND USE + ZONING:	High Density Residential FLUM and R-2 Zoning				
PROPOSED LAND USE + ZONING:	Maintain the High Density Residential Future Land Use Map Category and Amend Zoning District to R-3 *PAB RECCOMENDATION: CHANGE FLUM TO MEDIUM DENSITY RESIDENTIAL *STAFF RECCOMENDATION: MAINTAIN THE CONFLICT TO AVOID CONCERN WITH DENSITY AND USE R-2 TO RESTRICT RESORT RENTAL ALLOWANCE				
EXISTING USES ON SITE:	30 Townhome Units				
PROPERTY SIZE:	3.19 Acres of Land				
	DATA AND ANALYSIS				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	AE	NONE	7-8 FEET	SAND	IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	State Park	N/A	REC	Recreation
	South	Single Family Homes	Varies	R-2	Medium Density Residential
	East	Single Family Homes	Varies	R-2	Medium Density Residential
	West	State Park	N/A	REC	Recreation
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures);				



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

	1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.06 (high density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.05 (R-3 zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION :	The change is requested to align the Zoning Map with the current Future Land Use Map as directed under Ordinance 2019-05. Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION :	<i>Pending 10/9/19 public hearing</i>



NORTH POINTE Plat Map – Book 5, Page 27 -1982





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE Photo + 2019 Aerial





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**



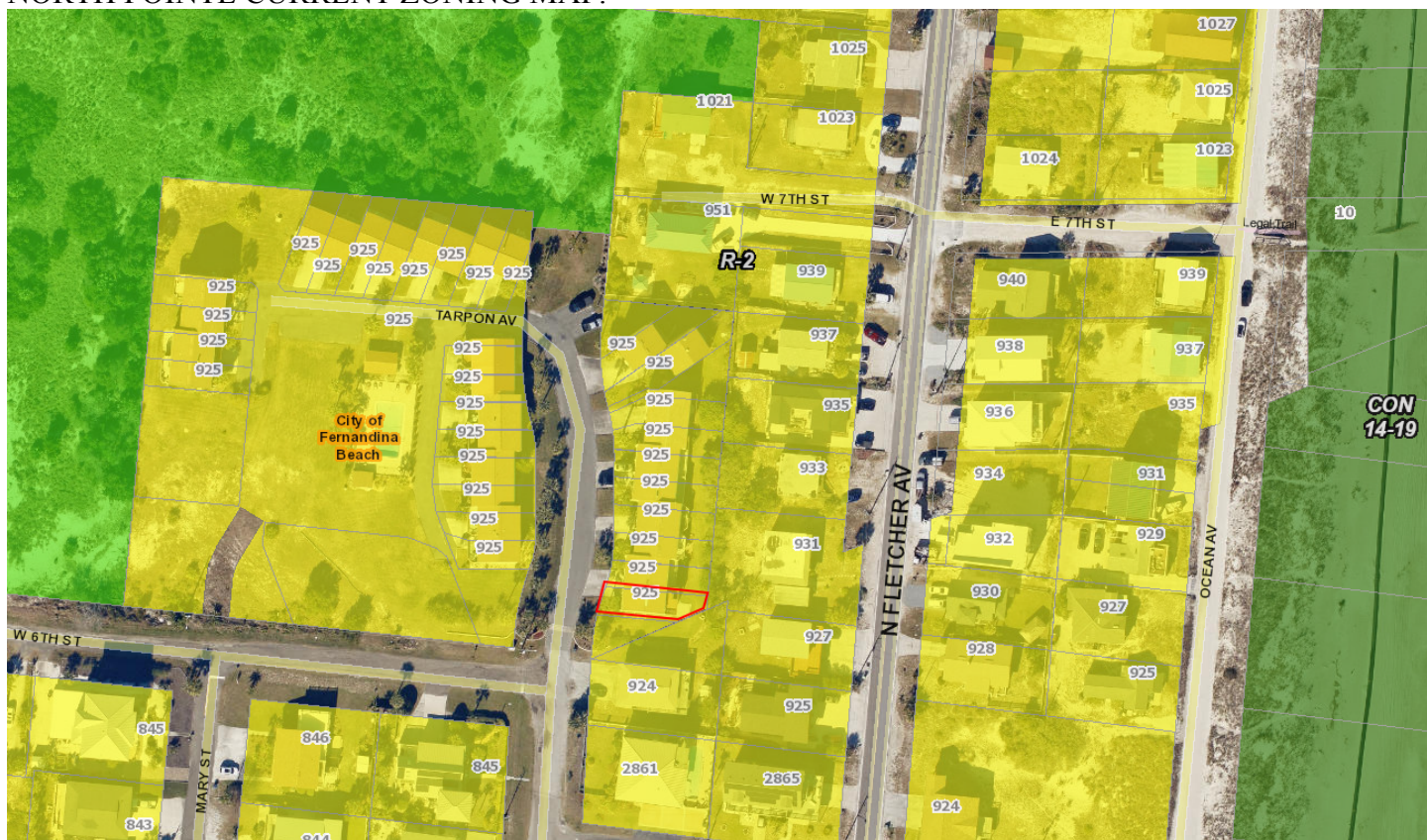
NORTH POINTE CURRENT FLUM:





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE CURRENT ZONING MAP:





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE- COMBINED ENVIRONMENTAL FEATURES MAP





**STAFF REPORT
510 CITRONA DRIVE - REVISED**

**510 CITRONA DRIVE
FLUM AND ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1616-0001-0000 KALISTA JAMES D JR & MOFFITT LAURA JEAN (H&W)
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	510 CITRONA DR Single Family Home (Homesteaded) Built in 1995
CURRENT LAND USE + ZONING:	Split Future Land Use Map Category of Low Density Residential (LDR) = approximately 28,492.52 sq. ft. and Conservation (CON)= approximately 49,831.75 sq. ft Zoning Map Designation reflects the total parcel acreage of 1.77 acres as R-1 / Low Density Residential
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for 0.40 acres of land from Conservation (CON) to Low Density Residential (LDR) 2. Amend Zoning Map for 0.71 acres of land from R-1 to CON
EXISTING USES ON SITE:	Single Family Home with Ancillary Uses
PROPERTY SIZE:	1.77 Acres of Land

DATA & ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	Approx. 21,881.06 sq. feet	21 ft to 0 ft	Fine Sand and Clay	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Home	1953	R-1	Low Density Residential and Conservation
	South	SF Home	1995	R-1	Low Density Residential and Conservation
	East	Wetlands - FDOT	N/A	CON	Conservation
	West	FB Middle School	1991	PI-1	Public &



STAFF REPORT
510 CITRONA DRIVE - REVISED

				Institutional
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.04 (low density residential land use category); 1.07.15 (conservation land use category); 3.01.05 (provision of land use for housing); Objective 3.02 (Housing Preservation); 3.03.06 (minimize barriers to development of vacant lots); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan			
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.03 (R-1 zoning district); 2.01.20 (CON zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements);			



STAFF REPORT
510 CITRONA DRIVE - REVISED

	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. Analysis to support the recommendation is found through the available data provided by the Nassau County Property Appraiser Mapping resources. Specifically, the topography, potential wetlands, soils, and flood zone files. The requested action results in the reduction of approximately 0.40 acres from Conservation (CON) to Low Density Residential (LDR) on the FLUM. The requested action changes Zoning Map for 0.71 acres of land from R-1 to CON using the 5 foot elevation contour.
PAB RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. <i>Pending 11/13/19 public hearing</i>



**STAFF REPORT
510 CITRONA DRIVE - REVISED**

MAP EXHIBITS & PROPERTY IMAGES:

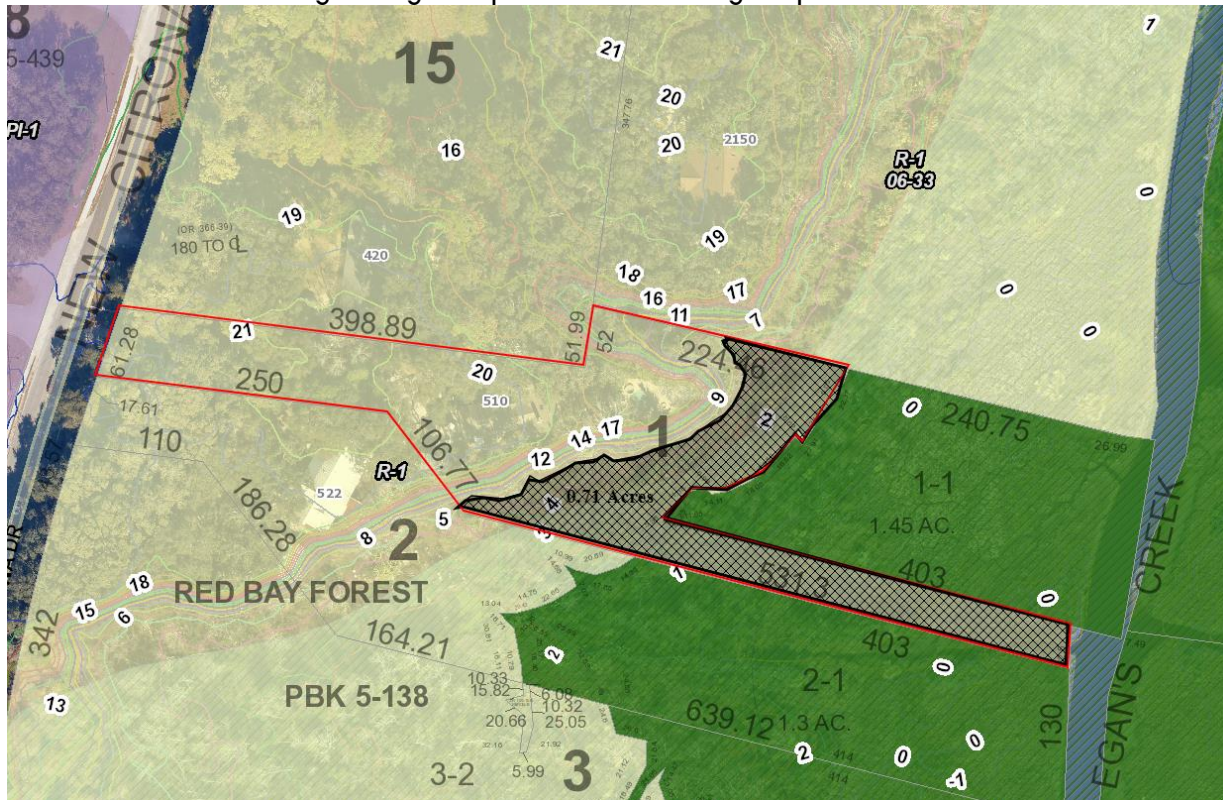
510 Citrona Drive - Photo



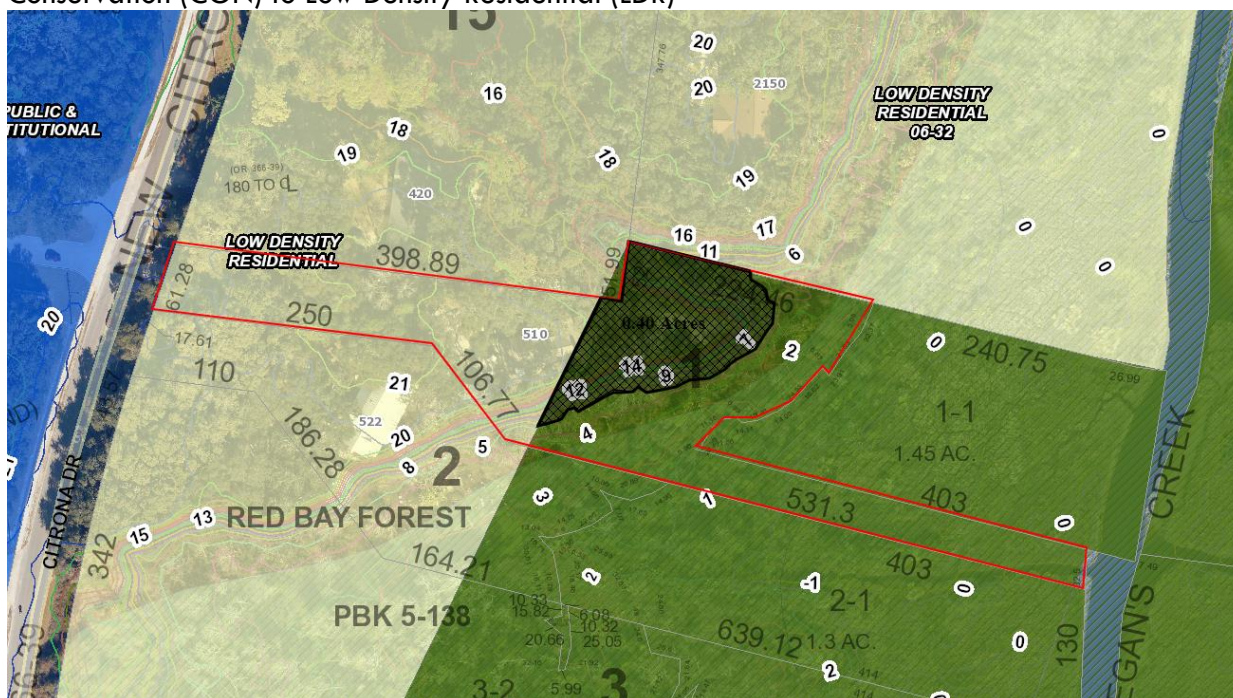


STAFF REPORT
510 CITRONA DRIVE - REVISED

510 Citrona Drive Zoning Change Request: Amend Zoning Map for 0.71 acres of land from R-1 to CON



510 Citrona Drive Future Land Use Map Change Request: Amend Future Land Use Map for 0.40 acres from Conservation (CON) to Low Density Residential (LDR)

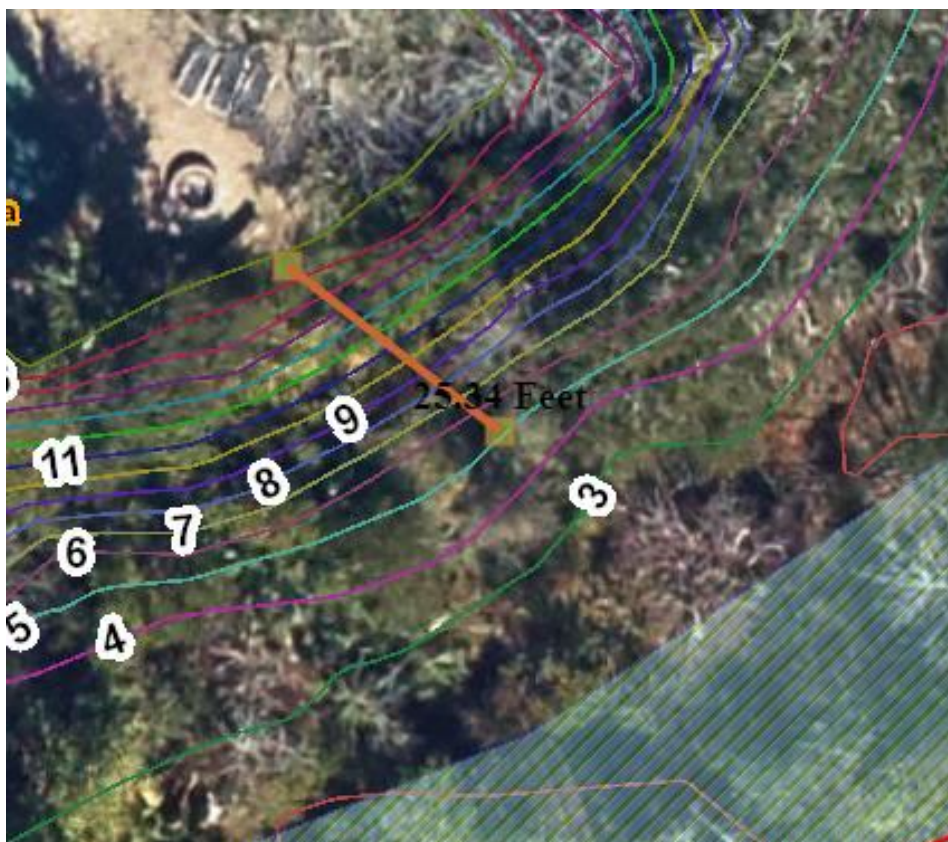




STAFF REPORT
510 CITRONA DRIVE - REVISED

WHY USE THE 5-FOOT ELEVATION CONTOUR?

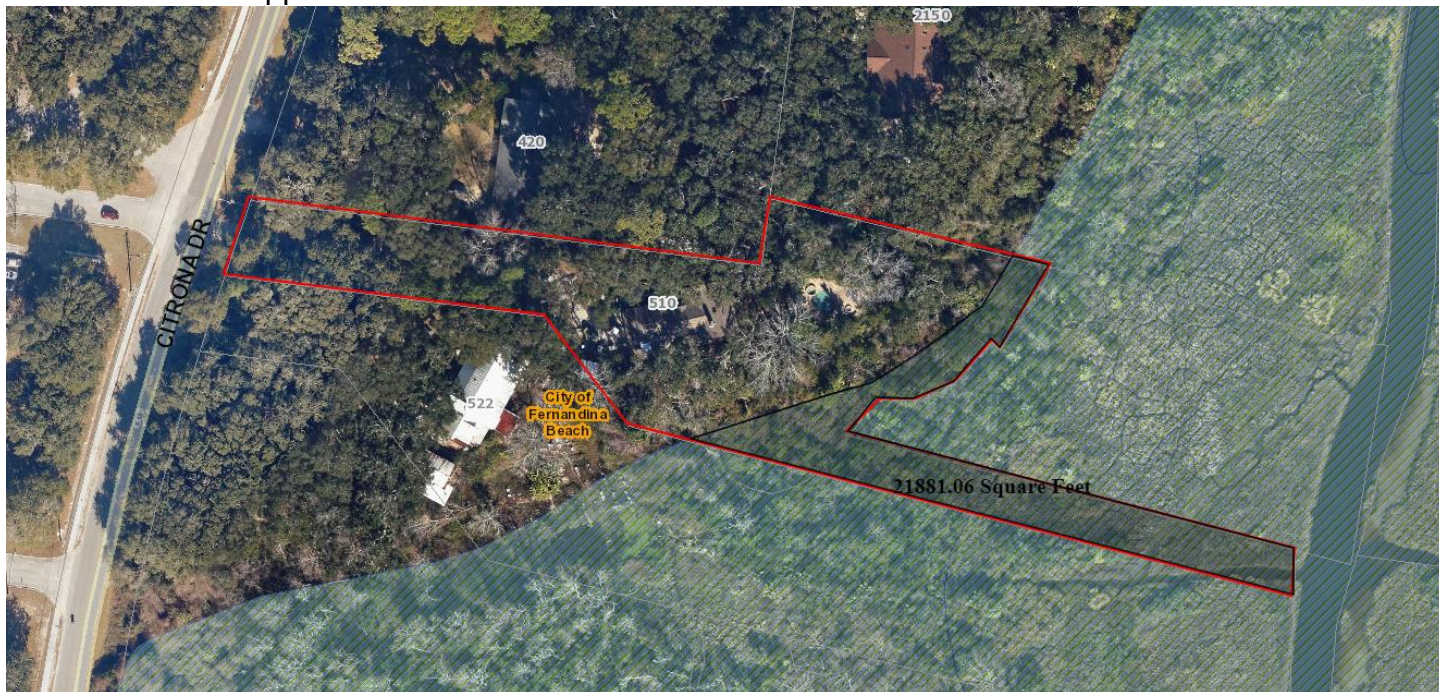
The nearest distance to the "potential wetland line" to the five-foot elevation contour is no less than 25 feet. Similarly the the approximate distance from the pool decking is 25 feet to the five-foot elevation contour.





STAFF REPORT
510 CITRONA DRIVE - REVISED

510 Citrona Drive Approximate Location of Wetlands:



510 Citrona Drive Flood Zone:





STAFF REPORT
510 CITRONA DRIVE - REVISED

510 Citrona Drive Soils Map:



510 Citrona Drive Topography:





STAFF REPORT
522 CITRONA DRIVE- REVISED

522 CITRONA DRIVE
FLUM AND ZONING MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1616-0002-0000 AUSTIN DAVID BERT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	522 CITRONA DR Single Family Home (Homesteaded) Built in 1995 with Nassau County Property Appraiser listing as Multi-family (tri/quad)				
CURRENT LAND USE + ZONING:	Split Future Land Use Map Category of Low Density Residential (LDR) = approximately 38,835.39 sq. ft. and Conservation (CON)= approximately 10,522.18 sq. ft Zoning Map Designation reflects the total parcel acreage of 1.13 acres as R-1 / Low Density Residential				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for 0.23 acres of land from Low Density Residential (LDR) to Conservation (CON) 2. Amend Zoning Map for 0.47 acres of land from R-1 to CON				
EXISTING USES ON SITE:	DATA & ANALYSIS Single Family Home (listed as Tri/Quad on NCPA site) with Ancillary Uses				
PROPERTY SIZE:	1.13 Acres of Land				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	Approx. 14,580.62 sq. ft.	20 ft to 1 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Home	1995	R-1	Low Density Residential and Conservation
	South	Vacant	N/A	R-1	Low Density Residential and Conservation
	East	Wetlands - FDOT	N/A	CON	Conservation
	West	FB Middle School	1991	PI-1	Public & Institutional



STAFF REPORT
522 CITRONA DRIVE- REVISED

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.04 (low density residential land use category); 1.07.15 (conservation land use category); 3.01.05 (provision of land use for housing); Objective 3.02 (Housing Preservation); 3.03.06 (minimize barriers to development of vacant lots); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	Reference: www.fbfl.us/Compplan 2.00.03 (Establishment of district boundary); 2.01.03 (R-1 zoning district); 2.01.20 (CON zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board)



STAFF REPORT
522 CITRONA DRIVE- REVISED

Reference: www.fbfl.us/LDC

**STAFF
RECOMMENDATION:**
**PAB
RECOMMENDATION:**

Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. Analysis to support the recommendation is found through the available data provided by the Nassau County Property Appraiser Mapping resources. Specifically, the topography, potential wetlands, soils, and flood zone files.

The requested action results in the addition of approximately 0.23 acres of Conservation (CON) Future Land Use Category on the FLUM and in increase in the amount of Conservation (CON) zoning district by approximately 0.47 acres of land.

Pending 10/9/19 public hearing



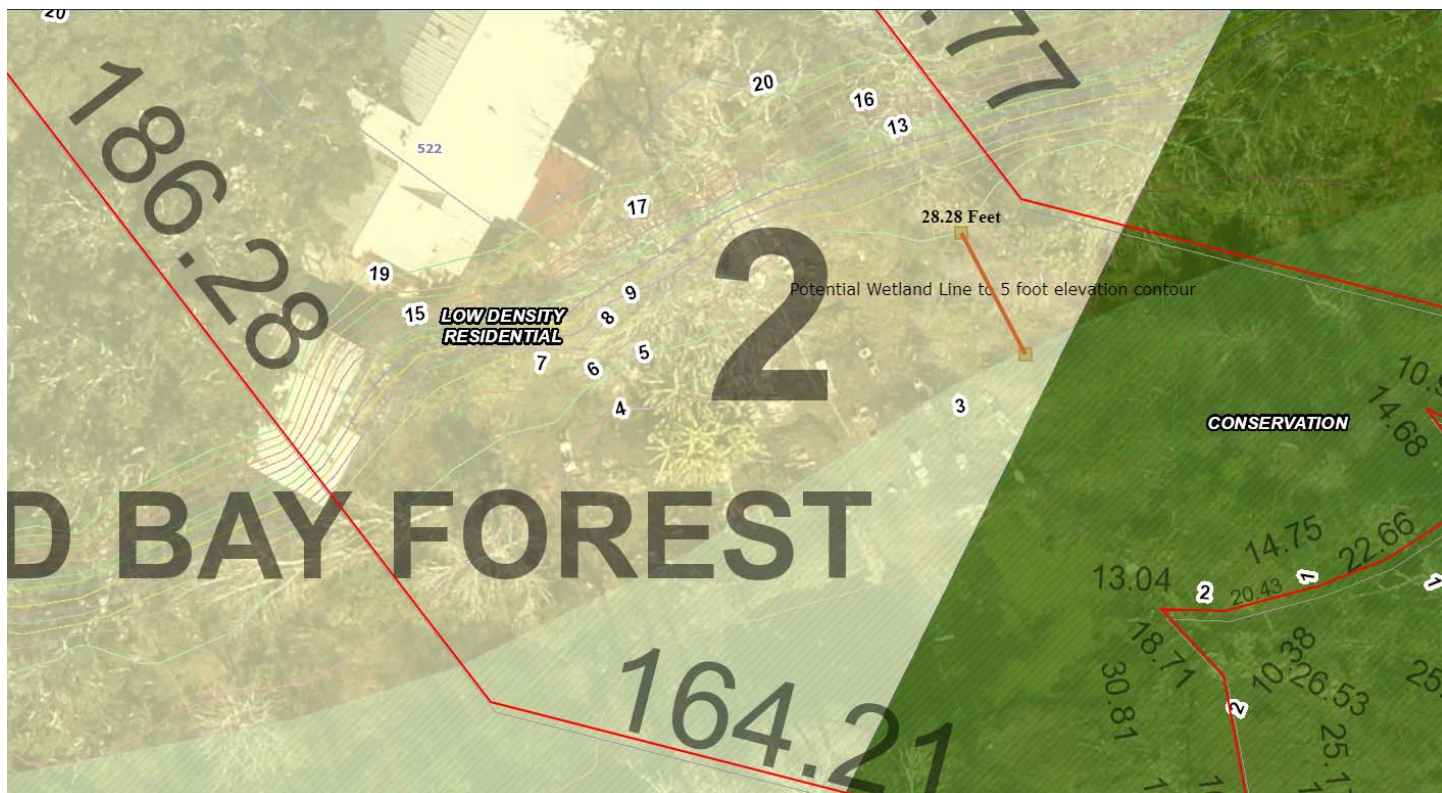
STAFF REPORT
522 CITRONA DRIVE- REVISED

522 Citrona Drive Photo + 2019 Aerial





There is approximately 11.5 feet from the nearest structure and 28.28 feet from nearest point of "potential wetland boundary" to the 5 foot elevation.





STAFF REPORT
522 CITRONA DRIVE- REVISED

522 Citrona Drive Approximate Location of Wetlands:



522 Citrona Drive Flood Zone:





STAFF REPORT 522 CITRONA DRIVE- REVISED

522 Citrona Drive Soils Map:



522 Citrona Drive Topography:





**STAFF REPORT
526 CITRONA DRIVE**

**526 CITRONA DRIVE
FLUM AND ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1616-0003-0000 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	526 CITRONA DR Vacant				
CURRENT LAND USE + ZONING:	Split Future Land Use Map Category of Low Density Residential (LDR) = approximately 86,730 sq. ft. and Conservation (CON)= approximately 56,260 sq. ft Zoning Map Designation reflects the total parcel acreage of 3.33 acres as R-1/ Low Density Residential				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map to Conservation 2. Amend Zoning Map to CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed Land				
PROPERTY SIZE:	3.33 Acres of Land				
	DATA & ANALYSIS				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Topography Range	Soil Type	Coastal Upland Protection Zone or Coastal High Hazard Area
	X and AE	Approx. 2.46 acres	18 ft to 0 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	SF Home	1995	R-1	Low Density Residential and Conservation
	South	Vacant	N/A	R-1/ CON	Low Density Residential and



STAFF REPORT
526 CITRONA DRIVE

	East West	Wetlands FDOT FB Middle School	- 1991	N/A	CON PI-1	Conservation Conservation Public & Institutional
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.04 (low density residential land use category); 1.07.15 (conservation land use category); 3.01.05 (provision of land use for housing); 3.03.06 (minimize barriers to development of vacant lots); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan					
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.03 (R-1 zoning district); 2.01.20 (CON zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection);					



STAFF REPORT
526 CITRONA DRIVE

	3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION :	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. Analysis to support the recommendation is found through the available data provided by the Nassau County Property Appraiser Mapping resources. Specifically, the topography, potential wetlands, soils, and flood zone files. The requested action results in the addition of approximately 52,194.44 square feet of Conservation (CON) Future Land Use Category on the FLUM and in increase in the amount of Conservation (CON) zoning for approximately 107,251 square feet of land.
PAB RECOMMENDATION :	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT 526 CITRONA DRIVE

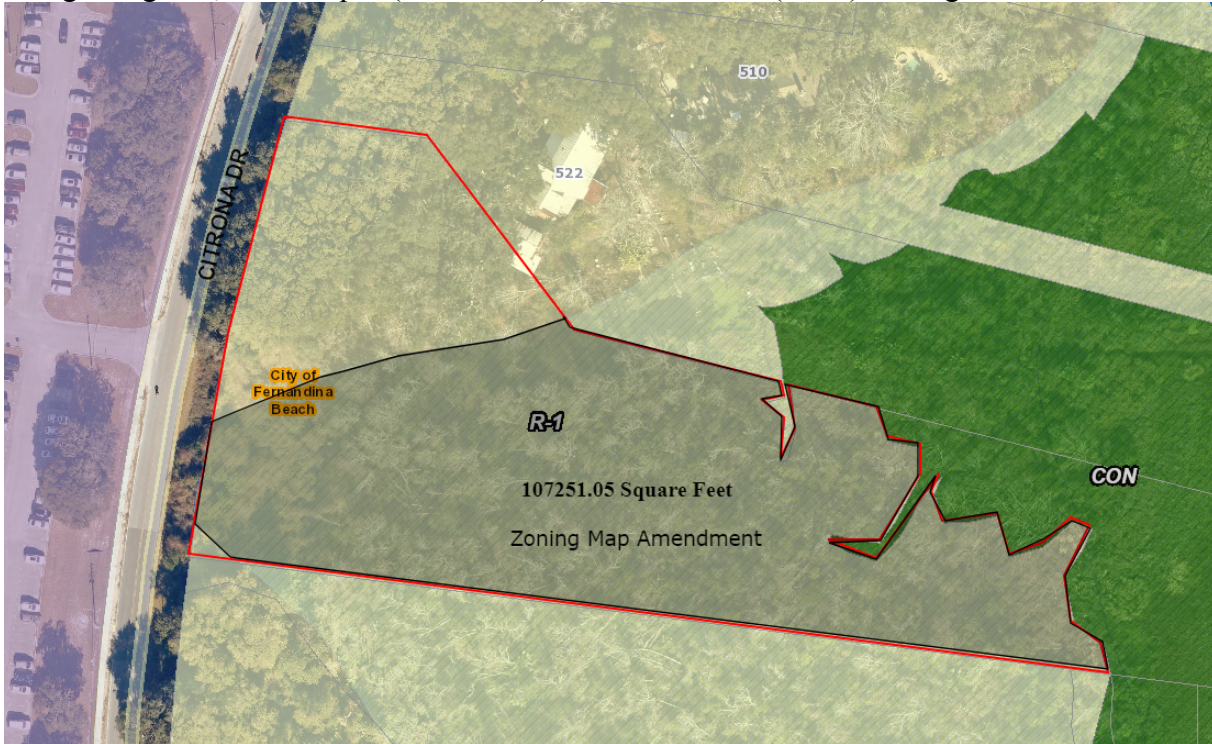
526 Citrona Drive Photo + 2019 Aerial
Google Street View





STAFF REPORT
526 CITRONA DRIVE

526 Citrona Drive Zoning Change Request:
Designating 107,251.05 sq. ft (2.46 Acres) of Conservation (CON) Zoning



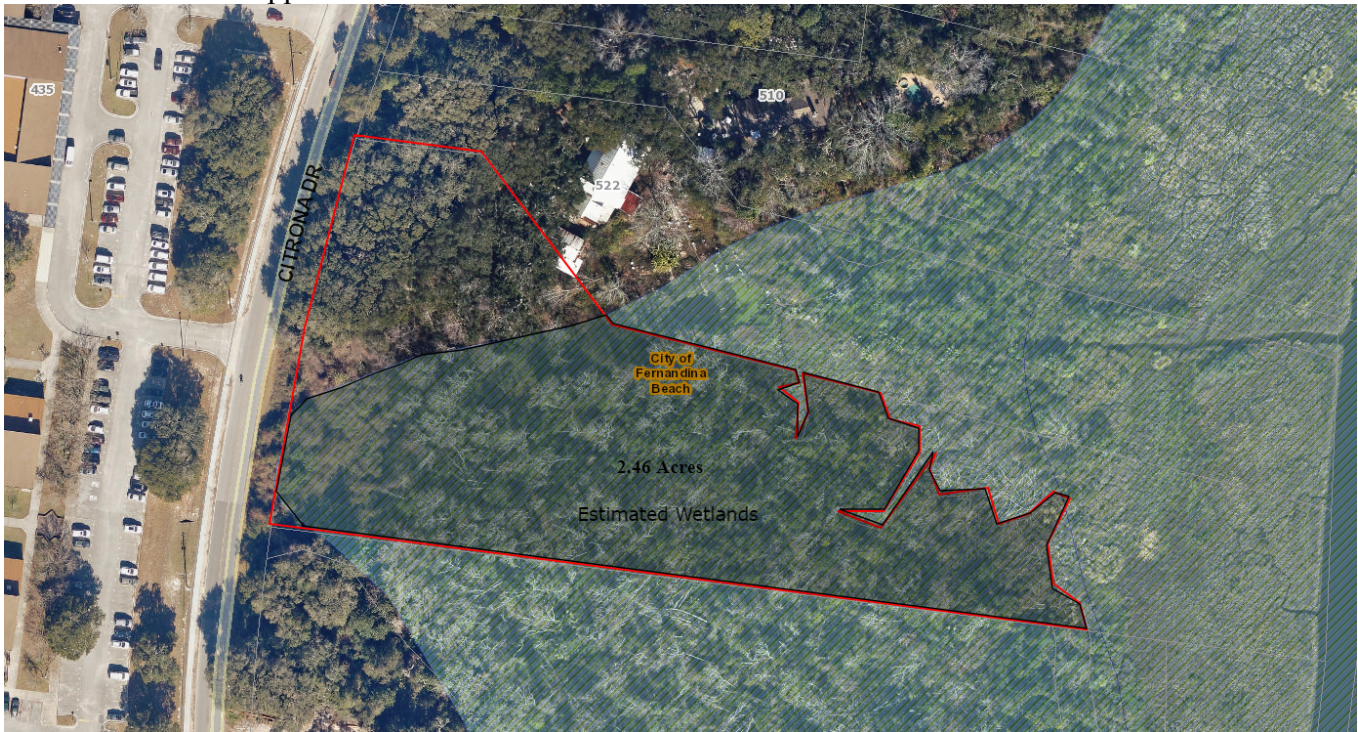
526 Citrona Drive Future Land Use Map Change Request:
Designating an additional 52,194.44 sq. feet (1.19 Acres) of Conservation FLUM



STAFF REPORT 526 CITRONA DRIVE



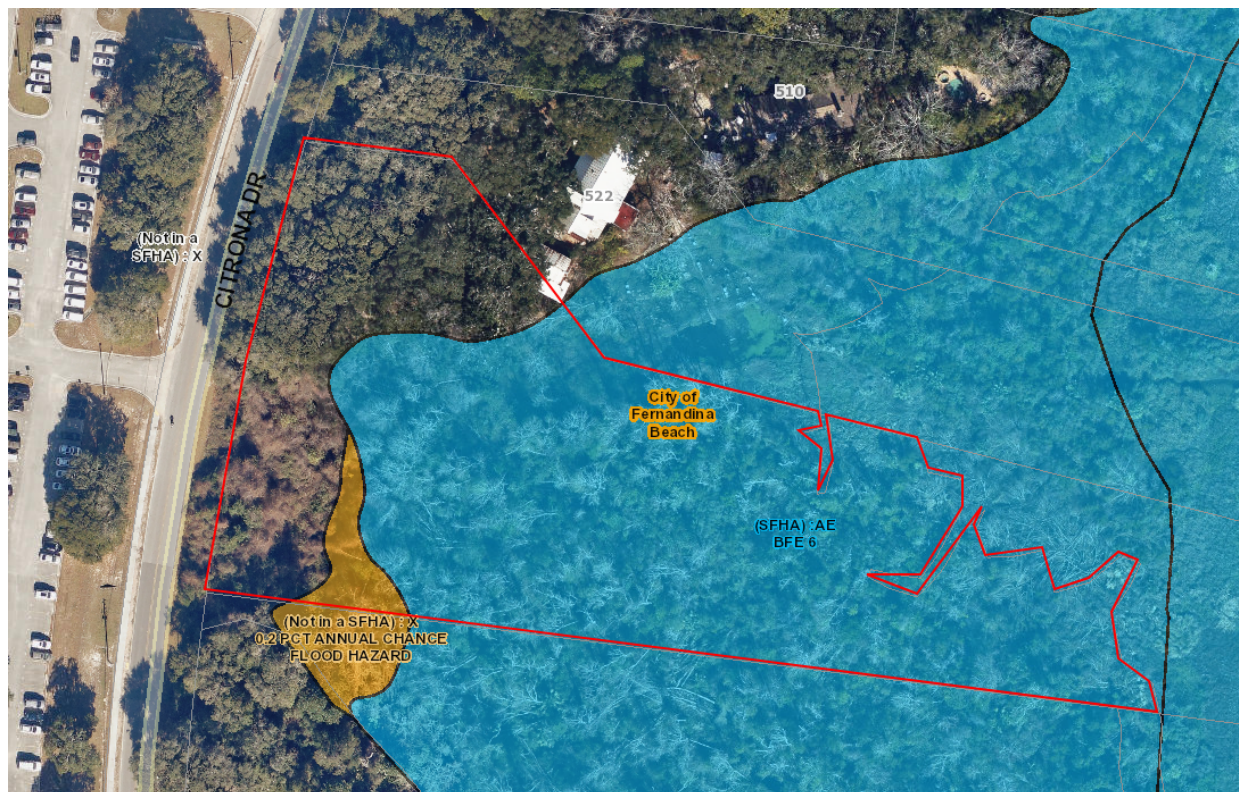
526 Citrona Drive Approximate Location of Wetlands:



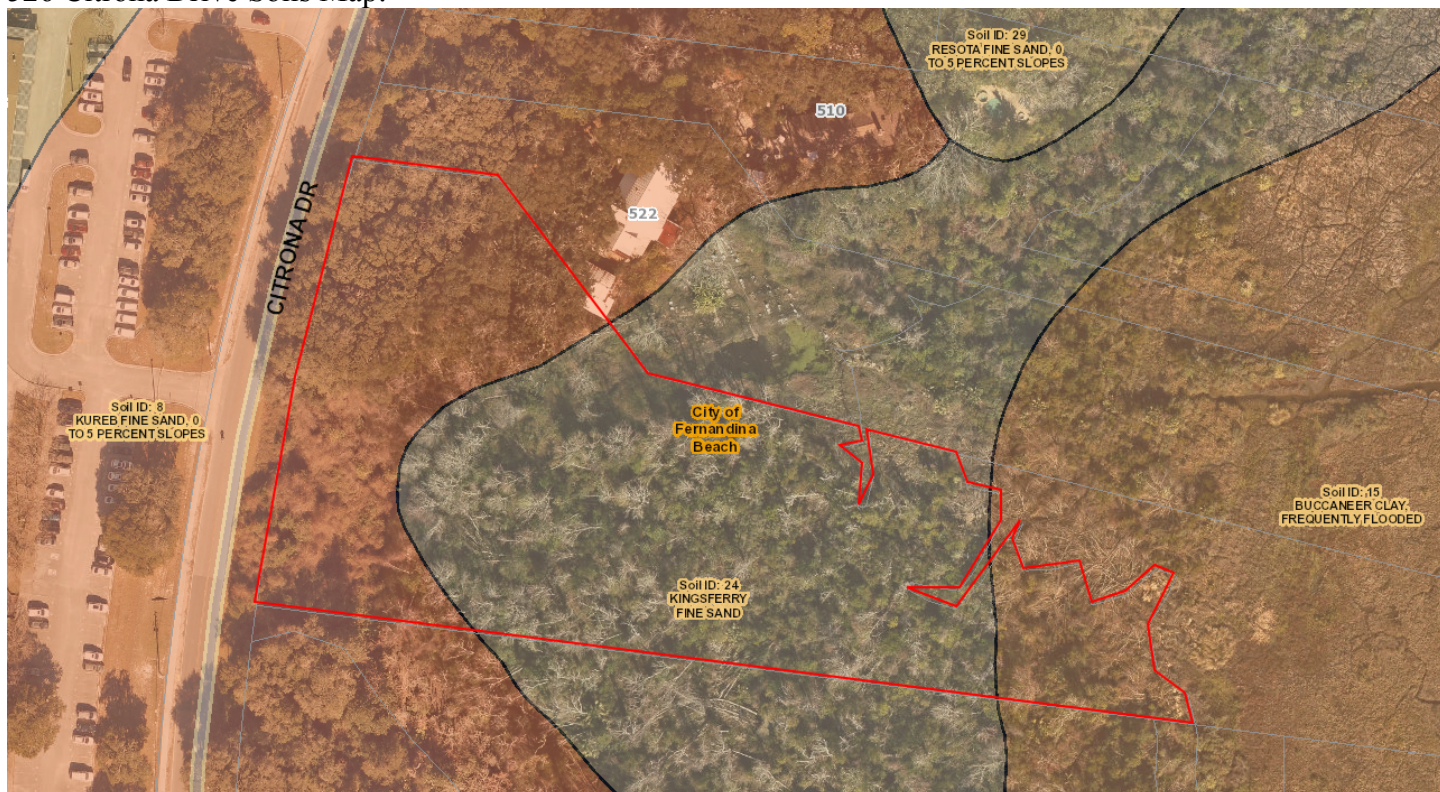
526 Citrona Drive Flood Zone:



STAFF REPORT 526 CITRONA DRIVE



526 Citrona Drive Soils Map:





STAFF REPORT
526 CITRONA DRIVE

526 Citrona Drive Topography:





The Nassau County School District

1201 Atlantic Avenue
Fernandina Beach, Florida 32034

Kathy K. Burns, Ed.D.
Superintendent of Schools

(904) 491-9900
Fax (904) 277-9042
info@nassau.k12.fl.us

November 13, 2019

To: City of Fernandina Beach Planning and Zoning

From: Kathy K. Burns, Superintendent of Schools

Re: Hickory Street Property

The Nassau County School District would like to request that the City change the zoning on the property now being used as Hickory Street Park to R-1 (low-density residential zoning) to match the City's Future Land Use Map.

The School District currently has no plans to sell the Hickory Street property and is happy to provide it as public park space for our children and communities.

Our mission is to develop each student as an inspired life-long learner and problem-solver with the strength of character to serve as a productive member of society.

The Nassau County School District does not discriminate on the basis of race, color, national origin, gender, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-04
Zoning Map Amendment - Land Use Map Conflicts

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-04 at First Reading.

SYNOPSIS: The City has provided a zoning and/or land use layer within its Comprehensive Plan dating back to 1961. Over the subsequent forty-five years, these documents were maintained by external agencies or consultants and furnished to the City as part of its statutory periodic review periods. The City began utilizing Geographic Information Systems (GIS) in 2004-2005.

In 2005-2006, the City started working towards creating its own GIS system and maintaining data layers. Staff was hired and trained on-the-job to learn how to manage this system. Parcel alignment with the data layers became technically possible however, it was not until 2007 that the City had staffing with proper training to effectively utilize the system. In 2012, staff entered into a partnership with the Nassau County Property Appraiser's (NCPA) office to share and display data for public review. Since 2014, the City's data layers have been updated by the NCPA office following the enactment of land use or zoning ordinances. Discrepancies between the Future Land Use Map and Zoning Map as witnessed in these applications are the result of the carryover actions of prior commissions which did not evaluate any conflicts between the documents on an individual parcel level.

From time to time, staff would encounter mismatches between the zoning and land use map layers. These were either noted and corrected under staff-initiated amendments or they were disclosed to a property owner at them time of a development application and directed to make a change. At no point, did staff undertake an exhaustive analysis to determine discrepancies between the Future Land Use Map (FLUM) and Zoning Map.

In March 2019, the City Commission acted under Ordinance 2019-05 to place a moratorium on future land use map and zoning map amendments until such time that the maps could be reconciled to align. Discussion of the initial findings were shared and briefly discussed with the Planning Advisory Board (PAB) in March and April 2019. Staff presented findings to the City Commission in May of 2019; it was then directed to proceed with correction of the maps based on areas of conflict only. PAB applications 2019-14 and 2019-15 were initiated in August 2019. These applications seek to amend the maps in accordance with the direction provided by the City Commission. Staff conducted a PAB workshop with property owners and citizens on September 9, 2019. Following the workshop the Board issued decisions at Regular Meetings held between October and December 2019.

In addition to the policies provided by the Comprehensive Plan, Land Development Code and Florida Statutes 163.3187 and 163.3184, staff relied on the following guiding principles as part of its overall consideration for determining a recommendation for the Future Land Use Map or Zoning Map Change:

Built Environment: What's on the ground (or not) today? Surrounding Property: What is the surrounding land use and zoning? What are the surrounding area built conditions?

Environmental Features: What environmental features are contained on the site?

Pattern of Change: Are there other land use or zoning changes within the same area that should be considered?

Holistic View: How does the requested action serve to meet and further the general direction and intent of the City's policy direction as a whole?

The 2011 Future Land Use Map adopted as part of the EAR-based Comprehensive Plan amendments is presumed to be the principal document for consideration of all Future Land Use Map changes. The City adopted a revised Land Development Code and Zoning Map in 2006. The data provided as part of the analysis for each change include map exhibits and digital images from the Nassau County, Florida Property Appraiser GIS mapping.

Information for each property is provided as part of this report and serve to fulfill minimum application

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



requirements for mapping changes. Specifically, the Light Detection and Ranging (LIDAR) data of one-foot contour topography file, St. Johns River Water Management District potential wetlands, the USDA soils, and FEMA flood zone data layers were utilized. Site specific, independent surveys and studies were not prepared as part of the recommended action; however, where prior plat maps exist they have been provided as back up material to each series of properties.

Staff wishes to highlight the following properties under which the Planning Advisory Board (PAB) has recommended changes from the original application. Changes include modifications of Citrona Drive parcels for Conservation to align with the 5-foot elevation contour and including Conservation for the entirety of 526 Citrona Drive following the City acquisition in December 2019. Additionally, PAB has recommended a change to Future Land Use Map for the North Pointe PUD subdivision to Medium Density Residential in an effort to protect it from future redevelopment and avoid the allowance of resort rental. Nassau County School Board provided a statement indicating their desire is to have the zoning district changed to R-1 to match the existing FLUM, rather than modify the FLUM to Public and Institutional. PAB issued a recommendation to modify the FLUM to Public and Institutional. Staff remains supportive of the FLUM change.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-04 at First Reading.

Nicole Bednar, Administrative Services Manager	1/9/2020
Dale L. Martin, City Manager	1/9/2020
Tammi E. Bach, City Attorney	1/14/2020

Kelly N. Gibson, AICP

Date: January 03, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY'S ZONING MAP FOR VARIOUS PROPERTIES THROUGHOUT THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for mapping changes to its Zoning Map through PAB Case 2019-15 following the discovery of mapping errors and inaccuracies; and

WHEREAS, the City Commission enacted Ordinance 2019-05 on March 5, 2019, which placed a moratorium on Future Land Use Map amendments and Zoning map amendments until the maps were reconciled; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at a Public Workshop held on Tuesday, September 10, 2019, and took formal consideration of the application at the Board's Regular Meetings held on Wednesday October 9, 2019, and Wednesday, November 13, 2019, and Wednesday, December 11, 2019, and issued a recommendations as provided in Exhibit "A" herein; and

WHEREAS, notice of public hearing on such Zoning Map amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 27, 2019.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending the City's Zoning Map should be enacted.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective 30 days following the enactment of this Ordinance.

ENACTED this 18th day of February, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-04
EXHIBIT "A"

FUTURE LAND USE MAP AMENDMENTS (PAB CASE 2019-14) AND ZONING MAP AMENDMENTS (PAB CASE 2019-15)					
<u>CITRONA AREA ONLY</u>					
PARCEL ID NUMBER	EXISTING USE	STREET ADDRESS	CURREN T ZONING	CURRENT FUTURE LAND USE CATEGORY	ACTION REQUESTED: ZONING OR LAND USE MAP CHANGE
27-3N-28-1192-000C-0000	VACANT	SHELL COVE DRIVE	R-1	CONSERVATI ON	CON -ZONING ONLY
27-3N-28-1192-000D-0000	VACANT	SHELL COVE DRIVE	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0017-0050	VACANT	GUM STREET	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0017-0060	VACANT	GUM STREET	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0018-0010	VACANT	GUM STREET	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0018-0030	VACANT	GUM STREET	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0018-0040	VACANT	GUM STREET	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0022-0010	VACANT	CITRONA DRIVE	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1180-0018-0040	VACANT	GUM STREET	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1616-0003-0020	VACANT	CITRONA DRIVE	R-1	CONSERVATI ON	CON -ZONING ONLY
00-00-31-1616-0001-0000	SINGLE FAMILY HOME	510 CITRONA DRIVE	R-1	CONSERVATI ON	CONSERVATION FLUM + CON ZONING TO ALIGN WITH 5- FOOT ELEVATION (FLUM AND ZONING CHANGES)

00-00-31-1616-0002-0000	MULTI-FAMILY HOME	522 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL	CONSERVATION FLUM + CON ZONING TO ALIGN WITH 5-FOOT ELEVATION (FLUM AND ZONING CHANGES)
00-00-31-1616-0003-0000	VACANT	526 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL	CONSERVATION/ CON (FLUM AND ZONING CHANGES)
00-00-31-1180-0015-0000	SINGLE FAMILY HOME	420 CITRONA DRIVE	R-1	LOW DENSITY RESIDENTIAL/ CONSERVATION (~466 SQ FEET)	CONSERVATION FLUM + CON ZONING TO ALIGN WITH WETLANDS BOUNDARY* (PAB RECCOMENDATION TO REMAIN CONSERVATION FOR APPROX. 466 SQ. FT.)

ZONING MAP AMENDMENTS (PAB CASE 2019-15)					
PARCEL ID NUMBER	EXISTING USE	STREET ADDRESS	CURRENT ZONING	FUTURE LAND USE CATEGORY	ACTION REQUESTED: ZONING CHANGE
00-00-31-1800-0287-0002	VACANT	S 5TH STREET	I-1	MEDIUM DENSITY RESIDENTIAL	R-2
00-00-31-1800-0287-0130	VACANT	615 S 5TH STREET	I-1	MEDIUM DENSITY RESIDENTIAL	R-2
00-00-31-1800-0287-0150	VACANT	410 FIR STREET	I-1	MEDIUM DENSITY RESIDENTIAL	R-2

00-00-31-1800-0288-0040	SINGLE FAMILY HOME	731 S 6TH STREET	I-1	MEDIUM DENSITY RESIDENTIAL	R-2 (eastern 0.23 acres only)
00-00-31-1800-0288-0060	SINGLE FAMILY HOME	715 S 6TH STREET	I-1	MEDIUM DENSITY RESIDENTIAL	R-2
20-3N-29-0000-0014-0150	RETIREMENT	1900 AMELIA TRACE COURT	MU-1	GENERAL COMMERCIAL	C-1
00-00-31-1652-0012-0000	SINGLE FAMILY HOME	2309 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0015-0000	SINGLE FAMILY HOME	2329 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0016-0000	SINGLE FAMILY HOME	2347 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1651-0050-0000	SINGLE FAMILY HOME	2119 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0010-0000	SINGLE FAMILY HOME	2225 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0011-0000	SINGLE FAMILY HOME	2255 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0014-0000	SINGLE FAMILY HOME	2315 OFF SHORE COURT	R-2	MEDIUM DENSITY RESIDENTIAL/CONSERVATION	CON TO ALIGN WITH WETLANDS AND PLAT MAP

PAB2019- 0015

REC'D: _____ BY: _____

INVOICE #: _____

PAYMENT: _____ TYPE: _____

BOARD MEETING DATE: OCT 2019



PLANNING ADVISORY BOARD APPLICATION

- | | |
|--|---|
| ☒ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$1,000) | ☐ VACATION OF R.O.W. (\$1,700) |
| ☐ COMP PLAN AMENDMENT (\$1,700) | ☐ VOLUNTARY ANNEXATION (\$1,500) |
| | ☐ Revision to each PAB Application
To offset additional display ad fee (\$400) |

APPLICANT INFORMATION

Owner Name: VARIES- SEE ATTACHED

Mailing Address: _____

Telephone: _____ **Fax:** _____

Email: _____

Agent Name: PLANNING AND CONSERVATION DEPARTMENT

Mailing Address: 204 ASH STREET FERNANDINA BEACH, FL 32034

Telephone: (904) 310-3480 **Fax:** _____

Email: KGIBSON@FBFL.ORG

PROPERTY INFORMATION

Street Address: VARIOUS- SEE ATTACHED LIST

Parcel Identification Number(s): _____

Lot Number: _____ **Block Number:** _____ **Subdivision:** _____

Section: _____ **Township:** _____ **Range:** _____

PROJECT INFORMATION

Total Number of Lots/Parcels: SEE ATTACHED LIST

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: _____

Existing Zoning Classification: VARIES - SEE ATTACHED LIST

Existing Future Land Use Classification: VARIES- SEE ATTACHED LIST

Previous Planning/Zoning Approvals: _____

Description of Request:

MODIFICATION BASED ON DIRECTION PROVIDED THROUGH THE
ADOPTION OF ORDINANCE 2019-05

SIGNATURE/NOTARY

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

8/28/19 [Signature]
Date Signature of Applicant

STATE OF FLORIDA }
 ss
COUNTY OF NASSAU }

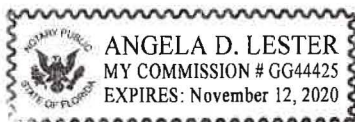
Subscribed and sworn to before me this 28 day of August, 2019.

[Signature]
Notary Public: Signature

Angela D. Lester
Printed Name

11/12/20
My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____



ZONING CONFLICT

PIN	Subdivisio	ZoningDist	FutureLand	OWNER_NAME	USEDESC	HOUSE_NO	STREET	ST_MD	CHANGE FLUM	CHANGE ZONING
00-00-31-1014-0001-0000	AMELIA HEIGHTS SUBDIVISION	R-3	MEDIUM DENSITY RESIDENTIAL	AMELIA COMMERCIAL PROPERTIES	VACANT		ASKINS	ST		R-2
00-00-31-1014-0002-0000	AMELIA HEIGHTS SUBDIVISION	R-3	MEDIUM DENSITY RESIDENTIAL	AMELIA COMMERCIAL PROPERTIES	VACANT		ASKINS	ST		R-2
00-00-31-1014-0003-0000	AMELIA HEIGHTS SUBDIVISION	R-3	MEDIUM DENSITY RESIDENTIAL	AMELIA COMMERCIAL PROPERTIES	VACANT		ASKINS	ST		R-2
00-00-31-1014-0004-0000	AMELIA HEIGHTS SUBDIVISION	R-3	MEDIUM DENSITY RESIDENTIAL	AMELIA COMMERCIAL PROPERTIES	VACANT		ASKINS	ST		R-2
00-00-31-1180-0017-0050	CITRONA SUB	R-1	CONSERVATION	CITY OF FERNANDINA BEACH	MUNICIPAL		GUM	ST		CON
00-00-31-1180-0017-0060	CITRONA SUB	R-1	CONSERVATION	CITY OF FERNANDINA BEACH	MUNICIPAL		GUM	ST		CON
00-00-31-1180-0018-0010	CITRONA SUB	R-1	CONSERVATION	STATE OF FLORIDA DEPARTMENT	VAC GOVERN		GUM	ST		CON
00-00-31-1180-0018-0030	CITRONA SUB	R-1	CONSERVATION	CITY OF FERNANDINA BEACH	MUNICIPAL		GUM	ST		CON
00-00-31-1180-0018-0040	CITRONA SUB	R-1	CONSERVATION	CITY OF FERNANDINA BEACH	MUNICIPAL		GUM	ST		CON
00-00-31-1180-0022-0010	CITRONA SUB	R-1	CONSERVATION	SEALS & ASSOCIATES INC	VACANT		CITRONA	DR		CON
00-00-31-1470-0001-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	CECIL BRYANT & KIMBERLY	SINGLE FAM	925	TARPON	AVE		R-3
00-00-31-1470-0002-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	LANGLOIS JOSEPH R D JR	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0003-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	WILDES JAMES L JR & MARY G	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0004-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	GERMANO DORIS B	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0005-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	TUKEVA JANICE L &	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0006-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	SHEEN MARIE L M	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0007-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	ALTA TRUST	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0008-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	DADDARIO JOSEPH E	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0009-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	HELWIG WAYNE	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-000A-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	NORTH POINTE OF FERNANDINA	COMMON S/D		TARPON	AV		R-3
00-00-31-1470-000B-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	NORTH POINTE OF FERNANDINA	COMMON S/D		TARPON	AV		R-3
00-00-31-1470-0010-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	DILEO FRANK	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0011-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	CARR HOUSTON H	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0012-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	HOLDEN SYDNEY B	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0013-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	LEWIS RITCHIE N SR & SHEILA M	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0014-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	BUTLER JEFFREY M & PAULA T	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0015-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	COSGROVE GREGORY J &	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0016-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	SCRUGGS SETH A (50%) &	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0017-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	BELLINGER JOSEPH N JR & BRENDA	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0018-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	WHITE SHIRLEY L &	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0019-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	KASUN DAVID M	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0020-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	LEE MARTHA R	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0021-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	GIBSON CLAUDIA G	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0022-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	DAVIS JAMES & RICHARD(3/9INT)&	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0023-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	CAFFEE KENNETH DAVID & DIANE M	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0024-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	DAWSON KATHY S	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0025-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	PARTUS FREDERICK PAUL TRUSTEE	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0026-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	DUCHEN RICHARD L & JEANNE P	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0027-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	WEISFELD ELINOR	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0028-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	LEMACKS STANLEY R	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0029-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	ELLIOTT CHARLES S & KATHLEEN L	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-0030-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	THUEMLING THOMAS G	SINGLE FAM	925	TARPON	AV		R-3
00-00-31-1470-00E1-0000	NORTH POINTE	R-2	HIGH DENSITY RESIDENTIAL	NORTH POINTE HOMEOWNERS	COMMON S/D		TARPON	AV		R-3
00-00-31-1616-0003-0020	RED BAY FOREST	R-1	CONSERVATION	STATE OF FLORIDA DEPARTMENT	VAC GOVERN		CITRONA	DR		CON
00-00-31-1652-0012-0000	THE RESIDENCE AT AMELIA LANDINGS		MEDIUM DENSITY RESIDENTIAL	HUTZELL CRAIG L & MARY KAY	SINGLE FAM	2309	OFF SHOR	CT		CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0015-0000	THE RESIDENCE AT AMELIA LANDINGS	R-2	CONSERVATION	MCADAMS JANE	SINGLE FAM	2329	OFF SHOR	CT		CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1652-0016-0000	THE RESIDENCE AT AMELIA LANDINGS	R-2	CONSERVATION	OLIVER SHARON D	SINGLE FAM	2347	OFF SHOR	CT		CON TO ALIGN WITH WETLANDS AND PLAT MAP
00-00-31-1800-0287-0002	CITY OF FERNANDINA BEACH S/D	I-1	MEDIUM DENSITY RESIDENTIAL	MILLER MATTHEW & JOELYNN	VACANT IND		S 5TH	ST		R-2
00-00-31-1800-0287-0130	CITY OF FERNANDINA BEACH S/D	I-1	MEDIUM DENSITY RESIDENTIAL	MILLER MATTHEW & JOELYNN	VACANT IND	615	5TH	ST		R-2
00-00-31-1800-0287-0150	CITY OF FERNANDINA BEACH S/D	I-1	MEDIUM DENSITY RESIDENTIAL	MILLER MATTHEW & JOELYNN	VACANT	410	FIR	ST		R-2

ZONING CONFLICT

00-00-31-1800-0288-0040	CITY OF FERNANDINA BEACH S/D	I-1	MEDIUM DENSITY RESIDENTIAL	YORK WAYNE & BETTY R	SINGLE FAM	731	6TH	ST		R-2
00-00-31-1800-0288-0060	CITY OF FERNANDINA BEACH S/D	I-1	MEDIUM DENSITY RESIDENTIAL	WALKER GERALDINE	SINGLE FAM	715	6TH	ST		R-2
20-3N-29-0000-0014-0150	Not in a Subdivision	MU-1	GENERAL COMMERCIAL	SLM AMELIA ISLAND LLC	RETIREMENT	1900	AMELIA TR	CT		C-1
27-3N-28-1192-000C-0000	CITRONA	R-1	CONSERVATION	SHELL COVE HOMEOWNERS ASSC INC	COMMON S/D		SHELL COVE	CR		CON
27-3N-28-1192-000D-0000	CITRONA	R-1	CONSERVATION	SHELL COVE HOMEOWNERS ASSC INC	COMMON S/D		SHELL COVE	CR		CON
00-00-31-1180-0018-0040	CITRONA SUB	R-1	CONSERVATION	CITY OF FERNANDINA BEACH	MUNICIPAL		GUM	ST		CON
00-00-31-1800-0279-0011	CITY OF FERNANDINA BEACH S/D	MU-1/ R-2	MIXED USE/ MEDIUM DENSITY RESIDENTIAL	BUCHANAN DIANA L	SINGLE FAM	402	S 3RD	ST		ORDINANCE CONFLICT 04-35 - Mapping drawn incorrectly
00-00-31-1800-0279-0120	CITY OF FERNANDINA BEACH S/D	MU-1/ R-2	MIXED USE/ MEDIUM DENSITY RESIDENTIAL	KOHLMAN DOUGLAS SCOTT	SINGLE FAM	324	S 3RD	ST		ORDINANCE CONFLICT 04-35 - Mapping drawn incorrectly



PROPERTY INFORMATION

Parcel Number 00-00-31-1014-0001-0000

Owner Name AMELIA COMMERCIAL PROPERTIES
Mailing Address LLC
PO BOX 471
FERNANDINA BEACH, FL 320350471
Location Address ASKINS ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20 3245
Homestead No
Property Usage VACANT 000000
Deed Acres 0
Short Legal LOT 1 PT OR 2191/1014 AMELIA HEIGHTS SUB PB 5/169

2019 Preliminary Values (Subject to Change)

Land Value \$85,000
(+) Improved Value \$0
(=) Market Value \$85,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$85,000
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$85,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$85,000



Map This Parcel



GIS Report



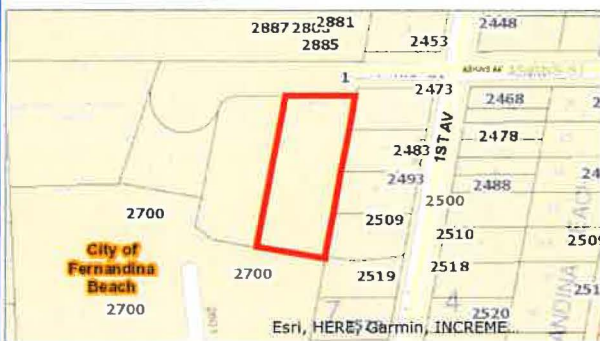
Property Record Card



Print Friendly Page

Note - *13% Cap does not apply to School Taxable Value

PARCEL MAP



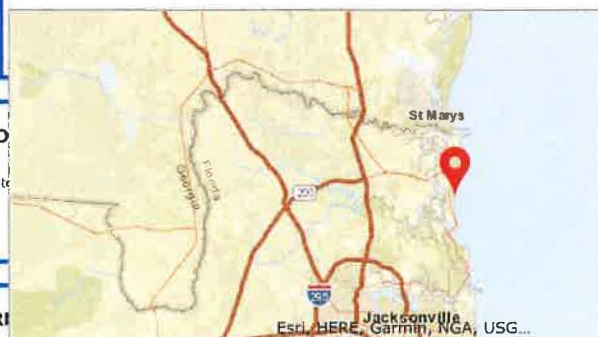
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-04-20	2191 / 1014	\$100	QC	U	N	O'CONNER JAMES PRATT ET AL	AMELIA COMMERCIAL PROPERTIES LLC



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1014-0002-0000

Owner Name AMELIA COMMERCIAL PROPERTIES
Mailing Address LLC
PO BOX 471
FERNANDINA BEACH, FL 320350471
Location Address ASKINS ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage VACANT 000000
Deed Acres 0
Short Legal LOT 2 PT OR 2191/1014 AMELIA HEIGHTS SUB PB 5/169

2019 Preliminary Values (Subject to Change)

Land Value \$75,000
(+) Improved Value \$0
(=) Market Value \$75,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$75,000
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$75,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$75,000



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



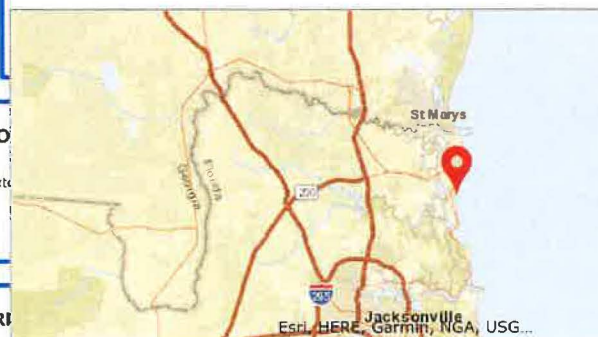
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-04-20	2191 / 1014	\$100	QC	U	N	O'CONNOR JAMES PRATT ET AL	AMELIA COMMERCIAL PROPERTIES LLC



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1014-0003-0000

Owner Name AMELIA COMMERCIAL PROPERTIES
Mailing Address LLC
PO BOX 471
FERNANDINA BEACH, FL 320350471
Location Address ASKINS ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage VACANT 000000
Deed Acres 0
Short Legal LOT 3 PT OR 2191/1014 AMELIA HEIGHTS SUB PB 5/169

2019 Preliminary Values (Subject to Change)

Land Value \$50,000
(+) Improved Value \$0
(=) Market Value \$50,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$50,000
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$50,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$50,000



Map This Parcel



GIS Report



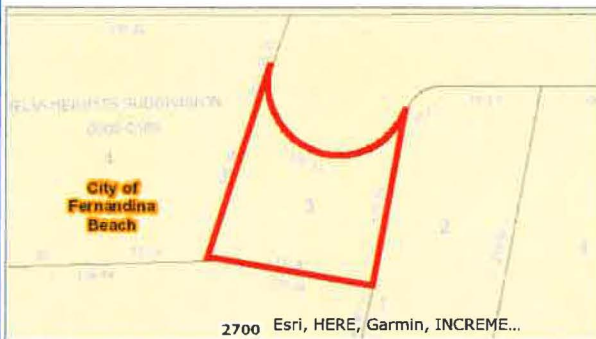
Property Record Card



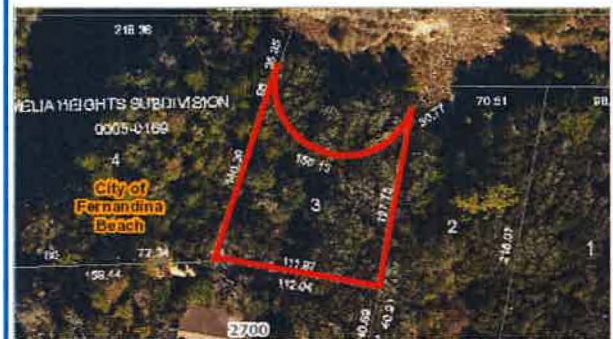
Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



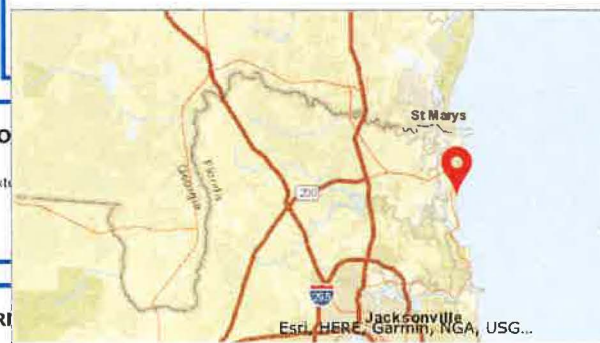
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-04-20	2191 / 1014	\$100	QC	U	N	O'CONNER JAMES PRATT ET AL	AMELIA COMMERCIAL PROPERTIES LLC



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1014-0004-0000

Owner Name AMELIA COMMERCIAL PROPERTIES
Mailing Address LLC
PO BOX 471
FERNANDINA BEACH, FL 320350471
Location Address ASKINS ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage VACANT 000000
Deed Acres 0
Short Legal LOT 4 PT OR 2191/1014 AMELIA HEIGHTS SUB PB 5/169

2019 Preliminary Values (Subject to Change)

Land Value \$85,000
(+) Improved Value \$0
(=) Market Value \$85,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$85,000
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$85,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$85,000



Map This Parcel



GIS Report



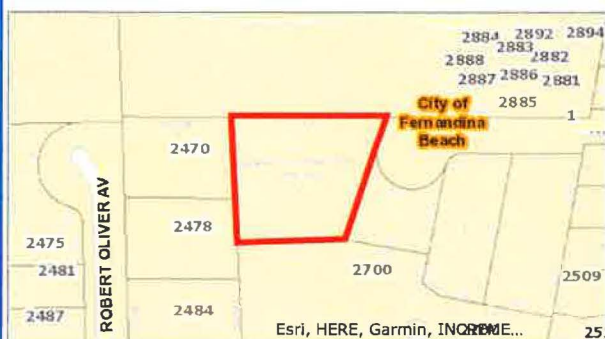
Property Record Card



Print Friendly Page

Note - 10% Cap does not apply to School Taxable Value

PARCEL MAP



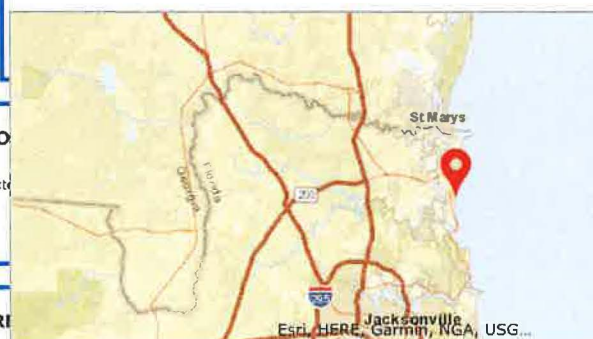
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-04-20	2191 / 1014	\$100	QC	U	N	O'CONNER JAMES PRATT ET AL	AMELIA COMMERCIAL PROPERTIES LLC



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0017-0050

Owner Name CITY OF FERNANDINA BEACH
Mailing Address 204 ASH STREET
FERNANDINA BEACH, FL 32304
Location Address GUM ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage MUNICIPAL 008900
Deed Acres 0.56
Short Legal PT LOT 17 IN OR 2185/1437 CITRONA S/D OF SEC 28-3N-28E UNR

2019 Preliminary Values (Subject to Change)

Land Value	\$		Map This Parcel
(+) Improved Value	\$0		
(=) Market Value	\$100		GIS Report
(-) Agricultural Classification	\$0		
(-) SOH or Non-Hx* Capped Savings	\$		Property Record Card
(=) Assessed Value	\$100		
(-) Homestead	\$0		Print Friendly Page
(-) Additional Exemptions	\$		
(=) School Taxable Value	\$0		
(-) Non-School HX & Other Exempt Value	\$		
(=) County Taxable Value	\$0		

*Note: 112% Cap does not apply to School Taxable Value

PARCEL MAP



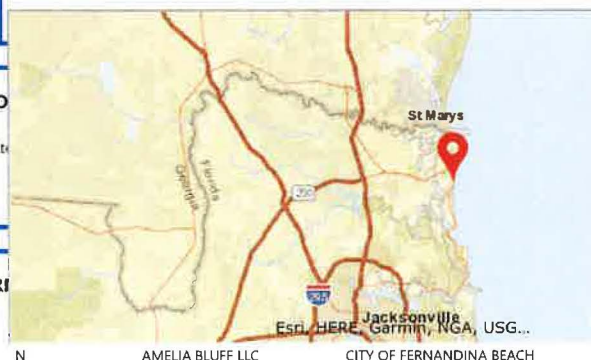
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2018-03-20	2185 / 1437	\$0	MS	U



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0017-0060

Owner Name CITY OF FERNANDINA BEACH

Mailing Address 204 ASH STREET

Location Address FERNANDINA BEACH, FL 32034

GUM ST

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead Yes

Property Usage MUNICIPAL 008900

Deed Acres 3.63

Short Legal PT LOT 17 IN OR 2185/1446 CITRONA S/D OF SEC 28-3N-28E UNR

2019 Preliminary Values (Subject to Change)

Land Value	\$	
(+) Improved Value	\$0	
(=) Market Value	\$363	
(-) Agricultural Classification	\$0	
(-) SOH or Non-Hx* Capped Savings	\$	
(=) Assessed Value	\$363	
(-) Homestead	\$0	
(-) Additional Exemptions	\$	
(=) School Taxable Value	\$0	
(-) Non-School HX & Other Exempt Value	\$	
(=) County Taxable Value	\$0	

Note - *13.5 Cap does not apply to School Taxable Value

PARCEL MAP



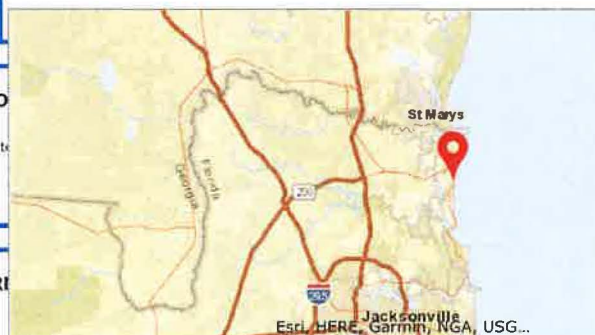
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2018-03-20	2185 / 1446	\$0	MS	U

AMELIA BLUFF LLC CITY OF FERNANDINA BEACH



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0018-0010

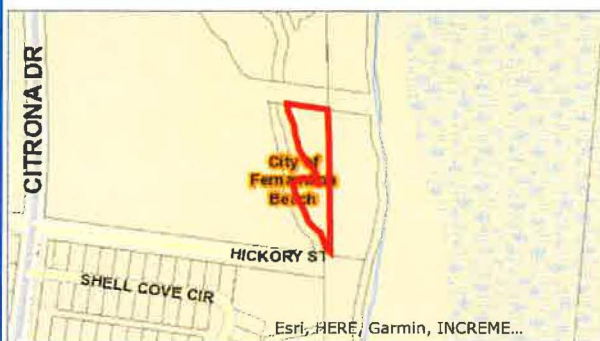
Owner Name STATE OF FLORIDA DEPARTMENT
Mailing Address OF TRANSPORTATION
1109 SOUTH MARION AVENUE
LAKE CITY, FL 320255874
Location Address GUM ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage VAC GOVERN 008000
Deed Acres 0.64
Short Legal PT LOT 18 IN OR 1128/1917 BEING PARCEL "B13-A" CITRONA S/D
UNR

2019 Preliminary Values (Subject to Change)

Land Value	\$100		Map This Parcel
(+) Improved Value	\$0		
(=) Market Value	\$100		GIS Report
(-) Agricultural Classification	\$0		
(-) SOH or Non-Hx* Capped Savings	\$		Property Record Card
(=) Assessed Value	\$100		
(-) Homestead	\$0		Print Friendly Page
(-) Additional Exemptions	\$0		
(=) School Taxable Value	\$0		
(-) Non-School HX & Other Exempt Value	\$0		
(=) County Taxable Value	\$0		

Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



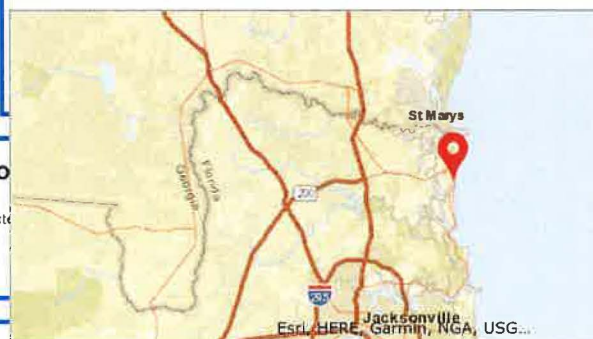
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP

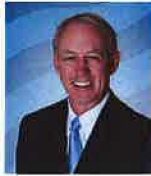


BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
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A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0018-0030

Owner Name CITY OF FERNANDINA BEACH
Mailing Address 204 ASH STREET
FERNANDINA BEACH, FL 32304
Location Address GUM ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage MUNICIPAL 008900
Deed Acres 0.36
Short Legal PT LOT 18 IN OR 2185/1437 CITRONA S/D OF SEC 28-3N-28E UNR

2019 Preliminary Values (Subject to Change)

Land Value \$
(+) Improved Value \$0
(=) Market Value \$100
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$100
(-) Homestead \$0
(-) Additional Exemptions \$
(=) School Taxable Value \$0
(-) Non-School HX & Other Exempt Value \$
(=) County Taxable Value \$0

Note: 11% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report



Property Record Card

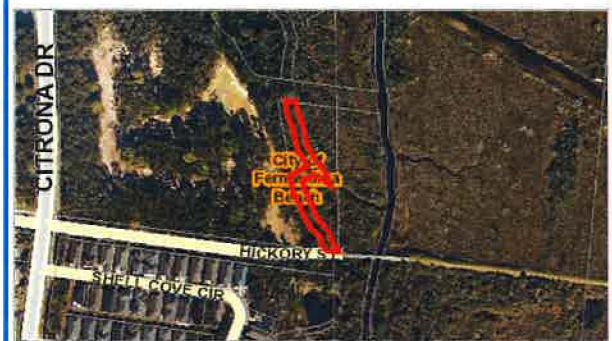


Print Friendly Page

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2018-03-20	2185 / 1437	\$0	MS	U



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0018-0040

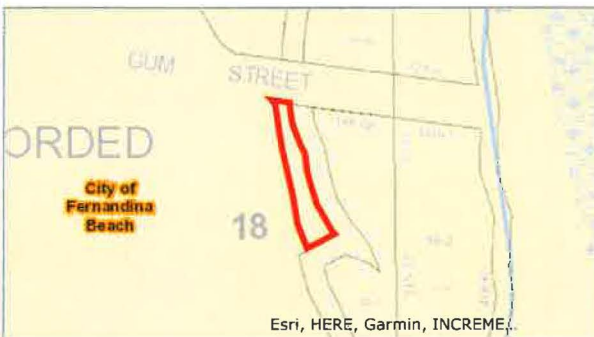
Owner Name CITY OF FERNANDINA BEACH
Mailing Address 204 ASH STREET
FERNANDINA BEACH, FL 32034
Location Address GUM ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage MUNICIPAL 008900
Deed Acres 0.13
Short Legal PT LOT 18 IN OR 2185/1446 CITRONA S/D OF SEC 28-3N-28E UNR

2019 Preliminary Values (Subject to Change)

Land Value	\$		Map This Parcel
(+) Improved Value	\$0		
(=) Market Value	\$100		GIS Report
(-) Agricultural Classification	\$0		
(-) SOH or Non-Hx* Capped Savings	\$		Property Record Card
(=) Assessed Value	\$100		
(-) Homestead	\$0		Print Friendly Page
(-) Additional Exemptions	\$		
(=) School Taxable Value	\$0		
(-) Non-School HX & Other Exempt Value	\$		
(=) County Taxable Value	\$0		

*Note - 12% Cap does not apply to School Taxable Value

PARCEL MAP



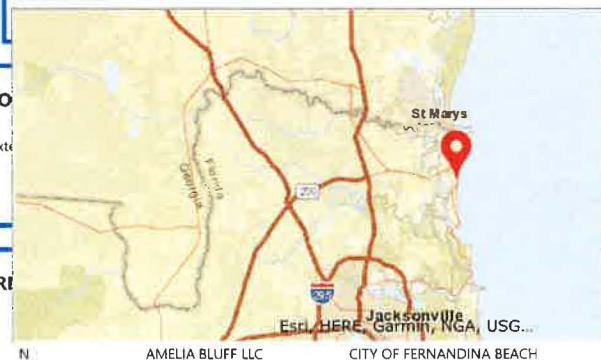
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2018-03-20	2185 / 1446	\$0	MS	U



PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0022-0010

Owner Name SEALS & ASSOCIATES INC
 Mailing Address 300 WILLOW BEND ROAD #200
 Location Address PEACHTREE CITY, GA 302693349
 CITRONA DR
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead No
 Property Usage VACANT 000000
 Deed Acres 4.34
 Short Legal PT OF LOTS 22 & 23 IN OR 2009/1932 CITRONA UNR

2019 Preliminary Values (Subject to Change)

Land Value \$134,300
 (+) Improved Value \$0
 (=) **Market Value** **\$134,300**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$
 (=) **Assessed Value** **\$59,290**
 (-) Homestead \$0
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$134,300
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value** **\$59,290**



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *13% Cap does not apply to School Taxable Value

PARCEL MAP



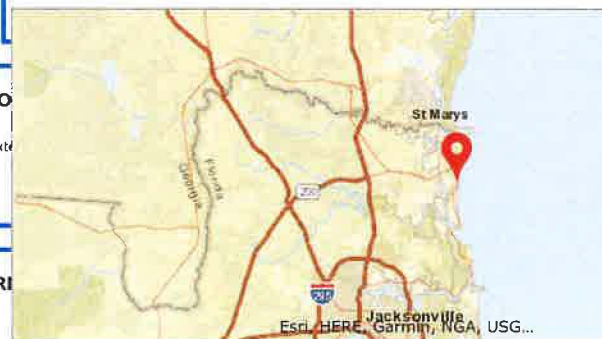
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



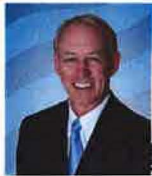
BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
------	------------	-------------	----------	-------	-------------

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	
2015-08-30	2009 / 1932	\$100	WD	U	N
1990-12-28	615 / 745	\$100	WD	U	N

OCEAN VIEW APARTMENTS LIMITED
 PARTNERSHIP
 OCEAN VIEW APTS
 SEALS & ASSOCIATES INC
 SEALS & ASSOCIATES



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0001-0000

Owner Name CECIL BRYANT & KIMBERLY

Mailing Address 126 SASSER RD

Location Address WAYCROSS, GA 31503

925 TARPON AVE (UNIT) 1
FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead No

Property Usage SINGLE FAM 000100

Deed Acres 0

Short Legal LOT 1 IN OR 2031/1741 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000

(+) Improved Value \$107,548

(=) Market Value \$177,548

(-) Agricultural Classification \$0

(-) SOH or Non-Hx* Capped Savings \$

(=) Assessed Value \$174,187

(-) Homestead \$0

(-) Additional Exemptions \$0

(=) School Taxable Value \$177,548

(-) Non-School HX & Other Exempt Value \$0

(=) County Taxable Value \$174,187

Note - *13% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

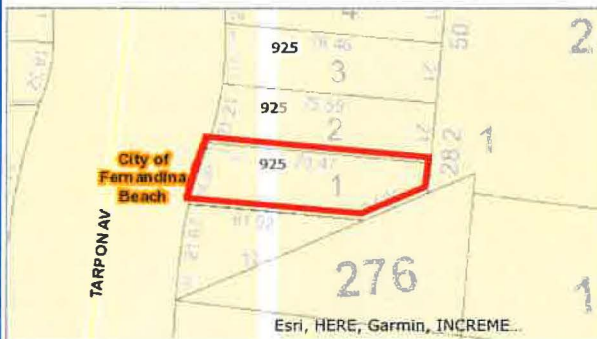


Property Record Card



Print Friendly Page

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	2331	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2016-03-01	2031 / 1741	\$177,500	WD	Q
2005-02-28	1298 / 1107	\$191,000	WD	Q
1998-04-20	830 / 928	\$51,000	WD	Q

BESSELMAN JOHN P & TRISHA	CECIL BRYANT & KIMBERLY
SURRENCY NANCY A COCHRAN	BESSELMAN JOHN P & TRISHA
PAGE KIMBERLY	COCHRAN NANCY A



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0002-0000

Owner Name LANGLOIS JOSEPH R D JR
 Mailing Address 925 TARPON AVE #2
 Location Address FERNANDINA BEACH, FL 32034
 925 TARPON AV (UNIT) 2
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 2 IN OR 2062/1828 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
 (+) Improved Value \$102,516
 (=) **Market Value** **\$172,516**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$48,326
 (=) **Assessed Value** **\$124,190**
 (-) Homestead \$25,000
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$99,190
 (-) Non-School HX & Other Exempt Value \$25,000
 (=) **County Taxable Value** **\$74,190**



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

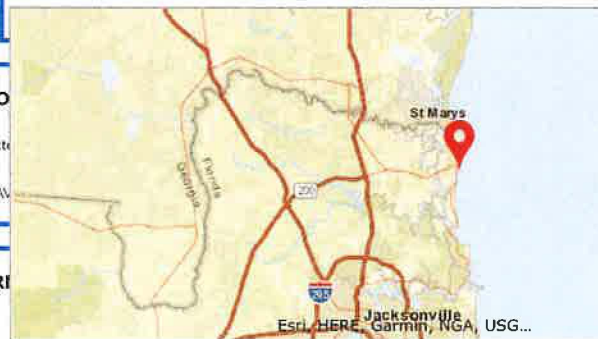


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2016-07-29	2062 / 1828	\$185,000	WD	Q	Y	HARRIS ROBERT P & BRITTA S LANGLOIS JOSEPH R D JR
2004-05-28	1234 / 747	\$156,000	WD	Q	Y	CHANCEY JAMES H & MARIA HARRIS ROBERT P & BRITTA S
1993-07-20	685 / 315	\$44,600	WD	Q	Y	FUDGE GERALD & SUE CHANCEY JAMES & M



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0003-0000

Owner Name WILDES JAMES L JR & MARY G
 Mailing Address 925 TARPON AVE #3
 Location Address FERNANDINA BEACH, FL 32034
 925 TARPON AV (UNIT) 3
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 3 IN OR 1871/1090 NORTH POINTE PB 5/26

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
 (+) Improved Value \$102,814
 (=) **Market Value** **\$172,814**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$15,765
 (=) **Assessed Value** **\$157,049**
 (-) Homestead \$25,000
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$132,049
 (-) Non-School HX & Other Exempt Value \$25,000
 (=) **County Taxable Value** **\$107,049**



Map This Parcel



GIS Report



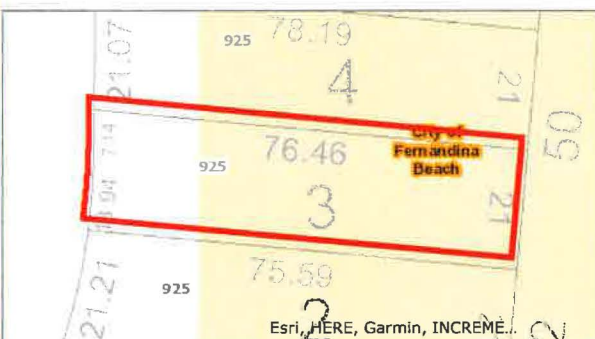
Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

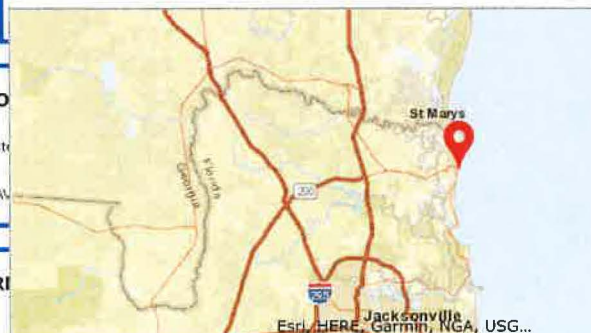


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2013-07-19	1871 / 1090	\$142,000	WD	Q

HEGGENSTALLER BRUCE W & BARBARA S
 WILDES JAMES L JR & MARY G



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0005-0000

Owner Name TUKEVA JANICE L &
Mailing Address EMRICK GARY J (W&H)
3452 SW 52ND AVE
BUSHNELL, FL 33513
Location Address 925 TARPON AV (UNIT) 5
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 5 IN OR 2207/29 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,555
(=) Market Value \$172,555
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$172,555
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$172,555
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$172,555



Map This Parcel



GIS Report



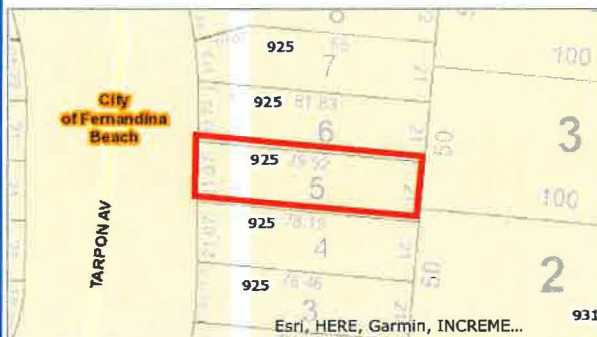
Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-06-27	2207 / 29	\$235,000	WD	Q	Y	TOZZI GINO & KIM	TUKEVA JANICE L & GARY J EMRICK (W&H)



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NASSAU COUNTY
PROPERTY APPRAISER






PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0006-0000

Owner Name SHEEN MARIE L M
Mailing Address 51 CENTER RD

SHIRLEY, MA 01464
Location Address 925 TARPON AV (UNIT) 6
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 6 IN OR 652 PG 365 NORTH POINTE PB 5/27

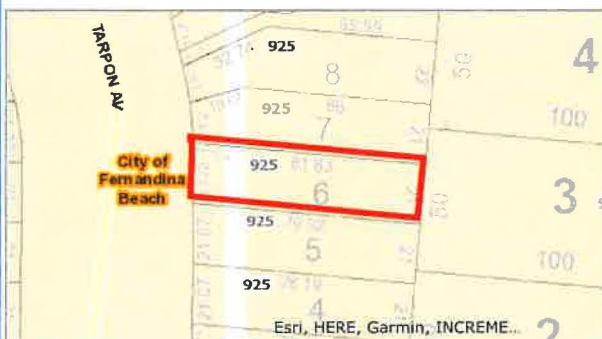
2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$103,107
(=) Market Value \$173,107
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$169,854
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$173,107
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$169,854



Note - *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	
1992-03-19	652 / 365	\$42,500	WD	Q	Y
1982-04-01	357 / 597	\$40,000	WD	Q	Y
1981-02-01	411 / 571	\$5,300	WD	U	Y



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NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0008-0000

Owner Name DADDARIO JOSEPH E
Mailing Address 925 TARPON AV #8
FERNANDINA BEACH, FL 32034
Location Address 925 TARPON AV (UNIT) 8
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 8 IN OR 1239/344 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,244
(=) Market Value \$172,244
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$49,022
(=) Assessed Value \$123,222
(-) Homestead \$25,000
(-) Additional Exemptions \$500
(=) School Taxable Value \$97,722
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$72,722



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

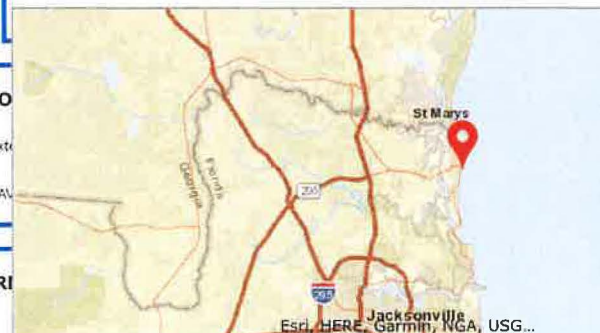


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2004-06-18	1239 / 344	\$152,800	WD	Q
1999-11-15	907 / 1902	\$84,000	WD	Q

ARTHUR JESSICA L DADDARIO JOSEPH E
NEAGLE JOSEPH LEE & DOROTHY E ARTHUR JESSICA L



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0009-0000

Owner Name: HELWIG WAYNE
 Mailing Address: 925 TARPON AVE #9
 Location Address: FERNANDINA BEACH, FL 32034
 Location Address: 925 TARPON AV (UNIT) 9
 Location Address: FERNANDINA BEACH 32034
 Tax District: FERNANDINA BEACH
 Millage: 20.3245
 Homestead: Yes
 Property Usage: SINGLE FAM 000100
 Deed Acres: 0
 Short Legal: LOT 9 IN OR 1890/802 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value: \$70,000
 (+) Improved Value: \$102,971
 (=) **Market Value**: **\$172,971**
 (-) Agricultural Classification: \$0
 (-) SOH or Non-Hx* Capped Savings: \$15,770
 (=) **Assessed Value**: **\$157,201**
 (-) Homestead: \$25,000
 (-) Additional Exemptions: \$0
 (=) School Taxable Value: \$132,201
 (-) Non-School HX & Other Exempt Value: \$25,000
 (=) **County Taxable Value**: **\$107,201**



Map This Parcel



GIS Report



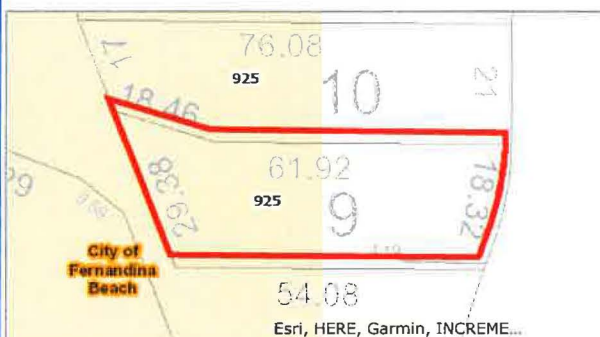
Property Record Card



Print Friendly Page

Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

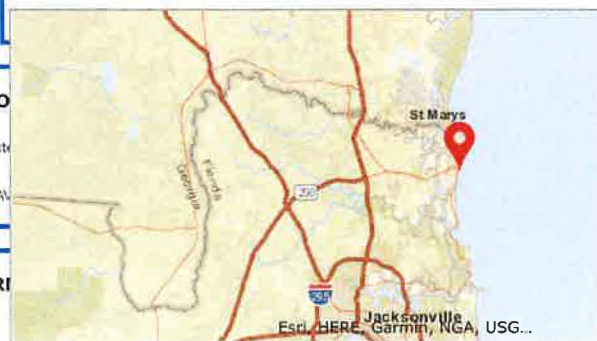


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2013-10-23	1890 / 802	\$138,000	WD	Q

FEDERAL HOME LOAN MORTGAGE CORPORATION

HELWIG WAYNE



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-000A-0000

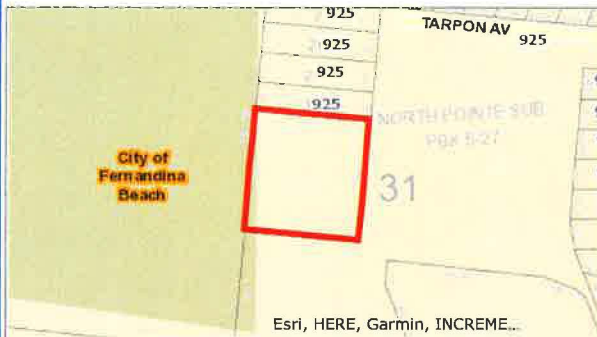
Owner Name NORTH POINTE OF FERNANDINA
Mailing Address BEACH HOMEOWNERS ASSOC INC
13609 N MAIN STREET
JACKSONVILLE, FL 32218
Location Address TARPON AV
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage COMMON S/D 000005
Deed Acres 0
Short Legal TRACT A COMMON AREA NORTH POINTE REPLAT

2019 Preliminary Values (Subject to Change)

Land Value	\$		Map This Parcel
(+) Improved Value	\$0		
(=) Market Value	\$100		GIS Report
(-) Agricultural Classification	\$0		
(-) SOH or Non-Hx* Capped Savings	\$		Property Record Card
(=) Assessed Value	\$100		
(-) Homestead	\$0		Print Friendly Page
(-) Additional Exemptions	\$		
(=) School Taxable Value	\$100		
(-) Non-School HX & Other Exempt Value	\$		
(=) County Taxable Value	\$100		

Note: *12% Cap does not apply to School Taxable Value

PARCEL MAP



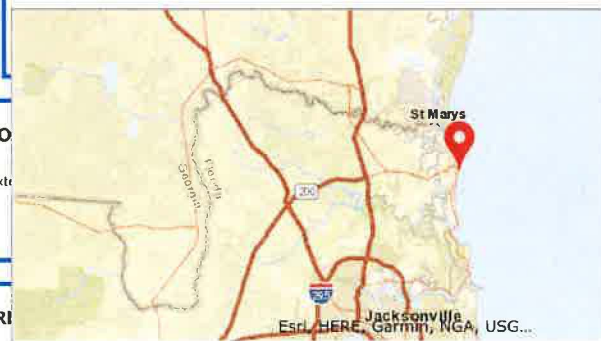
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-000B-0000

Owner Name NORTH POINTE OF FERNANDINA
Mailing Address BEACH HOMEOWNERS ASSOC INC
13609 N MAIN STREET
JACKSONVILLE, FL 32218
Location Address TARPON AV
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage COMMON S/D 000005
Deed Acres 0
Short Legal TRACT B COMMON AREA NORTH POINTE REPLAT

2019 Preliminary Values (Subject to Change)

Land Value	\$	
(+) Improved Value	\$0	
(=) Market Value	\$100	Map This Parcel
(-) Agricultural Classification	\$0	
(-) SOH or Non-Hx* Capped Savings	\$	
(=) Assessed Value	\$100	GIS Report
(-) Homestead	\$0	
(-) Additional Exemptions	\$	
(=) School Taxable Value	\$100	Property Record Card
(-) Non-School HX & Other Exempt Value	\$	
(=) County Taxable Value	\$100	
		Print Friendly Page

Note: *13% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
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A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0010-0000

Owner Name DILEO FRANK
Mailing Address 925 TARPON AVE #10
Location Address FERNANDINA BEACH, FL 32034
925 TARPON AV (UNIT) 10
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 10 IN OR 2145/1895 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,859
(=) Market Value \$172,859
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$34,508
(=) Assessed Value \$138,351
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$113,351
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$88,351



Map This Parcel



GIS Report



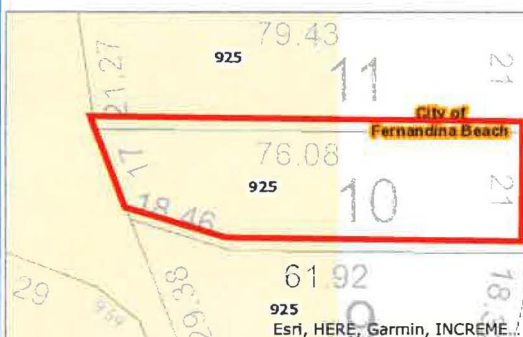
Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

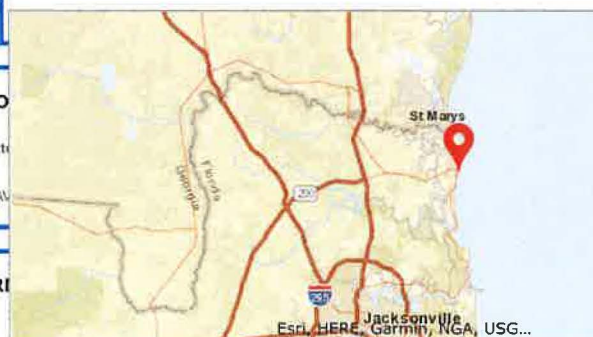


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2017-09-18	2145 / 1895	\$145,100	CT	U
1997-04-03	789 / 528	\$14,500	WD	U
1989-09-06	578 / 529	\$48,000	WD	Q

CLERK OF COURT	DILEO FRANK
STAFFORD MARGUERITE S	STAFFORD MARTIN J
QUINN FRANCIS & S	STAFFORD MARTIN & M



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER






PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0011-0000

Owner Name CARR HOUSTON H
Mailing Address 925 TARPON AV #11

FERNANDINA BEACH, FL 32034
Location Address 925 TARPON AV (UNIT) 11
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 11 IN OR 1830/1137 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,624
(=) Market Value \$172,624
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$48,680
(=) Assessed Value \$123,944
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$98,944
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$73,944



Map This Parcel



GIS Report



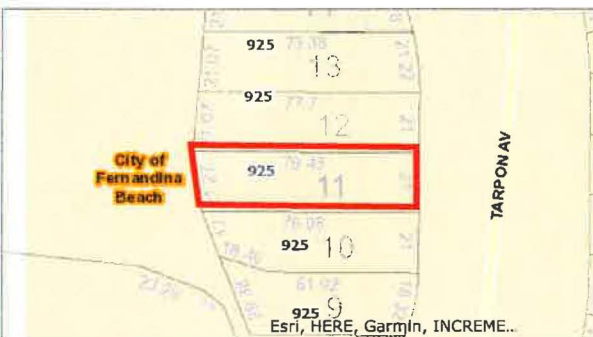
Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

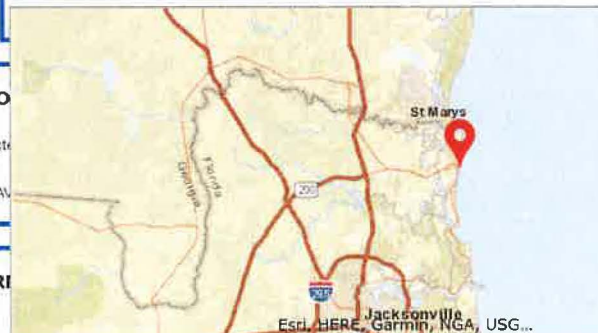


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2012-12-17	1830 / 1137	\$125,000	WD	Q	Y	HIGHTMAN PHILIP C TRUSTEE CARR HOUSTON H
2000-12-13	961 / 1925	\$100	WD	U	Y	HIGHTMAN PHILIP C HIGHTMAN PHILIP C TRUSTEE
1986-11-01	502 / 1246	\$39,000	WD	Q	Y	



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0012-0000

Owner Name HOLDEN SYDNEY B
Mailing Address PO BOX 626
FERNANDINA BEACH, FL 320350626
Location Address 925 TARPON AV (UNIT) 12
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 12 IN OR 987/138 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$106,139
(=) Market Value \$176,139
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$68,562
(=) Assessed Value \$107,577
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$82,577
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$57,577



Map This Parcel



GIS Report



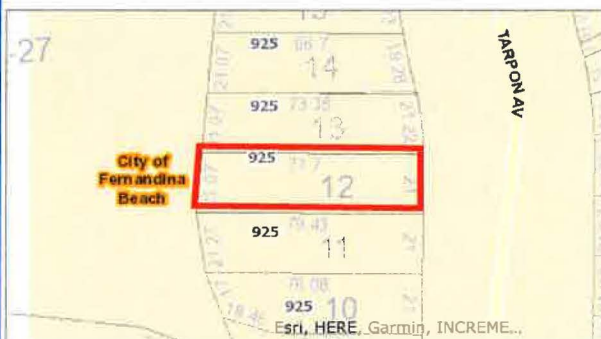
Property Record Card



Print Friendly Page

Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1218	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2001-05-17	987 / 138	\$75,000	WD	Q	Y	HIGHSMITH RAMON E & JACKIE I HOLDEN SYDNEY B
1996-12-11	779 / 217	\$49,500	WD	Q	Y	SHARMA KAPIL HIGHSMITH RAMON E & JACKIE I
1989-01-04	560 / 358	\$45,900	WD	Q	Y	PROCTOR RALPH M SHARMA LEELA



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0013-0000

Owner Name SANDUSKY CHARLES E & CAROL S
Mailing Address 1501 PLUNKETTS ROAD
BUFORD, GA 30519
Location Address 925 TARPON AV (UNIT) 13
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 13 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$108,275
(=) Market Value \$178,275
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$178,275
(-) Homestead \$0
(-) Additional Exemptions \$0
(-) School Taxable Value \$178,275
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$178,275



Map This Parcel



GIS Report



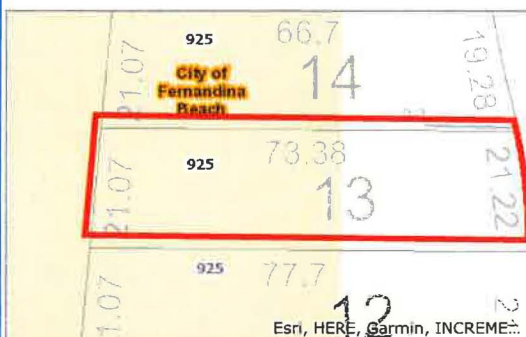
Property Record Card



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Note - *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

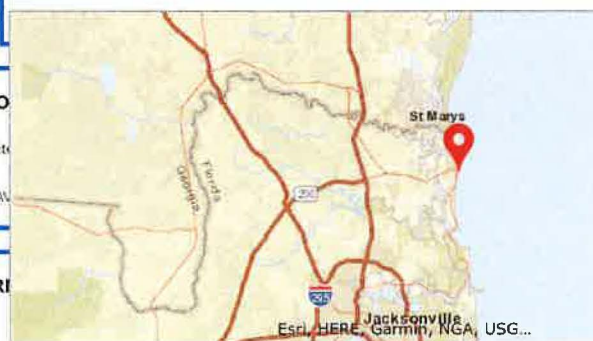


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2019-03-20	2263 / 107	\$270,000	WD	Q	Y	LEWIS RITCHIE N SR & SHEILA M SANDUSKY CHARLES E & CAROL S (H&W)
2017-03-27	2109 / 1671	\$170,000	PR	U	Y	MILLS JOHN A JR & DELAMA LEWIS RITCHIE N SR & SHEILA M



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0014-0000

Owner Name SCHECTER 2014 FAMILY TRUST
 Mailing Address 1830 PLANTATION OAKS DRIVE
 JACKSONVILLE, FL 32223
 Location Address 925 TARPON AV (UNIT) 14
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead No
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 14 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
 (+) Improved Value \$109,979
 (=) **Market Value** **\$179,979**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$
 (=) **Assessed Value** **\$176,707**
 (-) Homestead \$0
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$179,979
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value** **\$176,707**



Map This Parcel



GIS Report



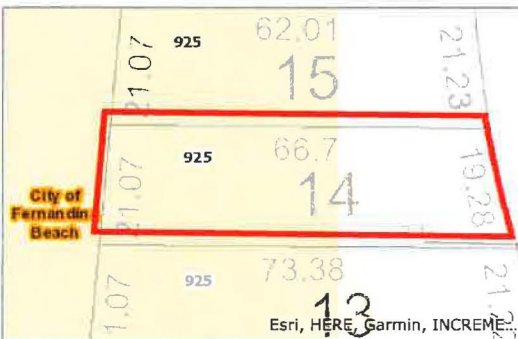
Property Record Card



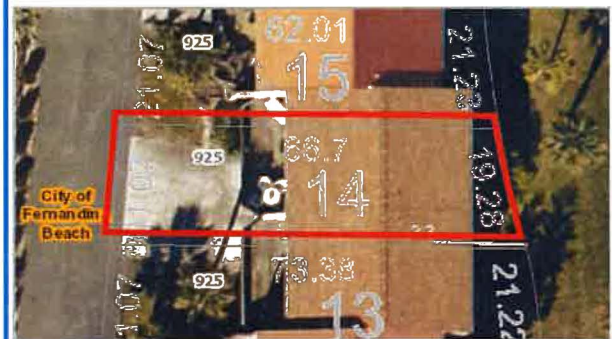
Print Friendly Page

Note - 113% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

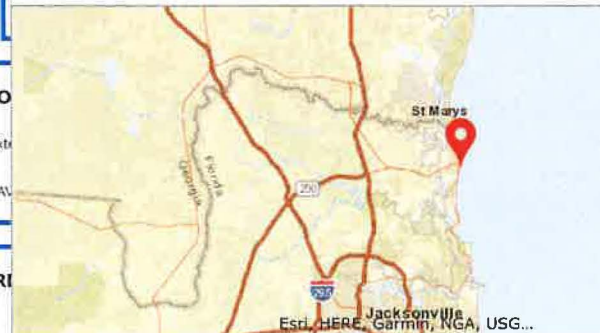


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2019-04-30	2271 / 1724	\$275,000	WD	Q
2016-08-01	2062 / 252	\$165,000	WD	Q

BUTLER JEFFREY M & PAULA T SCHECTER 2014 FAMILY TRUST
 POULIOT PATRICIA A BUTLER JEFFREY MICHAEL & PAULA TIFFANY



NASSAU COUNTY
PROPERTY APPRAISER



Short Legal LOT 15 IN OR 1779/732 NORTH POINTE PB 5/27

Note - *10% Cap does not apply to School Taxable Value



925
City of Fernandina Beach

59.2

16

22.02

21.01

925

62.01

15

21.23

925

66.7

19

Esri, HERE, Garmin, INCRE...

59.2
22.02
21.28
19.28
925
City of Ferndale Beach
925
16
15
14

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A map of the Jacksonville, Georgia area. A red pin is placed on the Atlantic coast, labeled 'St Marys'. To the south of the pin, the city of Jacksonville is labeled. Major roads, including I-95 and SR 200, are shown. The Atlantic Ocean is to the east.

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1986	1150	2	2.5	ABOVE AVE

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2012-02-13	1779 / 732	\$133,000	WD	Q	Y	SCOTT'S USA INC	COSGROVE GREGORY J & KIM M JAMES



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0016-0000

Owner Name SCRUGGS SETH A & CARRIE

Mailing Address 1512 HUCKBERRY CT

ST JOHNS, FL 32259

Location Address 925 TARPON AV (UNIT) 16
FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead No

Property Usage SINGLE FAM 000100

Deed Acres 0

Short Legal LOT 16 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value	\$70,000
(+) Improved Value	\$105,510
(=) Market Value	\$175,510
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$
(=) Assessed Value	\$172,256
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$175,510
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$172,256



Map This Parcel



GIS Report



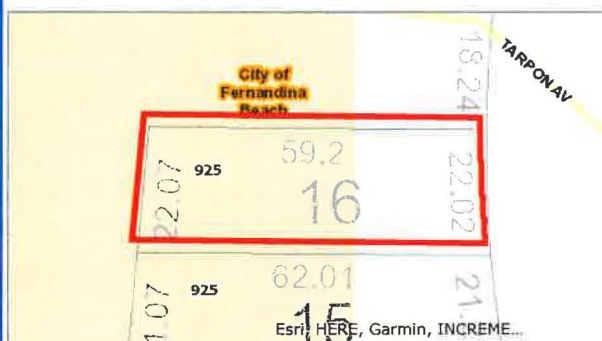
Property Record Card



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Note - 10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFOR

Sale Date	Book Page	Price	Instr	Qual
2019-04-17	2369 / 580	\$100	QC	U
2012-11-02	1822 / 1767	\$80,000	WD	U

SCRUGGS SETH A & FOREST &
DEBORAH STEVENS
SCRUGGS SETH A & CARRIE (H&W)
STEVENS FOREST L & DEBORAH L



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0017-0000

Owner Name BELLINGER JOSEPH N JR & BRENDA

Mailing Address 925 TARPON AVE #17

Location Address FERNANDINA BEACH, FL 32034

925 TARPON AV (UNIT) 17

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead Yes

Property Usage SINGLE FAM 000100

Deed Acres 0

Short Legal LOT 17 IN OR 682/272 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value	\$70,000
(+) Improved Value	\$104,478
(=) Market Value	\$174,478
(-) Agricultural Classification	\$0
(-) SOH or Non-HX* Capped Savings	\$48,410
(=) Assessed Value	\$126,068
(-) Homestead	\$25,000
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$101,068
(-) Non-School HX & Other Exempt Value	\$25,000
(=) County Taxable Value	\$76,068



Map This Parcel



GIS Report



Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
1993-06-03	682 / 272	\$52,500	WD	Q
1991-08-23	634 / 528	\$52,500	WD	Q
1983-05-01	388 / 142	\$100	WD	U

ZABOREK FRANK & P

COUCH CHARLES A

BELLINGER JOSEPH JR

ZABOREK E FRANK & P



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0018-0000

Owner Name WHITE SHIRLEY L &
Mailing Address HAMMITT NORMAN JEFFREY
4850 SE DEVENWOOD WAY
STUART, FL 34997
Location Address 925 TARPON AV (UNIT) 18
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 18 IN OR 2042/1723 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$109,767
(=) Market Value \$179,767
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$176,503
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$179,767
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$176,503



Map This Parcel



GIS Report



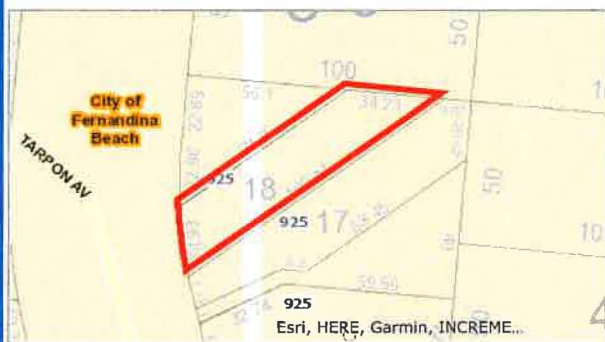
Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2016-04-25	2042 / 1723	\$100	WD	U	Y	WHITE BRIAN C	HAMMITT NORMAN JEFFREY
2006-08-10	1436 / 596	\$230,000	WD	Q	Y	LINDSAY WILLIAM D & LOLA JANE	WHITE BRIAN C



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0019-0000

Owner Name KASUN DAVID M
Mailing Address 925 TARPON AVE #19
Location Address 925 TARPON AV (UNIT) 19
FERNANDINA BEACH, FL 32034
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 19 IN OR 981/655 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,560
(=) Market Value \$172,560
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$66,055
(=) Assessed Value \$106,505
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$81,505
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$56,505



Map This Parcel



GIS Report



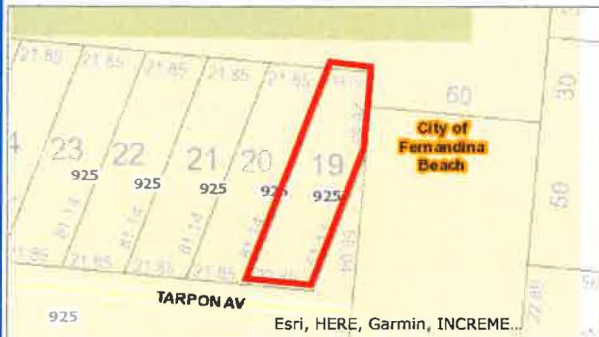
Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2001-04-12	981 / 655	\$93,000	WD	Q	Y	
1988-06-30	546 / 903	\$43,500	WD	Q	Y	
1982-09-01	369 / 267	\$45,500	WD	U	Y	

WILLARD JAMES E & BARBARA G

KASUN DAVID M

STEVENSON LESLIE & H

WILLARD JAMES & B G



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0020-0000

Owner Name LEE MARTHA R &
 Mailing Address ABERNATHY JAMES C
 925 TARPON AV UNIT #20
 FERNANDINA BEACH, FL 32034
 Location Address 925 TARPON AV (UNIT) 20
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 20 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
 (+) Improved Value \$102,560
 (=) **Market Value** **\$172,560**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$112,903
 (=) **Assessed Value** **\$59,657**
 (-) Homestead \$25,000
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$34,657
 (-) Non-School HX & Other Exempt Value \$9,657
 (=) **County Taxable Value** **\$25,000**



Map This Parcel



GIS Report



Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

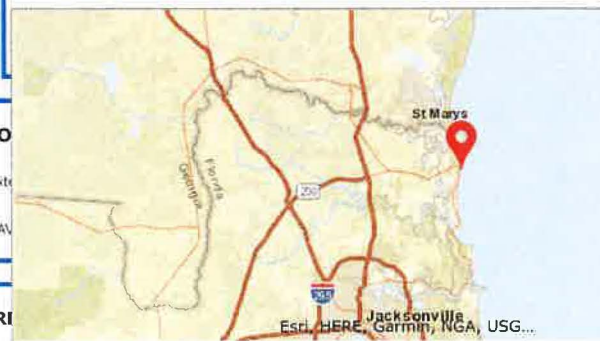


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2019-06-12	2281 / 813	\$100	QC	U	Y	LEE MARTHA R	LEE MARTHA R & JAMES C ABERNATHY



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0021-0000

Owner Name GIBSON CLAUDIA G
Mailing Address 228 SOUTH VIEW TRAIL #20158
JASPER, GA 30143
Location Address 925 TARPON AV (UNIT) 21
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 21 IN OR 1764/887 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$110,459
(=) Market Value \$180,459
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$177,121
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$180,459
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$177,121



Map This Parcel



GIS Report



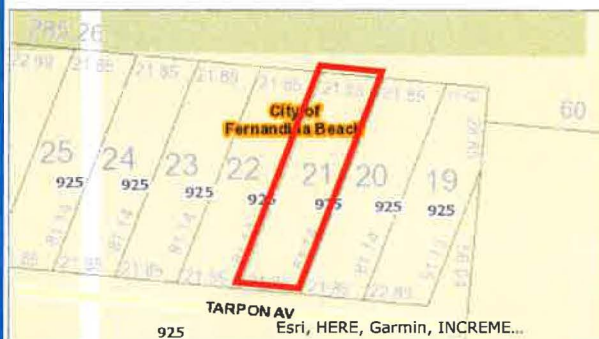
Property Record Card



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Note - *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

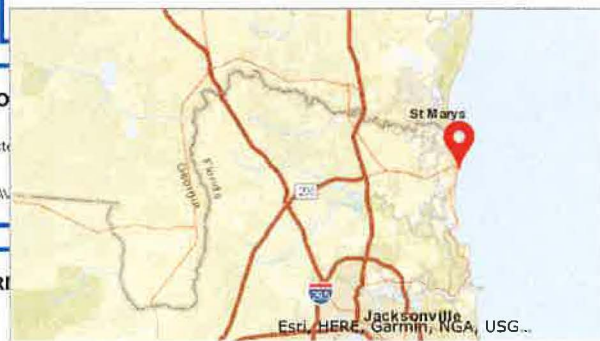


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1991	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2011-11-07	1764 / 887	\$142,000	WD	Q
2005-06-09	1324 / 481	\$205,000	WD	Q
1995-05-15	729 / 1234	\$48,500	WD	Q

PARKER GREGORY S & ALICIA

GIBSON CLAUDIA G

MINOR LAURA A

PARKER GREGORY S & ALICIA

NERMOC PETER J

MINOR LAURA A



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0022-0000

Owner Name DAVIS JAMES & RICHARD(3/9INT)&
 Mailing Address DAVIS THOMAS F & JAMES W &
 RICHARD T (2/9 INT EACH)
 566 WEST MAIN STREET
 FOREST CITY, NC 28043
 Location Address 925 TARPON AV (UNIT) 22
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead No
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 22 IN OR 491/224 & OR 1699/431 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
 (+) Improved Value \$102,552
 (=) **Market Value** **\$172,552**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$
 (=) **Assessed Value** **\$169,223**
 (-) Homestead \$0
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$172,552
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value** **\$169,223**



Map This Parcel



GIS Report



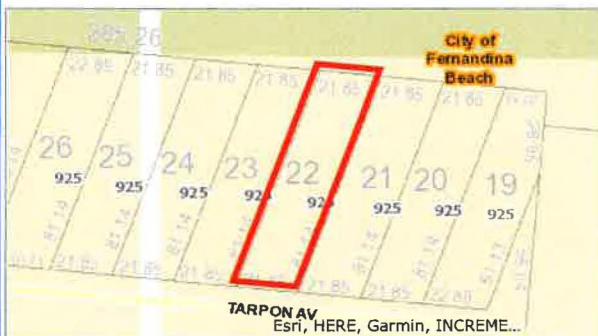
Property Record Card



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Note: +10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2010-08-26	1699 / 431	\$25,000	WD	U	Y	JOLLEY LAVONNE B & LEWIS ETAL	DAVIS JAMES W & RICHARD T DAVIS (3/9 INT)



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0023-0000

Owner Name CAFFEE KENNETH DAVID & DIANE M
Mailing Address TRUSTEES OF KENNETH & DIANE
CAFFEE REVOCABLE LIVING TRUST
8960 WATER TUPELO RD
FORT MYERS, FL 32912
Location Address 925 TARPON AV (UNIT) 23
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 23 IN OR 1453/1989 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$106,855
(=) Market Value \$176,855
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$176,855
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$176,855
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$176,855



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1992	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2006-10-23	1:53 / 1989	\$100	WD	U	Y	CAFFEE KENNETH DAVID & DIANE M	CAFFEE KENNETH D SR & DIANE M TRUSTEES



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0024-0000

Owner Name DAWSON KATHY S
Mailing Address PO BOX 392

HAWKINSVILLE, GA 31036
Location Address 925 TARPON AV (UNIT) 24
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 24 IN OR 1633/64 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$106,614
(=) Market Value \$176,614
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$173,250
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$176,614
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$173,250



Map This Parcel



GIS Report



Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Y
2009-07-31	1633 / 64	\$131,000	WD	U	Y
1995-07-21	734 / 1114	\$48,000	WD	Q	Y

BEALE ELAINE
COTTRELL LEONARD F & KATHRYN
M

DAWSON KATHY S
BEALE ELAINE



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0025-0000

Owner Name PARTUS FREDERICK PAUL TRUSTEE
Mailing Address FREDERICK PAUL PARTUS TRUST
7180 BRANDON MILL ROAD
ATLANTA, GA 30328
Location Address 925 TARPON AV (UNIT) 25
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 25 IN OR 814/1981 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,657
(=) Market Value \$172,657
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$169,344
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$172,657
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$169,344

Note - *10% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report



Property Record Card



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PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
1997-11-26	814 / 1981	\$100	WD	U	Y	PARTUS FREDERICK PAUL	PATRUS FREDERICK PAUL TRUSTEE
1983-07-01	392 / 693	\$52,400	WD	Q	Y		



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0026-0000

Owner Name DUCHEN RICHARD L & JEANNE P
Mailing Address 3382 STONECREST CT

ATLANTA, GA 30341
Location Address 925 TARPON AV (UNIT) 26
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 26 IN OR 1084/1381 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,345
(=) Market Value \$172,345
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$168,955
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$172,345
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$168,955

Note: *12% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

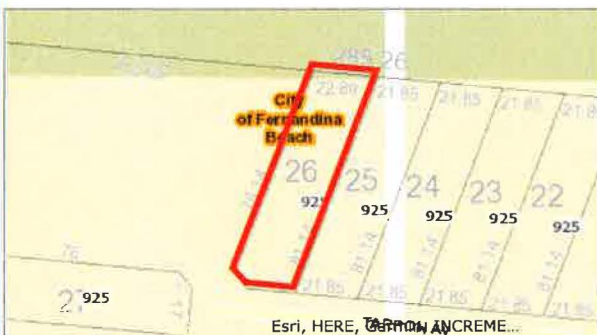


Property Record Card



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PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2002-10-03	1084 / 1381	\$130,000	WD	Q
1996-02-08	750 / 1896	\$51,500	WD	Q
1982-09-01	369 / 623	\$45,500	WD	U

PETTINGILL MICHAEL R DUCHEN RICHARD L & JEANNE P
LAMB RONALD G PETTINGILL MICHAEL R



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0027-0000

Owner Name WEISFELD ELINOR
Mailing Address 925 TARPON AVE APT 27
FERNANDINA BEACH, FL 32034
Location Address 925 TARPON AV (UNIT) 27
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 27 IN OR 2133/339 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$105,383
(=) Market Value \$175,383
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$50,573
(=) Assessed Value \$124,810
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$99,810
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$74,810

Note - *13% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

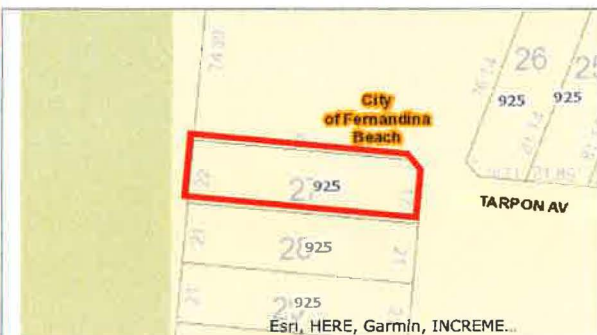


Property Record Card



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PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	2124	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2017-05-15	2133 / 339	\$100	QC	U	Y	WEISFELD JEFFREY M WEISFELD ELINOR
2009-06-09	1624 / 914	\$210,000	WD	Q	Y	FOLEY LINDA WEISFELD JEFFREY M & ELINOR
2004-05-19	1231 / 1199	\$152,000	WD	Q	Y	PALMISANO PAUL A & LAURA J FOLEY LINDA



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NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0028-0000

Owner Name LEMACKS STANLEY R
Mailing Address 925 TARPON AVE # 28
FERNANDINA BEACH, FL 32034
Location Address 925 TARPON AV (UNIT) 28
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 28 IN OR 562 PG 736 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$101,971
(=) Market Value \$171,971
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$112,314
(=) Assessed Value \$59,657
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$34,657
(-) Non-School HX & Other Exempt Value \$9,657
(=) County Taxable Value \$25,000



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GIS Report



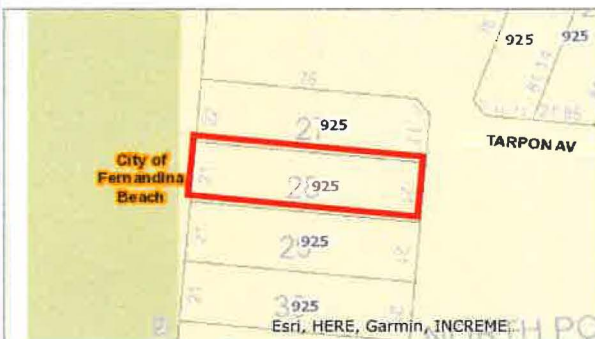
Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

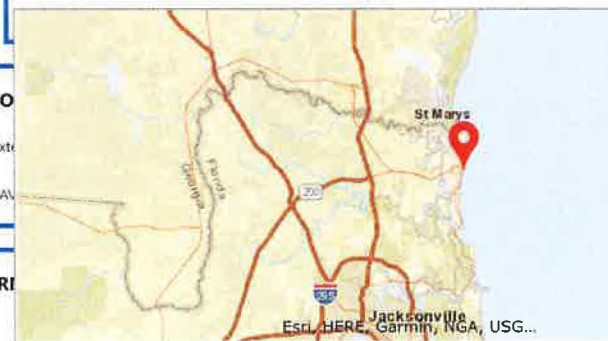


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	
1989-02-03	562 / 736	\$43,000	WD	Q	Y
1984-05-01	419 / 701	\$43,000	WD	Q	Y
1983-04-01	385 / 310	\$47,900	WD	Q	Y

HERBERT WM & LESLIE

LEMACKS STANLEY R



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Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0029-0000

Owner Name ELLIOTT CHARLES S & KATHLEEN L
Mailing Address ELLIOTT IAN MATTHEW (JT/RS)
18 LAKEWOOD RD
MANASQUAN, NJ 08736
Location Address 925 TARPON AV (UNIT) 29
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 29 IN OR 1966/1902 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
(+) Improved Value \$102,255
(=) Market Value \$172,255
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$168,860
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$172,255
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$168,860

Note - *10% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

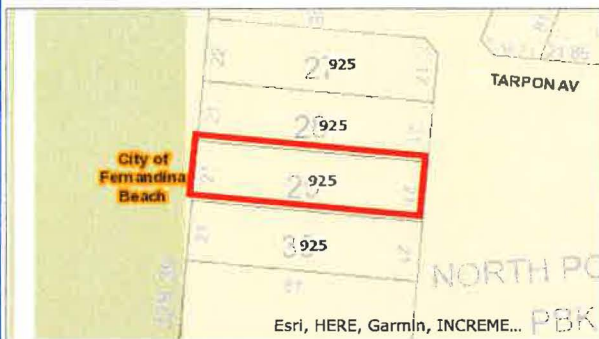


Property Record Card



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PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ex
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2015-03-06	1966 / 1902	\$185,000	WD	Q	Y	RABINOWE WILLIAM B & CARMEN C	ELLIOTT CHARLES S & KATHLEEN L ET AL



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-0030-0000

Owner Name THUENLING THOMAS G
 Mailing Address 925 TARPON AVE UNIT #30
 Location Address FERNANDINA BEACH, FL 32034
 925 TARPON AV (UNIT) 30
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 30 IN OR 722 PG 1626 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$70,000
 (+) Improved Value \$102,753
 (=) **Market Value** **\$172,753**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$113,096
 (=) **Assessed Value** **\$59,657**
 (-) Homestead \$25,000
 (-) Additional Exemptions \$500
 (=) School Taxable Value \$34,157
 (-) Non-School HX & Other Exempt Value \$9,657
 (=) **County Taxable Value** **\$24,500**



Map This Parcel



GIS Report



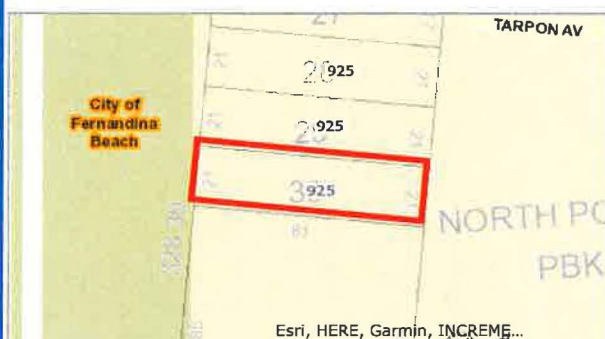
Property Record Card



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Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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LOCATION MAP

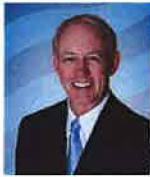


BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
TOWNHOUSE	1827	1150	2	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
1995-01-27	722 / 1626	\$46,200	WD	Q
1983-12-01	407 / 564	\$49,900	WD	Q
1983-06-01	390 / 208	\$39,900	WD	Q



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NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1470-00E1-0000

Owner Name NORTH POINTE HOMEOWNERS
Mailing Address ASSOCIATION INC
PO BOX 1312
FERNANDINA BEACH, FL 320351312
Location Address TARPON AV
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage COMMON S/D 000005
Deed Acres 0
Short Legal IN OR 521 PG 483 ESMTS 1 2 & 3 NORTH POINTE PB 5/27

2019 Preliminary Values (Subject to Change)

Land Value \$100
(+) Improved Value \$0
(=) Market Value \$100
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$100
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$100
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$100



Map This Parcel



GIS Report



Property Record Card



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Hx = 10% and does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee



PROPERTY INFORMATION

Parcel Number 00-00-31-1616-0003-0020

Owner Name STATE OF FLORIDA DEPARTMENT
Mailing Address OF TRANSPORTATION
1109 SOUTH MARION AVENUE
LAKE CITY, FL 320255874
Location Address CITRONA DR
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage VAC GOVERN 008000
Deed Acres 0
Short Legal

2019 Preliminary Values (Subject to Change)

Land Value \$80
(+) Improved Value \$0
(=) Market Value \$80
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$80
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$0
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$0



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GIS Report



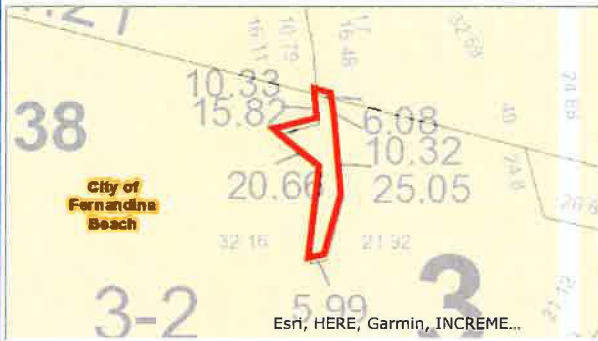
Property Record Card



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Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



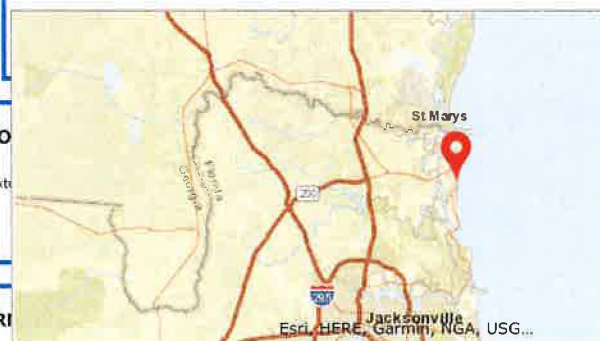
2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2003-03-19	1132 / 1581	\$100	QC	U	N	YOUNG MEN'S CHRISTIAN ASSOCIATION OF FLA	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



A. Michael Hickox, CFA
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NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1652-0012-0000

Owner Name HUTZELL CRAIG L & MARY KAY
Mailing Address 2309 OFF SHORE COURT
FERNANDINA BEACH, FL 32034
Location Address 2309 OFF SHORE CT
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOTS 12 & 13 IN OR 2031/33 THE RESIDENCE @ AMELIA

2019 Preliminary Values (Subject to Change)

Land Value \$250,000
(+) Improved Value \$390,093
(=) Market Value \$640,093
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$7,092
(=) Assessed Value \$633,001
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$608,001
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$583,001



Map This Parcel



GIS Report



Property Record Card



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Note: -15% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

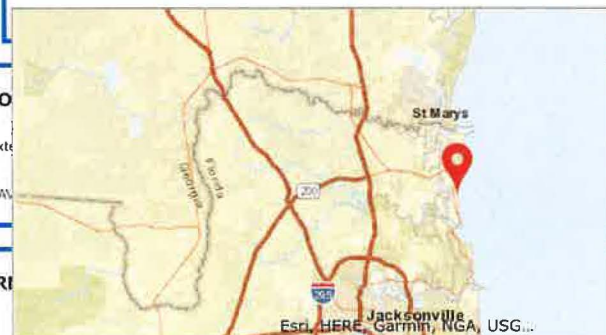


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SNGL FAM	4844	3125	4	3.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2016-02-29	2031 / 33	\$725,000	WD	Q
2008-03-25	1557 / 639	\$684,500	WD	U
2003-10-15	1180 / 1442	\$565,000	WD	Q

SPANGLER DAVID A & REBECCA A	HUTZELL CRAIG L & MARY KAY
KING GEOFFREY D W & KIM	SPANGLER DAVID A & REBECCA A
HINDS ALISON R	KING GEOFFREY D W & KIM



PROPERTY INFORMATION

Parcel Number 00-00-31-1652-0015-0000

Owner Name MCADAMS JANE
 Mailing Address 2329 OFF SHORE COURT
 FERNANDINA BEACH, FL 32034
 Location Address 2329 OFF SHORE CT
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage SINGLE FAM 000100
 Deed Acres 0
 Short Legal LOT 15 IN OR 1410/171 THE RESIDENCE @ AMELIA

2019 Preliminary Values (Subject to Change)

Land Value \$125,000
 (+) Improved Value \$227,189
 (=) **Market Value** **\$352,189**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$144,965
 (=) **Assessed Value** **\$207,224**
 (-) Homestead \$25,000
 (-) Additional Exemptions \$500
 (=) School Taxable Value \$181,724
 (-) Non-School HX & Other Exempt Value \$25,000
 (=) **County Taxable Value** **\$156,724**



Map This Parcel



GIS Report



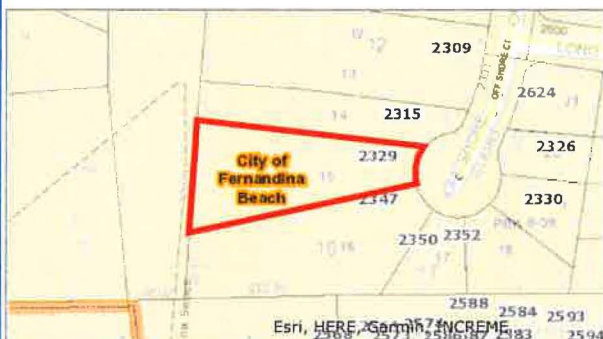
Property Record Card



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Note: *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

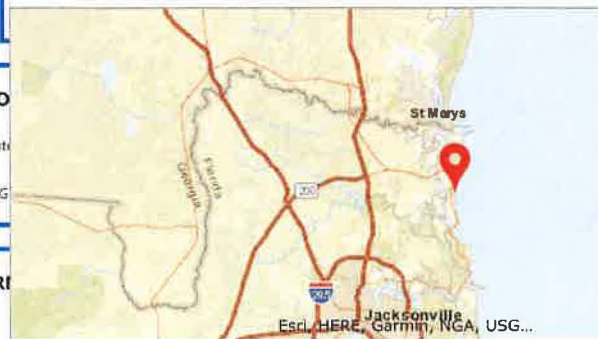


PROPERTY PHOTO



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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SNGL FAM	3349	2293	3	2	AVERAG

SALES INFO

Sale Date	Book Page	Price	Instr	Qual		
2006-05-05	1410 / 171	\$100	QC	U	Y	MCADAMS JANE MCADAMS KENNETH J & KEVIN SCOTT
1996-02-12	784 / 1270	\$40,400	WD	Q	N	AMELIA LANDINGS PARTNERSHIP MCADAMS KENNETH & JANE



PROPERTY INFORMATION

Parcel Number 00-00-31-1652-0016-0000

Owner Name OLIVER SHARON D
Mailing Address PO BOX 1001
VALDESE, NC 28690
Location Address 2347 OFF SHORE CT
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal LOT 16 & S-1 OF LOT 17 IN OR 2014/337 THE RESIDENCE @ AMELIA

2019 Preliminary Values (Subject to Change)

Land Value \$125,000
(+) Improved Value \$254,581
(=) Market Value \$379,581
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$51,767
(=) Assessed Value \$327,814
(-) Homestead \$25,000
(-) Additional Exemptions \$0
(=) School Taxable Value \$302,814
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$277,814



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GIS Report



Property Record Card



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Note: -12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

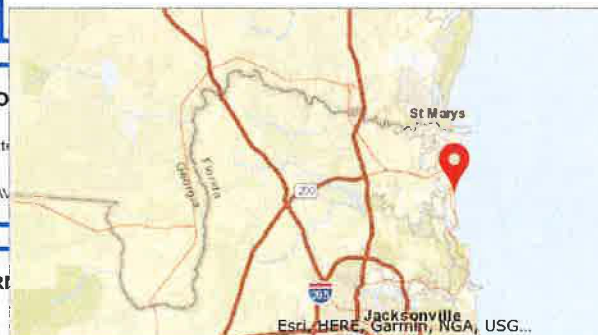


PROPERTY PHOTO



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LOCATION MAP



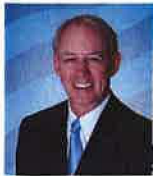
BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ex
SNGL FAM	3827	2664	3	2.5	ABOVE AV

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2015-11-11	2014 / 337	\$415,000	WD	Q
2013-06-26	1868 / 541	\$355,000	WD	Q

WOLLETT RONALD L & CYLESTE A OLIVER SHARON D
GENTRY JAMES L & CAROL K ETAL WOLLETT RONALD L & CYLESTE A



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0287-0002

Owner Name MILLER MATTHEW & JOE LYNN
Mailing Address 416 FIR ST
Location Address FERNANDINA BEACH, FL 32034
S 5TH ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage VACANT IND 004000
Deed Acres 0.34
Short Legal BLOCK 287 LOT 12 IN OR 1971/906 CITY OF FDNA BEACH

2019 Preliminary Values (Subject to Change)

Land Value \$35,000
(+) Improved Value \$0
(=) Market Value \$35,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$30,250
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$35,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$30,250



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Property Record Card



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Note - 112% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual			
2015-03-25	1971 / 902	\$7,100	SW	U	N	AMERIS BANK	MILLER MATTHEW & JOE LYNN
2015-03-25	1971 / 904	\$7,100	SW	U	N	AMERIS BANK	MILLER MATTHEW & JOE LYNN
2015-03-25	1971 / 906	\$7,100	SW	U	N	AMERIS BANK	MILLER MATTHEW & JOE LYNN



A. Michael Hickox, CFA
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NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0287-0130

Owner Name MILLER MATTHEW & JOEYNN
Mailing Address 416 FIR ST
Location Address FERNANDINA BEACH, FL 32034
615 5TH ST S
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage VACANT IND 004000
Deed Acres 0
Short Legal BLOCK 287 LOT 13 IN OR 1917/1203 CITY OF FDNA BEACH

2019 Preliminary Values (Subject to Change)

Land Value \$35,000
(+) Improved Value \$0
(=) Market Value \$35,000
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$30,250
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$35,000
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$30,250



Map This Parcel



GIS Report



Property Record Card



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Note - *13% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

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LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ex

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2014-05-08	1917 / 1203	\$9,000	SW	U



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0287-0150

Owner Name MILLER MATTHEW & JOELYN
Mailing Address 416 FIR ST
FERNANDINA BEACH, FL 32034
Location Address 410 FIR ST
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage VACANT 000000
Deed Acres 0.11
Short Legal BLOCK 287 LOT 15 IN OR 1895/1830 CITY OF FDNA BEACH

2019 Preliminary Values (Subject to Change)

Land Value	\$45,000	
(+) Improved Value	\$0	
(=) Market Value	\$45,000	
(-) Agricultural Classification	\$0	
(-) SOH or Non-Hx* Capped Savings	\$	
(=) Assessed Value	\$12,884	
(-) Homestead	\$0	
(-) Additional Exemptions	\$0	
(=) School Taxable Value	\$45,000	
(-) Non-School HX & Other Exempt Value	\$0	
(=) County Taxable Value	\$12,884	

Note: *10% Cap does not apply to School Taxable Value

PARCEL MAP



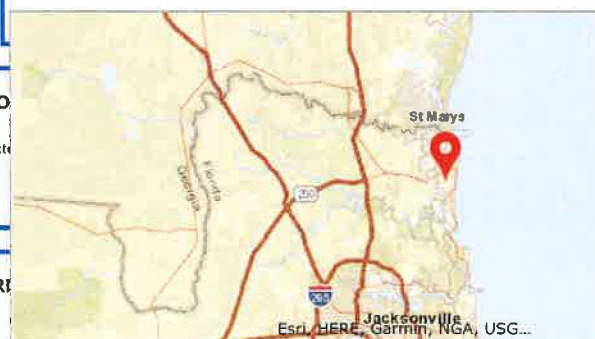
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
------	------------	-------------	----------	-------	-------------

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2013-12-20	1895 / 1830	\$9,000	SW	U

N



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0288-0040

Owner Name YORK WAYNE & BETTY R

Mailing Address 731 S 6TH ST

Location Address FERNANDINA BEACH, FL 32034

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead No

Property Usage SINGLE FAM 000100

Deed Acres 0

Short Legal BLOCK 288 LOTS 4 & 5 L/E OR 1527/1412 CITY OF FDNA BEACH

2019 Preliminary Values (Subject to Change)

Land Value	\$136,640	
(+) Improved Value	\$72,385	
(=) Market Value	\$209,025	
(-) Agricultural Classification	\$0	
(-) SOH or Non-Hx* Capped Savings	\$	
(=) Assessed Value	\$163,790	
(-) Homestead	\$0	
(-) Additional Exemptions	\$0	
(=) School Taxable Value	\$209,025	
(-) Non-School HX & Other Exempt Value	\$0	
(=) County Taxable Value	\$163,790	

Note - *13% Cap does not apply to School Taxable Value

PARCEL MAP



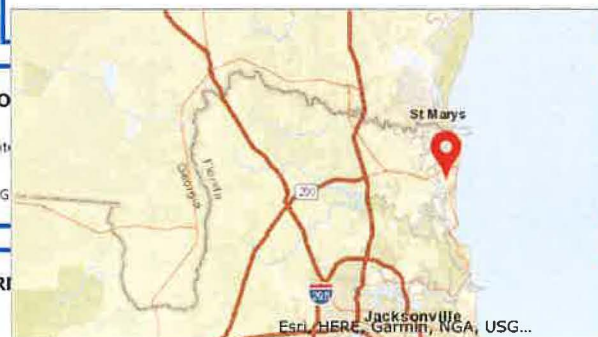
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP

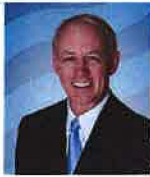


BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	1301	1185	3	1	AVERAG

SALES INFOR

Sale Date	Book Page	Price	Instr	Qual	
2007-09-28	1527 / 1412	\$125,000	WD	U	Y
1978-01-01	257 / 82	\$3,800	WD	Q	Y



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0288-0060

Owner Name WALKER GERALDINE
Mailing Address 715 S 6TH ST
Location Address FERNANDINA BEACH, FL 32034
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal BLOCK 288 LOT 6 OR 99 PG 480 CITY OF FDNA BEACH

2019 Preliminary Values (Subject to Change)

Land Value \$112,000
(+) Improved Value \$130,044
(=) Market Value \$242,044
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$96,994
(=) Assessed Value \$145,050
(-) Homestead \$25,000
(-) Additional Exemptions \$500
(=) School Taxable Value \$119,550
(-) Non-School HX & Other Exempt Value \$25,000
(=) County Taxable Value \$94,550



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

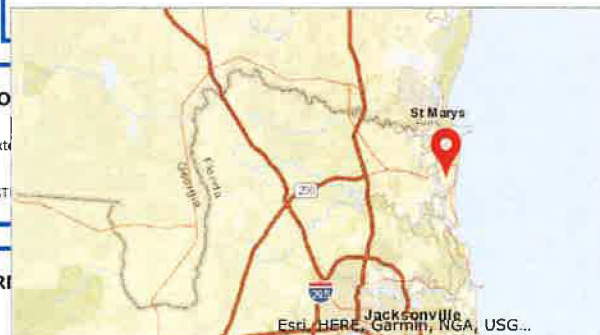


PROPERTY PHOTO



If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	2676	2073	0	1	WD FR ST

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
1970-01-01	99 / 480	\$8,700	TA	Q



PROPERTY INFORMATION

Parcel Number 20-3N-29-0000-0014-0150

Owner Name SLM AMELIA ISLAND LLC
 Mailing Address 4611 JOHNSTON RD
 COCONUT CREEK, FL 33073
 Location Address 1900 AMELIA TRACE CT
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead No
 Property Usage RETIREMENT 000600
 Deed Acres 7.06
 Short Legal PT OF GOVT LOTS 1 & 2 IN OR 2095/816 EX 14-25

2019 Preliminary Values (Subject to Change)

Land Value \$1,059,000
 (+) Improved Value \$3,622,661
 (=) **Market Value** **\$4,681,661**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$
 (=) **Assessed Value** **\$4,681,661**
 (-) Homestead \$0
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$4,681,661
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value** **\$4,681,661**

Note: -13% Cap does not apply to School Taxable Value



Map This Parcel



GIS Report

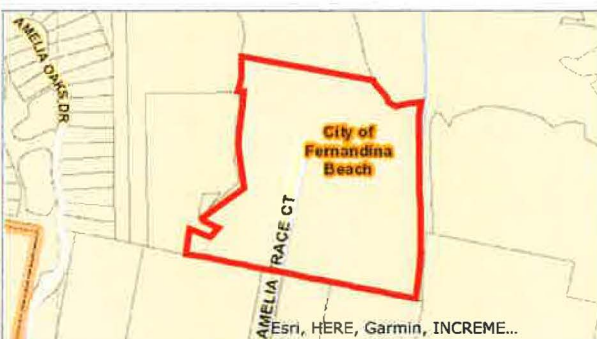


Property Record Card



Print Friendly Page

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
NURS HOME	21988	21586	0	0	CB STUCCO

SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2017-01-17	2095 / 816	\$8,500,000	SW	U

CR INVESTMENTS OF AMELIA ISLAND LLC
 SLM AMELIA ISLAND LLC



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 27-3N-28-1192-000C-0000

Owner Name SHELL COVE HOMEOWNERS ASSC INC
Mailing Address 1880 S 14TH STREET STE # 103
Location Address FERNANDINA BEACH, FL 32034
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead No
Property Usage COMMON S/D 000005
Deed Acres 0.22
Short Legal TRACT C VEGETATIVE NATURAL BUFFER SHELL COVE PBK 8/150

2019 Preliminary Values (Subject to Change)

Land Value \$100
(+) Improved Value \$0
(=) Market Value \$100
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value \$100
(-) Homestead \$0
(-) Additional Exemptions \$0
(=) School Taxable Value \$100
(-) Non-School HX & Other Exempt Value \$0
(=) County Taxable Value \$100



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note: 112% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual
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PROPERTY INFORMATION

Parcel Number 27-3N-28-1192-000D-0000

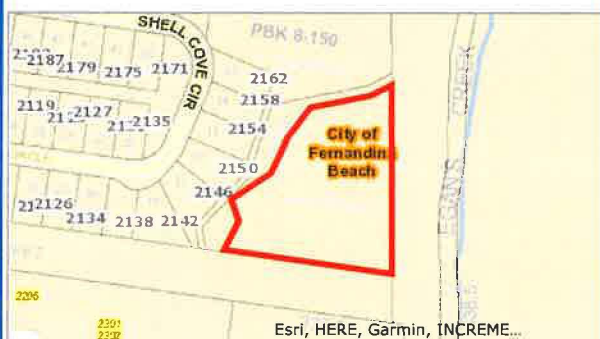
Owner Name SHELL COVE HOMEOWNERS ASSC INC
 Mailing Address 1880 S 14TH STREET STE # 103
 Location Address FERNANDINA BEACH, FL 32034
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead No
 Property Usage COMMON S/D 000005
 Deed Acres 0.96
 Short Legal TRACT D JURISDICTIONAL WETLAND TRACT SHELL COVE PBK 8/150

2019 Preliminary Values (Subject to Change)

Land Value	\$100		Map This Parcel
(+) Improved Value	\$0		
(=) Market Value	\$100		GIS Report
(-) Agricultural Classification	\$0		
(-) SOH or Non-Hx* Capped Savings	\$		Property Record Card
(=) Assessed Value	\$100		
(-) Homestead	\$0		Print Friendly Page
(-) Additional Exemptions	\$0		
(=) School Taxable Value	\$100		
(-) Non-School HX & Other Exempt Value	\$0		
(=) County Taxable Value	\$100		

Note: *13% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFOR

Sale Date	Book Page	Price	Instr	Qual
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PROPERTY INFORMATION

Parcel Number 00-00-31-1180-0018-0040

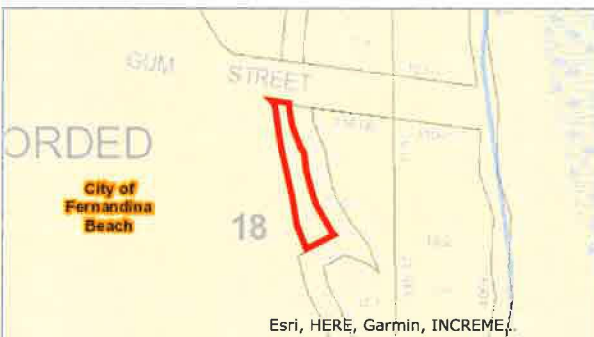
Owner Name CITY OF FERNANDINA BEACH
 Mailing Address 204 ASH STREET
 Location Address FERNANDINA BEACH, FL 32034
 FERNANDINA BEACH 32034
 Tax District FERNANDINA BEACH
 Millage 20.3245
 Homestead Yes
 Property Usage MUNICIPAL 008900
 Deed Acres 0.13
 Short Legal PT LOT 18 IN OR 2185/1446 CITRONA S/D OF SEC 28-3N-28E UNR

2019 Preliminary Values (Subject to Change)

Land Value	\$	
(+) Improved Value	\$0	
(=) Market Value	\$100	
(-) Agricultural Classification	\$0	
(-) SOH or Non-Hx* Capped Savings	\$	
(=) Assessed Value	\$100	
(-) Homestead	\$0	
(-) Additional Exemptions	\$	
(=) School Taxable Value	\$0	
(-) Non-School HX & Other Exempt Value	\$	
(=) County Taxable Value	\$0	

Note - *13% Cap does not apply to School Taxable Value

PARCEL MAP



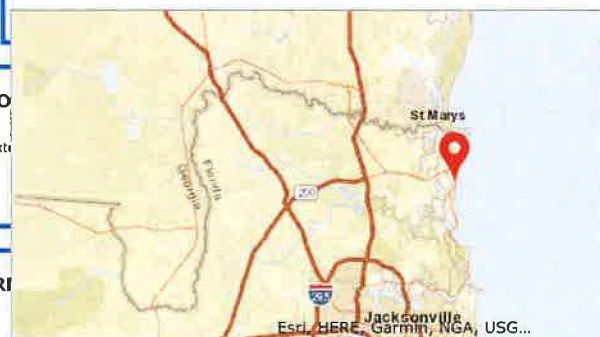
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP

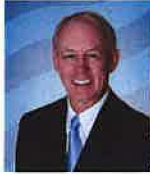


BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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SALES INFO

Sale Date	Book Page	Price	Instr	Qual
2018-03-20	2185 / 1446	\$0	MS	U



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0279-0011

Owner Name BUCHANAN DIANA L
Mailing Address 402 S 3RD ST
FERNANDINA BEACH, FL 32034
Location Address 402 3RD ST S
FERNANDINA BEACH 32034
Tax District FERNANDINA BEACH
Millage 20.3245
Homestead Yes
Property Usage SINGLE FAM 000100
Deed Acres 0
Short Legal BLOCK 279 LOT N1/2 OF 1 31-34 & N1/2 OF LOTS 27-30 OR 332/327 & OR 727/1871

2019 Preliminary Values (Subject to Change)

Land Value \$102,410
(+) Improved Value \$63,939
(=) Market Value \$166,349
(-) Agricultural Classification \$0
(-) SOH or Non-Hx* Capped Savings \$86,455
(=) Assessed Value \$79,894
(-) Homestead \$25,000
(-) Additional Exemptions \$500
(=) School Taxable Value \$54,394
(-) Non-School HX & Other Exempt Value \$54,394
(=) County Taxable Value \$0



Map This Parcel



GIS Report



Property Record Card



Print Friendly Page

Note - *12% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

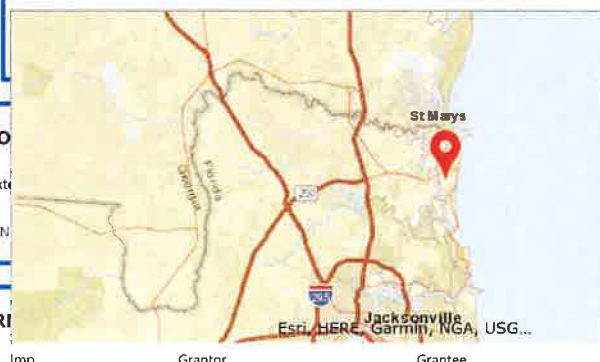


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	1616	1106	4	1	AL SIDIN

SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp
1995-04-20	727 / 1871	\$100	WD	U	Y

Grantor BUCHANAN FARLEY T L & DIANA L
Grantee BUCHANAN FARLEY T L & DIANA L



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0279-0120

Owner Name KOHLMAN DOUGLAS SCOTT

Mailing Address 324 ELM ST

FERNANDINA BEACH, FL 32034

Location Address 324 ELM ST

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Millage 20.3245

Homestead Yes

Property Usage SINGLE FAM 000100

Deed Acres 0

Short Legal BLOCK 279 LOTS 12 13 14 E OF SAL RR PT OR 1297/439 & PT OR 2167/1156

2019 Preliminary Values (Subject to Change)

Land Value	\$
(+) Improved Value	\$66,279
(=) Market Value	\$145,029
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$
(=) Assessed Value	\$115,526
(-) Homestead	\$0
(-) Additional Exemptions	\$
(=) School Taxable Value	\$90,526
(-) Non-School HX & Other Exempt Value	\$
(=) County Taxable Value	\$65,526



Map This Parcel



GIS Report



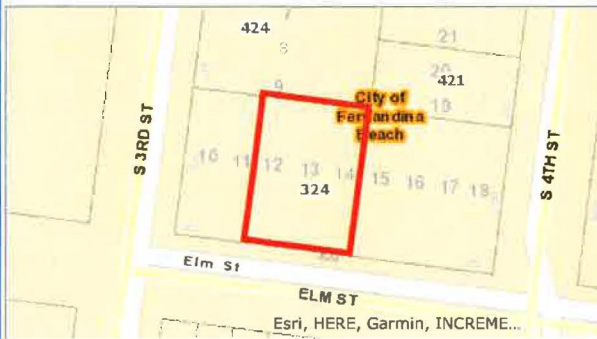
Property Record Card



Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2019 AERIAL MAP

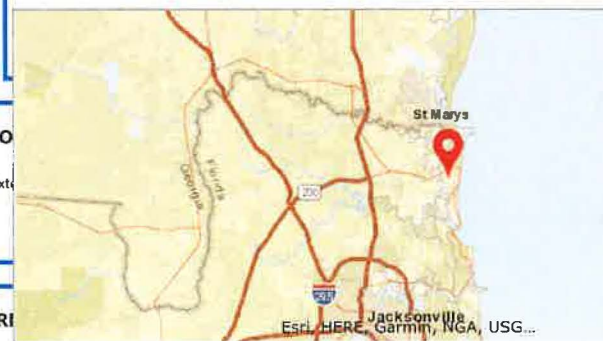


PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



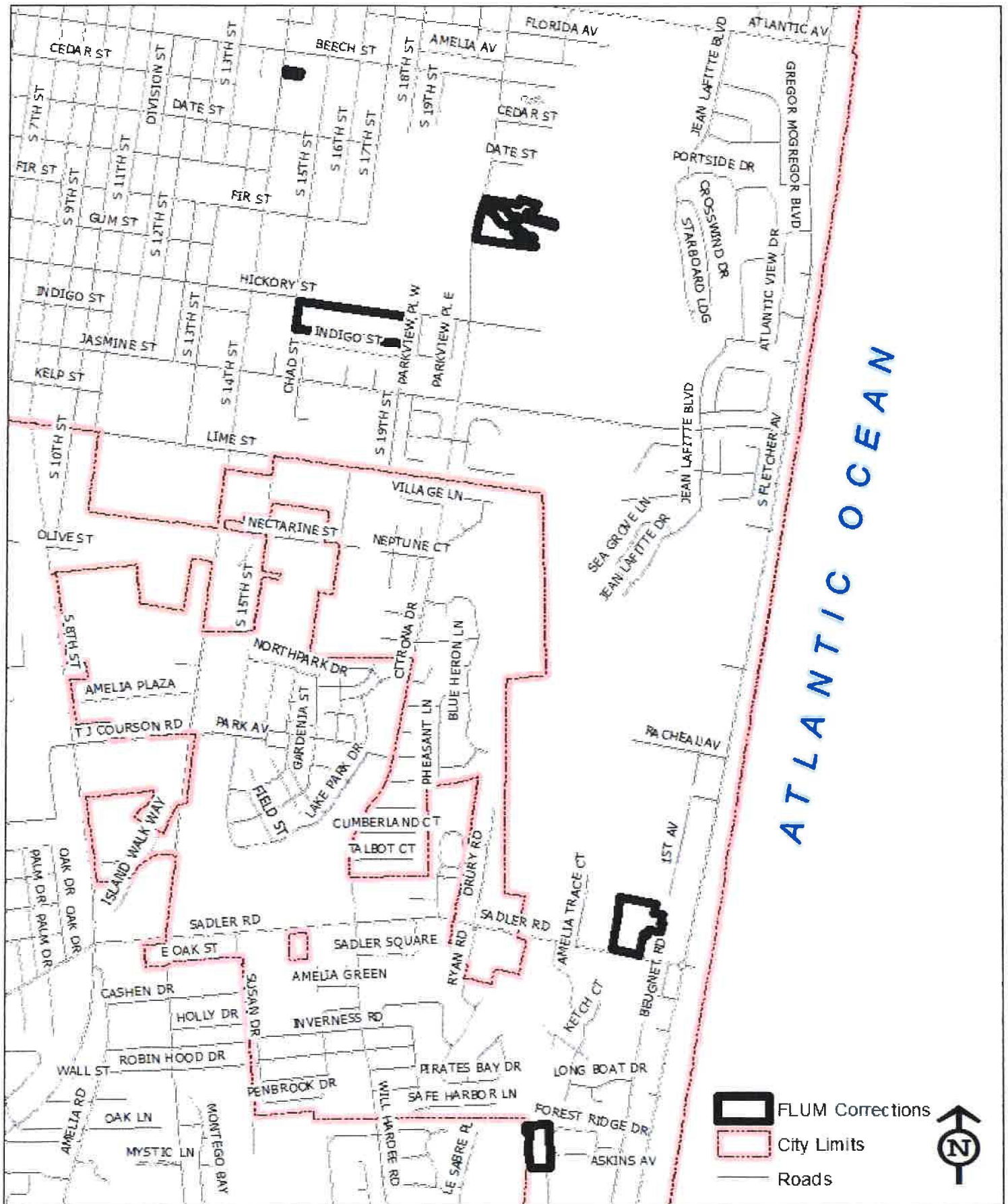
BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
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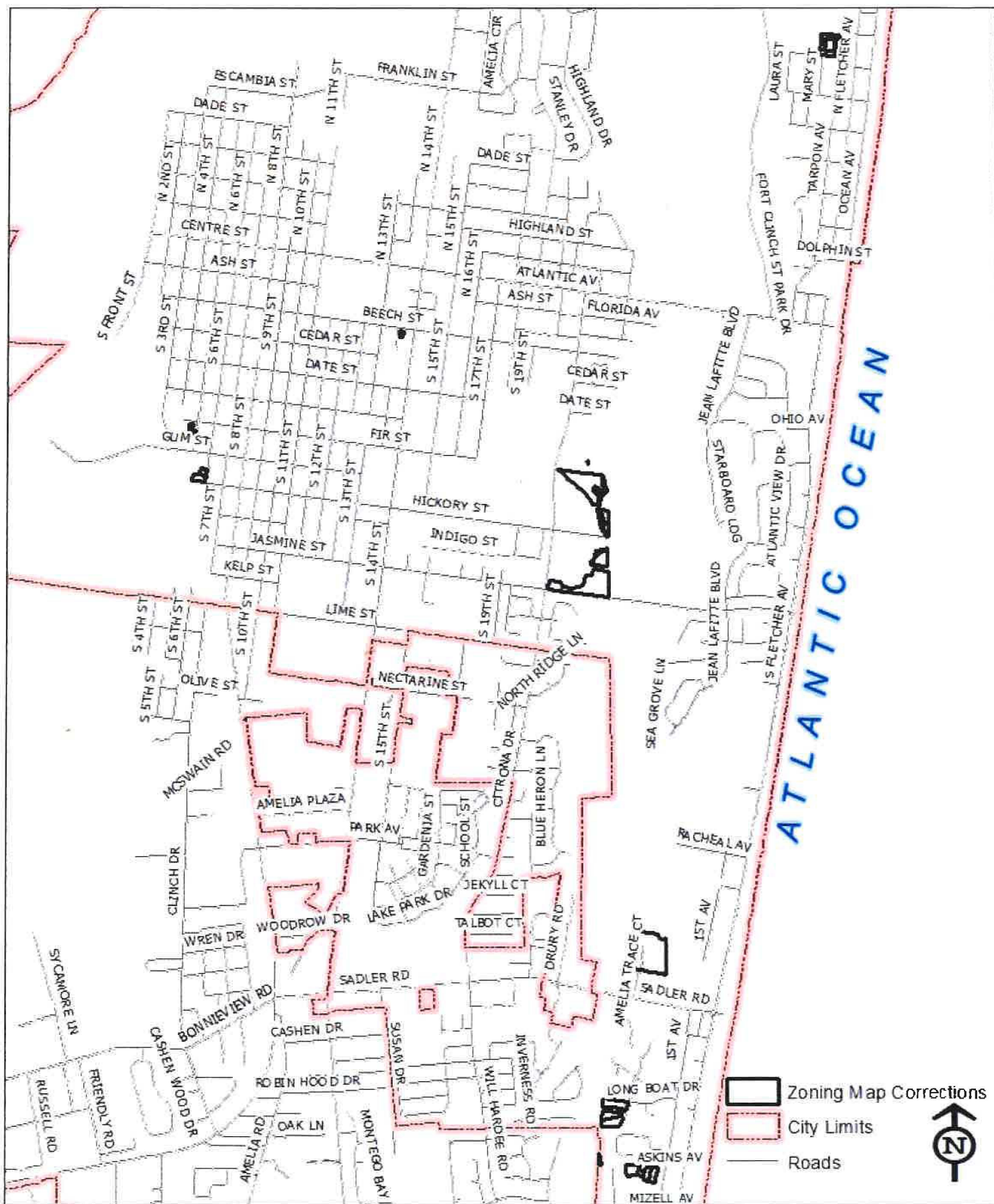
SALES INFO

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2017-12-27	2167 / 1156	\$20,000	WD	U	N	RICHARDSON MICHAEL	KOHLMAN DOUGLAS S
2005-02-23	1297 / 439	\$248,000	WD	Q	Y	CRYDER DAPHNE LOVELL L/E	KOHLMAN DOUGLAS SCOTT

FUTURE LAND USE MAP AMENDMENTS CONFLICTS ONLY



ZONING MAP AMENDMENTS CONFLICTS ONLY





**STAFF REPORT SUMMARY
PAB 2019-14 + 2019-15**

**APPLICATION FOR FUTURE LAND USE MAP + ZONING MAP AMENDMENTS
VARIOUS MAP CORRECTIONS CITYWIDE**

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City has provided a zoning and/or land use layer within its Comprehensive Plan dating back to 1961. Over the subsequent 45 years, these documents were maintained by external agencies or consultants and furnished to the City as part of its statutory periodic review periods. The City began utilizing Geographic Information Systems (GIS) in 2004-2005. In 2005-2006, the City started working towards creating its own GIS system and maintaining data layers. Staff was hired and trained on-the-job to learn how to manage this system. Parcel alignment with the data layers became technically possible however, it was not until 2007 that the City had staffing with proper training to effectively utilize the system. In 2012 staff entered into a partnership with the Nassau County Property Appraiser's (NCPA) office to share and display data for public review. Since 2014 the City's data layers have been updated by the NCPA office following the enactment of land use or zoning ordinances. Discrepancies between the Future Land Use Map and Zoning Map as witnessed in these applications are the result of the carry over actions of prior commissions which did not evaluate any conflicts between the documents on an individual parcel level.

From time to time, staff would encounter mismatches between the zoning and land use map layers. These were either noted and corrected under staff-initiated amendments or they were disclosed to a property owner at the time of a development application and directed to make a change. At no point, did staff undertake an exhaustive analysis to determine discrepancies between the Future Land Use Map (FLUM) and Zoning Map.

In February 2019, the City Commission acted under Ordinance 2019-05 to place a moratorium on future land use map and zoning map amendments until such time that the maps could be reconciled to align. Discussion of the initial findings were shared and briefly discussed with the Planning Advisory Board (PAB) in March and April 2019. Staff presented findings to the City Commission in May of 2019; it was then directed to proceed with correction of the maps based on areas of conflict only. PAB applications 2019-14 and 2019-15 were initiated in August 2019. These applications seek to amend the maps in accordance with the direction provided by the City Commission. Staff conducted a PAB workshop with property owners and citizens on September 9, 2019.

The data provided as part of the analysis for each change include map exhibits and digital images from the Nassau County, Florida Property Appraiser GIS mapping. Information for each property is provided as part of this report and serve to fulfill minimum application requirements for mapping changes. Specifically, the LIDAR data of 1-foot contour topography file, St. Johns River Water Management District potential wetlands, the USDA soils, and FEMA flood zone data layers were utilized. Site specific, independent surveys and studies were not prepared as part of the recommended action; however, where prior plat maps exist they have been provided as back up material to each series of properties.



STAFF REPORT SUMMARY PAB 2019-14 + 2019-15

In addition to the policies provided by the Comprehensive Plan, Land Development Code and Florida Statutes 163.3187 and 163.3184, staff relied on the following guiding principles as part of its overall consideration for determining a recommendation for the Future Land Use Map or Zoning Map Change:

- **Built Environment:** What's on the ground (or not) today?
- **Surrounding Property:** What is the surrounding land use and zoning? What are the surrounding area built conditions?
- **Environmental Features:** What environmental features are contained on the site?
- **Pattern of Change:** Are there other land use or zoning changes within the same area that should be considered?
- **Holistic View:** How does the requested action serve to meet and further the general direction and intent of the City's policy direction as a whole?
- The 2011 Future Land Use Map adopted as part of the EAR-based Comprehensive Plan amendments is presumed to be the principal document for consideration of all Future Land Use Map changes.
- The City adopted a revised Land Development Code and Zoning Map in 2006.

CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE:

The approval of Future Land Use Map and Zoning Amendments are generally governed under Comprehensive Plan policies which describe concurrency, level of service standards, and allocation of residential densities and non-residential intensities, and compatibility with neighboring properties. Staff has reviewed applicable policies generally and specifically as they apply to each property. The requested changes have been divided into topic areas for individual review as separate documents for the board's consideration. Analysis for each property is provided following this document.

The Land Development Code outlines policies for consideration of a Future Land Use Map Amendments and Zoning Map Amendments. Staff has determined that these sections have been sufficiently met and the requested action is found to be consistent with requirements of the Land Development Code. Further, it has determined that the requested action is consistent with the intent and direction of the Comprehensive Plan.

CONCLUSION:

The requested actions to amend the Future Land Use Map and Zoning Map have been directed under Ordinance 2019-05. Staff recommends approval of the application as provided in each parcel summary contained herein. The proposed actions are sufficiently compliant with the City's Comprehensive Plan and Land Development Code.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2019-14 to the City Commission requesting that a Future Land Use Map Amendment to align the City's Future Land Use Map and Zoning Map be **(approved or denied)** and that PAB case 2019-14, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

I move to recommend **(approval or denial)** of PAB case number 2019-15 to the City Commission requesting that a Zoning Map Amendment to align the City's Future Land Use Map and Zoning Map be **(approved or denied)** and that PAB case 2019-15, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.



**MINUTES
PLANNING ADVISORY BOARD
WORKSHOP
SEPTEMBER 9, 2019
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Richard Clark	Mark Bennett
Frank Santry (Chair)	Genece Minshew
Jenny Schaffer (Alt 1)	Victoria Robas (Alt 2)

MEMBERS ABSENT:

Greg Roland

2. DISCUSSION

- 2.1 Staff Presentation and Board Review of PAB applications 2019-14 and 2019-15.
Information can also be obtained at: www.fbfl.us/mapcorrections
Discussion only, no action to be taken

3. BOARD BUSINESS

4. PUBLIC COMMENT

5. ADJOURNMENT

Sylvie McCann, Recording Secretary

Frank Santry, Chair



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
OCTOBER 9, 2019**

1. CALL TO ORDER –

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark
Genese Minshew*

*Frank Santry (Chair)
Greg Roland (arrived at 5:07 pm)
Victoria Robas (Alt 2)*

MEMBERS ABSENT:

Jenny Schaffer (Alt 1)

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Sylvie McCann, Recording Secretary*

Member Robas was seated as a voting member.

2. APPROVAL OF MINUTES

2.1 May 22, 2019 Special Meeting

There being no objections, the minutes were approved as presented.

2.2 June 12, 2019 Regular Meeting

There being no objections, the minutes were approved as presented.

3. OLD BUSINESS

4. NEW BUSINESS

4.1 PAB Cases 2019-14 (FLUM) and 2019-15 (Zoning): Consideration of Future Land Use Map Amendments and Zoning Map Amendments where maps are in conflict.

Ms. Gibson gave presentation.

- Askins Ave – to be pulled (no motions to be made) pulled for further consideration by members – Staff to provide history documentation on how it became R3.

Public hearing opened

- 5th + Fir Street – (Miller property)

DRAFT

Matt Miller 416 Fir Street, had meeting Jake Platt + Ms. Back. Would like for Board to pull property so communication could be continued. Chair Santry noted that maps should be reconciled. Ms. Back said base on FLUM permits should not have been issued. Member Clark asked Staff about accommodate Mr. Miller desire to build a boathouse. Staff explained the LDC requirements. Member Minshew asked which permits were issued.

Closed public hearing

Member Bennett asked why Mr. Miller cannot build his structure. Staff explained.

Clark 1st

Minshew 2nd

recommend staff recommendation to commission

All ayes, carried

715 S. 6th Street

NO public input

Industrial from medium density to R2

Bennett 1st

Minshew 2nd

No public hearing

All ayes, carried

731 S. 6th Street

Chair Santry recommend this to be pulled until the next meeting.

Bennet approved FLUM from Industrial to Med Density Res (MDR)

Zoning I-1 to R2

All ayes, carried

3rd Street

Pulled the case, ordinance 2004-35 in place, map is already corrected.

1900 Amelia Trace

Zoning From MU-1 to Comm Commercial/C-1 to align to FLUM

No public input

All ayes carried

Off shore Drive/Off shore Court

Approval Zoning from Med Density Res R2 to CON

Public Hearing

Craig ? 2309 Off Shore Court – asked about impact on real estate value. Ms. Bach explained the impact.

Clark 1st

Minshew 2nd

All ayes, carried

North Pointe

Change FLUM from R3 High Density Res to R2 Med Density Res

Public Hearing

Debbie O? 925 President of HOA, present PAB minutes form a meeting in 1981

Betsy Huban, representing clients.

Arlene Filkoff 825 Tarpon Ave, character of the community

Jeff Foster 846 Mary Street, asked about height between R3 and R2, Staff explained.

Member Clark asked about the options presented to the Board.

All ayes, carried

212 S. 14th Street

Change zoning from MU1 to FLUM Low Density Res LDR

No public input

Chair Santry noted that he would rather change to zoning to match FLUM R1 Low density.

DRAFT

Bonnie Dickins, 132 S. 15th St, agrees with keeping the Low Density then MU1.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to approve

Clark 1st

Roland 2nd

Aye 3, Nay 2, carried

1316 Beech Street

Change FLUM from Gen Comm to Med Density Res R2 zoning as assigned (check this to make sure!)

No public input

All aye, carried

Sadler Road

Approved Change FLUM from CON to match zoning Gen Comm

Scott Powell, ?? Easport drive. Owns 2 lots.

???, 1003 Broome Street, commented on setting precedent on taking conservation land away.

David Falon general manager of hotel, 21600 Eatonic court, Jacksonville

David Sampson 1866 First Avenue, noted what is on the ground today

Bennet 1

Minshew 2

3 aye, 2 no, carried

Robert Oliver Avenue

Change FLUM from Med Density Res MDR to CON and amend Zoning from R2 to CON (city owned land)

No public input

Clark 1, Minshew 2 (FLUM)

Bennet 1, Minshew 2 (Zoning)

All ayes, carried

Hickory Street Park

Change FLUM to PI from Low Density Res LDR

Jeffrey Bunch, School District, opposed to the change. Had agreement with School Board.

Property Pulled to next meeting. Member Roland propose the City approach the school board to purchase property.

Citrona Drive

420 Citrona

To Leave FLUM to CON

Margaret Kirkland, 1377 Plantation Point Drive

Richard Tim, 2126 Shell Cove Cir, leave it conservaton

Ryan Conners, 2119 Park Square Place

Robert Wells, 2884 Robert Oliver -

510 Citrona Drive

FLUM from CON to Low Density Res

Zoning from R1 to CON

Jimmy Calista, 510 Citrona Drive

Robert Wells, 2884 Robert Oliver Ave

Richard Tim, 2126 Shell Cove Cir

Margaret Kirkland, 1377 Plantation Point Drive, Amelia Tree Conservancy

Ryan Conners, 2119 Park Square Place

Continued to next meeting

522 Citrona Drive

Continued to next meeting

526 Citrona Drive

No public input

To change FLUM and Zoning to CON from R1

DRAFT

Roland 1
Bennett 2
All ayes, carried

City + FDOT Properties
Zoning change to CON from Low density Res LDR
Robert Wells 2884 Robert Oliver Ave
Bennett 1
Minshew 2
All ayes, carried

Shell Cove
Amend FLUM from Low Density to CON
Amend Zoning from R2 PUD to CON
Richard Tim, 2126 Shell Cove circle
Bennett 1
Clark 2
All ayes, carried

Post Oak Buffer
Change FLUM to CON from LDR Low Density Res
Change Zoning change to CON from Low Density Res R-1
Bennett 1
Roland 2
All ayes, carried

Chair Santry suggested a sub committee to review all other pulled items before the end of the year.

We are bringing back the following to look at during the meeting of Sub-Committee:

510 Citrona
522 Citrona
Hickory Street Park
731 S. 6th Street
Askins and S. 3rd Street (Info) into Jan
School Board and City Agreement

Adjust 9:52

ACTION TAKEN: A motion was made by Member , seconded by Member , to recommend

5. BOARD BUSINESS

5.1 Discussion of next steps for PAB Bylaw revisions.

6. STAFF REPORT

6.1 Provide update on Planning Activities including EAR Report, EAR based Amendments (next steps), and upcoming meeting topics.

7. PUBLIC COMMENT

8. ADJOURNMENT –

Sylvie McCann, Recording Secretary

Frank Santry, Chair

APPROVED



MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
NOVEMBER 13, 2019

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Mark Bennett
Richard Clark
Jenny Schaffer (Alt 1)

Victoria Robas (Alt 2)
Greg Roland (arrived at 5:31 pm)
Genece Minshew

MEMBERS ABSENT:

OTHERS PRESENT

Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary

Alternate Member Jenny Schaffer was seated as a voting member for the entirety of the meeting.
Alternate Member Victoria Robas was seated as a voting member until Member Roland's anticipated late arrival.

2. OLD BUSINESS

- 2.1 **PAB Cases 2019-14 (FLUM) and 2019-15 (Zoning):** Consideration of Future Land Use Map Amendments and Zoning Map Amendments where maps are in conflict.

Askins Ave: Ms. Gibson presented the Staff Report and recommended no change. No members of the public wished to speak.
No action was taken.

731 S 6th Street: Ms. Gibson presented the Staff Report. Ms. Betty York, owner of the property, stated that they have ordered a survey in anticipation of applying for a minor subdivision of the subject property.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, for the western half of the property to remain as industrial zoning and the front half be residential as recommended by Staff.

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

Hickory Street Park: Ms. Gibson presented the Staff Report.

The following individuals spoke in support of changing the zoning to match the FLUM of Public and Institutional: *Robin Lentz, 802 Parkview Place E; Ret Angus, 822 Parkview Place E; Carl Bazarian, 95048 Mackinas Circle.*

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to amend the FLUM from Low Density Residential Future Land Use to Public and Institutional Future Land Use.

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

522 Citrona Drive: Ms. Gibson presented the Staff Report.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to accept Staff recommendation to: 1) Amend Future Land Use Map for 0.23 acres of land from Low Density Residential (LDR) to Conservation (CON); 2) Amend Zoning Map for 0.47 acres of land from R-1 to CON

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

510 Citrona Drive: Ms. Gibson presented the Staff Report. No members of the public wished to speak.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to accept Staff recommendation to 1) Amend Future Land Use Map for 0.40 acres of land from Conservation (CON) to Low Density Residential (LDR); 2) Amend Zoning Map for 0.71 acres of land from R-1 to CON.

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

3. BOARD BUSINESS

- 3.1** Bylaws subcommittee meeting: Thursday, November 21, 2019 at 10am.
Joint PAB and City Commission special meeting: Tuesday, December 17, 2019 at 4pm.

4. STAFF REPORT

- 4.1** Provide an update on planning activities with distribution of a returning LDC Text Amendment (2019-07) containing April PAB updates and floodplain building height changes and distribution of list with preliminary maps for Conservation Future Land Use Map and Zoning Changes.

Ms. Gibson provided the update.

5. PUBLIC COMMENT

6. ADJOURNMENT – 6:35 pm


Samantha Rogie, Recording Secretary


Mark Bennett, Vice-Chair



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

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

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

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

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

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

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM

Samantha Rogic, Recording Secretary

Mark Bennett, Vice-Chair



**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

**CITRONA DRIVE- CITY/FDOT/SHELLCOVE HOA – VACANT LANDS
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	CITY OF FERNANDINA BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION AND SHELL COVE HOA AND SEALS AND ASSOCIATES (POST OAK APTS) 00-00-31-1180-0017-0050 00-00-31-1180-0017-0060 00-00-31-1180-0018-0010 00-00-31-1180-0018-0030 00-00-31-1180-0018-0040 00-00-31-1180-0022-0010 27-3N-28-1192-000C-0000 27-3N-28-1192-000D-0000 00-00-31-1180-0018-0040				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	CITRONA DR VACANT/ UNDISTURBED				
CURRENT LAND USE + ZONING:	Conservation (CON) Zoning Map: R-1				
PROPOSED LAND USE + ZONING:	Amend Zoning Map from R-1 to CON				
EXISTING USES ON SITE:	VACANT				
PROPERTY SIZE:					
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	None Noted	11 ft to -1 ft	Fine Sand/ Clay	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	N/A	R-/CON	Low Density Residential
	South	Vacant	N/A	R-1	Low Density Residential and Conservation
	East	Vacant	N/A	R-1	Conservation



STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION

	West	FB Middle School	1991	PI-1	Public & Institutional
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC				
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.				
PAB RECOMMENDATION:	Pending 10/9/19 public hearing				



**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

SUMMARY TABLE FOR EACH PARCEL:

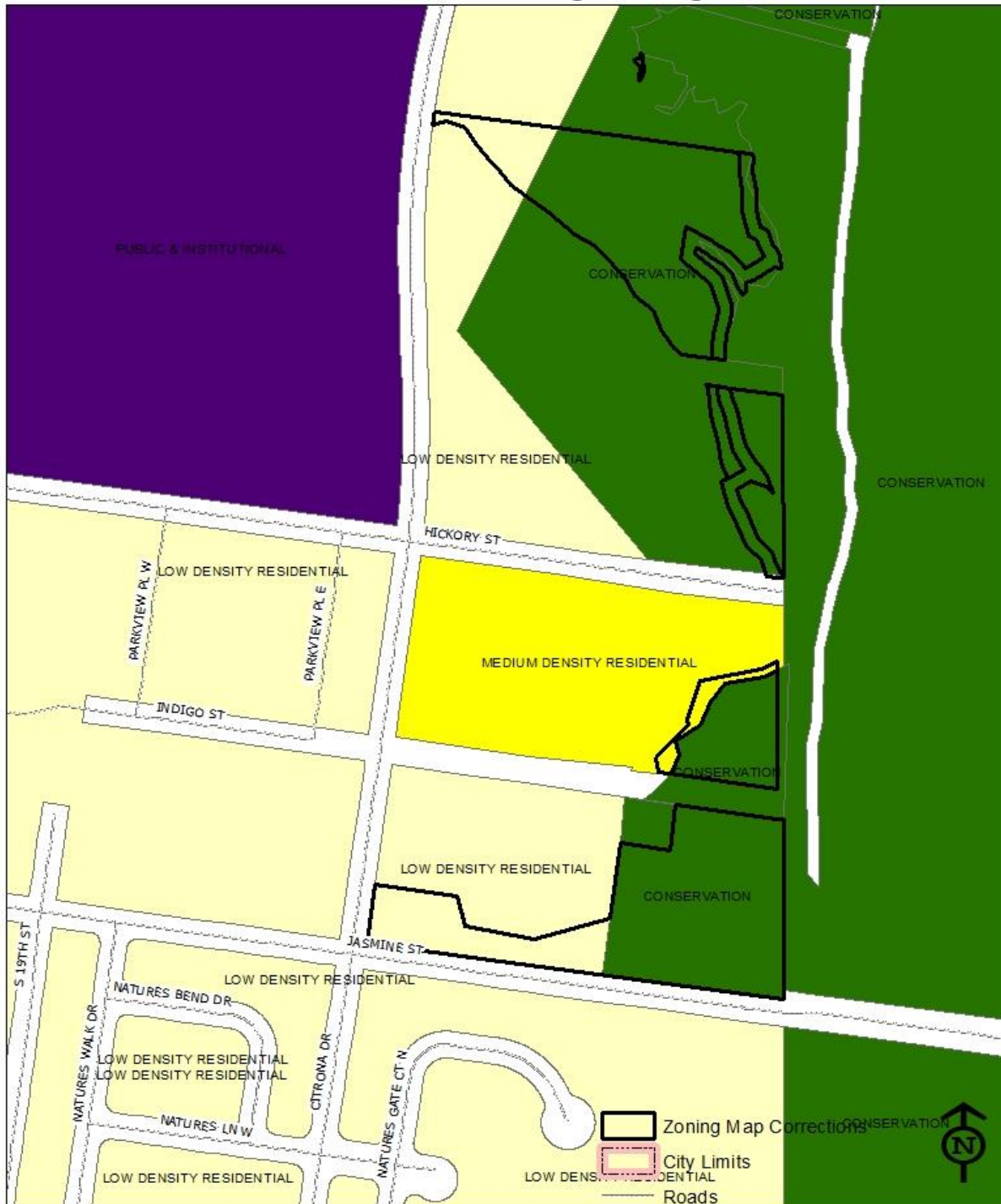
Location/ Parcel	Added Conservation FLUM (sq. ft.)	Reduced Conservation FLUM (sq. ft)	Added CON Zoning (sq. ft)	Reduced CON Zoning (sq. ft)
00-00-31-1180-0017-0060	21,000.00		158,994.00	
00-00-31-1180-0017-0050			24,393.60	
00-00-31-1180-0018-0010			27,878.40	
00-00-31-1180-0018-0030			15,681.60	
00-00-31-1180-0018-0040			6,098.40	
00-00-31-1180-0022-0010				
00-00-31-1180-0022-0010 (Post Oak Apts)	50,094.00		190,357.20	
27-3N-28-1192-000C- 0000 (Shell Cove Common Tract)	9,583.20		9,583.20	
27-3N-28-1192-000D- 0000 (Shell Cove Common Tract)			41,817.60	
00-00-31-1180-0018-0040			6,098.40	
TOTAL SQ. FT.:	80,677.20	-	480,902.40	-
TOTAL ACREAGE:	1.85	-	11.04	-



**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

MAP EXHIBITS & PROPERTY IMAGES:

Overview Map of Zoning and Land Use Changes of vacant properties within the Citrona Drive corridor

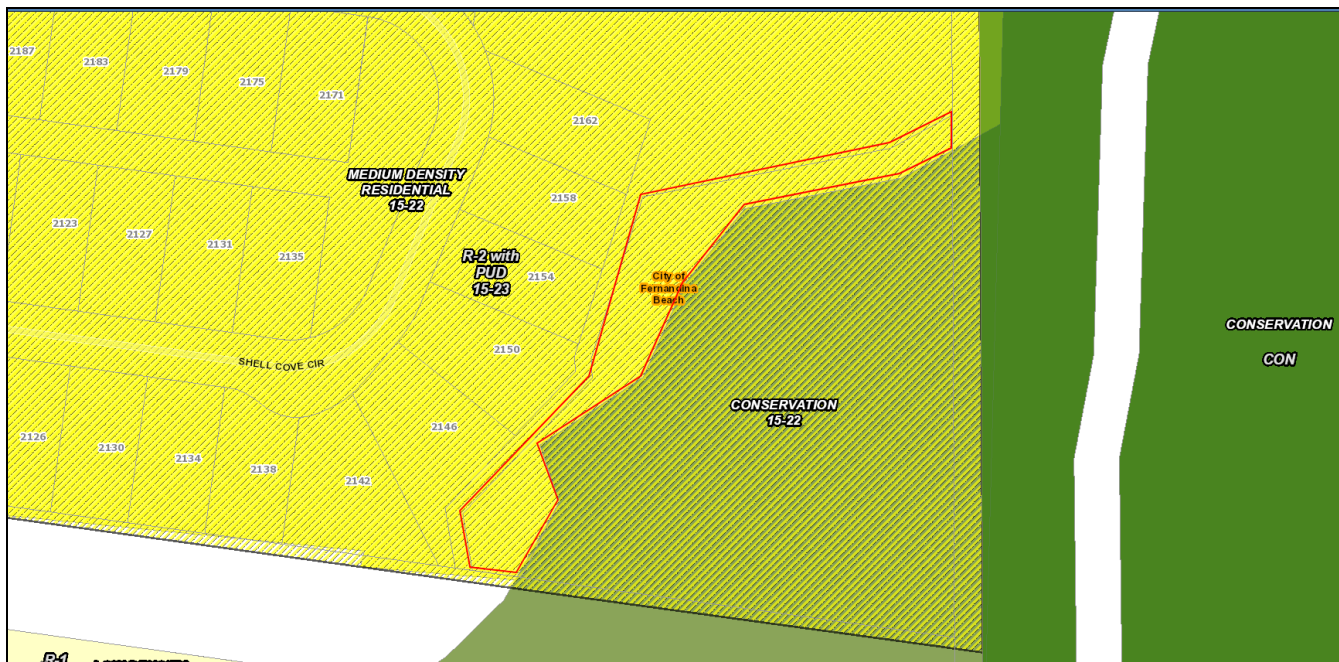




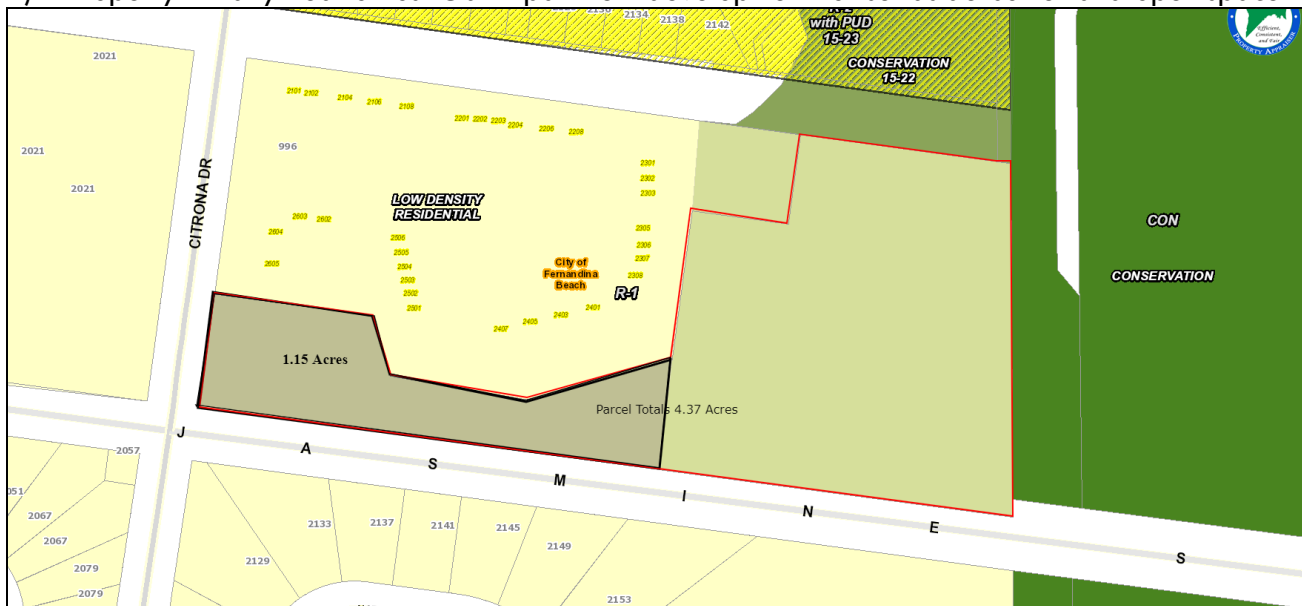
STAFF REPORT CITRONA DRIVE – CITY/ FDOT/ SHELL COVE ZONING CHANGE TO CONSERVATION

Citrona Drive - Future Land Use Map Changes

27-3N-28-1192-000C-0000: 0.22 acres (9,583.20 sq. ft.) from Low Density Residential (LDR) to Conservation (CON) Future Land Use Map and Zoning Map change



00-00-31-1180-0022-0010: 1.15 acres (50,094 sq. ft.) FLUM amendment from Low Density Residential (LDR) to Conservation (CON) and 4.37 acres (190,357.20 sq. ft.) to Conservation Zoning from Low Density Residential (R-1) – Property initially tied to Post Oak Apartment development for set aside buffer and open space





STAFF REPORT CITRONA DRIVE – CITY/ FDOT/ SHELL COVE ZONING CHANGE TO CONSERVATION

Citrona Drive – Zoning Map Changes along Citrona Drive for Vacant Properties

00-00-31-1180-0017-0050: 056 acres (24,393.60 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0010: 0.64 acres (27,878.40 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0040 :0.14 (6,098.4 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0030: 0.36 acres (15,681.60 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

00-00-31-1180-0018-0040: 0.14 acres (6,098.40 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change

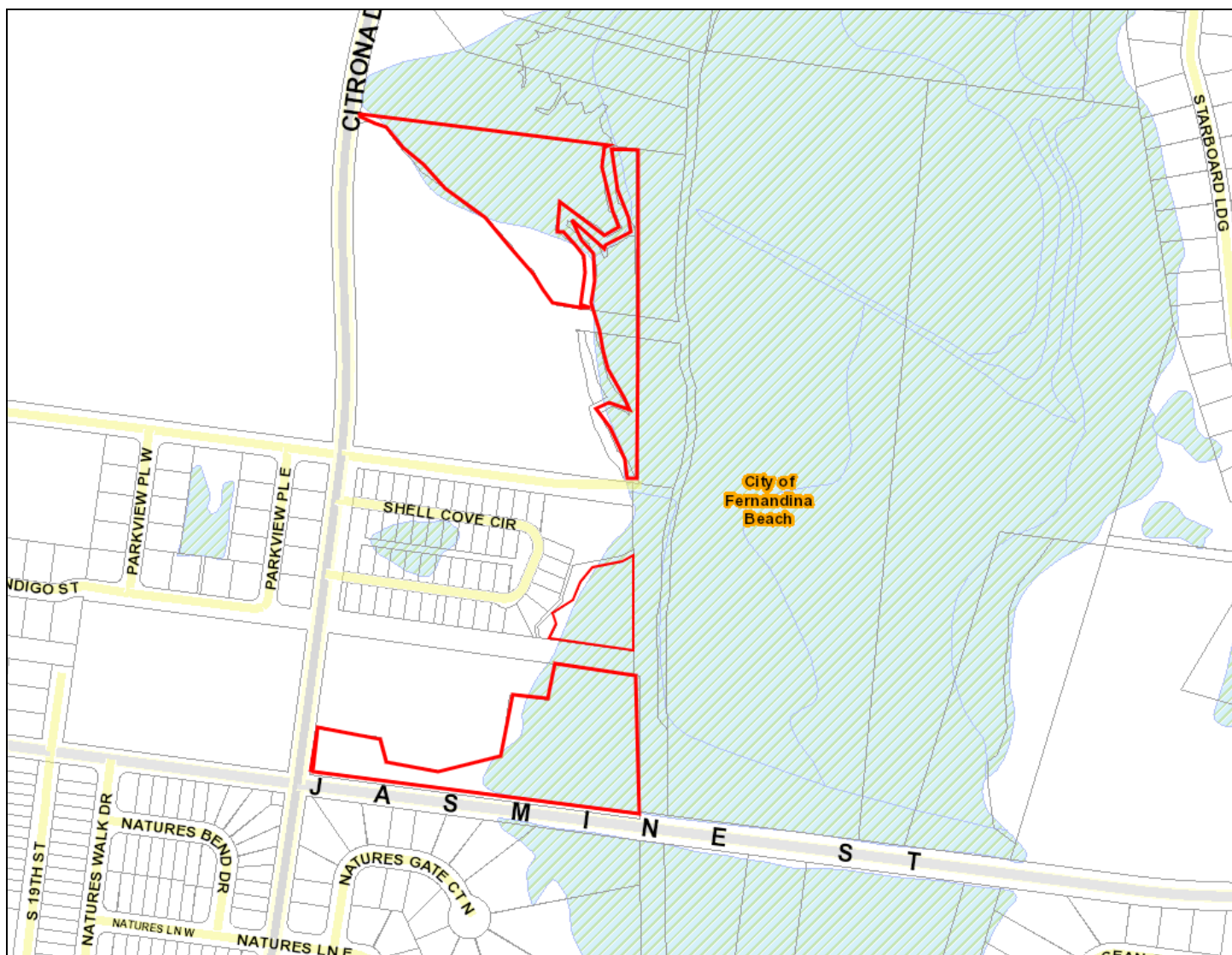
27-3N-28-1192-000D-0000: 0.96 acres (41,817.60 sq. ft.) from Low Density Residential (R-1) to Conservation (CON) Zoning Map change





**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

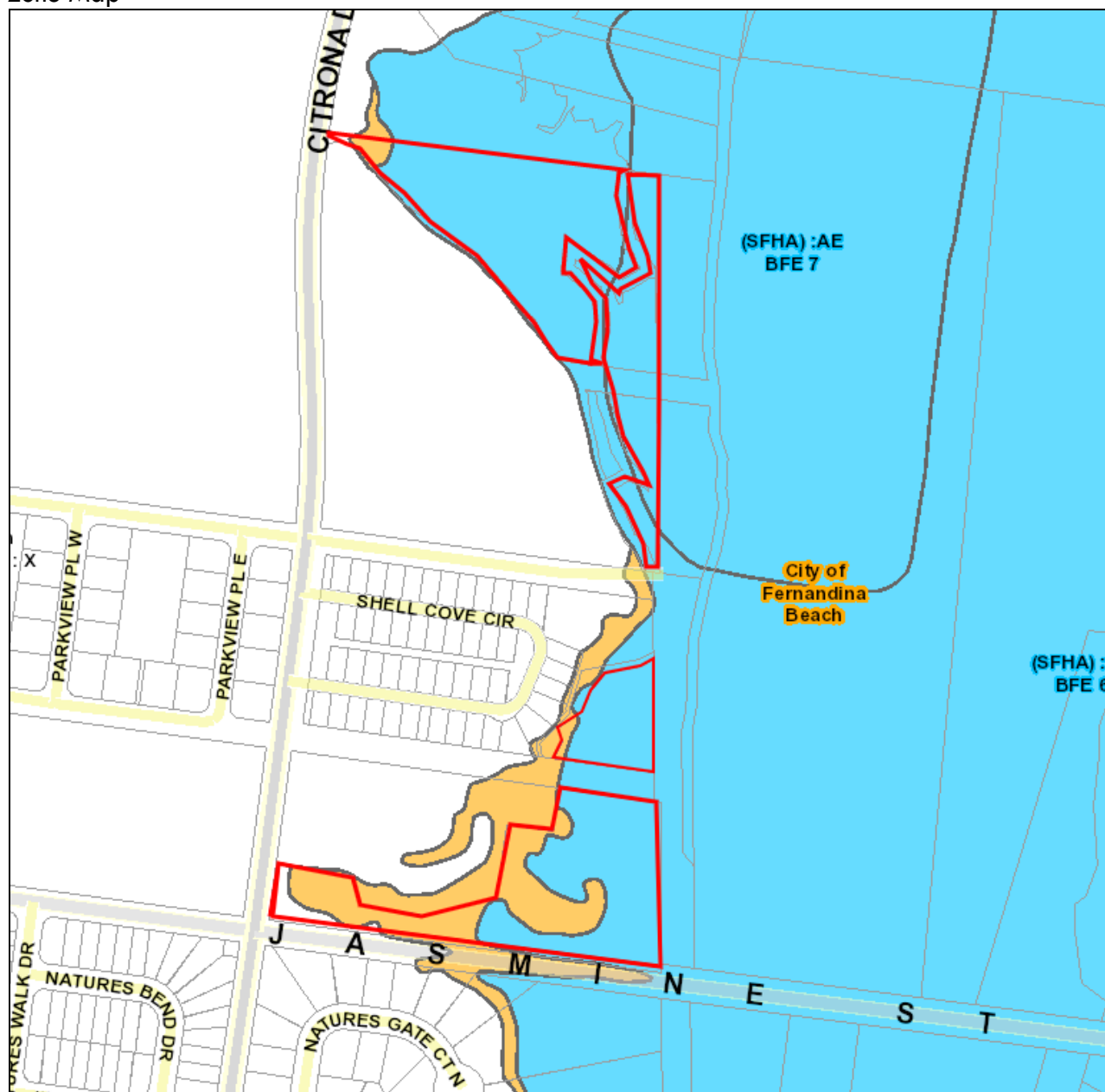
Wetlands Map





STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION

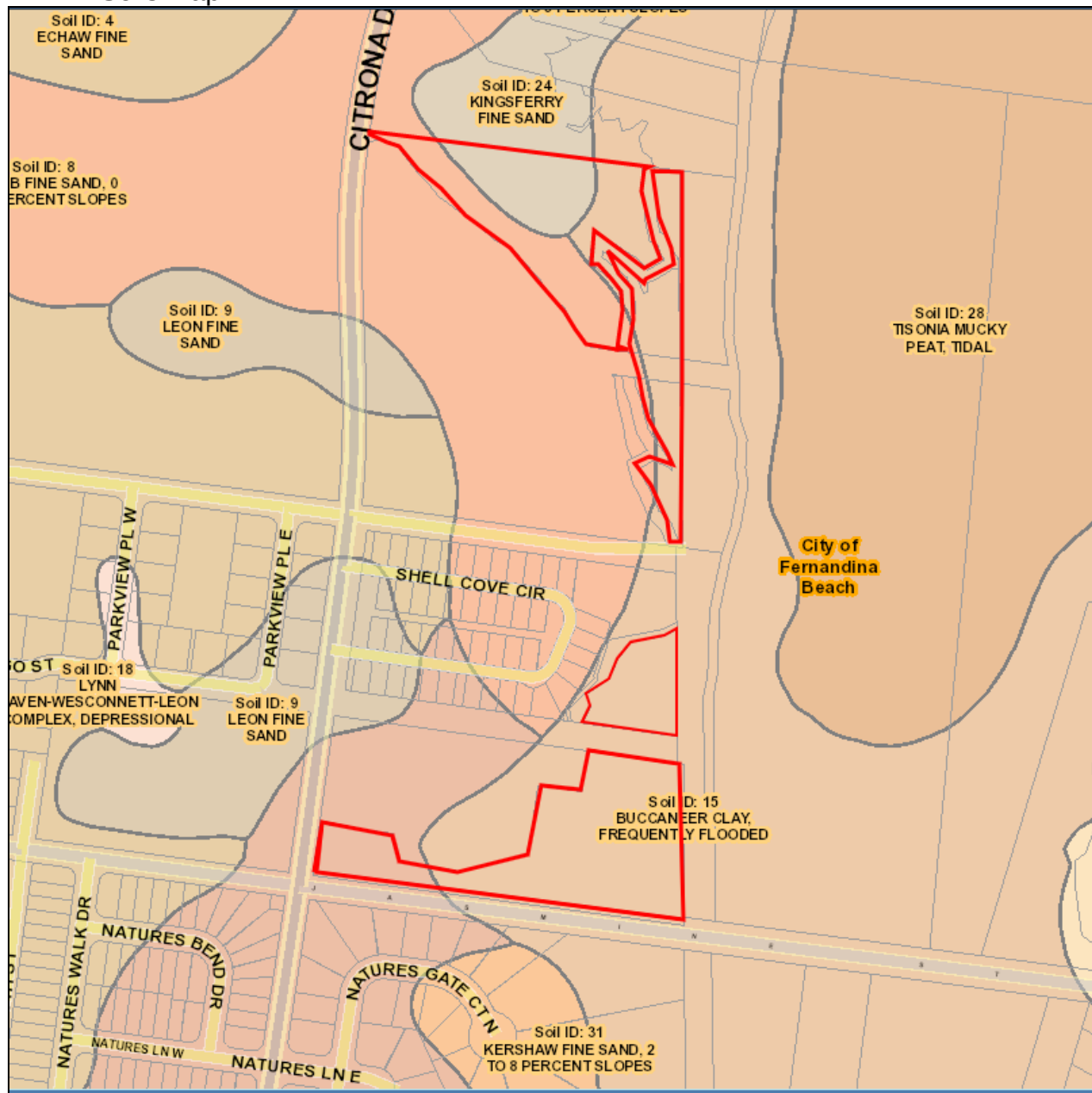
Flood Zone Map





**STAFF REPORT
CITRONA DRIVE – CITY/ FDOT/ SHELL COVE
ZONING CHANGE TO CONSERVATION**

Soils Map





City of Fernandina Beach

PLANNING DEPARTMENT

September 14, 2015

Greystone Affordable Housing Initiatives LLC
c/o Serena Kefauver
4025 Lake Boone Trail, Suite 209
Raleigh, NC 27607

RE: Post Oak Apartments – Parcel # 00-00-31-1180-0022-0000

The Planning Department is in receipt of your request for information on the above-referenced property. This property carries a Future Land Use designation of **Low Density Residential and Conservation** (Attachment A) and is zoned **R-1, Low Density Residential** (Attachment B). Currently there are six multifamily structures with a total of 42 units on this property.

This property was developed with an application for conditional use (PUD) No. PUD0189 applied for by Midland Properties Partnership. The City Commission granted the Conditional Use with Resolution Number 967 on April 4, 1989 (Attachment C). The property originally totaled 8.22 acres as presented in the Conditional Use application. Today, 996 Citrona Drive is a 3.91 acre parcel with 42 dwelling units. Your specific questions regarding this parcel will be answered as the property is today.

Zoning and Land Development Regulations:

- A. Is this site appropriately zoned for the proposed development? No.** The property is zoned R-1, Low Density Residential.
- B. Indicate zoning designation(s)** R-1, Low Density Residential
- C. Current zoning permits 4 units per acre. Existing Conditions are approximately 10 units per acre.** Net Density as defined in the City's Comprehensive Plan is, "Determined by multiplying the "maximum allowable units per acre" by the "net buildable land area" expressed in acreage. "Net buildable land area" means those contiguous land areas under common ownership proposed for residential development, minus undevelopable environmentally sensitive areas, including wetlands, transitional wetlands, floodplains and waters of the state. Lots adjoining an existing right-of-way may calculate half of the width of that right-of-way as part of the "net buildable land area" definition." I calculated the **maximum number of dwelling units for this parcel at 18 units**. Without a survey to verify the net buildable land area that is just an approximation.
- D. Total number of units in this development? 42**
- E. Is the site appropriately zoned and consistent with local land use regulations regarding density and intended use? No if no, explain.**
Low Density Residential is intended for development of low density single family detached homes on individual lots. Single family attached homes may be allowed through the PUD

process. The low density residential designation is established to protect the quality and character of existing low density single family neighborhoods.

- F. Does the current, applicable Future Land Use Map designation and associated local government Comprehensive Plan Future Land Use Element provisions permit the proposed development? No.**

Policy 1.07.04

Low Density Residential (LDR)

- a. Areas delineated on the FLUM for low density residential development shall accommodate permanent residential development and shall be comprised of single-family detached homes on individual lots. Single family attached homes may be allowed only through the PUD process.
- b. The maximum density shall not exceed four (4) dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, consumer preference, and other factors which may be identified in the City's land development regulations.
- c. Supportive community facilities and accessory land uses may be located within areas designated for single-family low density residential uses. The land development regulations shall provide regulatory procedures for considering such uses.
- d. The low density residential designation is established to:
 1. Protect the quality and character of existing low density single family neighborhoods;
 2. Preserve open space;
 3. Prevent encroachment by commercial uses, including hotels, motels, bed and breakfast units, resort rentals, or other forms of transient accommodations, and incompatible non-residential uses;
 4. Encourage densities that are compatible with existing and anticipated future developments;
 5. Promote compatibility with natural features of the land; and,
 6. Minimize the burden on existing and projected supportive public services and facilities within the area.

Policy 1.07.14

Conservation (CON)

- a. Lands that are natural resources such as wetlands shall be included in the Conservation land use designation in order to provide for the maximum long-term protection and preservation of environmentally sensitive natural resource systems. All wetlands, as verified by jurisdictional field delineation, are designated as limited development overlays and shall be protected by policies contained within the Conservation and Coastal Management Element of this plan.
- b. Potentially allowable uses in the Conservation land use category may include: docks, boardwalks, hiking trails, and picnic areas or other passive recreation uses.
- c. Development within the conservation land use category is limited to buildings that are supportive of and accessory to the Conservation land use category, such as an interpretative center, rest rooms, or covered picnic pavilions.
- d. Potentially allowable uses are limited in location and extent, and shall avoid adverse impacts on the hydrologic functions of wetlands, natural systems, habitats, water quality, shorelines, marine life, and coastal resources. Allowable uses shall serve to protect the safety and welfare of the natural resource.



City of Fernandina Beach

PLANNING DEPARTMENT

- e. Any improvement within Conservation areas shall be developed using low impact development (LID) practices and sustainable building strategies.

Outstanding zoning and/or building violations:

- A. Are there any outstanding zoning or building violations? Yes. If yes, please list in detail.** There are three expired building permits listed below.
1. **2003-4211** Electrical Permit, 60 AMP subfeed for well pump irrigation.
Expired 5/29/2004
 2. **2010-1323** Mechanical Permit, Install one 1.5 ton HVAC unit only.
Expired 2/06/2011
 3. **2010-1944** Electrical Permit, Replace wiring & 2 fixtures due to small kitchen fire in unit #2301. Expired 5/14/2011

Rebuild ability threshold:

- A. What is the threshold to rebuild the property should it be destroyed?**

LDC Section 10.01.01(E) Nonconforming Situations

If a structure located within the city receives storm damage or other structural in excess of fifty (50%) of the appraised value of the structure, such structure may be replaced in compliance with current laws and ordinances, including those enacted since the construction of the subject structure. If the structure was non-conforming based on density or zoning, it may be re-constructed at no greater non-conformity than prior to when it was damaged. In no instance may any non-conformity be expanded.

Minimum Building Setbacks:

- A. What are the minimum setback requirements?**

- Maximum Building Height- 35 ft. (measured from approved finished grade to peak of roof)
- Front Setback – 25 ft. (measured from property line)
- Rear Setback – 20 ft. (measured from property line)
- Side Setback – 10% of lot width (Each side yard setback increases by one-half (1/2) foot for each one (1) foot, or fraction thereof, of building heights above 25 feet up to a maximum building height of 35 feet)

Parking Ratio:

- A. What are the parking requirements for the property?**

LDC Section 7.01.04(A) Parking Space Requirements

Multi-family dwellings are required to have 2 spaces per dwelling unit. There are 42 dwelling units requiring 84 parking spaces. The approved site plan shows 84 parking spaces.

Legal Conforming or Legal Non-conforming

A. Is the property a legal conforming or legal non-conforming use?

996 Citrona Drive is a legal non-conforming property. It was developed as a Conditional Use PUD, granted by Resolution 967. Legal non-conforming means a structure that was legally permitted at the time of its construction prior to subsequent changes in the code which changes would no longer permit the re-establishment of such structure, including nonconformity with current density, floor area ratio, parking, structure setback, impervious surface ratio or lot coverage. The structure being nonconforming does not restrict you from making renovations. Nonconforming structures shall not be expanded except where such expansions meet all requirements of the Land Development Code. The Land Development Code does not inhibit you from making interior or exterior renovations.

A complete version of the City's Land Development Code can be viewed online at <http://www.fbfl.us/LDC>. Please note that this zone is also governed by the City's Comprehensive Plan, found at <http://www.fbfl.us/compplan>.

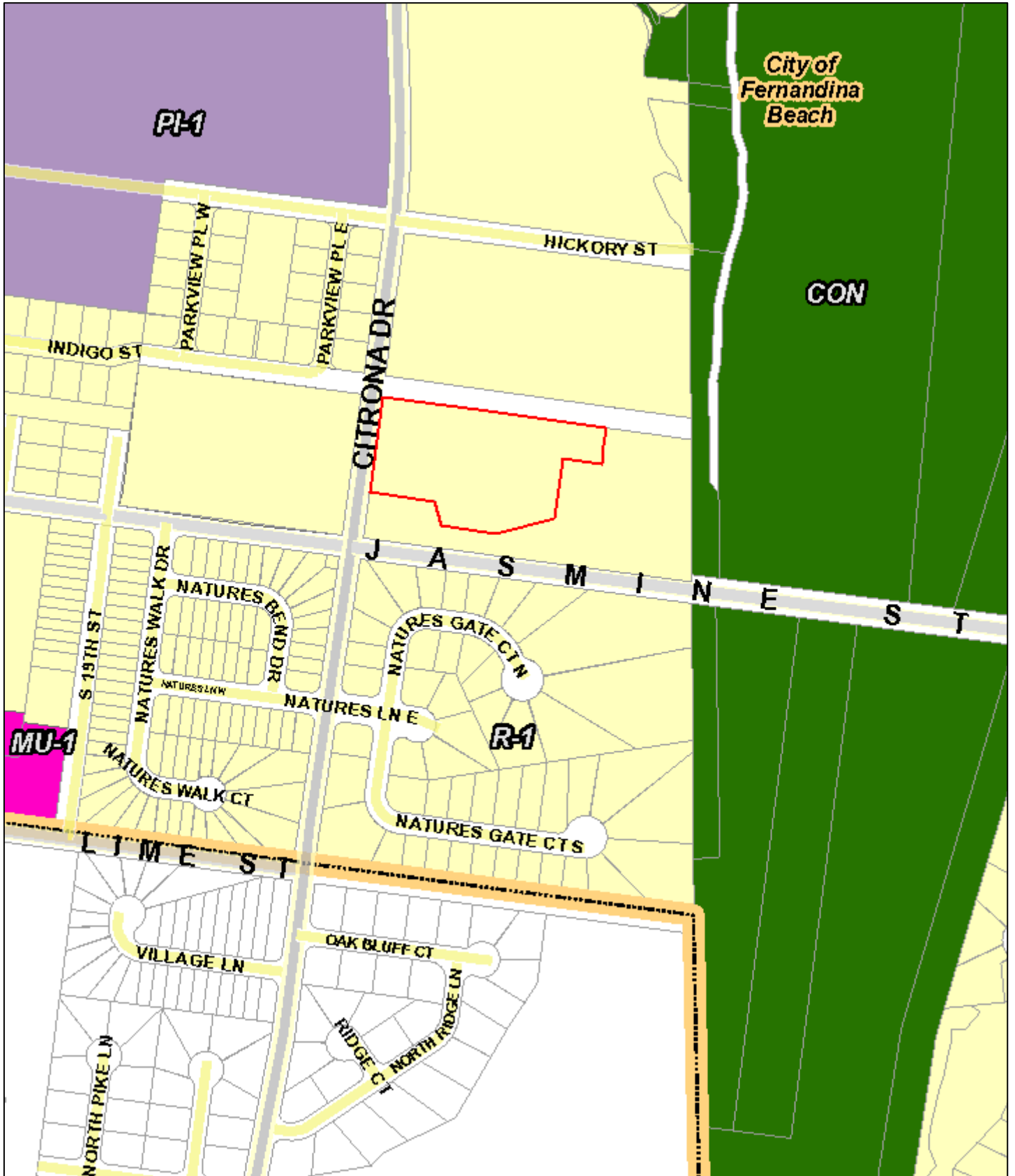
If you have any further questions regarding this due diligence report please contact the Planning Department at (904) 310-3135.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Platt' with a stylized flourish.

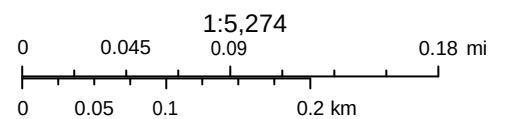
Jacob M. Platt
Planner 1 |

ZONING



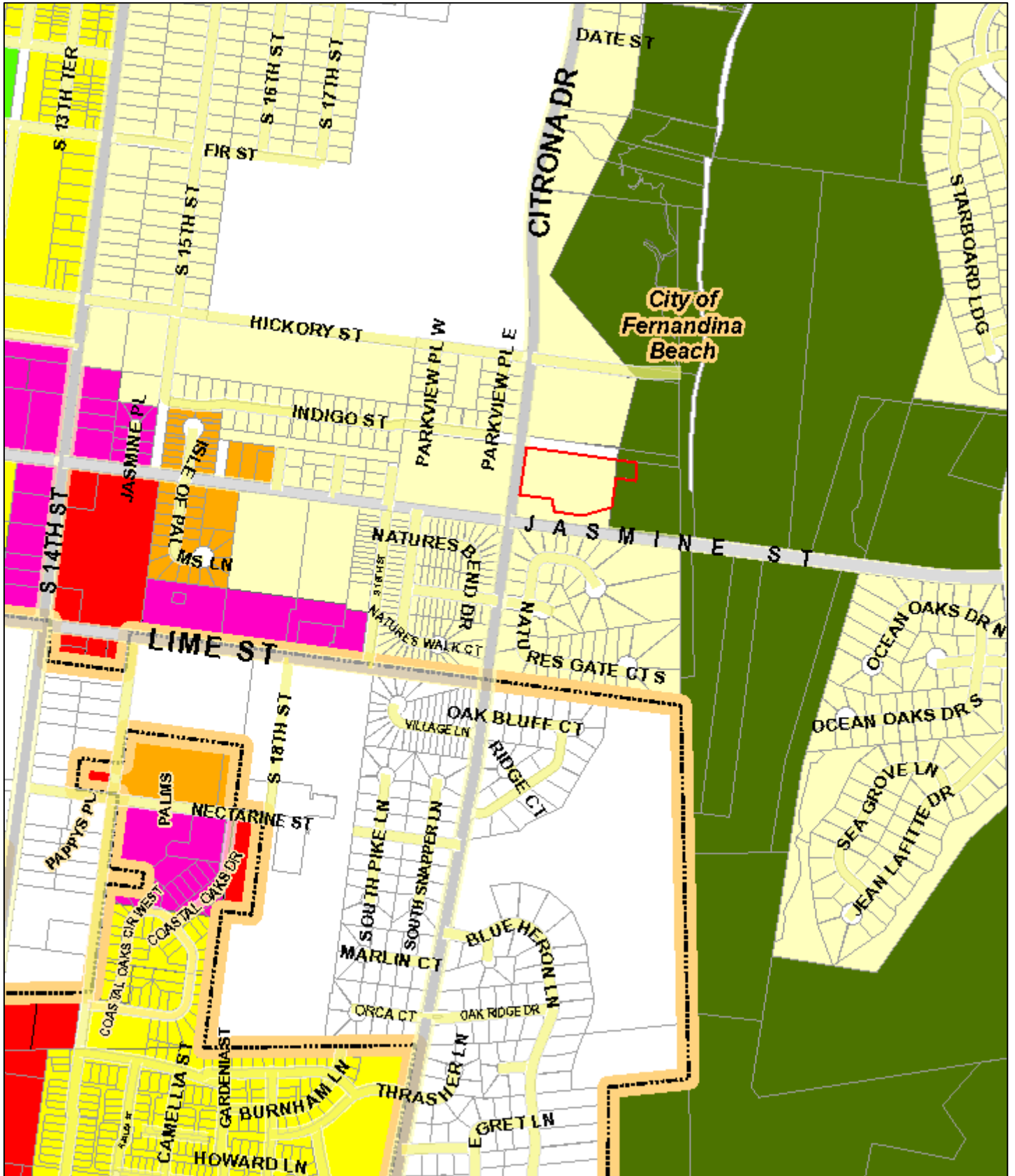
September 14, 2015

Land Parcels	R-1	OT-1	PI-1
City of F.B. Zoning	RLM	OT-2	CON
C-1	R-2	W-1	REC
C-2	R-3	IW	
C-3	RE	I-1	
MU-1	R-1-IG	IA	

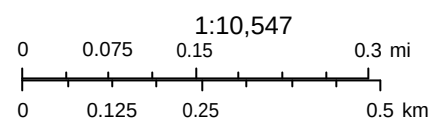
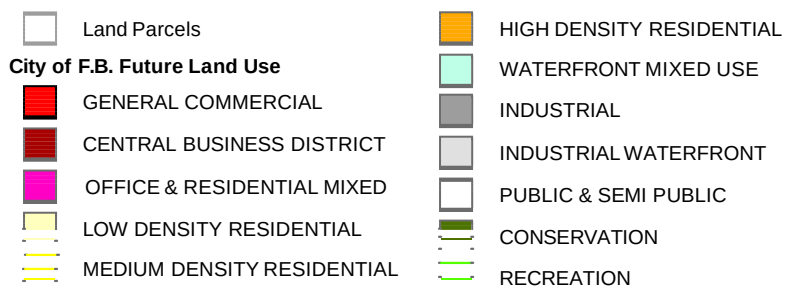


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

FLUM



September 14, 2015



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

RESOLUTION NUMBER 967

IN RE: APPLICATION FOR CONDITIONAL USE (PUD) NO. PUD0189

WHEREAS, Midland Properties Partnership has applied for a Conditional Use, for a Planned Unit Development (PUD), under Sections 26-10.3 and 26-11 (K) of the Code of Ordinances of the City of Fernandina Beach, Florida, Application No. PUD0181 and

WHEREAS, the Planning Advisory Board has considered such application and rendered its report and recommendations on the same; and

WHEREAS, Notice of Hearing on such application was published in the News-Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on March 1, 1989 and on March 8, 1989; and also posted on the subject property; and

WHEREAS, a public hearing was held on such application by the City Commission of the City of Fernandina Beach, Florida, on April 4, 1989; and

WHEREAS, after consideration of the testimony and evidence presented on such application and at the public hearings thereon, the City Commission made the following findings:

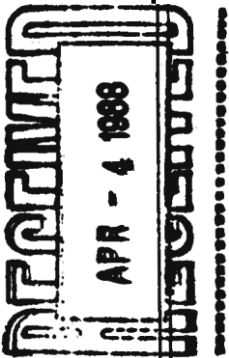
A. That the Commission is empowered under Sections 26-11 and 26-10.3 of the Zoning Code of the City of Fernandina Beach, to grant the conditional use (PUD) described in the application.

B. That the grant of the conditional use will not adversely affect the public interest of health, safety and welfare.

C. That the specific rules governing the conditional use, if any, as required by Section 26-10.3 of the Zoning Code have been met, and that satisfactory provisions and arrangements have been made concerning those certain matters specified in Section 26-11(K) (4), (a) through (h) of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the CITY COMMISSION of the CITY OF FERNANDINA BEACH, FLORIDA, at its meeting duly called and assembled, that Application for Conditional Use (PUD) No. PUD0189, filed by Midland Properties Partnership be and the same is hereby approved, subject to the following conditions:

1. That the property shall remain as a unified tract of 8.22 acres without any development activity in the greenbelt or landfill area.
2. A sidewalk or paved walkway from the development area to the Jasmine Street/Citrona Drive intersection will be provided.
3. The Planned Unit Development will contain the same rental criteria, for the same duration, as the FmHA project requires, and, for the duration of the provision, the project shall not be converted to condominium form of ownership.
4. Deceleration and acceleration lanes shall be provided as approved by the County Engineer.
5. The access to the development is subject to approval of the County Engineer.
6. Fencing is to be provided along Jasmine Street, but without visual interference with intersection traffic.
7. Plans for storm water and street lighting to be provided.



RONNIE SAPP
Mayor-Commissioner

VICKI P. WINGATE
City Clerk



715 S. 6TH STREET
ZONING MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0288-0060 WALKER GERALDINE
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	715 S. 6 TH Street Single Family Home Built in 2000 and Accessory Structures
CURRENT LAND USE + ZONING:	Future Land Use Map: Medium Density Residential Zoning: Industrial
PROPOSED LAND USE + ZONING:	Amend the Zoning Map from Industrial (I-1) to Medium Density Residential (R-2)
EXISTING USES ON SITE:	Single-Family Home constructed in 2000 with ancillary structures (Homesteaded)
PROPERTY SIZE:	0.23 Acres of Land

DATA AND ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X	None Noted	11 ft to 12 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Home/ vacant lots	1900	I-1 (vacant section only)/R-2	Industrial (vacant section only) /Medium Density Residential
	South	Single Family Home	1941	I-1	Medium Density Residential/ Industrial
	East	Single Family Home	2000	R-2	Medium Density Residential
	West	Unimproved Public ROW (S.5 th Street) abutting CSX transportation building/offices	N/A	I-1	Industrial
APPLICABLE	1.02.02 (adequate public services);				



STAFF REPORT
715 S. 6th Street

COMPREHENSIVE PLAN POLICIES:	1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.05 (medium density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks); 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.04 (R-2 zoning district); 2.01.20 (CON zoning district); 2.03.03 (Table of Accessory Uses); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	In order to correct the zoning conflict and ensure protection of the current use of the structure and its ancillary structures staff recommends that the board approve the following actions: 1. Amend Zoning Map for approximately 0.23 acres of land from Industrial (I-1) to Medium Density Residential (R-2) Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT
715 S. 6th Street

MAP EXHIBITS & PROPERTY IMAGES:

715 S. 6th Street Photo + 2019 Aerial



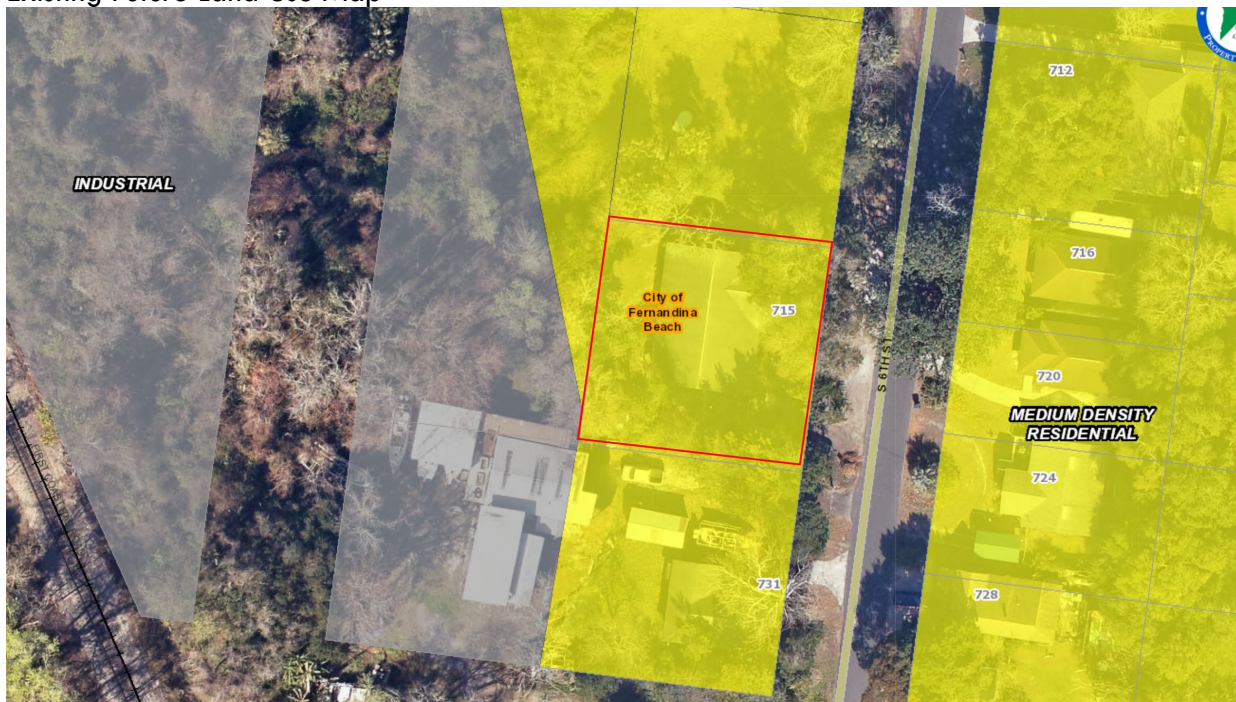


STAFF REPORT
715 S. 6th Street

Existing Zoning District I-1 (Request is to change entire parcel to R-2 to match FLUM)



Existing Future Land Use Map





STAFF REPORT 715 S. 6th Street

Approximate location of nearest wetlands:



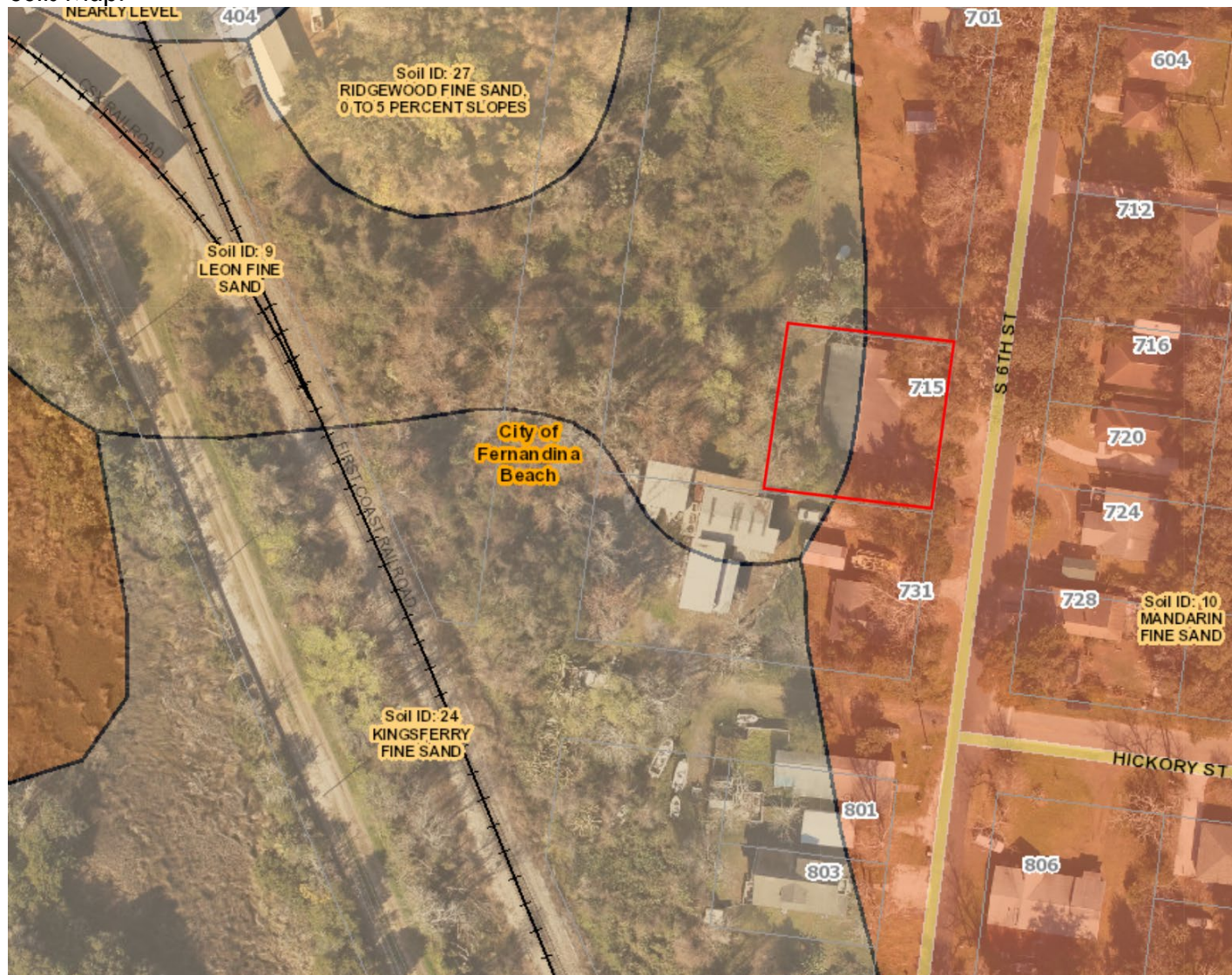
Flood Zone:





STAFF REPORT
715 S. 6th Street

Soils Map:





STAFF REPORT
715 S. 6th Street

Topography:





**731 S. 6TH STREET
FLUM AND ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0288-0040 YORK WAYNE & BETTY R				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	731 S. 6 TH Street Single Family Home Built in 1941 and Accessory Structures				
CURRENT LAND USE + ZONING:	Split Future Land Use Map of Medium Density Residential (MDR) for 0.23 acres and Industrial (Ind) for 0.23 acres of Land Zoning: Industrial for 0.46 acres of land				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for approximately 0.23 acres of land located on the western half of the property from Industrial (IND) to Medium Density Residential (MDR) 2. Amend Zoning Map for approximately 0.46 acres of land for approximately 0.46 acres of land from Industrial (I-1) to Medium Density Residential (R-2)				
EXISTING USES ON SITE:	Single-Family Home constructed in 1941 with ancillary structures (Not Homesteaded)				
PROPERTY SIZE:	0.46 Acres of Land				
DATA AND ANALYSIS					
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	None Noted	12 ft to 8 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Home	2000	Industrial	Medium Density Residential
	South	Single Family Home	1925	R-2	Medium Density Residential
	East	Single Family Home	1920	R-2	Medium Density Residential
	West	Unimproved	N/A	I-1	Industrial



STAFF REPORT
731 S. 6th Street

	Public ROW (S.5 th Street) abutting CSX transportation building/offices			
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.05 (medium density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan			
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.04 (R-2 zoning district); 2.01.20 (CON zoning district); 2.03.03 (Table of Accessory Uses); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC			
STAFF RECOMMENDATION:	In order to correct the current land use and zoning conflict and ensure protection of the current use of the structure and its ancillary structures staff recommends that the board approve the following actions: 1. Amend Future Land Use Map for approximately 0.23 acres of land located on the western half of the property from Industrial (IND) to Medium Density Residential (MDR) 2. Amend Zoning Map for approximately 0.46 acres of land for approximately 0.46 acres of land from Industrial (I-1) to Medium Density			



STAFF REPORT
731 S. 6th Street

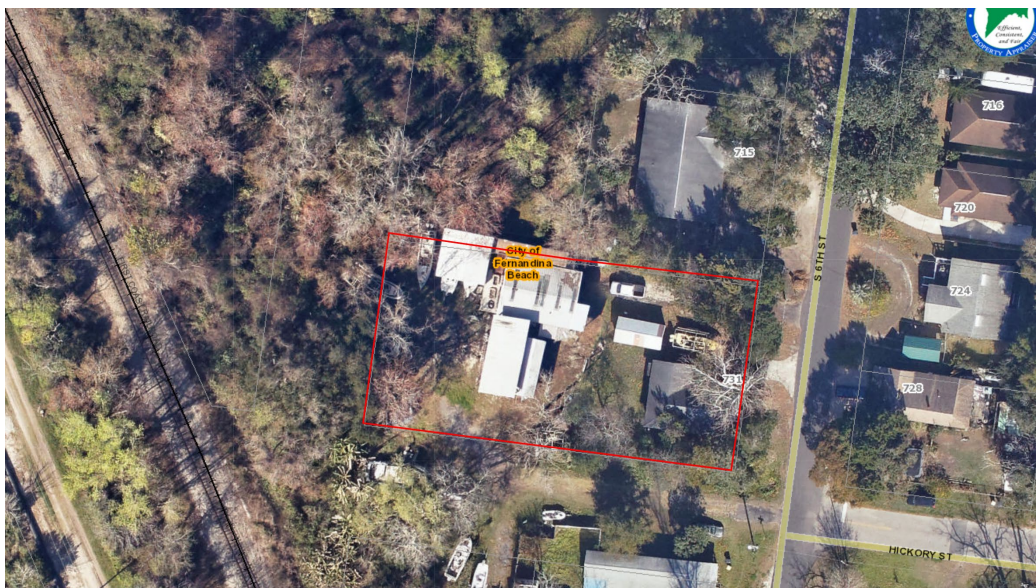
	Residential (R-2)
	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



STAFF REPORT
731 S. 6th Street

MAP EXHIBITS & PROPERTY IMAGES:

731 S. 6th Street Photo + 2019 Aerial



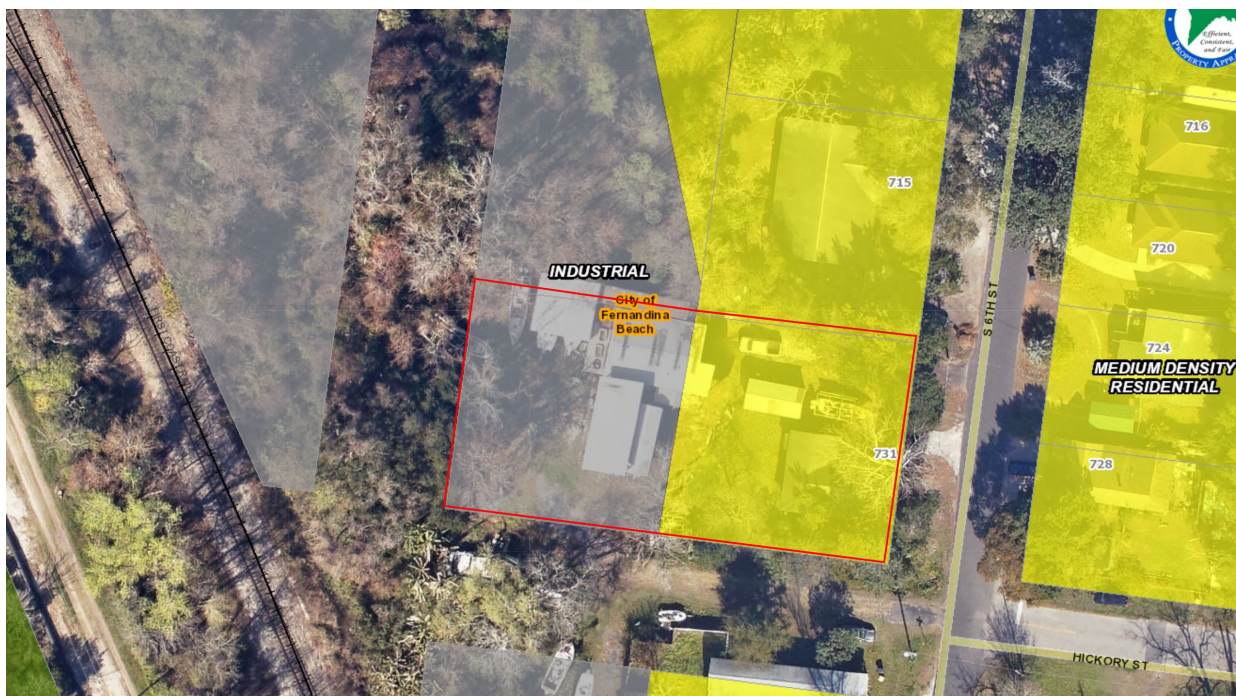


STAFF REPORT
731 S. 6th Street

Existing Zoning District



Existing Future Land Use Map



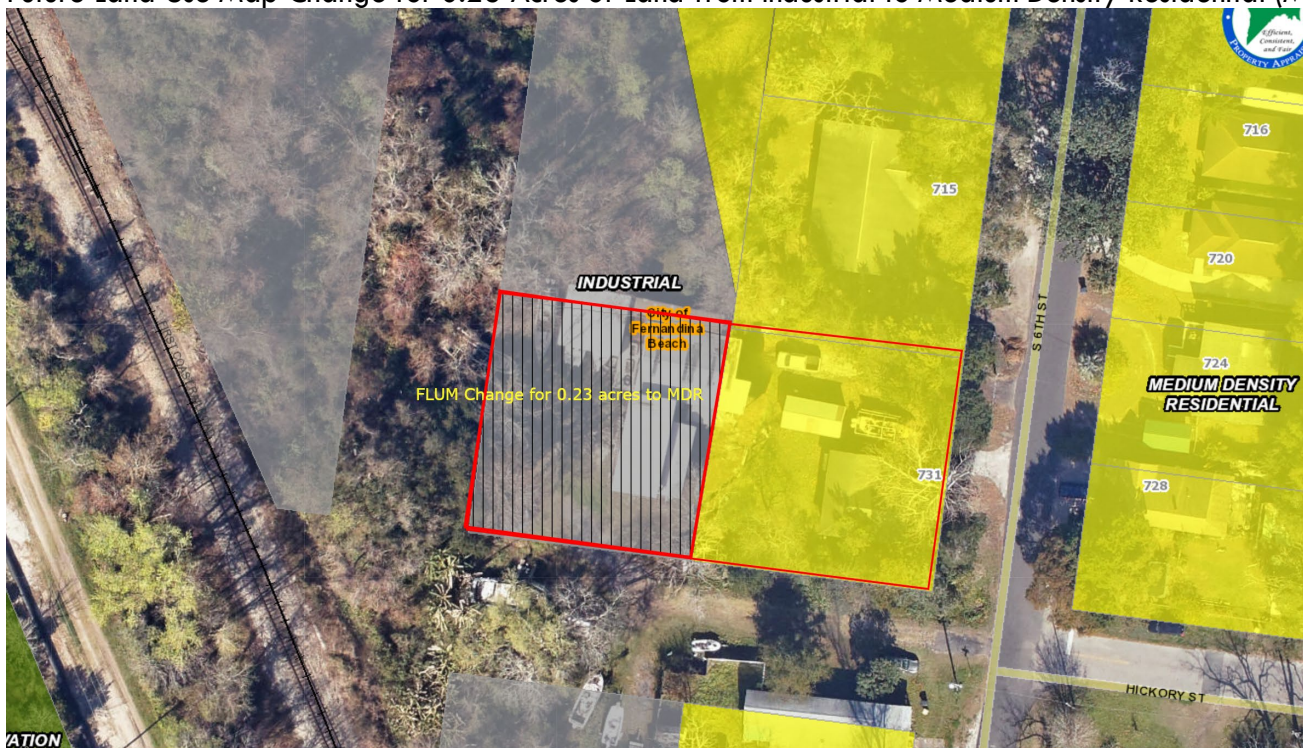


STAFF REPORT
731 S. 6th Street

Change of Zoning from I-1 to R-2 for 0.46 acres of land



Future Land Use Map Change for 0.23 Acres of Land from Industrial to Medium Density Residential (MDR)



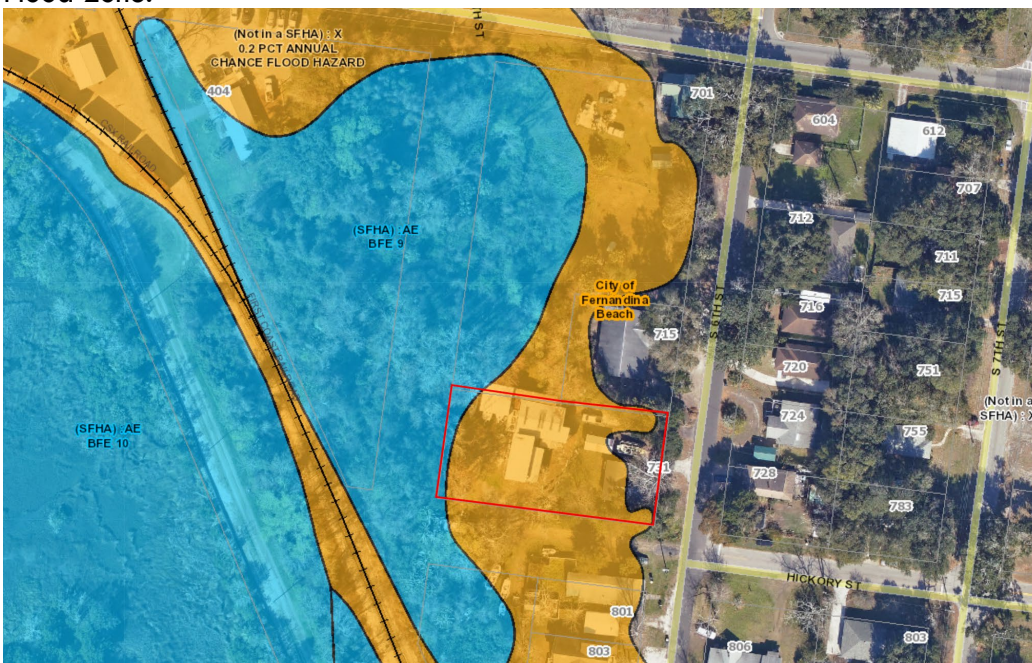


STAFF REPORT 731 S. 6th Street

Approximate location of nearest wetlands:



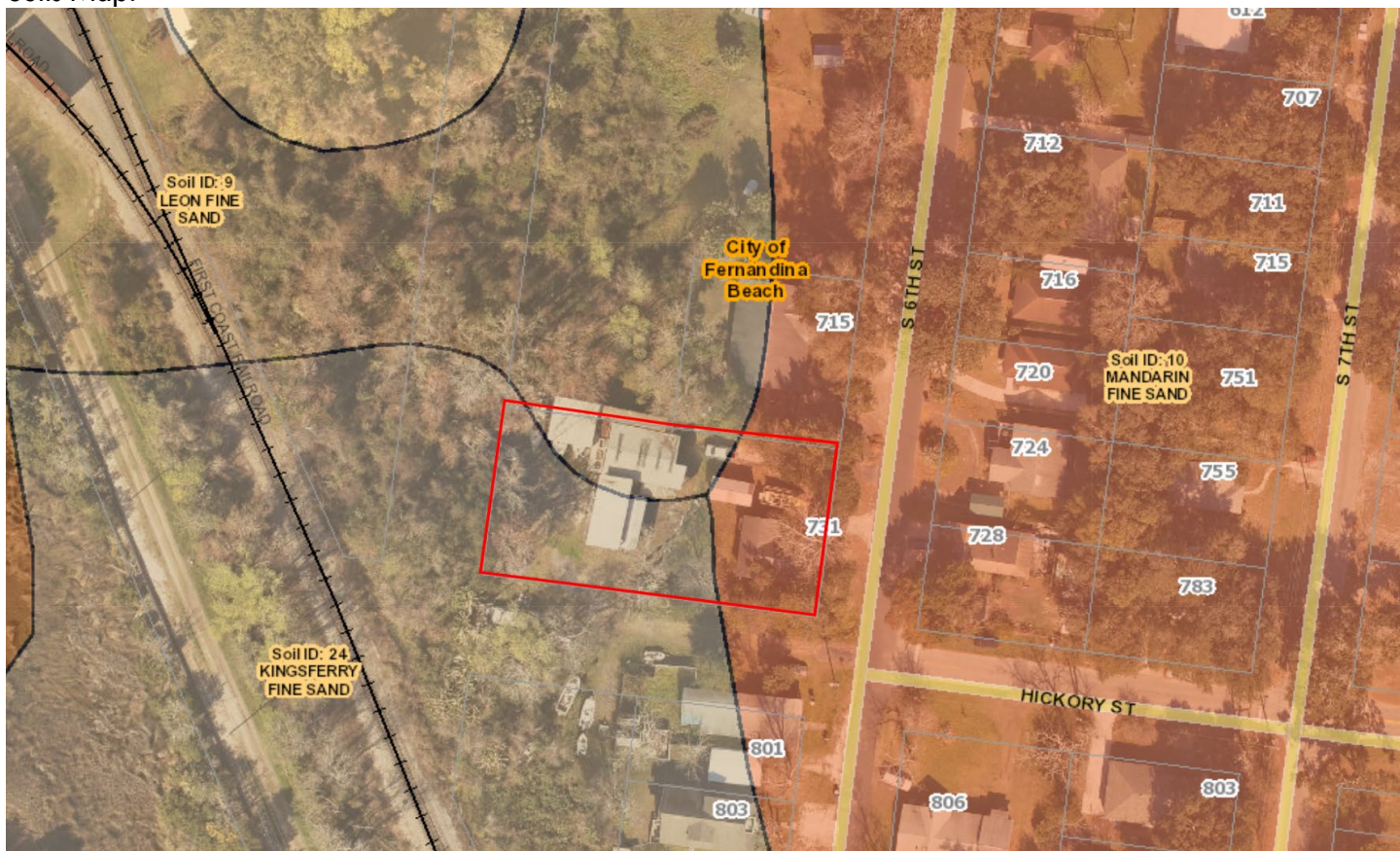
Flood Zone:





STAFF REPORT
731 S. 6th Street

Soils Map:





STAFF REPORT
731 S. 6th Street

Topography:





**STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2**

**FIR STREET AND S. 5TH STREET- MILLER
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0287-0150 00-00-31-1800-0287-0130 00-00-31-1800-0287-0002 MILLER MATTHEW & JOELYNN				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	410 FIR STREET 615 S. 5 TH STREET VACANT PARCEL ADJOINING 615 S. 5 TH STREET				
CURRENT LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL/ INDUSTRIAL FOR 456.84 SQ.FT. I-1				
PROPOSED LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL R-2				
EXISTING USES ON SITE:	VACANT				
PROPERTY SIZE:	0.34 Acres of Land in Total				
DATA & ANALYSIS					
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X	NONE	10-11 FT	SAND	NOT IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Homes	varies	R-2	Medium Density Residential
	South	Vacant	N/A	R-2	Medium Density Residential
	East	Single Family Homes	Varies	R-2	Medium Density Residential
	West	Vacant	N/A	I-1	Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.05 (Medium Density Residential land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2

	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff recommends changing the Zoning District to R-2 (Medium Density Residential) to correspond with the current Future Land Use Map. Additionally, staff recommends the correction of the Future Land Use Map from Industrial to Medium Density Residential for approximately 457 square feet. Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



**STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2**

MAP EXHIBITS & PROPERTY IMAGES:

2019 AERIAL





STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2

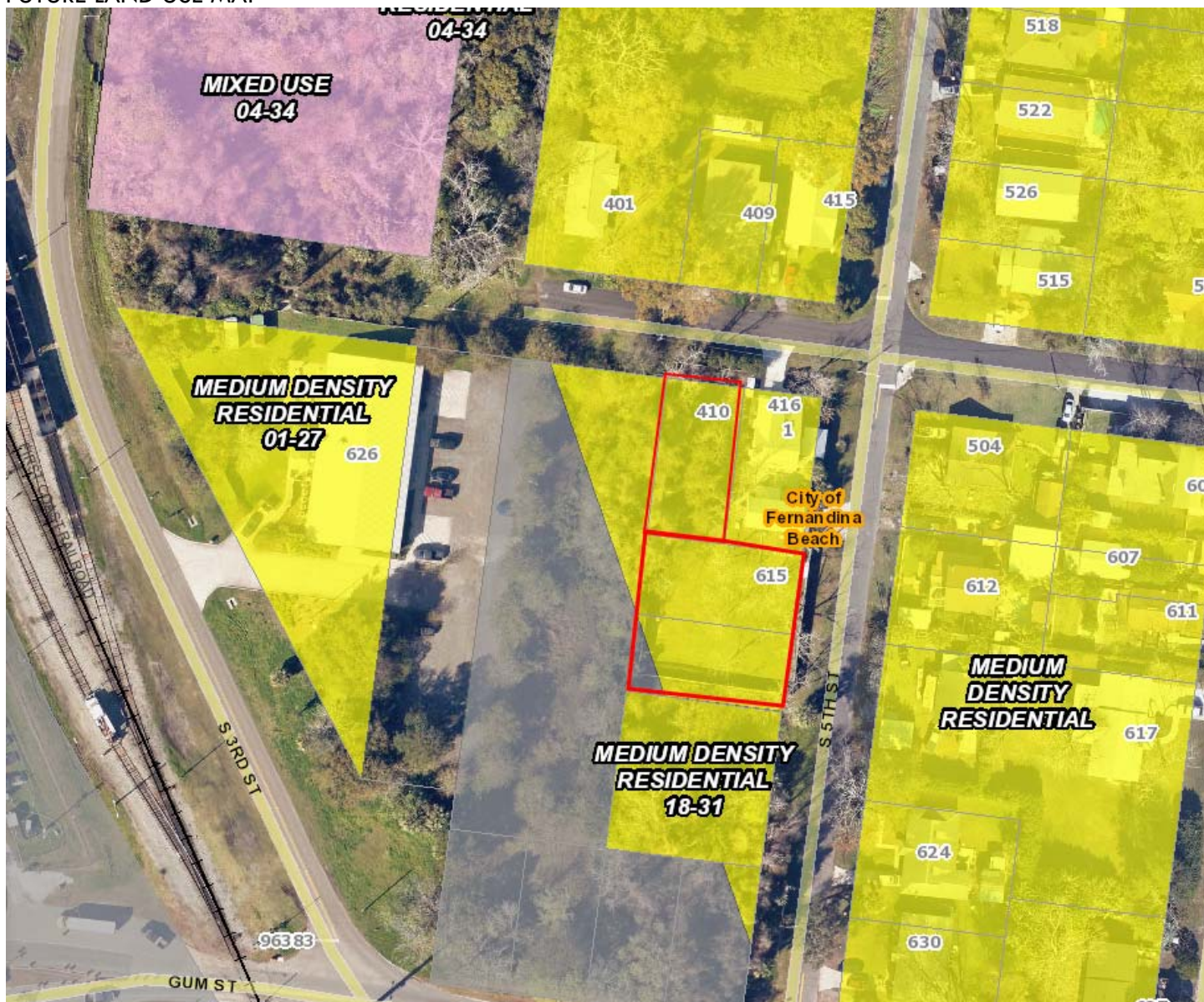
PHOTOS OF PROPERTY





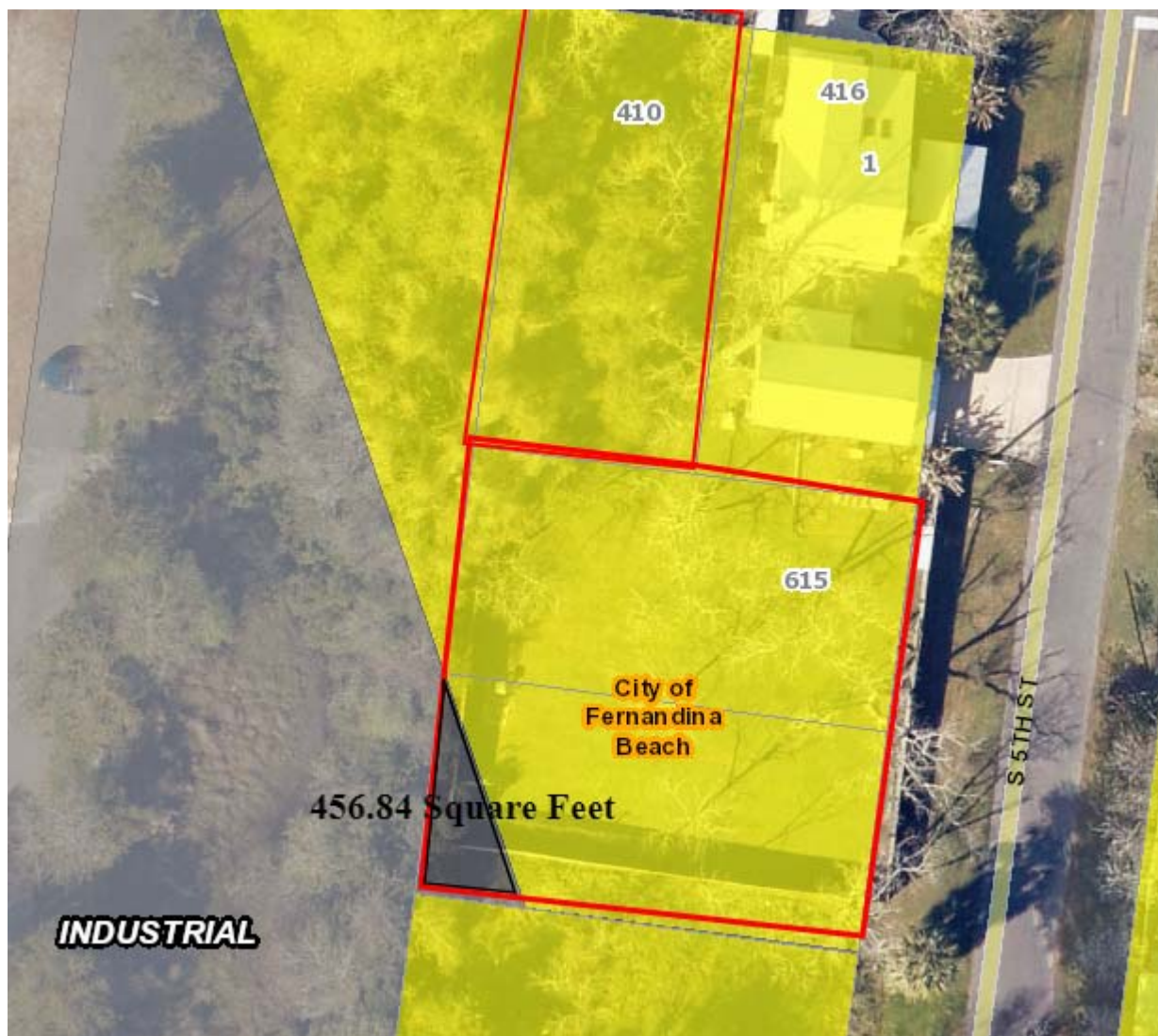
**STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2**

FUTURE LAND USE MAP





**STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2**





**STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2**

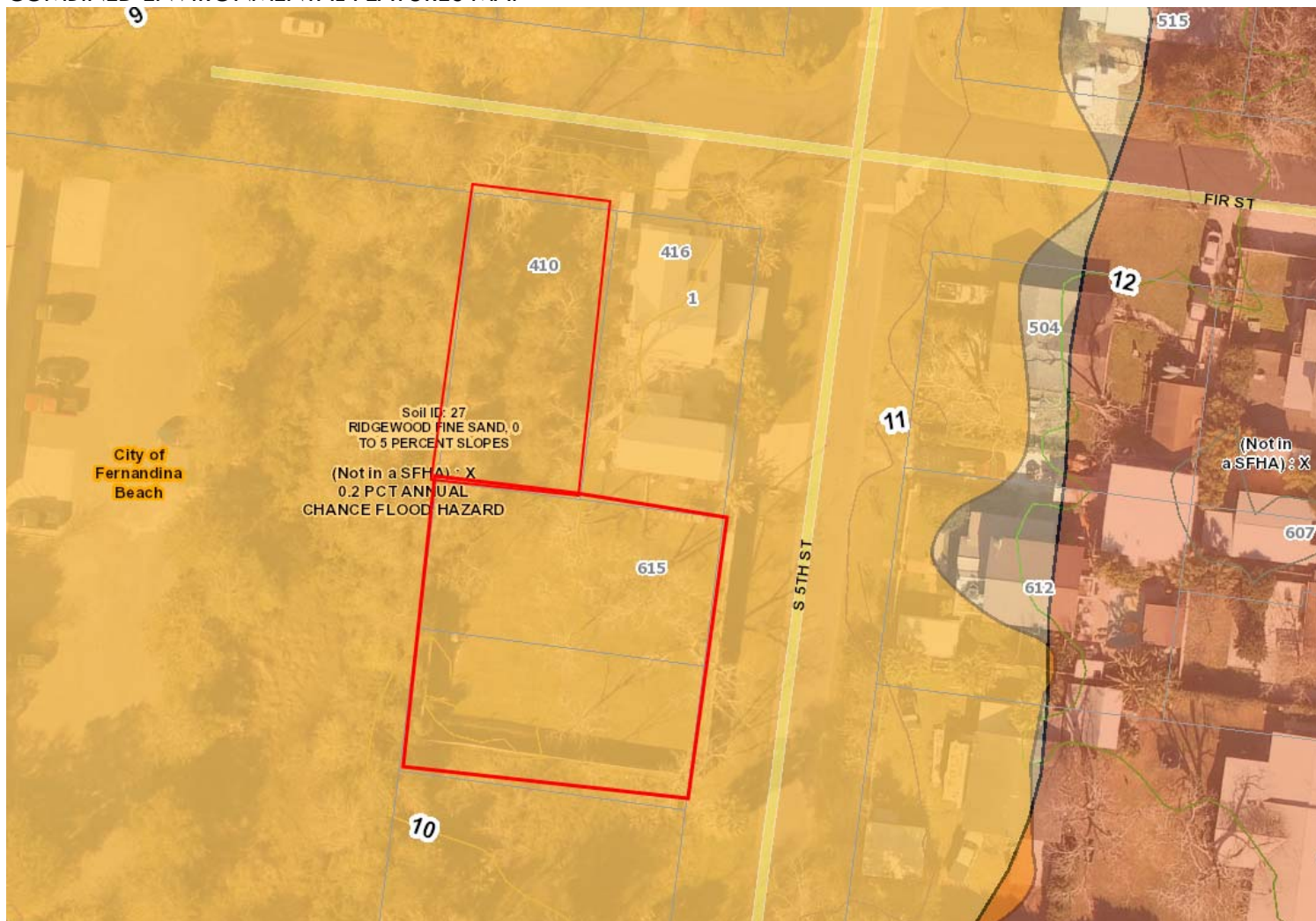
ZONING MAP





**STAFF REPORT
S 5TH STREET
ZONING CHANGE TO R-2**

COMBINED ENVIRONMENTAL FEATURES MAP





**STAFF REPORT
CITRONA DRIVE - CITY**

**CITRONA DRIVE- CITY
FLUM AND ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0017-0060 CITY OF FERNANDINA BEACH
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	CITRONA DR VACANT/ UNDISTURBED
CURRENT LAND USE + ZONING:	Split Future Land Use Map Category of Low Density Residential (LDR) = approximately 21,000 sq. ft. and Conservation (CON)= approximately 3.17 acres Zoning Map Designation reflects approximately 3.65 acres (158,994 sq. ft.) as R-1/ Low Density Residential
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for approximately 21,000 sq. feet from Low Density Residential (LDR) to Conservation (CON) 2. Amend Zoning Map for approximately 3.65 acres of land from R-1 to CON
EXISTING USES ON SITE:	VACANT
PROPERTY SIZE:	3.65 Acres of Land

DATA AND ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	None Noted	11 ft to -1 ft	Fine Sand/ Clay	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	N/A	R-/CON	Low Density Residential
	South	Vacant	N/A	R-1	Low Density Residential and Conservation
	East	Vacant	N/A	R-1	Conservation
	West	FB Middle School	1991	PI-1	Public & Institutional



**STAFF REPORT
CITRONA DRIVE - CITY**

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	The requested action results in the reduction of approximately 21,000 square feet of Conservation (CON) Future Land Use Category on the FLUM and in increase in the amount of Conservation (CON) zoning district by 158,994 square feet. Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. Analysis to support the recommendation is found through the available data provided by the Nassau County Property Appraiser Mapping resources. Specifically, the topography, potential wetlands, soils, and flood zone files.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



**STAFF REPORT
CITRONA DRIVE - CITY**

MAP EXHIBITS & PROPERTY IMAGES:

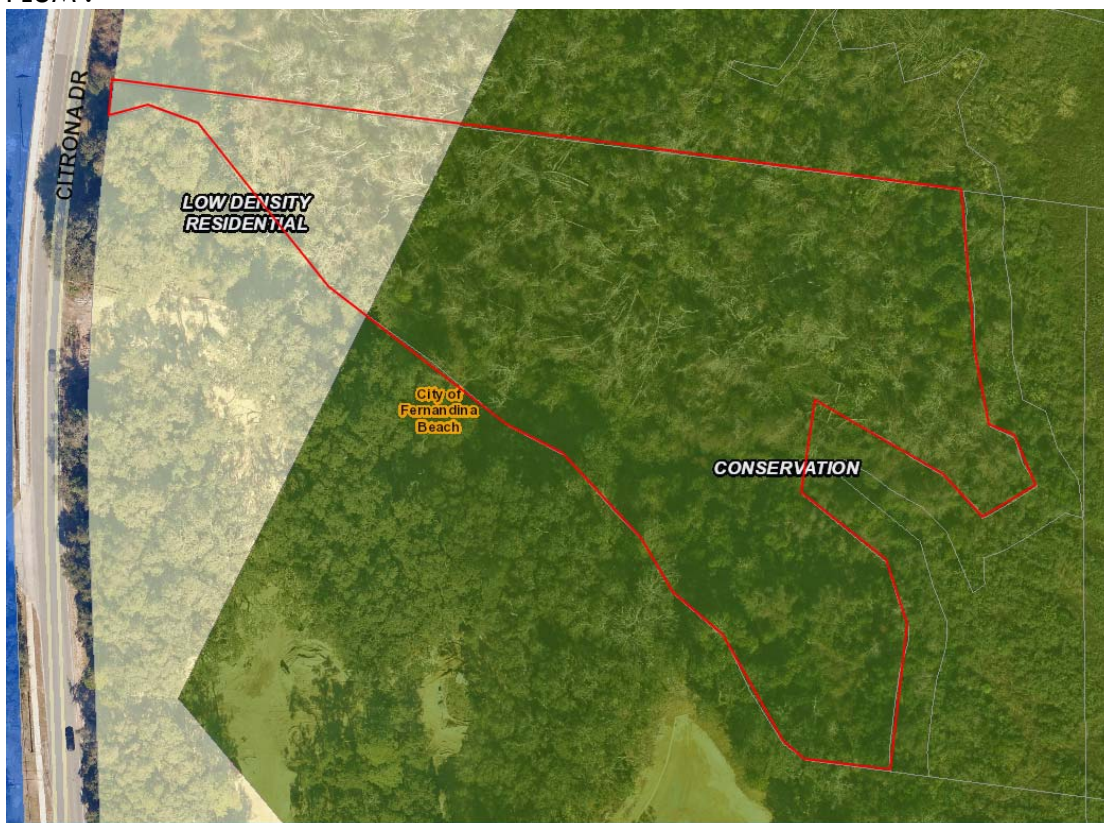
Citrona Drive 2019 Aerial





STAFF REPORT CITRONA DRIVE - CITY

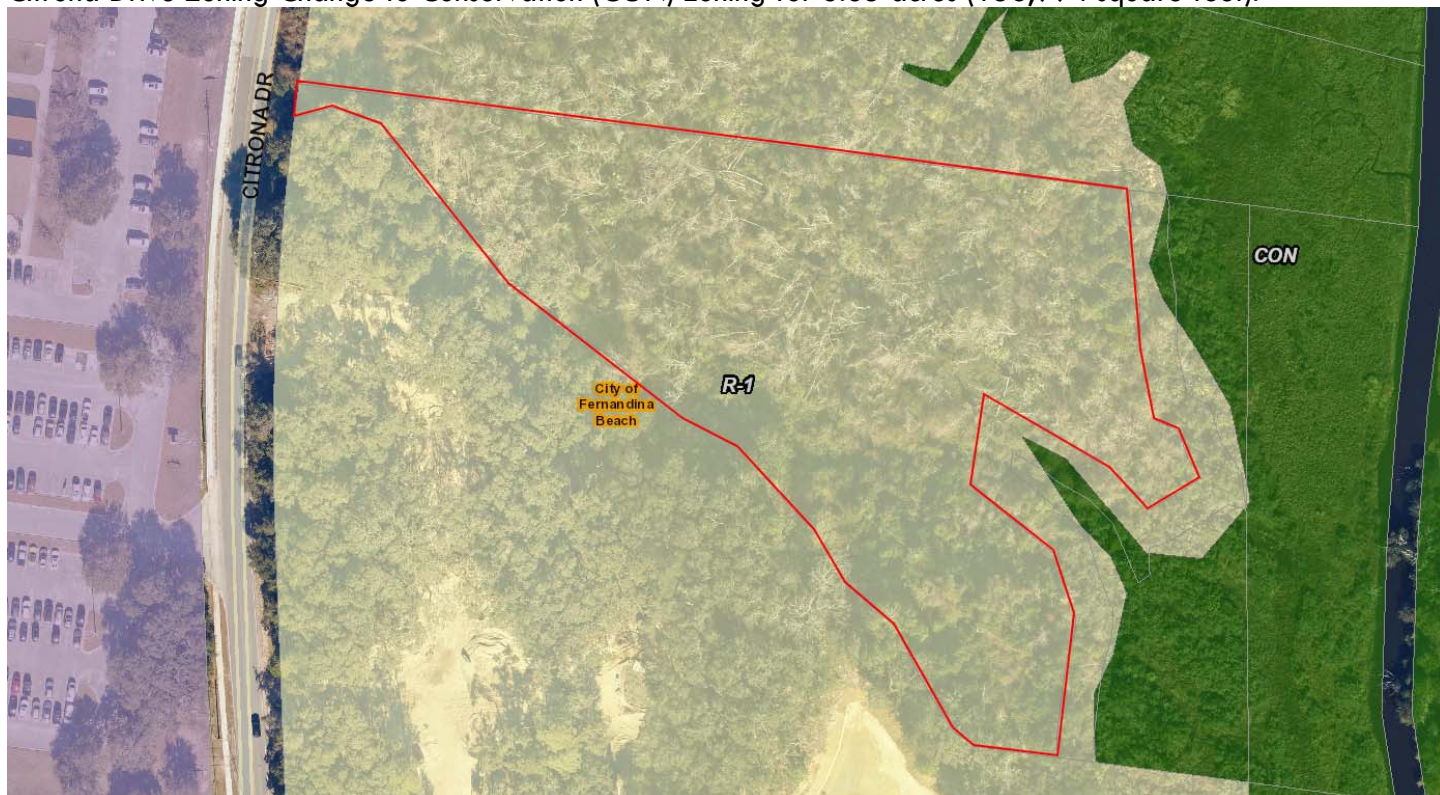
Citrona Drive Future Land Use Map Change Request for approximately 21,000sq ft to Conservation (CON) FLUM :





**STAFF REPORT
CITRONA DRIVE - CITY**

Citrona Drive Zoning Change to Conservation (CON) zoning for 3.65 acres (158,994 square feet):





**STAFF REPORT
CITRONA DRIVE - CITY**

Citrona Drive Approximate Location of Wetlands:



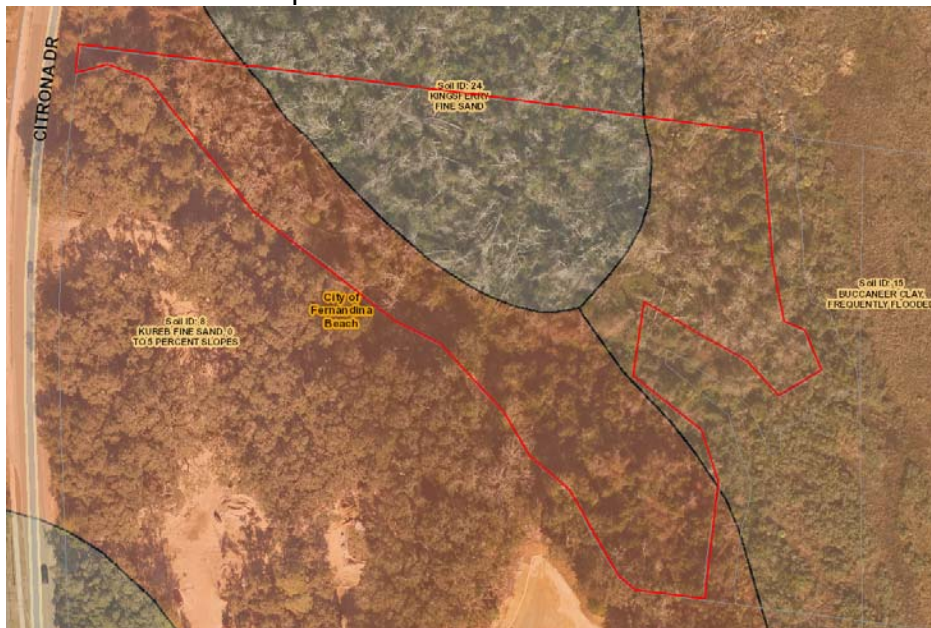


STAFF REPORT CITRONA DRIVE - CITY

Citrona Drive Flood Zone:



Citrona Drive Soils Map:





STAFF REPORT CITRONA DRIVE - CITY

Citrona Drive Topography:





**STAFF REPORT
ROBERT OLIVER DRIVE - CITY**

**ROBERT OLIVER DRIVE- CITY
FLUM AND ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	01-2N-28-0000-0002-0000 AND 02-2N-28-0000-0001-0010 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	ROBERT OLIVER DRIVE VACANT/ UNDISTURBED				
CURRENT LAND USE + ZONING:	Medium Density Residential (MDR) Zoning Map Designation reflects approximately 0.66 acres as R-2/ Medium Density Residential				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for approximately 2.92 acres of land from Medium Density Residential (MDR) to Conservation (CON) 2. Amend Zoning Map for approximately 0.66 acres of land from R-2 to CON				
EXISTING USES ON SITE:	VACANT				
PROPERTY SIZE:	2.92 Acres of Land				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	Entire Site	8 ft to 2 ft	Muck	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant			
	South	Vacant			
	East	Forest Ridge PUD			
APPLICABLE COMPREHENSIVE PLAN POLICIES:	West	Vacant			
	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and				



STAFF REPORT
ROBERT OLIVER DRIVE - CITY

	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>



**STAFF REPORT
ROBERT OLIVER DRIVE - CITY**

MAP EXHIBITS & PROPERTY IMAGES:

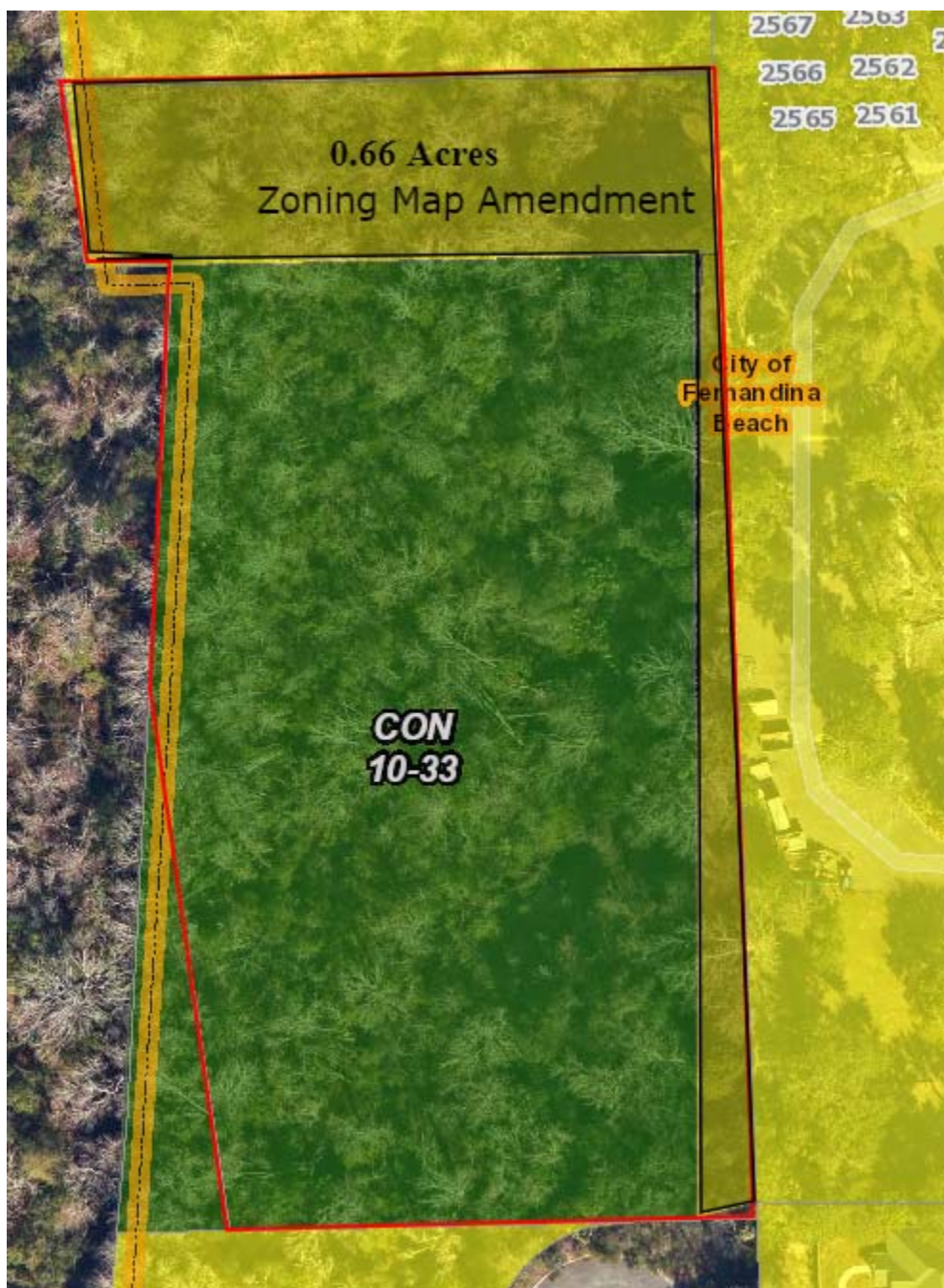
Robert Oliver Future Land Use Map Change Request for approximately 2.92 acres of land:





**STAFF REPORT
ROBERT OLIVER DRIVE - CITY**

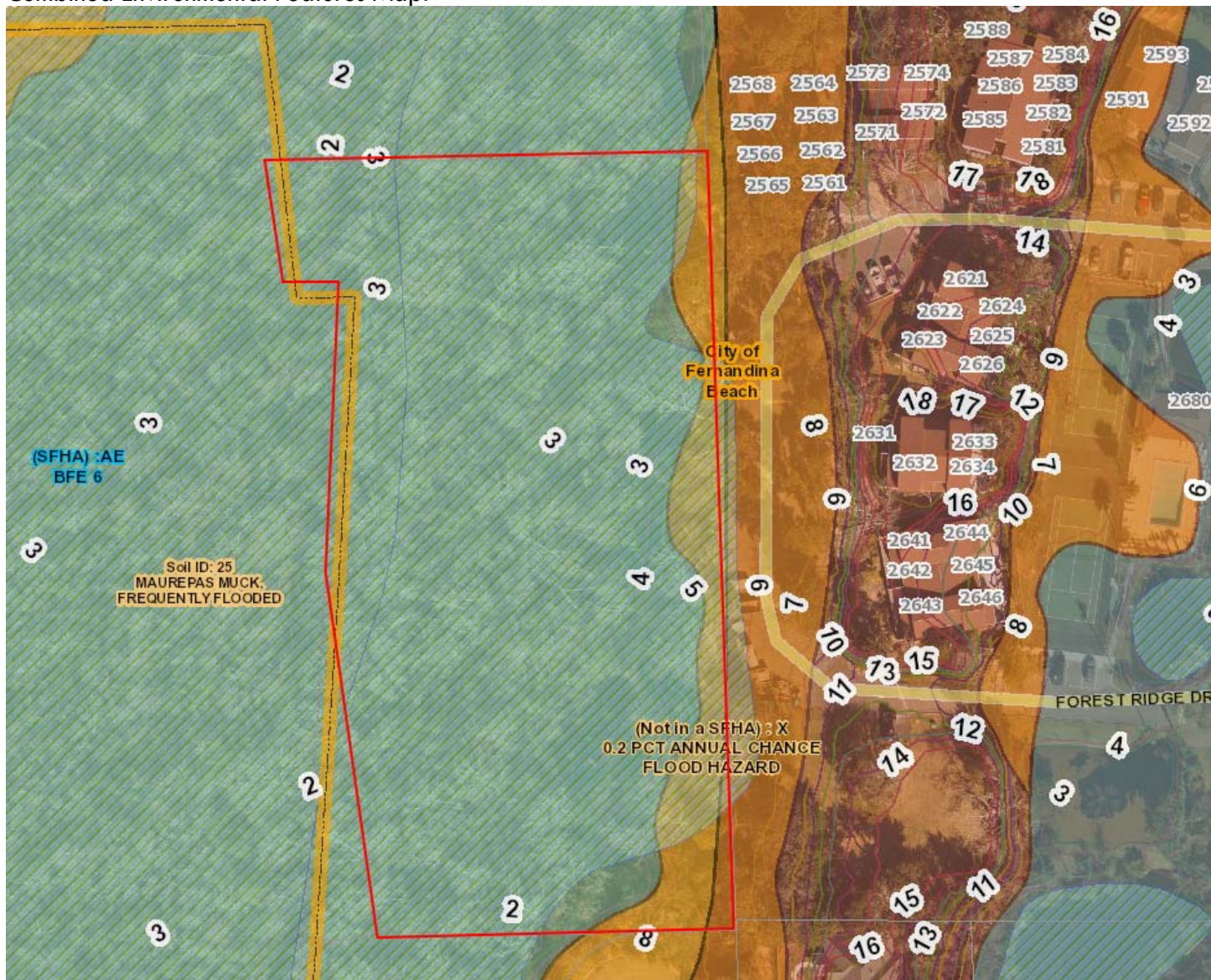
Robert Oliver Zoning Change to Conservation:





STAFF REPORT ROBERT OLIVER DRIVE - CITY

Combined Environmental Features Map:





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

**OFF SHORE COURT & OFF SHORE DR
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1652-0012-0000 HUTZELL CRAIG L & MARY KAY (2309 Off Shore Ct) 00-00-31-1652-0015-0000 MCADAMS JANE (2329 Off Shore Ct) 00-00-31-1652-0016-0000 OLIVER SHARON D (2347 Off Shore Ct) 00-00-31-1651-0050-0000 FALLON ROBERT & DARYL (2119 Off Shore Dr) 00-00-31-1652-0010-0000 LEEN MATTHEW M & CAROLYN B (2225 Off Shore Dr) 00-00-31-1652-0011-0000 WASHECHEK TIFFANY (2255 Off Shore Dr) 00-00-31-1652-0014-0000 PRONTAUT ANTOINE B & SHARON N (2315 Off Shore Ct)				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	OFF SHORE COURT SINGLE FAMILY HOMES				
CURRENT LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL (MDR) AND CONSERVATION (CON) Zoning Map: R-2				
PROPOSED LAND USE + ZONING:	Amend Zoning Map from R-2 to align with Plat Map and Conservation FLUM boundary with both R-2 and Conservation zoning districts applied as depicted by the Residence Amelia Landings Unit Five Plat (Plat Book 6, Page 60) Change totals approximately 2.31 acres of land				
EXISTING USES ON SITE:	Single Family Homes				
PROPERTY SIZE:	Approximately 4.45 Acres in Total				
DATA AND ANALYSIS					
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	APPROX. 2.45 ACRES	16-2 FEET	SAND AND MUCK	NOT IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single-Family Homes	Varies	R-2	Medium Density Residential
	South	Condos	Varies	R-2	Medium Density Residential
		Single-Family	Varies	R-2	Medium Density



**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

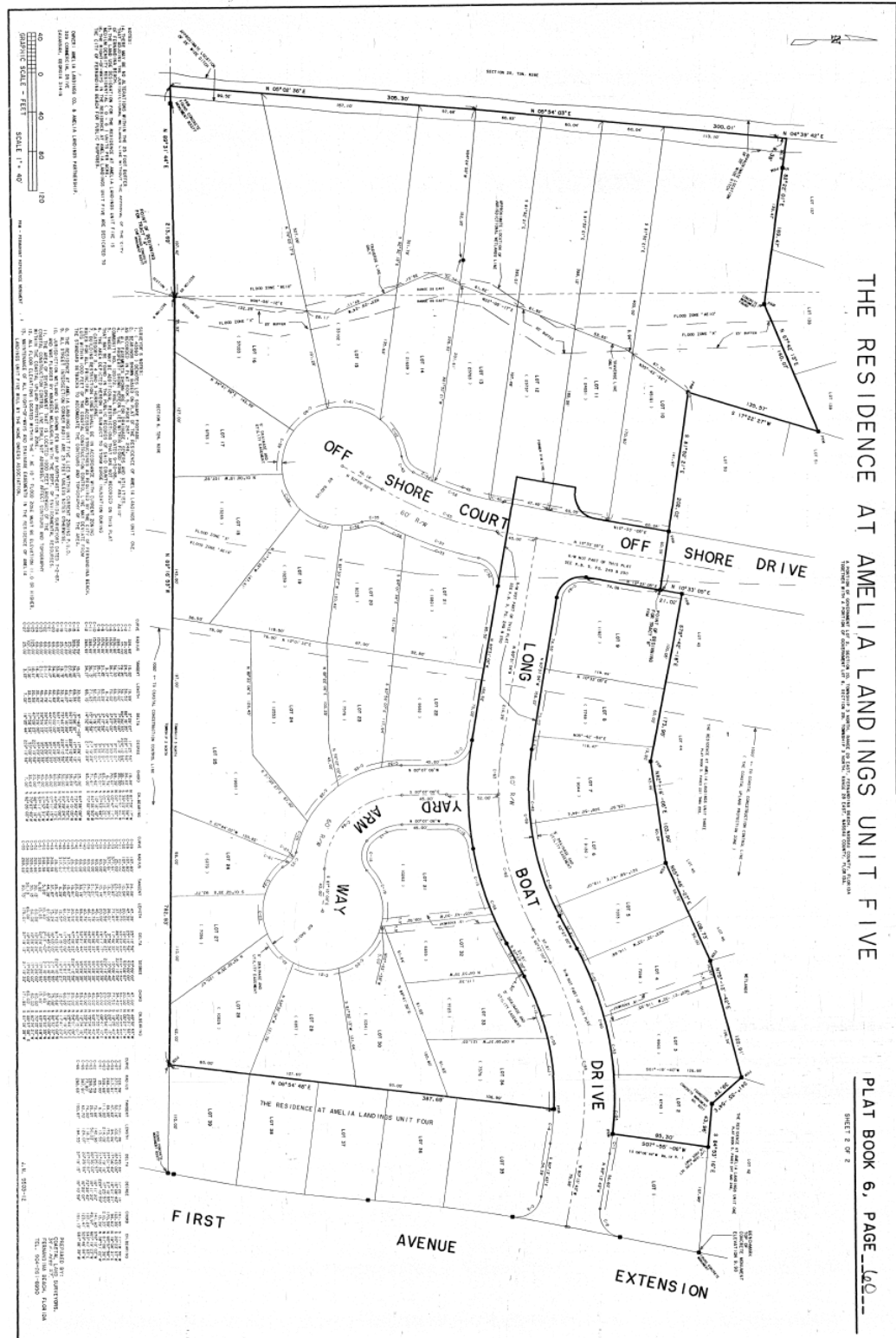
	East West	Homes Vacant	N/A	CON	Residential Conservation
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.05 (Medium Density Residential land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC				
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.				
PAB RECOMMENDATION:	<i>Pending 10/9/19 public hearing</i>				



**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

MAP EXHIBITS & PROPERTY IMAGES:

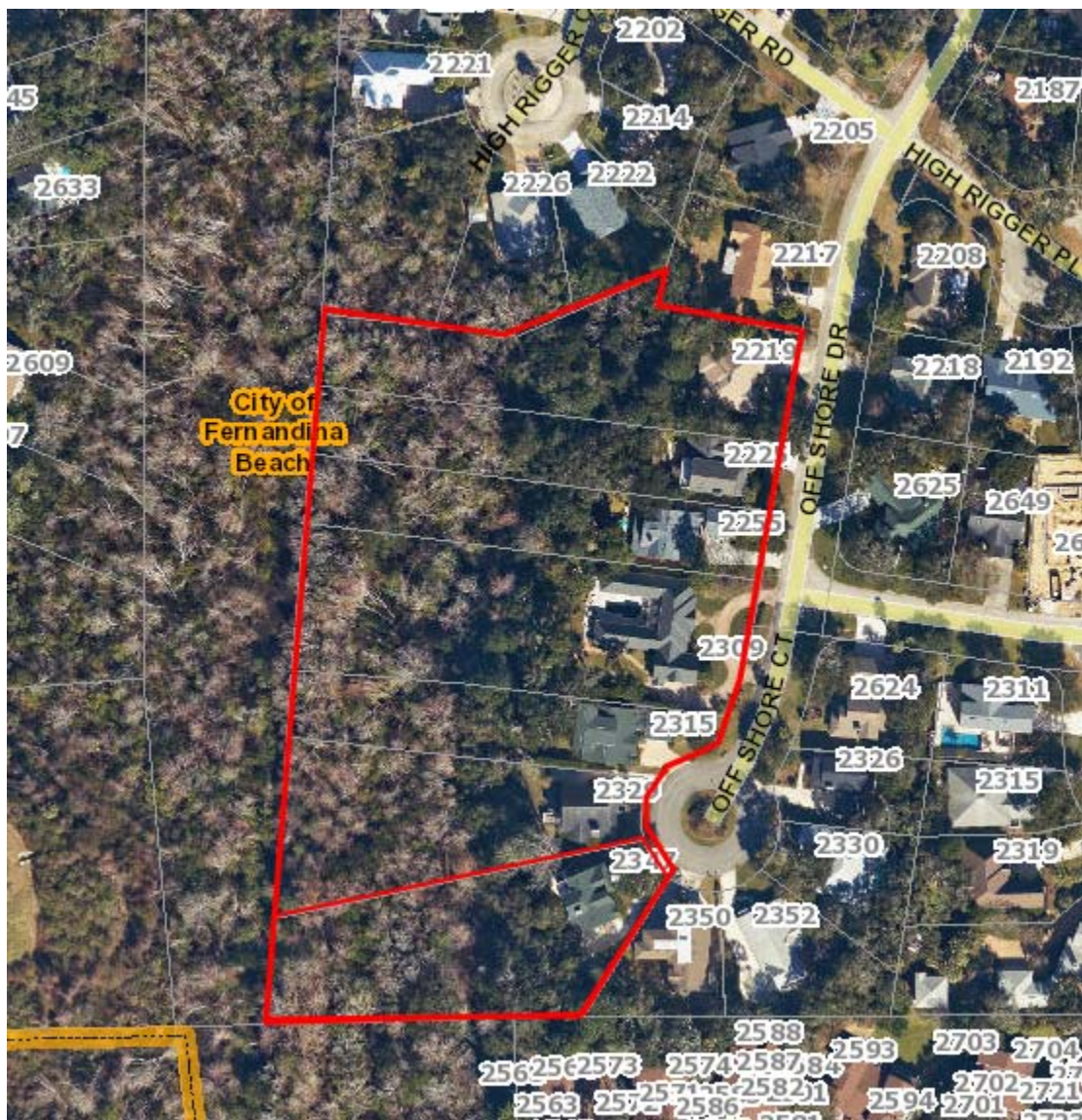
The Residence at Amelia Unit Five Plat Map





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

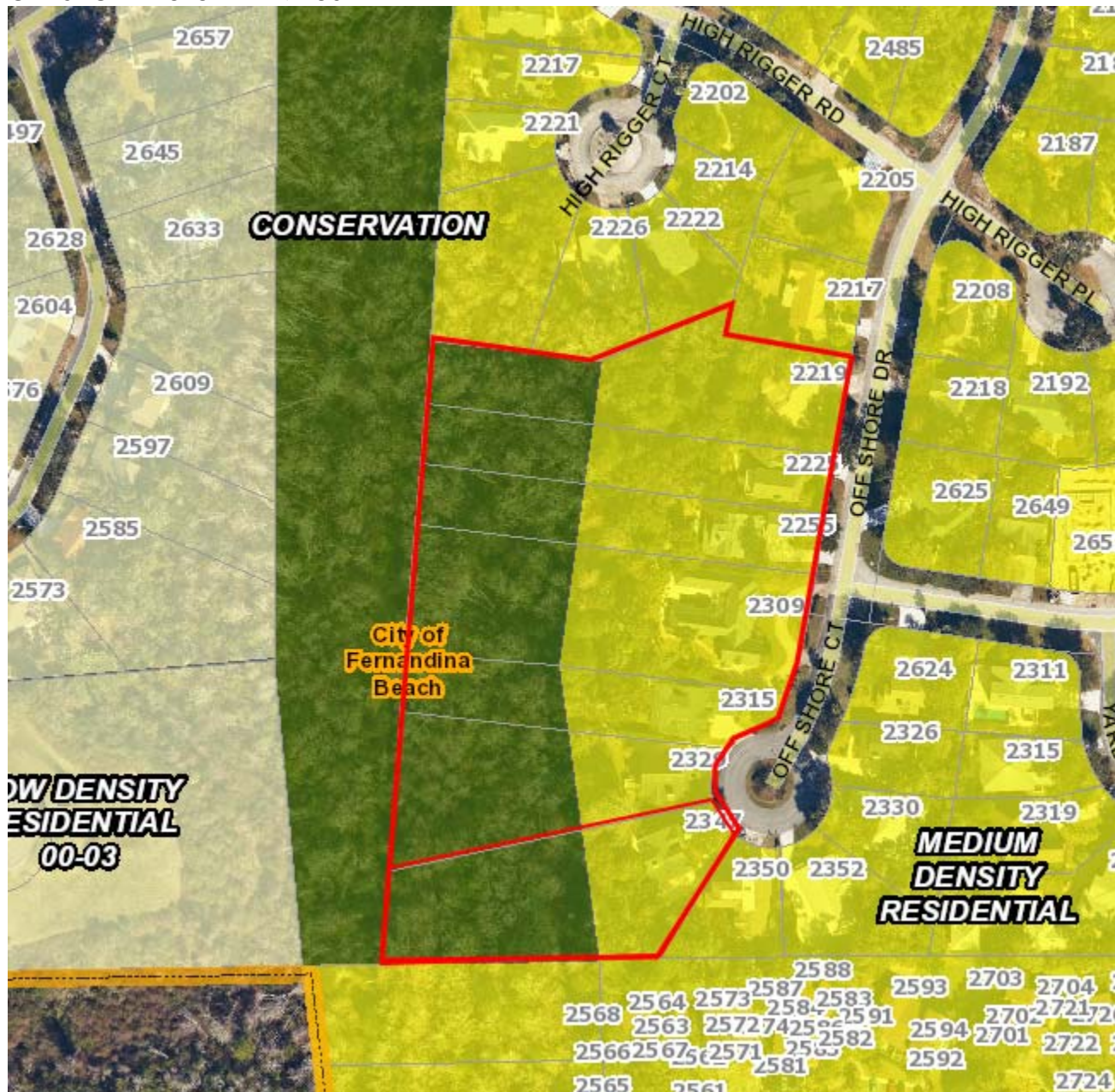
OFF SHORE 2019 Aerial





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

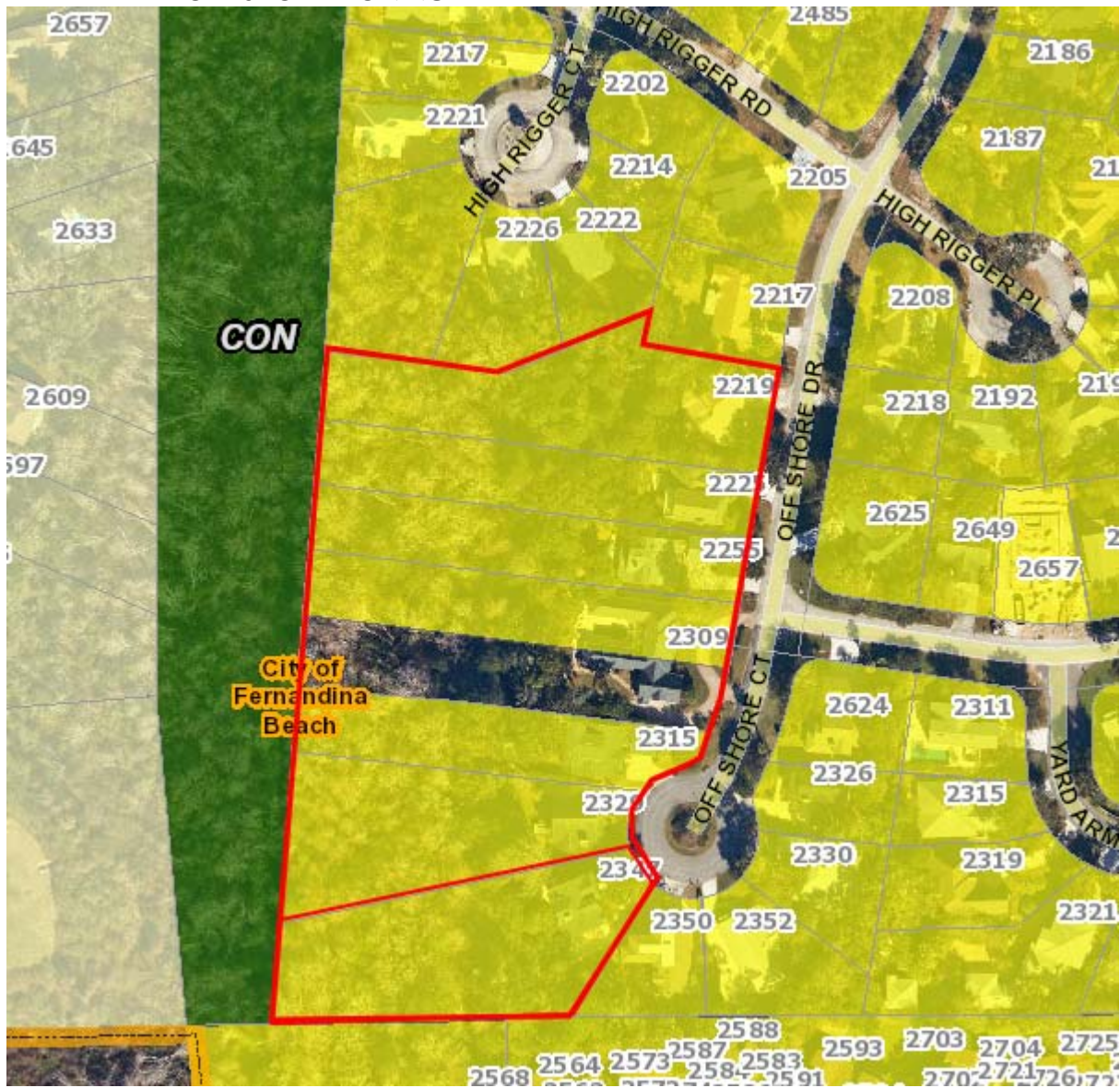
OFF SHORE -FUTURE LAND USE MAP





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

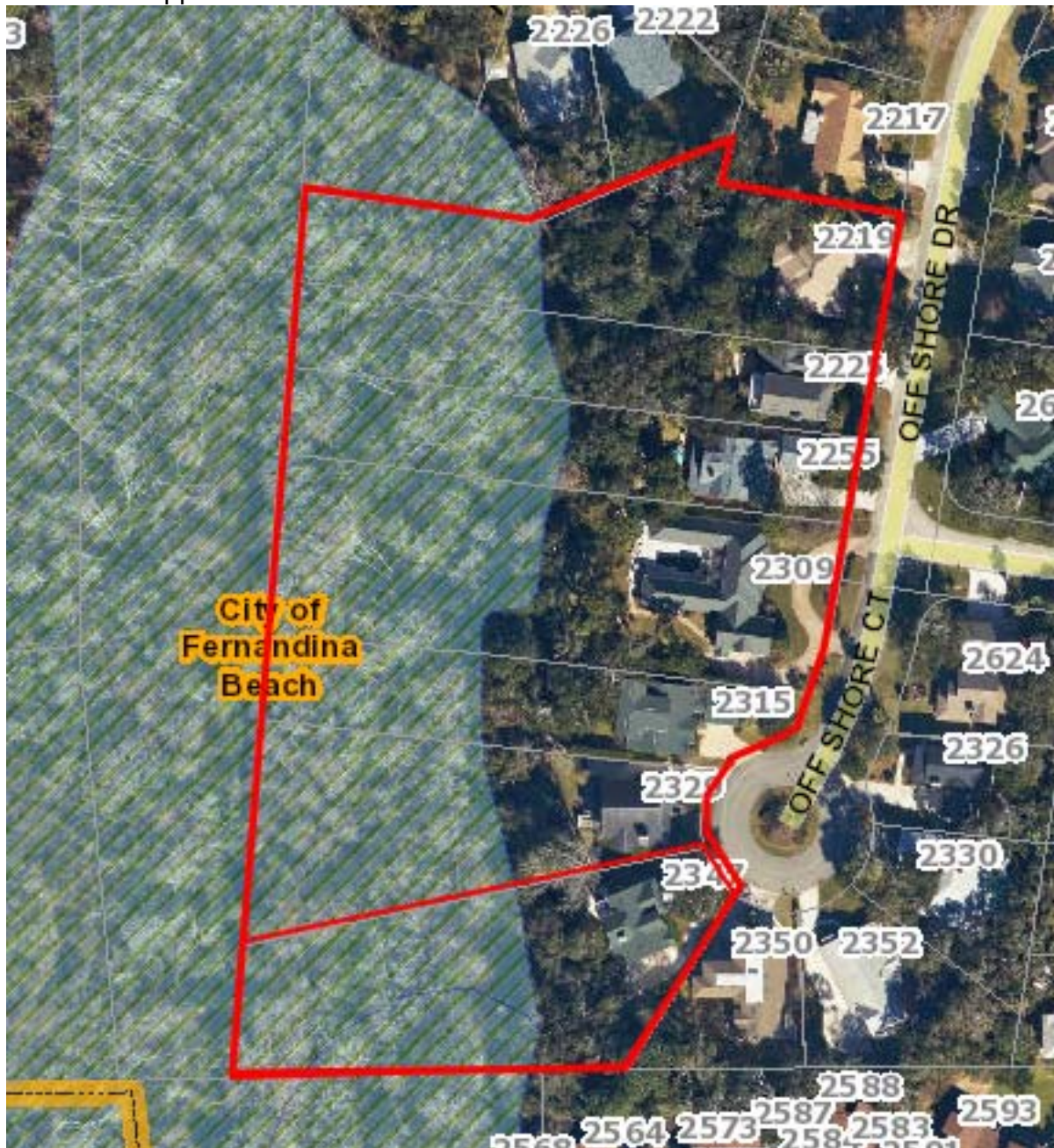
OFF SHORE- ZONING MAP





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

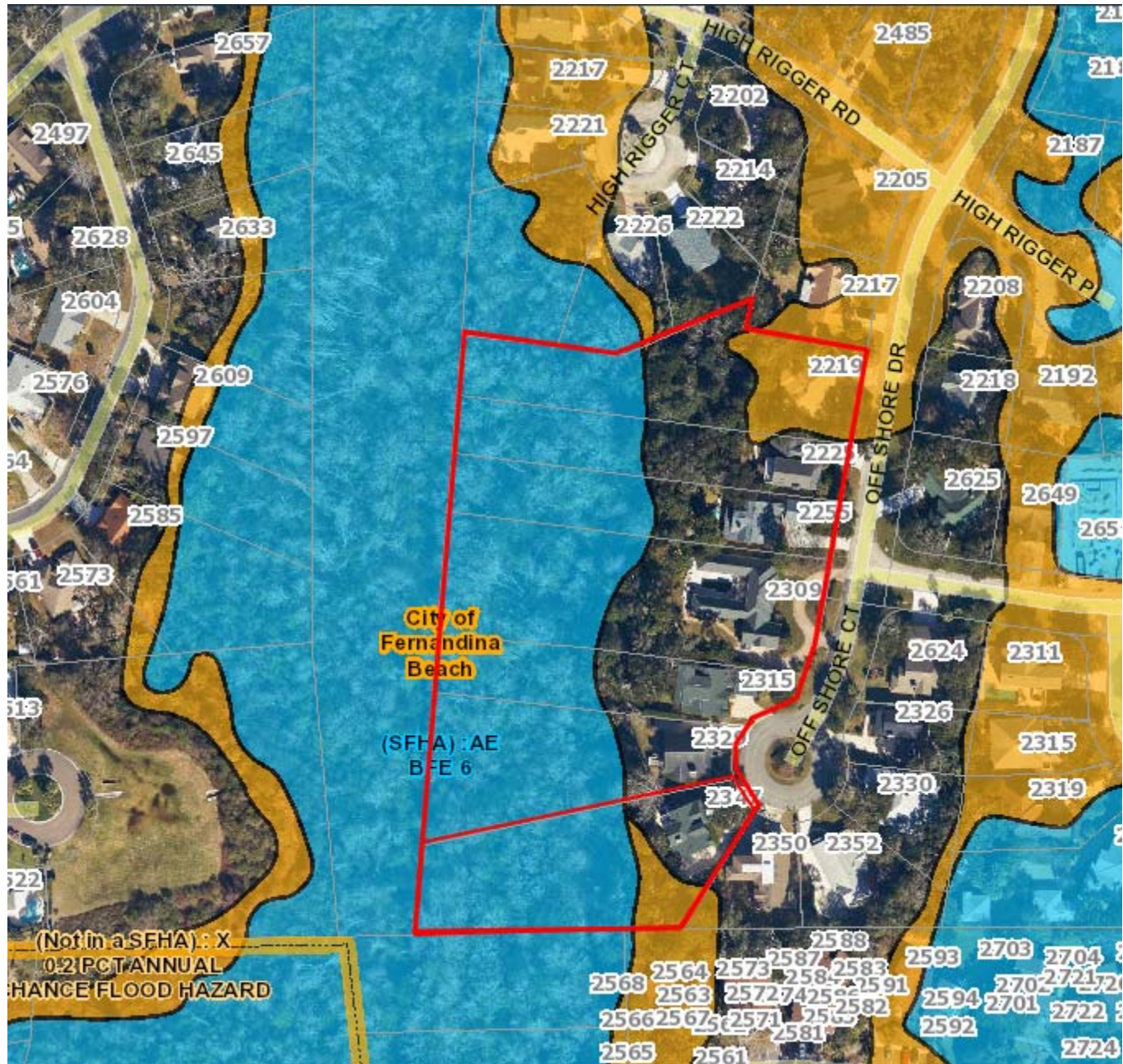
OFF SHORE Approximate Location of Wetlands:





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

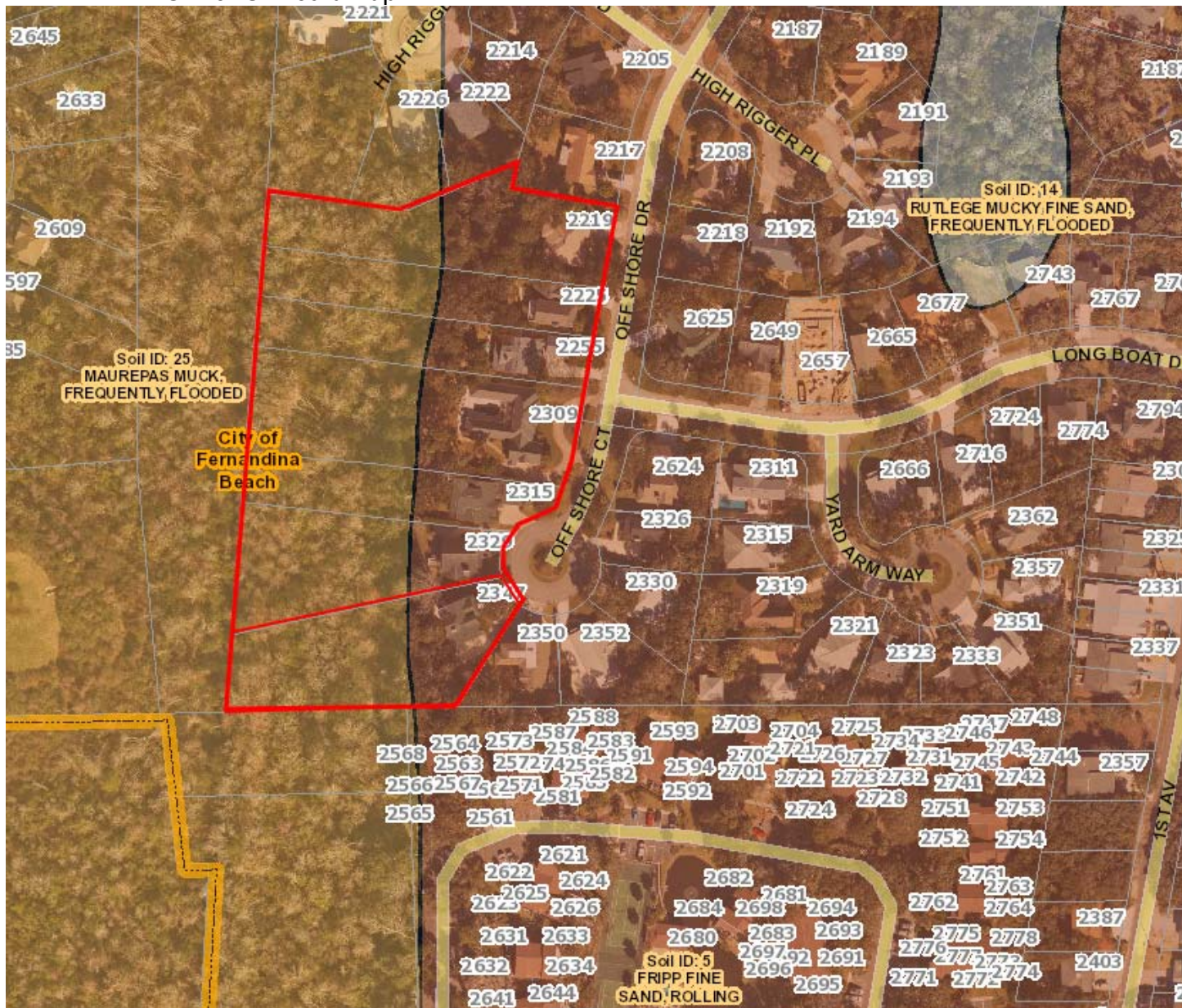
OFF SHORE Flood Zone:





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

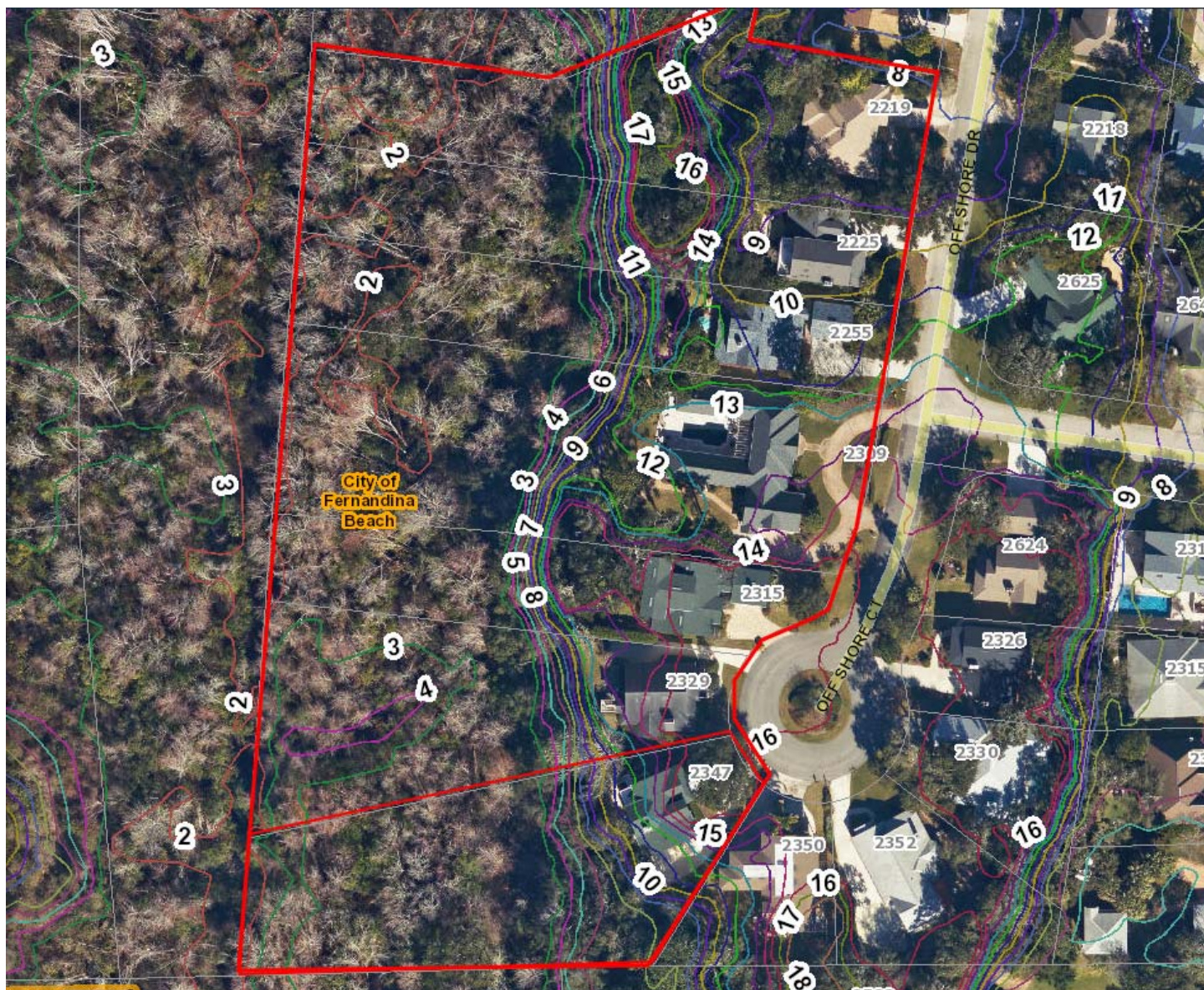
OFF SHORE Soils Map:





**STAFF REPORT
OFF SHORE
ZONING CHANGE TO CON**

OFF SHORE Topography:





STAFF REPORT
510 CITRONA DRIVE - REVISED

510 CITRONA DRIVE
FLUM AND ZONING MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1616-0001-0000 KALISTA JAMES D JR & MOFFITT LAURA JEAN (H&W)
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)
LOCATION AND DESCRIPTION OF SITE:	510 CITRONA DR Single Family Home (Homesteaded) Built in 1995
CURRENT LAND USE + ZONING:	Split Future Land Use Map Category of Low Density Residential (LDR) = approximately 28,492.52 sq. ft. and Conservation (CON)= approximately 49,831.75 sq. ft Zoning Map Designation reflects the total parcel acreage of 1.77 acres as R-1 / Low Density Residential
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for 0.40 acres of land from Conservation (CON) to Low Density Residential (LDR) 2. Amend Zoning Map for 0.71 acres of land from R-1 to CON
EXISTING USES ON SITE:	Single Family Home with Ancillary Uses
PROPERTY SIZE:	1.77 Acres of Land

DATA & ANALYSIS

ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	Approx. 21,881.06 sq. feet	21 ft to 0 ft	Fine Sand and Clay	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Home	1953	R-1	Low Density Residential and Conservation
	South	SF Home	1995	R-1	Low Density Residential and Conservation
	East	Wetlands - FDOT	N/A	CON	Conservation
	West	FB Middle School	1991	PI-1	Public &



STAFF REPORT
510 CITRONA DRIVE - REVISED

				Institutional
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.04 (low density residential land use category); 1.07.15 (conservation land use category); 3.01.05 (provision of land use for housing); Objective 3.02 (Housing Preservation); 3.03.06 (minimize barriers to development of vacant lots); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan			
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.03 (R-1 zoning district); 2.01.20 (CON zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements);			



STAFF REPORT
510 CITRONA DRIVE - REVISED

	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. Analysis to support the recommendation is found through the available data provided by the Nassau County Property Appraiser Mapping resources. Specifically, the topography, potential wetlands, soils, and flood zone files. The requested action results in the reduction of approximately 0.40 acres from Conservation (CON) to Low Density Residential (LDR) on the FLUM. The requested action changes Zoning Map for 0.71 acres of land from R-1 to CON using the 5 foot elevation contour.
PAB RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. <i>Pending 11/13/19 public hearing</i>



**STAFF REPORT
510 CITRONA DRIVE - REVISED**

MAP EXHIBITS & PROPERTY IMAGES:

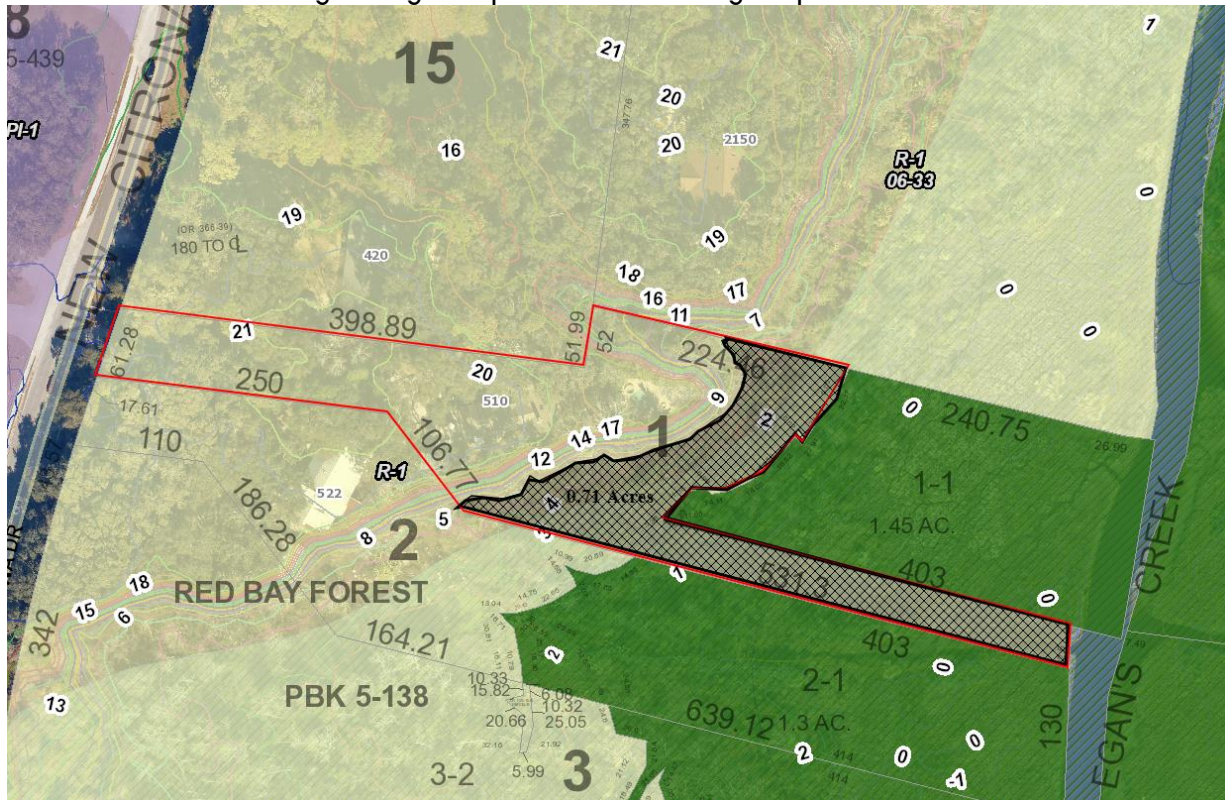
510 Citrona Drive - Photo



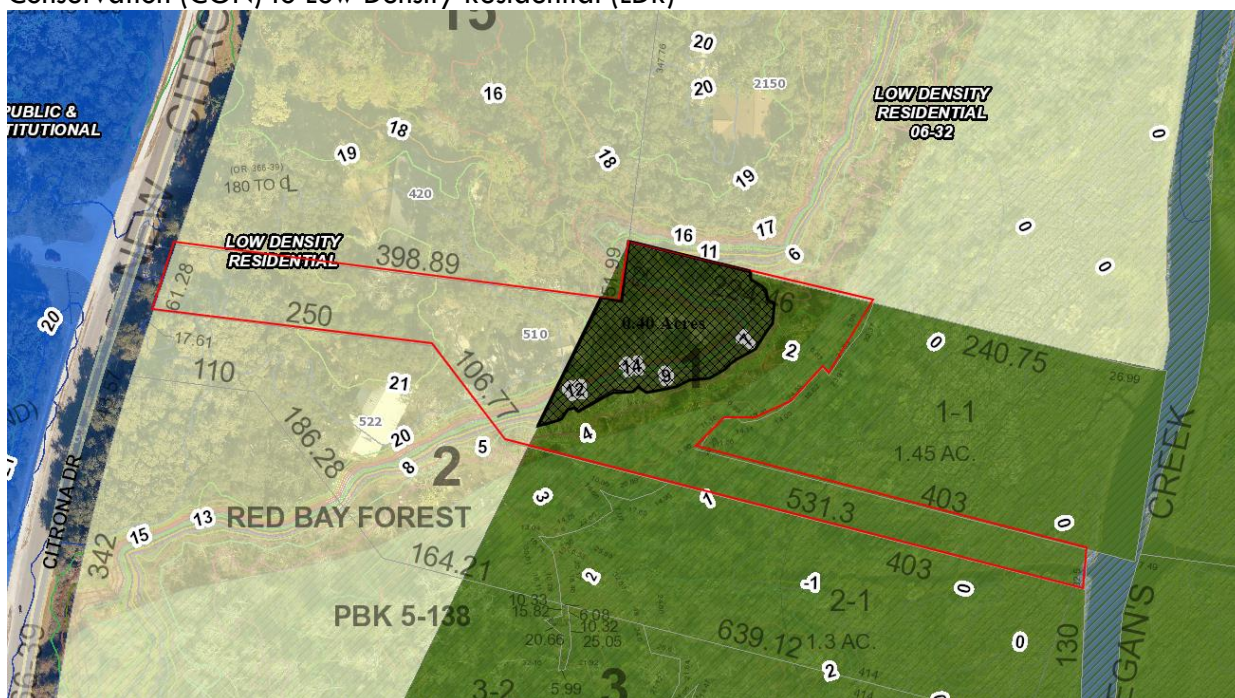


STAFF REPORT
510 CITRONA DRIVE - REVISED

510 Citrona Drive Zoning Change Request: Amend Zoning Map for 0.71 acres of land from R-1 to CON



510 Citrona Drive Future Land Use Map Change Request: Amend Future Land Use Map for 0.40 acres from Conservation (CON) to Low Density Residential (LDR)

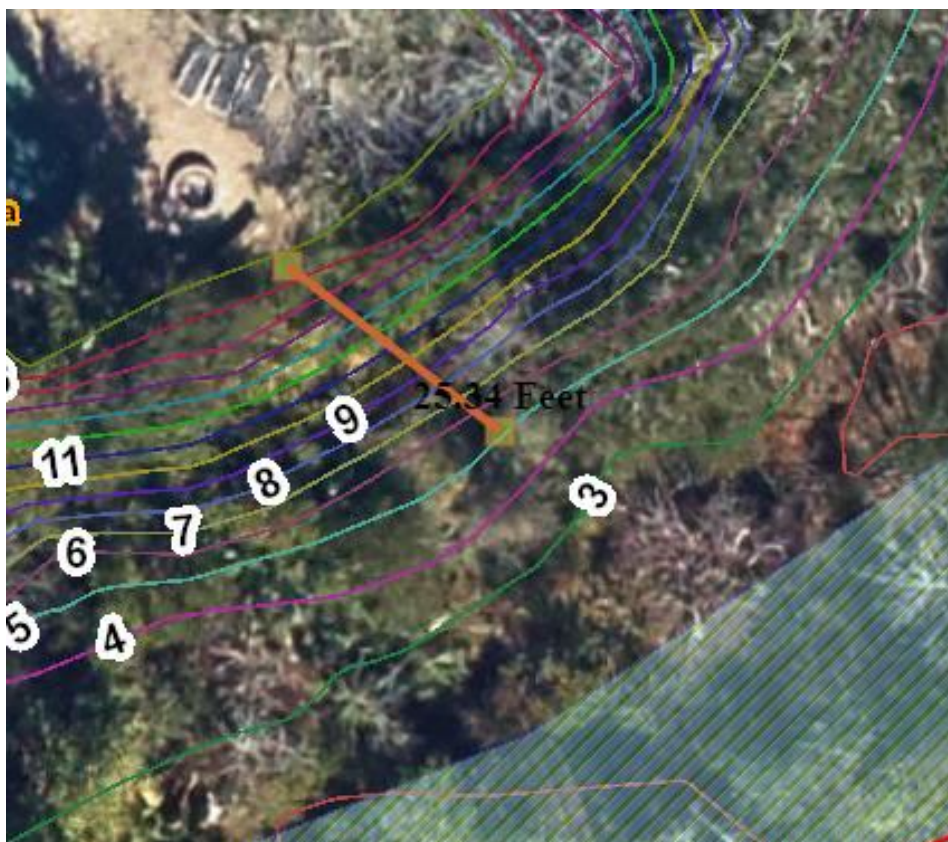




STAFF REPORT
510 CITRONA DRIVE - REVISED

WHY USE THE 5-FOOT ELEVATION CONTOUR?

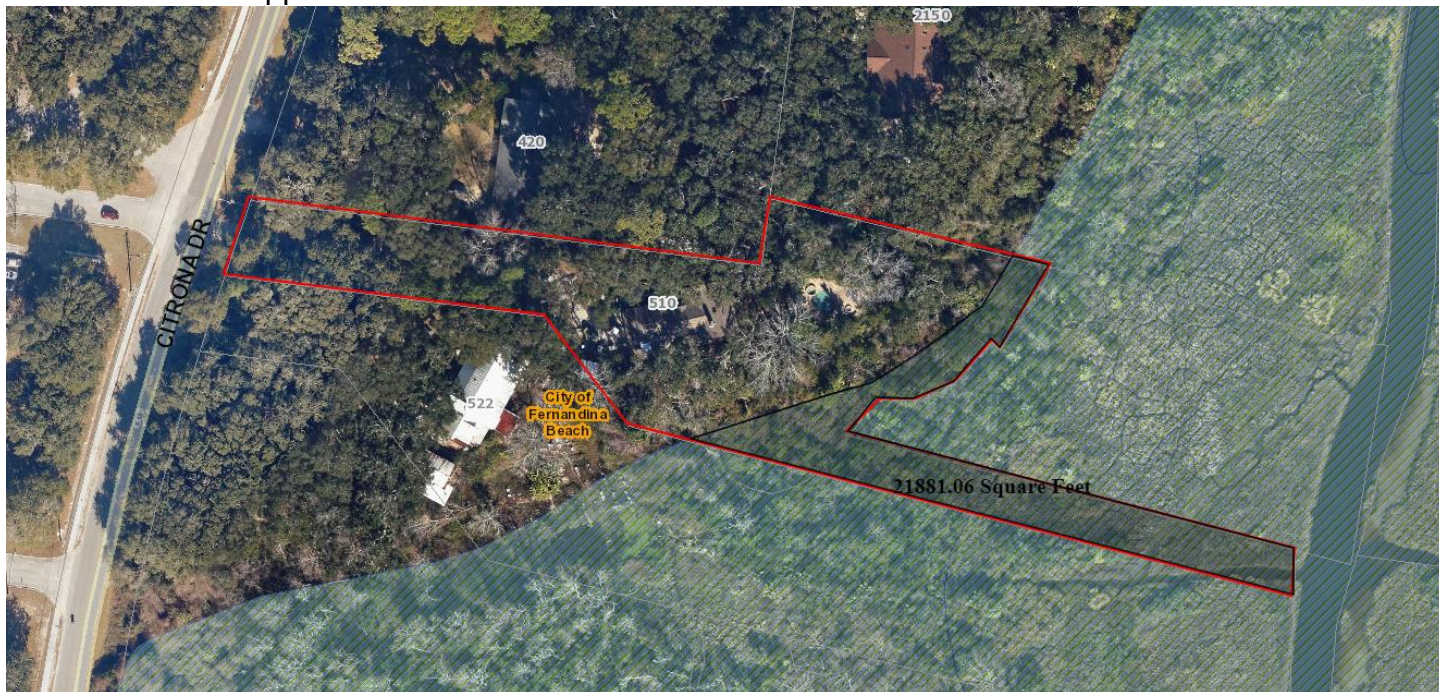
The nearest distance to the "potential wetland line" to the five-foot elevation contour is no less than 25 feet. Similarly the the approximate distance from the pool decking is 25 feet to the five-foot elevation contour.





STAFF REPORT
510 CITRONA DRIVE - REVISED

510 Citrona Drive Approximate Location of Wetlands:



510 Citrona Drive Flood Zone:





STAFF REPORT 510 CITRONA DRIVE - REVISED

510 Citrona Drive Soils Map:



510 Citrona Drive Topography:





STAFF REPORT
522 CITRONA DRIVE- REVISED

522 CITRONA DRIVE
FLUM AND ZONING MAP CHANGES

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1616-0002-0000 AUSTIN DAVID BERT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	522 CITRONA DR Single Family Home (Homesteaded) Built in 1995 with Nassau County Property Appraiser listing as Multi-family (tri/quad)				
CURRENT LAND USE + ZONING:	Split Future Land Use Map Category of Low Density Residential (LDR) = approximately 38,835.39 sq. ft. and Conservation (CON)= approximately 10,522.18 sq. ft Zoning Map Designation reflects the total parcel acreage of 1.13 acres as R-1 / Low Density Residential				
PROPOSED LAND USE + ZONING:	1. Amend Future Land Use Map for 0.23 acres of land from Low Density Residential (LDR) to Conservation (CON) 2. Amend Zoning Map for 0.47 acres of land from R-1 to CON				
EXISTING USES ON SITE:	DATA & ANALYSIS Single Family Home (listed as Tri/Quad on NCPA site) with Ancillary Uses				
PROPERTY SIZE:	1.13 Acres of Land				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	X and AE	Approx. 14,580.62 sq. ft.	20 ft to 1 ft	Fine Sand	Not in CUPZ Not in CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Home	1995	R-1	Low Density Residential and Conservation
	South	Vacant	N/A	R-1	Low Density Residential and Conservation
	East	Wetlands - FDOT	N/A	CON	Conservation
	West	FB Middle School	1991	PI-1	Public & Institutional



STAFF REPORT
522 CITRONA DRIVE- REVISED

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures); 1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.04 (low density residential land use category); 1.07.15 (conservation land use category); 3.01.05 (provision of land use for housing); Objective 3.02 (Housing Preservation); 3.03.06 (minimize barriers to development of vacant lots); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	Reference: www.fbfl.us/Compplan 2.00.03 (Establishment of district boundary); 2.01.03 (R-1 zoning district); 2.01.20 (CON zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board)



STAFF REPORT
522 CITRONA DRIVE- REVISED

Reference: www.fbfl.us/LDC

**STAFF
RECOMMENDATION:**
**PAB
RECOMMENDATION:**

Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval. Analysis to support the recommendation is found through the available data provided by the Nassau County Property Appraiser Mapping resources. Specifically, the topography, potential wetlands, soils, and flood zone files.

The requested action results in the addition of approximately 0.23 acres of Conservation (CON) Future Land Use Category on the FLUM and in increase in the amount of Conservation (CON) zoning district by approximately 0.47 acres of land.

Pending 10/9/19 public hearing



STAFF REPORT
522 CITRONA DRIVE- REVISED

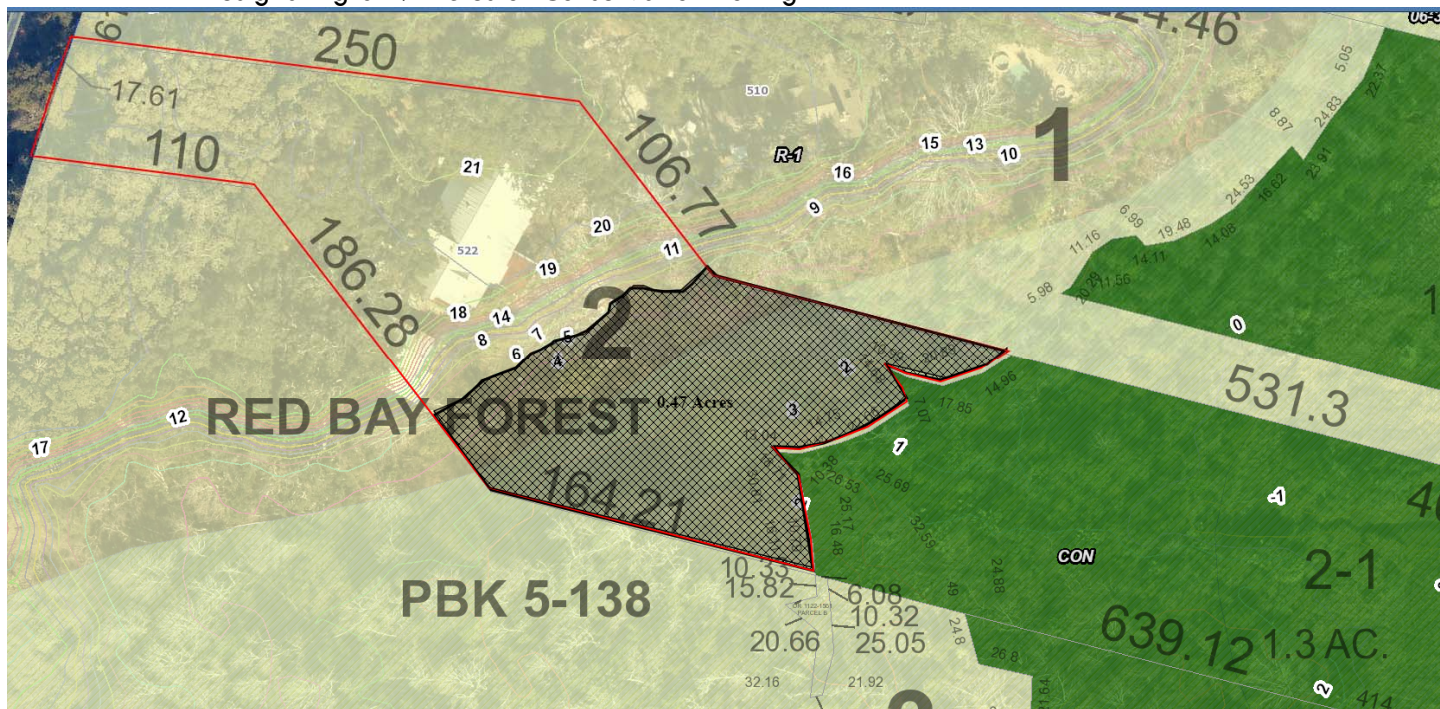
522 Citrona Drive Photo + 2019 Aerial



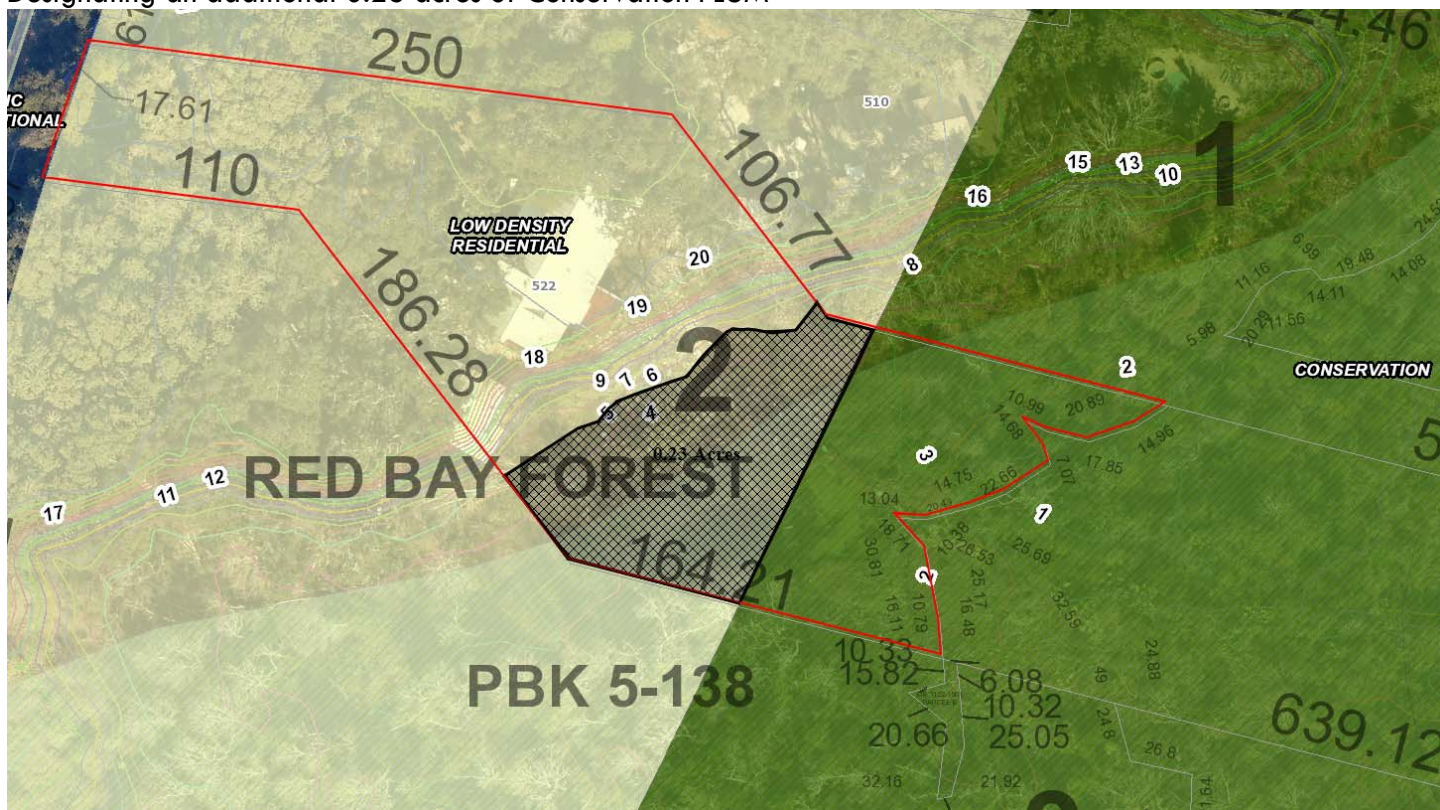


STAFF REPORT
522 CITRONA DRIVE- REVISED

522 Citrona Drive Zoning Change Request:
Designating 0.47 Acres of Conservation Zoning



522 Citrona Drive Future Land Use Map Change Request:
Designating an additional 0.23 acres of Conservation FLUM

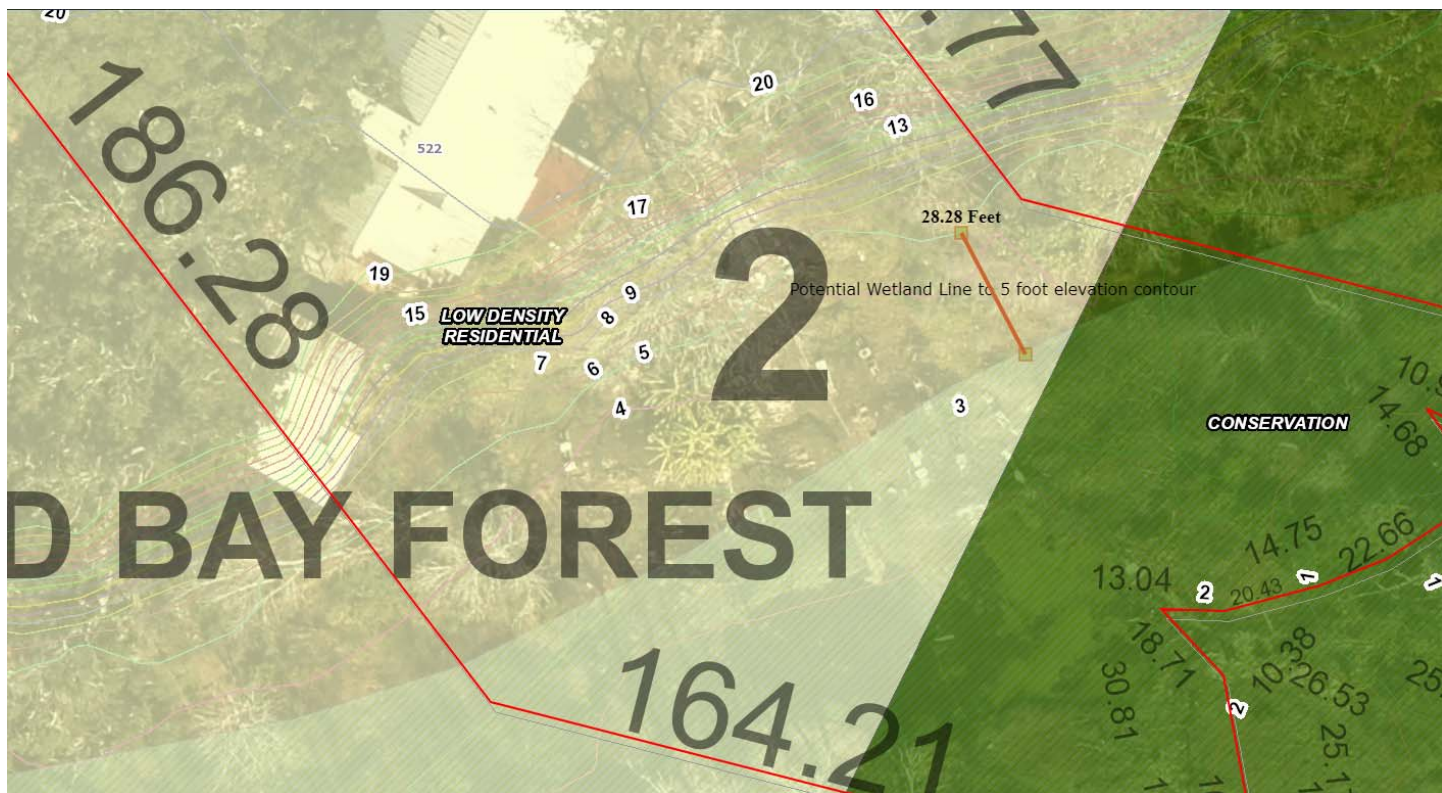




STAFF REPORT
522 CITRONA DRIVE- REVISED

WHY USE THIS BOUNDARY?

There is approximately 11.52 feet from the nearest structure and 28.28 feet from nearest point of "potential wetland boundary" to the 5 foot elevation.





STAFF REPORT
522 CITRONA DRIVE- REVISED

522 Citrona Drive Approximate Location of Wetlands:



522 Citrona Drive Flood Zone:





STAFF REPORT 522 CITRONA DRIVE- REVISED

522 Citrona Drive Soils Map:



522 Citrona Drive Topography:





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

**NORTH POINTE - 925 TARPON AVE
ZONING MAP CHANGES**

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1470-0001-0000
	00-00-31-1470-0002-0000
	00-00-31-1470-0003-0000
	00-00-31-1470-0004-0000
	00-00-31-1470-0005-0000
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	00-00-31-1470-0029-0000
	00-00-31-1470-0030-0000
	00-00-31-1470-00E1-0000
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

LOCATION AND DESCRIPTION OF SITE:	925 TARPON AVE – NORTH POINTE TOWNHOMES TOWNHOUSE CONDOS CONSTRUCTED IN 1982				
CURRENT LAND USE + ZONING:	High Density Residential FLUM and R-2 Zoning				
PROPOSED LAND USE + ZONING:	Maintain the High Density Residential Future Land Use Map Category and Amend Zoning District to R-3 *PAB RECCOMENDATION: CHANGE FLUM TO MEDIUM DENSITY RESIDENTIAL *STAFF RECCOMENDATION: MAINTAIN THE CONFLICT TO AVOID CONCERN WITH DENSITY AND USE R-2 TO RESTRICT RESORT RENTAL ALLOWANCE				
EXISTING USES ON SITE:	30 Townhome Units				
PROPERTY SIZE:	3.19 Acres of Land				
	DATA AND ANALYSIS				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Topography Range</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone or Coastal High Hazard Area</u>
	AE	NONE	7-8 FEET	SAND	IN CUPZ NOT IN CHHA
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	State Park	N/A	REC	Recreation
	South	Single Family Homes	Varies	R-2	Medium Density Residential
	East	Single Family Homes	Varies	R-2	Medium Density Residential
	West	State Park	N/A	REC	Recreation
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.02 (adequate public services); 1.02.03 (compact development patterns and availability of public facilities and services); 1.02.04 (FLUM amendments); 1.02.06 (criteria for allocating density); 1.02.07 (private property rights); 1.02.09 (smooth land use transition and buffering); 1.05.02 (nonconforming structures);				



**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

	1.05.04 (existing platted lots of record); 1.06.06 (maintain and enhance existing conventional single-family neighborhoods); 1.07.06 (high density residential land use category); 3.01.05 (provision of land use for housing); 4.05.11 (water quality/ stormwater); 4.05.12 (stormwater impacts); Objective 4.06 (fire rescue); Objective 4.07 (law enforcement); 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.05 (R-3 zoning district); 2.03.02 (Table of Land Uses); 2.03.03 (Table of Accessory Uses); 3.05.00 (Drainage and Stormwater Management); 4.01.01 (Density and Housing Types); 4.02.01 (Standards for Lot Design); 4.02.03 (Standards for Building and Building Placement); 4.05.00 (Landscaping, Buffers, and Tree Protection); 5.01.00 (Accessory Uses and Structures); 7.03.00 (Stormwater Management); 7.04.00 (Concurrency Requirements); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION :	The change is requested to align the Zoning Map with the current Future Land Use Map as directed under Ordinance 2019-05. Staff finds the requested amendments to be sufficiently compliant with the comprehensive plan and land development code and recommends approval.
PAB RECOMMENDATION :	<i>Pending 10/9/19 public hearing</i>



NORTH POINTE Plat Map – Book 5, Page 27 -1982





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE Photo + 2019 Aerial





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**



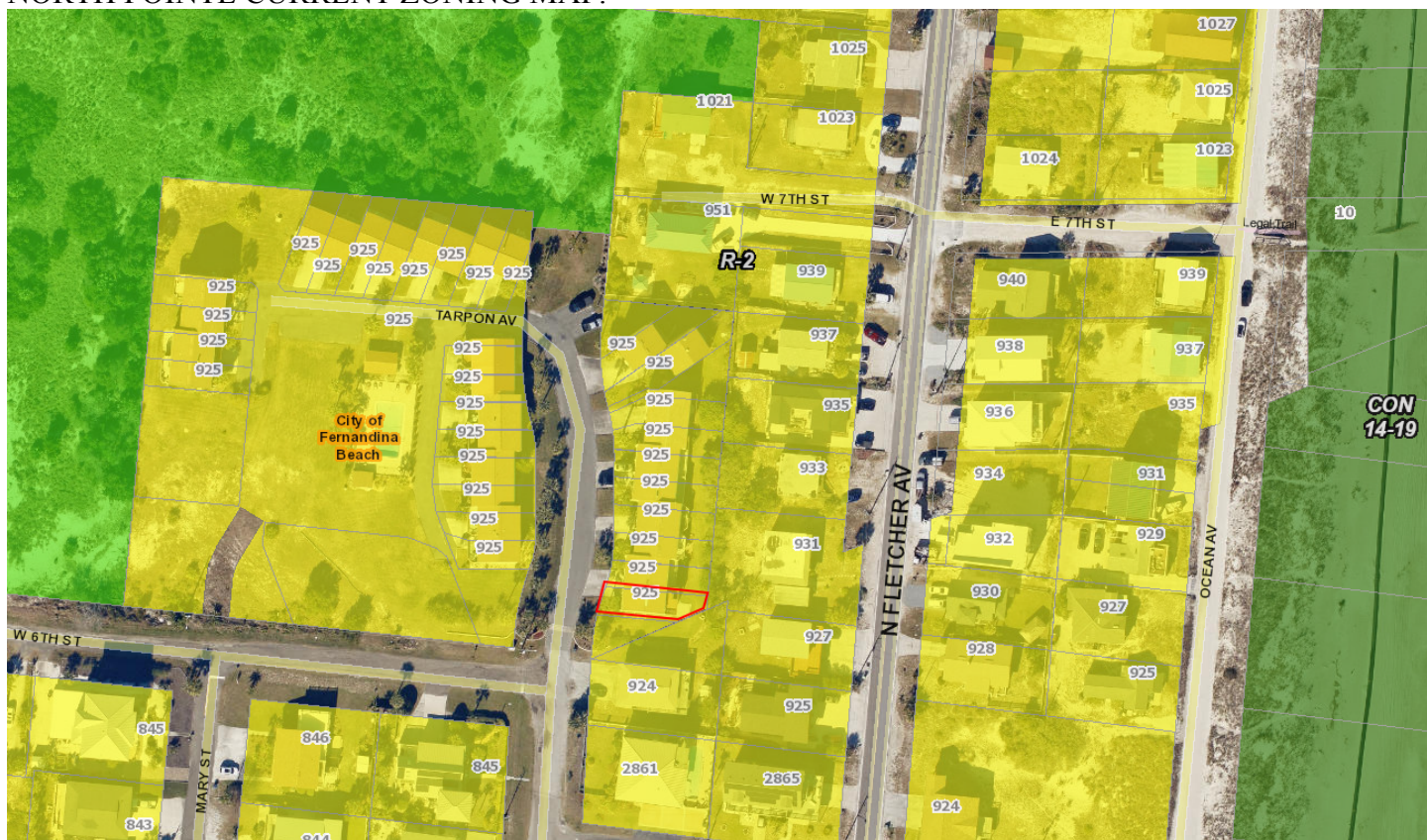
NORTH POINTE CURRENT FLUM:





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE CURRENT ZONING MAP:





**STAFF REPORT
NORTH POINTE TOWNHOMES
925 TARPON AVE**

NORTH POINTE- COMBINED ENVIRONMENTAL FEATURES MAP



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 L. Martin, City Manager 1/9/2020

Date: October 25, 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 L. Martin, City Manager 1/9/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger. Discussion topics will include: 2020-21 legislative request to replace walkthroughs with walkovers, House Bill 2829, walkover design, existing walkover maintenance including the south end walkovers and an update on the current renourishment project.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 1/9/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

1 A bill to be entitled
2 An act relating to the Appropriations Project titled
3 Fernandina Beach Dune Protection and Restoration
4 Project; providing an appropriation; providing an
5 effective date.

6
7 Be It Enacted by the Legislature of the State of Florida:

8
9 Section 1. Fernandina Beach Dune Protection and
10 Restoration Project is an Appropriations Project as defined in
11 The Rules of The Florida House of Representatives and is
12 described in Appropriations Project Request 654, herein
13 incorporated by reference.

14 Section 2. For fiscal year 2020-2021 the nonrecurring sum
15 of \$500,000 from the General Revenue Fund is appropriated to the
16 Department of Environmental Protection to fund the Fernandina
17 Beach Dune Protection and Restoration Project as described in
18 Appropriations Project Request 654.

19 Section 3. This act shall take effect July 1, 2020.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2020-2021

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**

4. **Project/Program Description**

Fernandina Beach occupies the northern half of Amelia Island, a barrier island in the most northeastern part of Florida. A small town with less than 13,000 residents, Fernandina Beach's pristine beaches and other amenities attract hundreds of thousands of tourists each year. The construction of beach dune walkovers has long-term implications for the resiliency of Florida's coastal communities. The Florida Department of Environmental Protection "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 beaches". The Fernandina Beach Dune Protection and Restoration Project will replace 9 beach walkthroughs (pedestrian trails that cut through sand dunes) with 9 beach walkovers (constructed bridges that overpass dunes) to close the City's remaining dune gaps and restore the dunes' ability to prevent coastal flooding in Fernandina Beach.

5. **State Agency to receive requested funds**
- State Agency contacted? ☐ Yes ☒ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2020-2021**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	500,000
Total State Funds Requested	500,000

7. **Total Project Cost for Fiscal Year 2020-2021 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	500,000	50.0 %
Matching Funds		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	500,000	50.0 %
Other	0	0.0 %
Total Project Costs for Fiscal Year 2020-2021	1,000,000	100.0 %

8. **Has this project previously received state funding?** ☒ Yes ☐ No
- If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		
2019-20		146,640	2216	No

9. **Is future-year funding likely to be requested?** ☐ Yes ☒ No

If yes, indicate nonrecurring amount per year.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2020-2021

10. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs: Other		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering	Construction of nine beach dune walkovers to complete the replacement of beach walkthroughs with dune walkovers in Fernandina Beach to support repair of oceanfront dune ecosystem which will mitigate stormwater over wash damage to upland infrastructure	500,000
Total State Funds Requested (must equal total from question #6)		500,000



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2020-2021

11. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

Specific Goal: To create public accessible dune walkovers in nine beach public access areas which currently have beach walkthroughs. Additionally, this project aligns and support 3 FDEP Goals: Access to Coastal Resources, Coastal Resource Stewardship and Resilient Communities. This is because beach walkthroughs are pedestrian paths which cut through beach dunes due to repeated pedestrian trampling. New beach walkovers discourage the future creation of new 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. Replacing the nine walkthroughs with constructed dune walkovers will eliminate all existing dune gaps at Fernandina Beach's public accesses, and result in the restoration of sand dunes.

b. What activities and services will be provided to meet the intended purpose of these funds?

Dune reengineering and construction of nine new dune walkovers. This project will help restore and stabilize nine 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

c. What direct services will be provided to citizens by the appropriation project?

The nine new beach walkovers provided through the Fernandina Beach Dune Protection and Restoration project will provide a means for beach-goers to access the beach shoreline without trampling vegetation critical to accumulating higher dunes. Residents and tourists will experience reduced flooding from storms as a result of the restored dunes created by the Fernandina Beach Dune Protection and Restoration project.

d. Who is the target population served by this project? How many individuals are expected to be served?

All citizens and tourists. 100,000+

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Environmentally enhanced beach access with reduced upland flooding. Success will be measured against existing flood metrics.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Project will be bid and constructed consistent with standard City of Fernandina Beach procurement policies and procedures.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2020-2021

12. The owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

The City of Fernandina Beach.

13. Requestor Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

14. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
 - ☐ Non-Profit 501(c) (3)
 - ☐ Non-Profit 501(c) (4)
 - ☒ Local Entity
 - ☐ University or College
 - ☐ Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

15. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.



The Florida Senate Local Funding Initiative Request Fiscal Year 2020-2021

Please complete the questions below for Water Projects only.

16. **Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
☐ Drinking Water Revolving Loan
☐ Small Community Wastewater Treatment Grant
☐ Other (please specify)
☒ N/A

17. **What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
☐ Rural Area of Economic Concern
☐ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
☒ N/A

18. **What is the status of construction?**

19. **What percentage of the construction has been completed?**

20. **What is the estimated completion date of construction?**

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

Fernandina Beach Dune Protection and Restoration Project: Closing the Gaps

Replacing Damaging Beach Dune Walkthroughs with Dune Walkovers at Florida's 1st Destination on the Atlantic



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Naming of Peck Gym

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: To be determined based upon City Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 1/9/2020

Date: December 20, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:



Peck Alumni Association

Honorable City Commissioners:

We, the Peck High Alumni Association, have a concern about the history of our City. Our most heart-felt concern is our Alma Mater Peck High.

We would appreciate your consideration in naming the Peck gym in honor of Coach Nelson P. Williams. We request this action based on the following:

- Fernandina is his home
- Ex-Marine Drill Instructor
- Graduate of Bethune Cookman College
- Community leader and coach at Peck
- Led the community in the building of MLK Center and the building of Peck Gym
- Was instrumental in Peck becoming a champion in football and basketball
- Under his leadership, the Class of 1959 was named Division Champions
- He was more than a coach, he was a mentor to all of us

On behalf of the Peck Alumni, we thank you very much for your consideration. As President, it would be an honor to speak to you with a small presentation.

With Appreciation,

Neil

Neil Frink

OFFICERS

President

Neil Frink

Vice President

Secretary

Louryne Spaulding

Financial Secretary

Liz Harvey

Treasurer

Sandra Palmer

Chaplin

Herman White

Peck High School Alumni Association
Post Office Box 15302
Fernandina Beach, FL 32035

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Playground Accessibility

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Discuss the City's most vulnerable population benefiting from the same playground experiences as their peers in accordance with Land Development Code Policy 6.04.07: The City shall ensure that Americans with Disabilities Act (ADA) access and ADA recreation opportunities are available at City parks and recreation facilities and venues.

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 1/9/2020

Nan Voit, Parks & Recreation Director 1/13/2020

Date: December 27, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Item for Discussion – Accessibility to playgrounds

- **The City had 7 playgrounds [Attachment A]**
- **The equipment in those playgrounds appears to be safe [Attachment B]**
- **Comprehensive Plan Policy 6.04.07. states “ The City shall ensure that Americans with Disabilities Act (ADA) access and ADA recreation opportunities are available at City parks and recreation facilities and venues.”**
- **Apparently only 1 of those playgrounds do not fully meet those standard [Attachments C and D]**
- **How do we direct the City Staff to make all components of playgrounds wheel chair and handicap accessible?**

Attachment A

City of Fernandina Beach Parks & Recreation Master Plan

2.1 Inventory of Existing Parks and Recreation Facilities

Most of the information in this section was copied directly from the current Recreation and Open Space Element of the City's Comprehensive Plan 2030.

The City Parks and Recreation Department currently use several classifications to identify the type of park or recreation facility available: heritage, community, public access, neighborhood, conservation, open space, pocket, and beach.

Table 2.1 identifies and classifies the following parks, recreation facilities, and open space as follows:

Table 2.1 Fernandina Beach Recreational Amenity Functional Classification

Park/Facility/Open Space	Type	Acreage
Amelia Island Lighthouse	Heritage	3
Atlantic Park	Community	6.4
Beach Accesses	Public Access	10.51
Central Park	Community	20
Egans Creek Park	Neighborhood	2.2
Egans Creek Greenway	Conservation	316
Hickory Street Park	Neighborhood	10
Ilan Circle	Open Space	0.85
MLK Park	Community	5.6
Main Beach Park	Community	12
Ash Park	Pocket	0.5
North Beach Park	Beach	2.5
Peck Field (Richo Field)	Neighborhood	2.4
Seaside Park	Beach	2.6
Sunrise Park	Neighborhood	2.84
Ybor Alvarez Fields	Community	30
Downtown Beautification	Heritage	6
Jean Ribault Pocket Park	Pocket	0.4
Waterfront Park	Community	8.24
Bosque Bello Cemetery	Heritage	30

The State of Florida Comprehensive Outdoor Recreation Plan (SCORP) lists the following classifications for user-based recreation facilities:

- equipped play area and tot lot – open areas with play apparatus for preschool and school-age children. It is recommended that play area serve neighborhoods of between 500 and 2500 people on a minimum of a ¼ acre at a site adjoining an existing recreation facility or elementary school.
- neighborhood park – “walk to” park, generally located along streets where people can walk or bicycle without encountering heavy traffic. These serve the population of a neighborhood in a radius of up to ½ mile, and should have at least two acres for each 1,000 population. The size usually ranges from 5 to 10 acres, and serves a population of up to 5,000.
- community park – “ride to” park, located near major streets. These parks are designed to serve the needs of four to six neighborhoods, and serve an area with a radius of up to three miles, or a service population of up to 25,000. A minimum of 20 acres for each community park is recommended, with two acres per 1,000 population. A minimum of 5 acres is recommended.

- urban open space – landscaped or natural open areas located within built-up areas. These sites may serve populated areas ranging in size from a single neighborhood to an entire city. Urban open space areas may vary from 1/10 of an acre to several acres depending on intended use.
- urban-district park – designed to serve the recreation needs of several communities, a city, or county, and usually provides resource-based areas and facilities. Examples are a zoo, golf course, or botanical garden.
- regional park – large, resource-based areas that serve two or more communities or counties and are within an hour's driving distance of residents that they serve. A space allowance of 20 acres per 1000 population is suggested. The park should serve a population of over 100,000 and range in size from a minimum of 250 acres to several thousand acres. The location is dependent on the availability of high quality natural resources.
- beach access site – support facilities for public-owned beaches. Sites may range from 10 to more than 100 feet in width, and parking may or may not be available. Three parking spaces should be provided for every 100 square feet of beach at public access points. A distance of ½ mile between access sites has been developed as a guideline for the spacing of access sites.

The SCORP also lists the following classifications for resource-based facilities:

- freshwater and saltwater beach
- freshwater and saltwater piers or catwalks
- boat ramps – freshwater and saltwater
- camping facilities (RV/trailer and tent)
- picnic tables
- recreational trails
- archaeological and historical sites
- hunting land

The City currently has sixteen (16) user-based recreation facilities and six (6) resource-based recreation areas (not counting the beach access points individually). These are detailed as follows in Tables 2.2 and 2.3:

Table 2.2 User-Based Recreation Facilities in Fernandina Beach

User-Based Recreation Facility	Type of Facilities Available
Atlantic Recreation Center <i>Atlantic Recreation Center is the administrative center for the Parks and Recreation Department. It houses a pre-school, after school and summer camp programs, aquatics office, senior programs, and many other programs.</i>	Auditorium Swimming Pool Kid's Activity Pool 2 Playgrounds Outdoor Basketball Court Teen Center Baseball Softball Practice Field Pavilion with Restroom Aquatics Building with Concession and Sundry Shop Classroom
Martin Luther King, Jr. Recreation Center <i>The MLK, Jr. Center offers such programs as after school tutoring, summer learning center, summer food service, open card night, horseshoe tournaments, a co-ed exercise class, and many other programs.</i>	Auditorium Swimming Pool Kid's Activity Pool Playground Outdoor Basketball Court (lighted) Baseball Practice Field Baseball Playing Field Batting Cage 2- 3 Pavilions with Picnic Tables Baseball Concession Stand and Restrooms

Peck Center and Gymnasium The Peck Center is a 104-year old former school converted to a multi-purpose center. There are two parts to this facility, Peck Gymnasium and Peck Center. Peck Gymnasium provides recreational opportunities. The Peck Center is home to 8 non-profit organizations, the City Attorney, Finance Department, Information Technology Department, and Fire Administration . It also features a computer lab, a library, an auditorium and a reception room.	Indoor Basketball Court 2 Volleyball Courts Weight Room/Cardio Equipment 2 Practice Baseball Multi-Purpose Fields Open Recreation Field A Pavilion with picnic tables
Buccaneer Fields These sports fields are home to the Pop Warner football and Babe Ruth baseball leagues.	1 Football Field 3 4 Baseball Fields 1 Softball Field Batting Cages 2 Concession Stands Restrooms 1 Pavilion
Hickory Street Park These sports fields are utilized for baseball, football, and soccer, lacrosse....	2 Baseball Practice Fields Multipurpose Field

User-Based Recreation Facility	Type of Facilities Available
Ybor Alvarez Fields These recreational fields are adjacent to the City Airport.	4 Softball Fields Soccer Fields Concession Stand 2 Restrooms
Central Park Central Park is centrally located between downtown and the beach. In addition to offering recreational opportunities, many community events are held at this park.	Baseball Practice Field Open Recreation Field 4 Tennis Courts Playground Gazebo Picnic Tables Restrooms 6 Lighted Pickleball Courts

Main Beach Park Main Beach Park is the largest beach park within the City, offering many recreational opportunities. Like Central Park, many community events are also held at Main Beach Park.	Playground 2 Volleyball Courts Outdoor Multipurpose Court Skate Park Picnic Shelters Boardwalk Gazebos Restrooms Outdoor Showers Water Fountain
Egans Creek Park This park offers open space and limited recreation directly adjacent to Egans Creek.	Baseball Practice Field Open Recreation Field Playground 3 Pavilions with Picnic Tables 4 Fitness Stations 5 Walking Path 6 Restrooms 7 Pier and kayak launch
Sunrise Park Sunrise Park offers limited recreation adjacent to Egans Creek.	Playground Open Space Picnic Tables
Seaside Park Seaside Park is a beach access point at the end of Sadler Road. This access is larger than many of the other beach access points and offers pavilions, picnic tables, and limited open space.	3 Pavilions Picnic Tables Boardwalk Restrooms Showers
North Beach Park Like Seaside Park, North Beach is larger than most access points and offers pavilions and picnic tables in addition to a boardwalk to the beach.	2 Pavilions Picnic Tables Boardwalk
Ash Street Park This small park adjacent to City Hall offers limited picnic seating.	Picnic Tables
Anchor and Hook Jean Rebault Pocket Parks The two pocket parks are is located off Centre Street downtown and offers landscaped seating areas.	Benches

Table 2.3 Resource-Based Recreational Sites in Fernandina Beach

Resource-Based Recreational Sites	Uses Available
Egans Creek Greenway <i>This 316-acre natural area alongside Egans Creek is preserved in an undeveloped state for passive recreational use.</i>	Biking Hiking Bird Watching Kayaking
Golf Course <i>The City's 27-hole Golf Course is operated as an individual department within the City. The golf course offers tee times, tournaments, and instruction.</i>	Golfing Driving Range
Fernandina Harbor Marina <i>The City's Marina is operated by Westrec Marinas and is the first stop in Florida for boaters traveling south. The Marina offers 60 slips and a mooring field.</i>	Boating
City Boat Ramp <i>Located at the foot of Ash Street, this public boat ramp is the only boat ramp within City limits. This boat ramp is currently within the downtown waterfront park area.</i>	Boating Currently closed due to storm damage
Beach Accesses <i>The City maintains 48 public beach access points.</i>	Swimming Surfing Walking/Running Multipurpose Use
Downtown Waterfront Park <i>This park along the Amelia River is in the early phases of construction. A master plan has been adopted by the City for this park.</i>	Boating Walking Multi urpose Use
Amelia Island Lighthouse <i>This 19th-century lighthouse is still active and is open to the public.</i>	Heritage Education Maritime Education
Ilan Circle <i>This small open space is located within a neighborhood.</i>	Open Space

Bosque Bello <i>Dating to approximately 1798, this historic cemetery is still utilized. The historic section offers opportunities to learn about the community's heritage in a quiet, natural landscape.</i>	<i>Heritage Education</i> <i>Walking</i> <i>Nature Study</i>
---	---

Maintaining public access to the water is an important mission to the City, which is a Waterfronts Florida Partnership Community. One of the program goals of Waterfronts is to ensure and protect public access. Currently, the City offers 48 public beach access points. No fee or permit is required to utilize these access points or their parking, and they are operated on a first-come, first-served basis. Beach accesses are currently the only public access type that is inventoried. Table 2.5 lists the beach access locations in Fernandina Beach.

2.2 Unique City Recreation and Open Space Resources

Bosque Bello Cemetery - The City Parks and Recreation Department is responsible for operating and maintaining the historic Bosque Bello Cemetery, which is included within the City's Old Town Historic District. Municipalities throughout Florida operate their municipal cemeteries through varied city departments, with parks and recreation being a common operator. Historically, cemeteries were utilized as passive leisure centers, providing opportunities for being outdoors in a maintained, peaceful setting. Beginning in the 19th century, cemeteries were planned with visitors in mind and designed to accommodate this type of recreating. While there is no evidence of Bosque Bello being planned in this manner, it does afford visitors the opportunity to experience the City's heritage in a beautiful outdoor setting, noted particularly for an extensive tree canopy.

Bosque Bello, or "Beautiful Woods," is said to have been established by the Spanish in 1798, with the oldest identifiable grave dating to 1813. Many notable citizens of Fernandina's past are buried at Bosque Bello. In 1945, the "new" section of the cemetery was added on land donated to the City, and the cemetery is still utilized. In 1987, the General Duncan Lamont Clinch Historical Society of Amelia Island completed a survey of the original section of the cemetery. This survey was updated in 1997 by the Amelia Island Genealogy Society, and included the "new" section as well. As of the 1997 survey, approximately 4000 people are buried in the "old" and "new" sections of the cemetery.

Due to the cemetery's historic significance, provisions for the ongoing maintenance and protection of the cemetery have been included in the Historic Preservation Element in addition to the Recreation and Open Space Element. It is strongly recommended that the Parks and Recreation Department, the Planning Department, and the Historic District Council coordinate regarding objectives and policies related to the preservation of Bosque Bello.

Egans Creek Greenway - The City Parks and Recreation Department operates and maintains Egans Creek Greenway, which was funded by a general obligation bond and the Florida Communities Trust program. The Greenway, established in 2000, is a 300 acre undeveloped park open during daylight hours for passive recreational opportunities such as walking, jogging, bird watching, and bicycling. A pavilion with restrooms and picnic area is located at the northern entrance at Atlantic Avenue, and two bridges over Egans Creek and a raised boardwalk at the south entrance at Sadler Road offer enhanced opportunities for wildlife viewing. Benches, located throughout the park, offer peaceful resting places for park users. The Greenway is zoned as conservation land and is also designated as conservation in the Future Land Use Map (FLUM).

Prior to the Egans Creek Greenway land acquisition by the City, this area was owned by multiple private land owners and was largely managed and manipulated by Amelia Island Mosquito Control. Throughout the latter half of the 20th century, Egans Creek, for which the Greenway was named, was diked, ditched, and deprived of its tidal waters to support surrounding development and flood and mosquito control efforts. In 2003, the FDOT undertook a restoration project of the 70 acres in the northern Greenway. This mitigation project restored tidal flow to the area, bringing back the salt marsh habitat that had been absent for over 50 years. Unfortunately, the tidal flow unexpectedly extended beyond the established restoration site, adversely affecting fresh water habitat to the south. Many acres of a long-

established monoculture forest of red maple were affected. In 2009, FDOT completed construction of a second water control device at Jasmine Street which stemmed the flow of salt water to the south but continues to allow excess fresh water to drain to the north. The fresh water vegetation in the south Greenway is currently undergoing a successful recovery process, and this project is still under monitoring.

The easy access to the northern Greenway makes it ideal for use as an outdoor classroom for local high school and middle school classes. Both schools are located on Citrona Drive, within walking distance of the Greenway. Community-based education is emphasized via the use of graphics and regular tours, as well as information available online and at the Nature Center. Educational opportunities are presented by City staff and local volunteers. The Greenway is a tool for educating the public about the values of natural spaces, wetlands, endangered and threatened species, invasive species, and human impacts on ecosystems.

Egans Creek Greenway is part of the Great Florida Birding Trail. Users may pick up an informational brochure and map at each entrance, and brochures containing a self-guided walking tour are available at the adjacent Parks and Recreation Department administrative office on Atlantic Avenue. Information is also available on the City's website.

A management plan has been created as part of the grant funding requirements associated with the land acquisition for the project. It is strongly recommended that the Parks and Recreation Department ensure the management plan is updated for the Egans Creek Greenway. This plan needs to be referenced in relationship to overall parks and recreation master planning, and is incorporated by reference here.

Attachment B

RE: Playground Equipment

Nan Voit

To:

M

Chip Ross; Dale Martin

Cc:

M

Joseph Pitcherale

Wednesday, October 09, 2019 11:47 AM

You replied on 10/9/2019 11:58 AM.

Absolutely. Burke, Gametime, Kompan and Playpower are all IPEMA certifies. This certification validates that these companies conform to certain ASTM standards. You can find this information on the IPEMA website.

Nan S. Voit, CPRP

Director of Parks and Recreation

City of Fernandina Beach

(904) 310-3350

"IT STARTS IN PARKS"

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

From: Chip Ross

Sent: Wednesday, October 9, 2019 10:25 AM

To: Dale Martin

Cc: Chip Ross; Nan Voit

Subject: Playground Equipment

Good morning:

Has the playground equipment installed on City property over the last 3 years and contemplated for the Simmons Road Park been certified by IPEMA and meet ASTM Standards. Thanks

chip ross



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Certification Program

IPEMA provides a product certification program which validates a participant's product(s) for conformance to certain ASTM standards. Certification seals are made available to participants in the certification program. IPEMA members who do not participate in the certification program may not use any of the IPEMA certification seals. Please contact IPEMA headquarters at certification@ipema.org or 717-238-1744 if you would like to know more about the certification program. To review the license agreement, procedural guide and fee schedule for participation in the public play equipment and/or surfacing materials certification program, download the packets found on this page.

ASTM F1487-17 (American Society for Testing & Materials)

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-17 (excluding sections 7.1.1, 10, 13.1.1., 13.1.2, 13.2 and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.



CAN/CSA Z-614-14 (R2019)

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CAN/CSA-Z614-14 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

Attachment C

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

The case for a Simmons Road Park – An opinion

OPINIONS

By Matt Badiali

November 14, 2019

Dear Friends and Neighbors,

To many of us, Amelia Island is a beautiful town blessed with an abundance of greenspaces and parks.

Fort Clinch, a State Park, has lovely trails and beach access. The greenway offers views of wild life on winding dirt trails. On Atlantic Avenue, Central Park has a wide lawn, tennis courts, swings and a playground.

And there is the new fitness park at Egans Creek. Complete with fishing dock, landscaping and outdoor exercise equipment.

These are beautiful places. My family and I use them all. But they aren't for everyone. In fact, there are many families here who can't use any of those parks.

Sand, tree roots, noise, inappropriate equipment, etc. all pose insurmountable obstacles to many families. It hit home for me, when a family member visited. She was limited to a

wheel chair.

As we took her around the island, to show off its many highlights, we were hit repeatedly with obstacles. It turns out that accessibility on the island is a real issue.

Many of the stores and restaurants in our historic downtown district are difficult to impossible to access in a simple wheel chair. There are only two beach accesses with sand covers that allow wheel chairs to get to the beach. Two spots on many miles of beach front.

In fact, when these families go to look for a playground, there is only one – the Pirate Playground. It's tucked behind the Rec Center, nestled in a corner behind a ball field.

Built by 8 Flags Playscapes in 2014, its goal was to provide a play area for all. There was an impressive amount of study that went into its design. And now it is a destination park that draws people from all over.

Just one little park, with about a half an acre of playground.

8 Flags Playscapes also did a good job making Egans Creek Fitness Park accessible. But while it has parking and a hardscape for wheel chairs, nearly all of its equipment is off limits to most folks with special needs.

That means for many families in our community, the Pirate Park is the only one they can use. Because it's the only park designed for all special needs.

That could change soon.

A 7-acre parcel of city land on Simmons Road could be the home of a new, fully inclusive city park. It is the perfect location. It's large enough to include a nature trail that everyone can use. And, on that giant property, the city could build another little playground. Set in the woods, surrounded by nature and accessible to all.

It doesn't seem like that big of a request.

Better yet, local non-profits began raising money to pay for the playground. Donations already cover more than 10% of the total cost of the park itself.

It's wonderful, but there's a catch.

There is a determined opposition to the playground. And while they won't come right out and say they don't want a playground, the suggestions for relocation aren't well thought out.

Some folks want to relocate the playground to the treeless parcel near the airport. A loud, barren area adjacent to Amelia Parkway and the runways. While it may be a practical place, in the sense existing parking, it makes offers little aesthetic value. And it won't be usable for many of our families due to the proximity to the road and runways. Another suggestion is to plow under nine holes of the city golf course. I suspect that proposal will be met with more tumult than the current plan.

Frankly both ideas (and the others) miss the point entirely.

You see, relocating the playground may be good intentioned, but it carries another meaning. You see relocating the playground says to the families who need this park: "We don't want you".

Families who need accommodations see words like "simple", "natural", and "low impact" with a completely different point of view.

To us, it reads:

"...we don't want all the contrivances that make the park usable to someone with disabilities".

The idea is to build a "simple" nature park. But that means a park that excludes the folks in wheel chairs, with mobility issues or other impediments. And it totally excludes the families that need a quiet, secluded playground.

And if we do build an accessible park, then there really isn't any reason to exclude the playground. It's tiny, compared to the overall footprint. It will attract donations from local non-profits, including Project Chance. And it would address a severely underserved group in our community.

Please support the Simmons Road Park project. It's a valuable addition to our beautiful island.

Editor's Note: Matt Badiali is a long-time member of the local community. He serves on the board of a Project Chance, a non-profit that raises and trains service dogs for children with autism and other disabilities – <https://projectchance.com/>.

Aaron Morgan says:

NOVEMBER 14, 2019 AT 3:15 PM

Matt – Very well said. Thank you. I would like to add that Egans Creek Park was designed with accessibility as a priority. The workout equipment does have a number of accessible pieces. The kayak launch is accessible. The playground utilizes accessible surfacing and although a child in a wheelchair is unable to climb the piece, they are able to go inside of it and be part of the play

Attachment D

LOCAL NEWS

Maggie Lorenz, Multi-media journalist

Published: **December 6, 2019, 6:11 pm** Updated: **December 7, 2019, 6:38 pm**

Tags: **Fernandina Beach**, **Nassau County**

New Simmons Road Park in Fernandina Beach aims to be accessible to all

Fernandina Beach City Commission approved construction of the \$400,000 park

ty of Fernandina Beach via Facebook

FERNANDINA BEACH, Fla. – The Fernandina Beach City Commission approved 3-2 to move forward with plans for the construction of a \$400,000 park on a 6.5-acre site along Simmons Road.

The vote came after an hours-long, heated city commission meeting.

Right now the site has a lot of dense trees and shrubbery but by next fall the park will have a playground, picnic pavilion, trail, restrooms, and parking.

The non-profit 8 Flags Playscapes, Inc. is behind the park.

“What we’re trying to do is go to another level of accessibility that exceeds ADA,” said Trey Warren, President of 8 Flags Playscapes, Inc.

1/2

By law, parks comply with the Americans with Disabilities Act (ADA), but Warren said it doesn't necessarily mean all components are wheelchair and handicap accessible.

"Someone that's in a wheelchair can't get up into it, if somebody has a disability on their physical capabilities they can't get in there and be with their children or be with their friends in that element," he said.....