



AGENDA
FERNANDINA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
APRIL 7, 2020
6:00 PM

The City Commission Regular Meeting will be held as a VIRTUAL MEETING with elected officials and City staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Submit public comment via email to City Manager Martin at dmartin@fbfl.org on Tuesday, April 7, beginning at 5:00 PM. To be considered, all comments must include the name and address of the sender (as is normally required at City Commission meetings). Public comments to be included in the formal record will be accepted until 6:30 PM. Comments received will be shared with City Commissioners and made part of the formal record (and, under Florida Statutes, become public records).

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE / INVOCATION**
4. **PRESENTATIONS**
 - 4.1 **PRESENTATION - 2020 CENSUS** - *Please review attached presentation material (no actual presentation).*
 - 4.2 **PRESENTATION - ANNUAL AUDIT REPORT** - *Please review attached presentation material (no actual presentation).*
 - 4.3 **BUDGET SUMMARY** - *Please review attached presentation material (no actual presentation).*
5. **PUBLIC COMMENT REGARDING ALL ITEMS ON THE AGENDA – (SEE ABOVE)**
6. **CONSENT AGENDA**
 - 6.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - February 4, 2020; City Commission/Historic District Council Joint Workshop - February 18, 2020; City Commission Regular Meeting - February 18, 2020; and City Commission Regular Meeting - March 3, 2020.*
 - 6.2 **BOARD APPOINTMENT - ARTS AND CULTURE NASSAU** - *two appointments.*
 - 6.3 **FACILITIES USE AGREEMENT - DRIVING DYNAMICS, INC.** - **RESOLUTION 2020-39** APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT A SAFE DRIVING PROGRAM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Driving Dynamics, Inc. to present a Safe Driving Program at the Fernandina Beach Municipal Airport.*

- 6.4 **VOLUNTARY ANNEXATION AGREEMENT - 856 ROBINHOOD DRIVE - RESOLUTION 2020-40** APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.22 ACRES OF LAND LOCATED ON 856 ROBINHOOD DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located at 856 Robinhood Drive. Also approves the Voluntary Annexation Petition.*
- 6.5 **HERITAGE TREE DESIGNATION - 112 S. 10TH STREET - RESOLUTION 2020-41** DESIGNATING ONE HERITAGE TREE LOCATED AT 112 S. 10TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the designation of one live oak tree at 112 S. 10th Street as a "Heritage Tree" under Land Development Code, Section 4.05.15.*
- 6.6 **GRANT APPLICATION - FLORIDA INLAND NAVIGATION DISTRICT (FIND) - RESOLUTION 2020-44** REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE 2020 PROGRAM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests assistance under the Florida Inland Navigation District (FIND) Waterways Assistance Program for the development of the Public Marina Waterfront Boardwalk Improvements Phase II Projects.*
- 6.7 **AGREEMENT APPROVAL - COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (CFPBA) - RESOLUTION 2020-45** AUTHORIZING EXECUTION OF THE LABOR AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (CFPBA); AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the three-year labor agreement with the Coastal Florida Police Benevolent Association.*
- 6.8 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2020-49** AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT #436769-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION PHASES OF A PROJECT TO REHABILITATE A PORTION OF THE TRANSIENT AIRCRAFT PARKING APRON AT THE FERNANDINA BEACH MUNICIPAL AIRPORT. *Synopsis: Authorizes FDOT Public Transportation Grant Agreement #436769-1-94-01 in the total project amount of \$8,000.00, with a 50% matching requirement, for design and construction phases of a project to rehabilitate a portion of the Transient Aircraft Parking Apron at the Fernandina Beach Municipal Airport.*

7. RESOLUTIONS

- 7.1 **DECLARATION OF STATE OF EMERGENCY - AMENDED RESOLUTION 2020-48** A DECLARATION OF A STATE OF EMERGENCY IN RESPONSE TO NOVEL CORONA VIRUS 2019 COVID-19 PANDEMIC
- 7.2 **PROPOSAL APPROVAL - DATASAVERS INFORMATION MANAGEMENT SOLUTIONS / BUDGET AMENDMENT - BUILDING - RESOLUTION 2020-42** APPROVING A PROPOSAL FROM DATASAVERS INFORMATION MANAGEMENT SOLUTIONS FOR DOCUMENT SCANNING IN AN AMOUNT NOT TO EXCEED \$251,400 BY WAY OF A PIGGYBACK PURCHASE TO THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Datasavers Information Management Solutions not to exceed \$251,400 as a piggyback purchase to the State of Florida Department of Management Services Contract. Also*

approves a budget transfer of \$101,400 to the Building Professional Services account from the: Building Temporary account (\$93,600); Building FICA account (\$7,200); and Building Workers' Compensation account (\$600).

- 7.3 **AWARD OF RFP #2019-06 - QUEST ECOLOGY, INC. / BUDGET AMENDMENT - CAPITAL IMPROVEMENTS FUND - RESOLUTION 2020-43** AWARDING RFP #2019-06 TO QUEST ECOLOGY, INC. FOR THE PREPARATION OF THE AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN; APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENTS FUND IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP #2019-06 to Quest Ecology, Inc. in the amount of \$99,500 (50% City and 50% Nassau County) for the preparation of a Beach Habitat Conservation Plan. Approves amending the budget by increasing the Beach Habitat Conservation Plan account and USACE Refund account, both by \$49,750. Also approves increasing the total City Budget from \$174,030,484 to \$174,080,234.*
- 7.4 **EMINENT DOMAIN AUTHORIZATION - NORTH FRONT STREET - RESOLUTION 2020-50** AUTHORIZING THE CITY ATTORNEY AND SPECIAL COUNSEL JACOBS, SCHOLZ & WYLER TO PROCEED WITH EMINENT DOMAIN PROCEEDINGS PURSUANT TO §73.021, FLORIDA STATUTES, TO ACQUIRE THE LAND FOR THE NECESSARY DEVELOPMENT OF A PUBLIC PARK, PLAYGROUND, OR RECREATIONAL FACILITY, RESILIENCY OF THE WATERFRONT OF THE AMELIA RIVER, AND THE JOINT VENTURE BETWEEN THE CITY OF FERNANDINA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE IMPROVEMENT OF FRONT STREET AND ALACHUA STREET; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Authorizes Jacobs, Scholz and Wyler, LLC to prepare and prosecute eminent domain proceedings for certain property located at North Front Street.*
- 7.5 **SOLE SOURCE VENDOR APPROVAL - NORTHEAST FLORIDA REGIONAL COUNCIL - RESOLUTION 2020-51** APPROVING NORTHEAST FLORIDA REGIONAL COUNCIL AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Northeast Florida Regional Council as a sole source vendor for the drafting of Comprehensive Plan Amendments to fulfill legislative obligations in an amount not to exceed \$25,000.*
- 7.6 **BUDGET AMENDMENTS - BUILDING - RESOLUTION 2020-52** APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a budget transfer in the amount of \$88,715 from Building Reserve account to the: Building Vehicles - Parts account (\$7,650); Building Gas/Oil account (\$500); Building R/M Vehicles – Labor account (\$1,200); Building Operating Supplies account (\$62,000); and Building R/M Buildings account (\$17,365).*
- 7.7 **AMENDING RESOLUTION 2019-187 - SOLE SOURCE VENDOR APPROVAL - STRATEGIC GOVERNMENT RESOURCES, INC. (SGR) - RESOLUTION 2020-53** AMENDING RESOLUTION 2019-187 INCREASING THE COST OF RECRUITMENT SERVICES FROM SOLE SOURCE VENDOR STRATEGIC GOVERNMENT RESOURCES, INC. (SGR) FROM \$21,250.00 TO \$24,353.22; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves increasing the approved amount for Strategic Government Resources, Inc. from \$21,250.00 to \$24,353.22 for additional advertisements related to recruitment services.*
- 7.8 **PURCHASE APPROVAL - WESCO TURF, INC. - RESOLUTION 2020-54** APPROVING THE COOPERATIVE PURCHASE OF GOLF COURSE EQUIPMENT FROM WESCO TURF, INC. IN AN AMOUNT NOT TO EXCEED \$64,868.39; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the cooperative purchase of a greens mower, aerator, and sand pro spiker from Wesco Turf, Inc. in an amount not to exceed \$64,868.39.*

8. ORDINANCES - FIRST READING

- 8.1 **FEE SCHEDULE AMENDMENT – AIRPORT/PLANNING AND CONSERVATION DEPARTMENTS** - ORDINANCE 2020-10 ESTABLISHING AND AMENDING FEES FOR THE AIRPORT AND PLANNING & CONSERVATION DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the amended Airport and Planning & Conservation Department Fee Schedules for Fiscal Year 2019/2020.*
- 8.2 **LAND DEVELOPMENT CODE AMENDMENT - TREE PROTECTION** - ORDINANCE 2020-11 AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 4.05.14 (TREE PROTECTION REQUIREMENTS); SECTION 11.08.04 (SPECIFIC PENALTIES FOR VIOLATION OF TREE PERMIT REQUIREMENTS) AND SECTION 10.03.00 (ADMINISTRATIVE WAIVERS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to Tree Protection Enforcement and Penalties.*

9. CITY COMMISSION DISCUSSION

- 9.1 **NON-ESSENTIAL SPENDING AND NON-ESSENTIAL PROJECTS** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING).
- 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.
- AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Census 2020

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: The City Commission, at its Regular Meeting on February 18, 2020, agreed Vice Mayor Kreger would serve as the City's representative on the Nassau County Census Committee. Vice Mayor Kreger will provide an update of 2020 Census activities.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 3/17/2020

Dale L. Martin, City Manager 3/26/2020

Date: March 12, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Nassau County Counts



Atlanta Regional Office

Managing Census Operations in
AL, FL, GA, LA, MS, NC, SC



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)



*The goal of the 2020 Census
is to count everyone once,
only once
and in the right place.*

Why We Ask You to Allocate Resources to the 2020 Census

- Political Power
 - Census is constitutionally mandated for re-apportionment of Congress
 - Census results are used for Redistricting at national, state, and local levels.
- Money/Economic Impact
 - Over \$675 Billion/year is distributed to state and local governments using Census numbers (Over \$4 Trillion over the decade).

Census Data Are Used In Many Ways

- Forecasting of future transportation needs
- Determining areas eligible for housing assistance and rehabilitation loans
- Assisting tribal, federal, state and local governments in planning, and implementing programs and services in:
 - Education
 - Healthcare
 - Transportation
 - Social Services
 - Emergency response
- Designing facilities for people with disabilities, the elderly and children



Your responses are safe.

Your responses to the 2020 Census will never be shared with other government agencies. It's the law. It's also an oath every Census Bureau employee must swear to uphold.

For more information, visit:
2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
**Census
2020**



We keep your data like you keep your kids. Safe and secure.

All 2020 Census responses are kept confidential and private. It's the law. Your responses cannot be shared and cannot be used against you by any government agency or court in any way.

For more information, visit:
2020CENSUS.GOV

Shape
your future
START HERE >

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**Census
2020**

2020

The 2020 Census is DIFFERENT

3 Ways to respond:

- Online***
- Telephone***
- Mail***



Complete Count Committees

- Ultimately, the success of the 2020 Census depends on everyone's participation. One way to ensure success is by forming a Complete Count Committee.
- State and local governments, businesses and community leaders form Complete Count Committees to encourage participation in their community. They develop an outreach plan tailored to the unique characteristics of their community. Then they work together to implement the plan.

Nassau County By the Numbers

Response Rate
2000/2010
.61 / .70



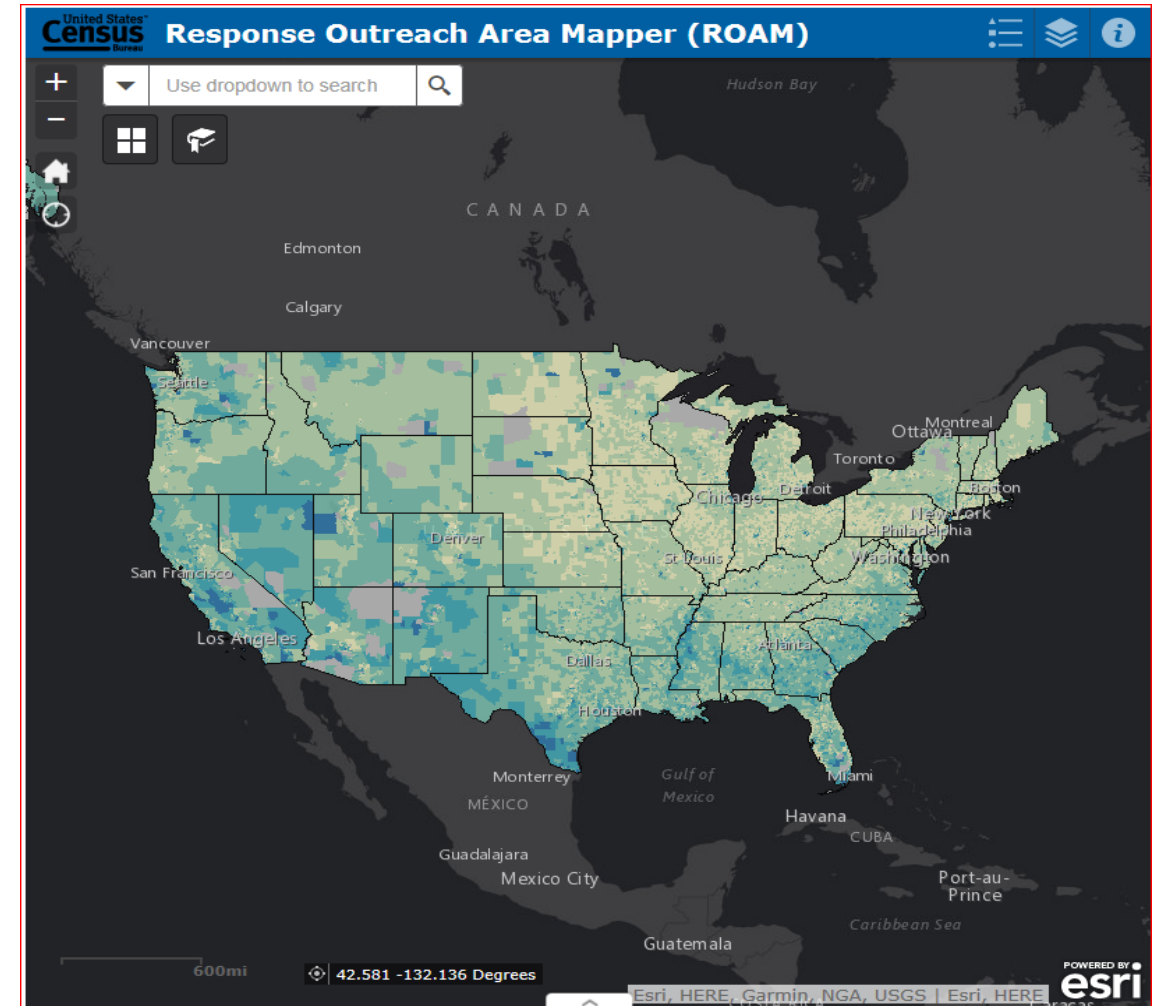
Population
2010 Census
73,314

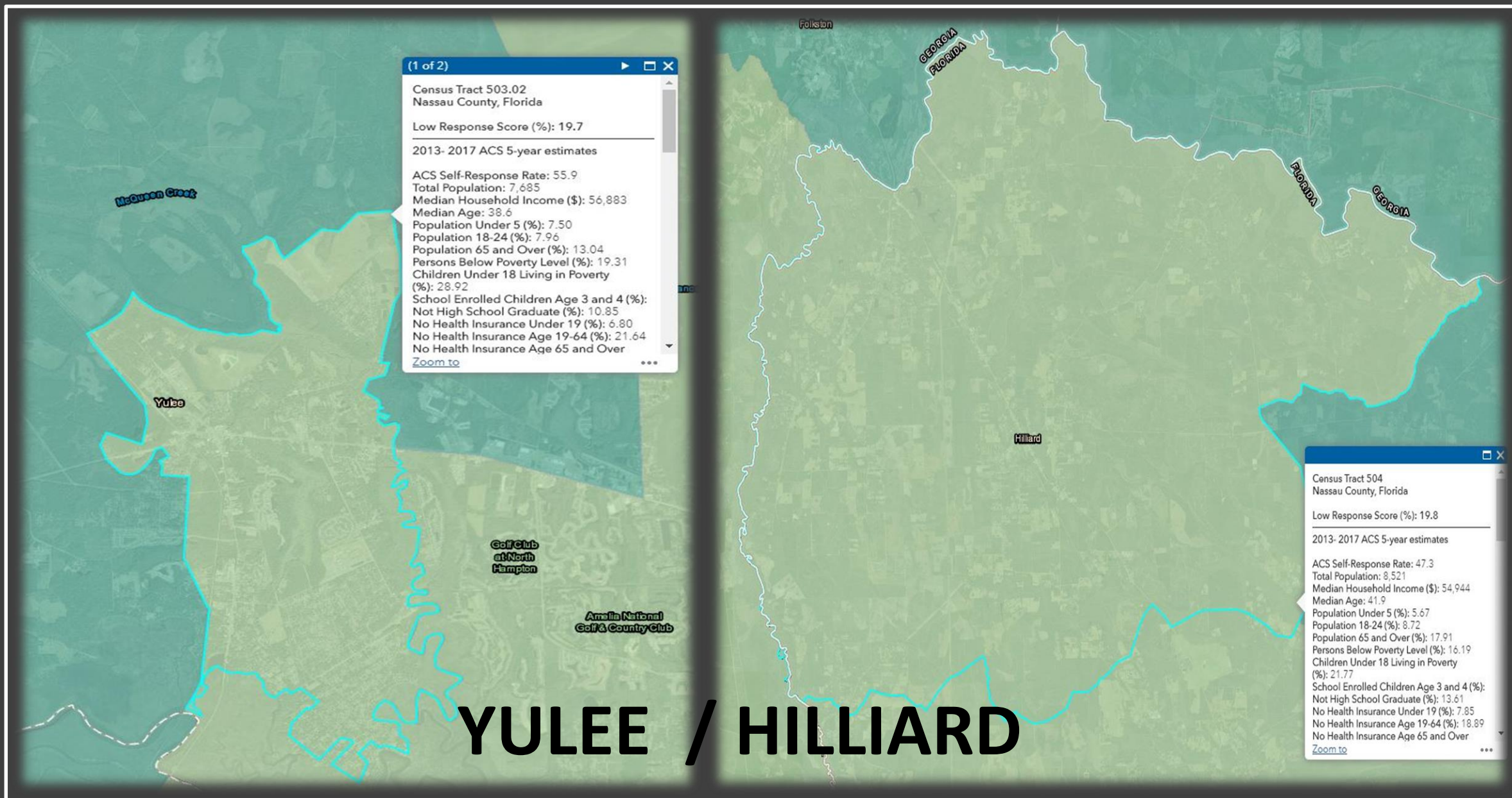
2018 Estimate
85,832

Low Response Score (LRS)
Tracts 15-20%
Five (5)

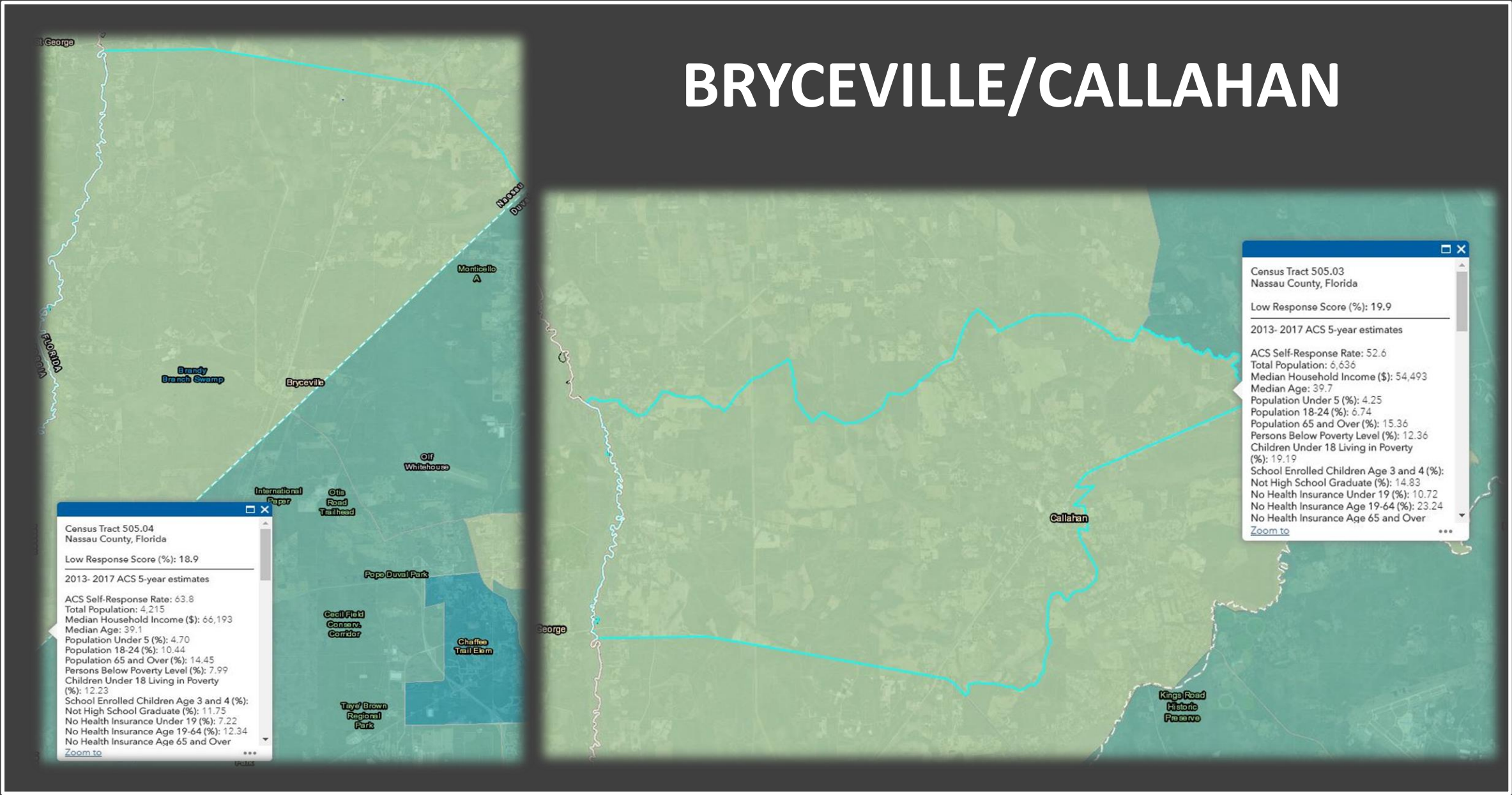
Explore the Response Outreach Area Mapper Web Application

- The U.S. Census Bureau has released the Response Outreach Area Mapper (ROAM) web application.
- An interactive map to identify areas that typically have low response rates for censuses and surveys.
- Community planners and local officials can use the ROAM to plan, focus and allocate resources for the 2020 Census.
- Provides tract-level data.





BRYCEVILLE/CALLAHAN



ACTIVITY

What Do You Know About Your Community?

2020



ACTIVITY: 15 Minutes. Assign a scribe and presenter. The scribe will write responses and the group will select a presenter to report their information.



Question 1: What are the demographics of your community? (Demographics include, education, income, age, gender, etc.)



Question 2: How do these demographics present a challenge to a successful census?



Question 3: What type of areas and/or populations are in your community that may be a challenge to get them to participate in the census? (some of these areas are pockets of new immigrants, low income, etc.)



Question 4: How can the CCC assist the Census Bureau in getting a complete and accurate count in hard-to-count areas?

Target Hard To Count Populations

- Children 5yrs and under
- Veterans
- People with disabilities
- Homeless
- People living in rural America
- Low income and underserved
- Senior citizens
- Migrant farm workers
- Foreign Born - Immigrants
- Persons with limited English proficiency
- Renters



Undercounting Our Children

- Census counts determine funding for:
 - Children's Health Insurance
 - Medicaid
 - Special Education
 - Head Start
 - Foster Care Support
 - School Nutrition
 - Supplemental Nutrition Assistance
 - Housing Assistance



2020Census.gov/partners



A few minutes can shape your future.

Improving your community starts with the 2020 Census.

Important
Your response will inform how over \$675 billion in public funding flows into things like community services, health clinics, Head Start, historically Black colleges and universities, and programs that support minority-owned businesses.

Safe
Your personal information is kept confidential by law.

Easy
Respond online, by phone, or by mail.

2020CENSUS.GOV

Shape your future
START HERE >

United States
Census
2020

D-18P-BL-EN-022



Clinics that are closer than the next county.

Accessible, quality healthcare is a top priority for every community, and you can do your part by responding to the 2020 Census.

Over \$675 billion in federal funding is distributed to communities based on census data. This includes money for health care assistance and the prevention and treatment of substance abuse.

2020CENSUS.GOV

Shape your future
START HERE >

United States
Census
2020

D-18P-BU-EN-023



Shape the next generation. Count them.

Respond to the 2020 Census and inform funding for educational programs that benefit our children, like after-school activities, school meal programs, and Head Start. It's more than just a count, it's an opportunity to shape the next generation.

For more information, visit:
2020CENSUS.GOV

Shape your future
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United States
Census
2020

D-18P-BU-EN-021



Help your community stay healthy.

Responses to the 2020 Census inform how over \$675 billion is distributed to communities nationwide each year, meaning more hospitals and clinics in places that need them most.

For more information, visit:
2020CENSUS.GOV

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2020

D-18P-BU-EN-024



United States®
**Census
2020**

U.S. Census Bureau

National Processing Center
100 Logistics Avenue
Jeffersonville IN 47144

OFFICIAL BUSINESS
Penalty for Private Use \$300

PRESORTED
FIRST-CLASS MAIL
POSTAGE & FEES PAID
U.S. CENSUS BUREAU
PERMIT NO. G-58

**YOUR RESPONSE IS
REQUIRED BY LAW**

**SU RESPUESTA ES
REQUERIDA POR LEY**



United States[®]
**Census
2020**

U.S. Census Bureau

Washington, DC 20233-0001
Office of the Director

my2020census.gov

March 12, 2020

Dear Resident:

This is your invitation to respond to the **2020 Census**. We need your help to count everyone in the United States by providing basic information about all adults, children, and babies living or staying at this address.

Results from the 2020 Census will be used to:

- Direct billions of dollars in federal funds to local communities for schools, roads, and other public services.
- Help your community prepare to meet transportation and emergency readiness needs.
- Determine the number of seats each state has in the U.S. House of Representatives and your political representation at all levels of government.

Respond by April 1 at
my2020census.gov

Your Census ID is:

The Census Bureau is using the internet to securely collect your information. Responding online helps us conserve natural resources, save taxpayer money, and process data more efficiently. If you are unable to complete your 2020 Census questionnaire online, we will send you a paper questionnaire in a few weeks for you to complete and mail back.

The census is so important that your response is required by law, and your answers are kept completely confidential. If you do not respond, we will need to send a Census Bureau interviewer to your home to collect your answers in person. If you need help completing your 2020 Census questionnaire, please call toll-free 1-844-330-2020.

Thank you for your prompt response.

Sincerely,

Steven D. Dillingham

Steven D. Dillingham
Director

Enclosures

Mensaje importante: Para completar su cuestionario del Censo del 2020, visite **my2020census.gov** o llame gratis al 1-844-468-2020.

census.gov



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2020**

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2020**

FAQ

INSTRUCTIONS



English

Go to my2020census.gov and select "ENGLISH," located in the upper-right corner of the window, to access your 2020 Census questionnaire in English.

Español (Spanish)

Vaya a my2020census.gov y seleccione "ESPAÑOL", en la esquina superior derecha de la ventana, para acceder al cuestionario del Censo del 2020 en español.

中文 (Chinese)

请进入网站 my2020census.gov，并选择位于窗口右上角的“中文(简体)”，以连接到您的中文版2020年人口普查问卷表。

Tiếng Việt (Vietnamese)

Hãy vào trang mạng my2020census.gov và chọn "TIẾNG VIỆT" ở góc trên bên phải của cửa sổ để truy cập bản câu hỏi Thống Kê Dân Số 2020 bằng Tiếng Việt.

한국어 (Korean)

2020년 센서스 인구조사 설문지를 한국어로 보시려면 인터넷 사이트 my2020census.gov로 가서서 화면의 오른쪽 상단 코너에 있는 "한국어"를 선택해 주십시오.

Русский (Russian)

Чтобы получить доступ к анкете переписи населения 2020 года на русском языке, зайдите на веб-сайт my2020census.gov и выберите «Русский» в правом верхнем углу окна.

العربية (Arabic)

تفضل بزيارة my2020census.gov وحدد "العربية"، الموجودة في الزاوية اليمنى العلوية من النافذة، للوصول إلى استبيان التعداد السكاني لسنة 2020 الخاص بك باللغة العربية.

Tagalog (Tagalog)

Pumunta sa my2020census.gov at piliin ang "TAGALOG," na nasa itaas na kanang sulok ng window, upang ma-access ang iyong palatanungan ng 2020 Senso sa Tagalog.

Polski (Polish)

Aby uzyskać dostęp do kwestionariusza Spisu Ludności 2020 w języku polskim, proszę przejść na stronę my2020census.gov i wybrać "POLSKI" w górnym prawym rogu ekranu.

Français (French)

Rendez-vous sur my2020census.gov et sélectionnez « FRANÇAIS », situé dans le coin supérieur droit de la fenêtre, pour accéder à votre questionnaire du Recensement 2020 en français.

Kreyòl Ayisyen (Haitian Creole)

Pou gen aksè sou kesyonè Resansman 2020 an, nan Kreyòl Ayisyen ale sou sitwèb my2020census.gov epi chwazi "KREYÒL AYISYEN," nan kwen anwo nan bò dwat fenèt la.

Português (Portuguese)

Visite my2020census.gov e clique em "PORTUGUÊS" no canto superior direito da janela para acessar o questionário do Censo 2020 em português.

日本語 (Japanese)

my2020census.gov にアクセスして、ウィンドウの右上にある「日本語」を選択し、2020年国勢調査（日本語版）にアクセスしてください。

Subjects on the 2020 Questionnaire

- ☐ Age
- ☐ Sex
- ☐ Hispanic origin
- ☐ Race
- ☐ Relationship



**This is the official questionnaire for this address.
It is quick and easy to respond, and your answers are protected by law.**

**FOR
OFFICIAL
USE ONLY**

Start here OR go online at [url removed] to complete your 2020 Census questionnaire.

Use a blue or black pen.

Before you answer Question 1, count the people living in this house, apartment, or mobile home using our guidelines.

- Count all people, including babies, who live and sleep here most of the time.
- If no one lives and sleeps at this address most of the time, go online at [\[url removed\]](#) or call the number on page 8.

The census must also include people without a permanent place to live, so:

- If someone who does not have a permanent place to live is staying here on April 1, 2020, count that person.

The Census Bureau also conducts counts in institutions and other places, so:

- Do not count anyone living away from here, either at college or in the Armed Forces.
- Do not count anyone in a nursing home, jail, prison, detention facility, etc., on April 1, 2020.
- Leave these people off your questionnaire, even if they will return to live here after they leave college, the nursing home, the military, jail, etc. Otherwise, they may be counted twice.

2. Were there any additional people staying here on April 1, 2020 that you did not include in Question 1?

Mark ☒ all that apply.

- ☐ Children, related or unrelated, such as newborn babies, grandchildren, or foster children
- ☐ Relatives, such as adult children, cousins, or in-laws
- ☐ Nonrelatives, such as roommates or live-in babysitters
- ☐ People staying here temporarily
- ☐ No additional people

3. Is this house, apartment, or mobile home — Mark ☒ ONE box.

- ☐ Owned by you or someone in this household with a mortgage or loan? *Include home equity loans.*
- ☐ Owned by you or someone in this household free and clear (without a mortgage or loan)?
- ☐ Rented?
- ☐ Occupied without payment of rent?

4. What is your telephone number?

We will only contact you if needed for official Census Bureau business.

Telephone Number _____

Person 1

5. Please provide information for each person living here. If there is someone living here who pays the rent or owns this residence, start by listing him or her as Person 1. If the owner or the person who pays the rent does not live here, start by listing any adult living here as Person 1.

What is Person 1's name? *Print name below.*

First Name

N

Last Name(s)

6. What is Person 1's sex? Mark ☒ ONE box.

- ☐
- Male
- ☐
- Female

7. What is Person 1's age and what is Person 1's date of birth? For babies less than 1 year old, do not write the age in months. Write 0 as the age.

Age on April 1, 2020

Month Day Year of birth

years

→ NOTE: Please answer BOTH Question 8 about Hispanic origin and Question 9 about race. For this census, Hispanic origins are not races.

8. Is Person 1 of Hispanic, Latino, or Spanish origin?

- ☐ No, not of Hispanic, Latino, or Spanish origin
- ☐ Yes, Mexican, Mexican Am., Chicano
- ☐ Yes, Puerto Rican
- ☐ Yes, Cuban
- ☐ Yes, another Hispanic, Latino, or Spanish origin – *Print, for example, Salvadoran, Dominican, Colombian, Guatemalan, Spaniard, Ecuadorian, etc.* ☐

9. What is Person 1's race?

Mark ☒ one or more boxes **AND** print origins.

- ☐ White – Print, for example, German, Irish, English, Italian, Lebanese, Egyptian, etc. ↗

- ☐ Black or African Am. — *Print*, for example, African American, Jamaican, Haitian, Nigerian, Ethiopian, Somali, etc. ➤

- ☐ American Indian or Alaska Native – Print name of enrolled or principal tribe(s), for example, Navajo Nation, Blackfeet Tribe, Mayan, Aztec, Native Village of Barrow Inupiat Traditional Government, Nome Eskimo Community, etc.

- | | | |
|--|-------------------------------------|---|
| ☐ Chinese | ☐ Vietnamese | ☐ Native Hawaiian |
| ☐ Filipino | ☐ Korean | ☐ Samoan |
| ☐ Asian Indian | ☐ Japanese | ☐ Chamorro |
| ☐ Other Asian –
Print, for example,
Pakistani, Cambodian,
Hmong, etc. $\checkmark$ | | ☐ Other Pacific Islander –
Print, for example,
Tongan, Fijian,
Marshallese, etc. $\checkmark$ |

- ☐
- Some other race –
- Print race or origin.*
- 

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(1-855-562-2020)

Federal Relay Service: (800) 877-8339 TTY / ASCII
www.gsa.gov/fedrelay

The Federal Relay Service (FedRelay) provides telecommunications services to allow individuals who are deaf, hard of hearing, and/or have speech disabilities to conduct official business with and within the federal government.

The U.S. Census Bureau is an Equal Opportunity Employer.

2020 Census Counts Meeting
March 10, 2020
3:00 p.m.

Committee Members in Attendance:

Sabrina Robertson, Board of County Commissioners
Jon Slebos, Sheriff's Office
Jason Gregory, representing the Supervisor of Elections and Property Appraiser's Office
Teri Robinson, Clerk of Courts
Donna Martin, School Board
Council on Aging (non-profit rep), Janice Ancrum
Phyllis Oaks, Nassau County Republican Party
Len Kreger, City of Fernandina Beach
Mike Williams, Town of Callahan
Myra Cockerham, Town of Hilliard

Absent:

Carla Voisard, Nassau County Democratic Party

The meeting began with a presentation by Victor Cora, Florida Partnership Specialist for the United States Census. He provided information on the importance of the 2020 Census and how the information collected determines how \$675 Billion/per year is distributed the federal and state governments to fund school, non-profits, hospitals, grants, etc. He stated that every Nassau County resident is valued at \$1,445/per year so for each individual that is not counted, that amount of money is lost in potential funding. Census results also determine district boundaries and could affect the number of State and Local Representatives for our County.

He also provided other important information:

- George Washington University created a website: County for Dollars 2020: The Role of the Decennial Census in the Geographic Distribution of Federal Funds. This site provides information on each federal program that geographically distributes financial assistance based on data derived from the Census and the connection between Decennial Census accuracy and the equitable distribution of funds to states and local areas.
<https://gwipp.gwu.edu/counting-dollars-2020-role-decennial-census-geographic-distribution-federal-funds>
- Rapid Response Grant opportunity. Submit proposals to obtain Census funding to help you in your Census efforts. Examples include tablets, census kiosks, money for printing flyers, and money for census response events. censusrapidresponse@nlc.org.

- Census has a map that shows responses by County which will help us determine which areas we need to focus more on getting the message out: https://www.census.gov/newsroom/press-kits/2020/2020-self-response-rates.html?utm_campaign=20200311msc20s1ccallnl&utm_medium=email&utm_source=govdelivery

Mr. Cora indicated that letters were mailed to all households on March 12th containing the questionnaire. Residents can respond by mail, telephone and online. Census workers will begin doing home visits on May 1st for households that have not responded. He provided a sample of the questionnaire and the envelope it came in for informational purposes. (copies attached)

Mr. Cora indicated that Nassau County's response rate in 2000 was 61% and the response rate in 2010 was 70%. Four areas were identified as low responsive: Hilliard, Yulee, Bryceville and Callahan. We are encouraged to push the message out a little more in these areas in hopes to increase participation.

Rena Coughlin and Strandlyn Terry with the Non-Profit Center were in attendance. Ms. Terry spoke about the Rapid Response Grant Opportunity. Ms. Wanda Lanier with Barnabas was in the audience and told the group that they applied for grant funding for tablets to assist their clients with completing their survey online. The process was quick and easy and their funding was received in about a week.

Other tips and comments provided by Mr. Cora:

- Hard to count populations include: children under 5 years, Veterans, and persons with disabilities. We should think of ways we can reach these groups.
- Begin looking at community events where you can set up a table to help people fill out their questionnaire or hold a census event.
- Think of ways you can share information in your community: flyers in utility bills; digital billboards; bulletin boards; social media; webpages; libraries; community events; church bulletins, etc.

Each Census Committee Member was asked to share ideas and ways they can spread the word about the upcoming Census. The group had a lot of great ideas about how to share the message in their respective areas.

The meeting adjourned at approximately 4:00 p.m.



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U.S. Census Bureau

Washington, DC 20233-0001

Office of the Director

March 12, 2020

Dear Resident:

This is your invitation to respond to the **2020 Census**. We need your help to count everyone in the United States by providing basic information about all adults, children, and babies living or staying at this address.

Results from the 2020 Census will be used to:

- Direct billions of dollars in federal funds to local communities for schools, roads, and other public services.
- Help your community prepare to meet transportation and emergency readiness needs.
- Determine the number of seats each state has in the U.S. House of Representatives and your political representation at all levels of government.

Respond by April 1 at
my2020census.gov

Your Census ID is:

The Census Bureau is using the internet to securely collect your information. Responding online helps us conserve natural resources, save taxpayer money, and process data more efficiently. If you are unable to complete your 2020 Census questionnaire online, we will send you a paper questionnaire in a few weeks for you to complete and mail back.

The census is so important that your response is required by law, and your answers are kept completely confidential. If you do not respond, we will need to send a Census Bureau interviewer to your home to collect your answers in person. If you need help completing your 2020 Census questionnaire, please call toll-free 1-844-330-2020.

Thank you for your prompt response.

Sincerely,

Steven D. Dillingham
Director

Enclosures

Mensaje importante: Para completar su cuestionario del Censo del 2020, visite **my2020census.gov** o llame gratis al 1-844-468-2020.

FREQUENTLY ASKED QUESTIONS

my2020census.gov

What is the 2020 Census?

The goal of the census is to count every person living in the United States once, only once and in the right place. Article I, Section 2 of the U.S. Constitution mandates that this population and housing count occur every 10 years. Census data guide how more than \$675 billion in federal funding is distributed to states and communities each year.

Am I required to respond to the 2020 Census?

Yes, you are required by law to respond to the 2020 Census. We are conducting the 2020 Census under the authority of Title 13, U.S. Code, Sections 141, 193 and 221. This collection of information has been approved by the Office of Management and Budget (OMB). The eight-digit OMB approval number is 0607-1006. If this number were not displayed, we could not conduct the census.

How long will my 2020 Census questionnaire take?

The Census Bureau estimates that completing the questionnaire will take 10 minutes on average.

Send comments regarding this burden estimate or any other aspect of this burden to: Paperwork Reduction Project 0607-1006, U.S. Census Bureau, DCMD-2H174, 4600 Silver Hill Road, Washington, DC 20233. You may email comments to <2020.census.paperwork@census.gov>. Use "Paperwork Reduction Project 0607-1006" as the subject.

How do I respond?

Go to **my2020census.gov** to complete your 2020 Census questionnaire online. You will need the 12-digit Census ID found on the other side.

How will the Census Bureau use the information I provide?

By law, the Census Bureau can only use your responses to produce statistics.

Are my answers confidential and private?

Yes. The Census Bureau is required by law to protect your information (Title 13, U.S. Code, Section 9). The Census Bureau is not permitted to publicly release your responses in a way that could identify you or your household. Per the Federal Cybersecurity Enhancement Act of 2015, your data are protected from cybersecurity risks through screening of the systems that transmit your data. All web data submissions are encrypted in order to protect your privacy.

Title 13 of the U.S. Code protects the confidentiality of all your information. Violating the confidentiality of a respondent is a federal crime with serious penalties, including a federal prison sentence of up to five years, a fine of up to \$250,000, or both. Only authorized individuals have access to the stored data, and the information you provide to the Census Bureau may only be used by a restricted number of authorized individuals who are sworn for life to protect the confidentiality of your individual responses. Your answers cannot be used against you by any government agency or court.

For more information about how we protect your information, please visit our Web site at census.gov and click on "Data Protection and Privacy Policy" at the bottom of the home page. This page also includes information about the collection, storage, and use of these records. Click on "System of Records Notices (SORN)" and look for Privacy Act System of Records Notice COMMERCE/CENSUS-5, Decennial Census Program.

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Informational Copy

2020 Census FAQ

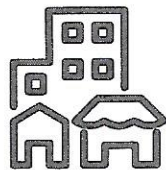
What is the census?

The census is a count of every person who lives in the United States and its territories. It happens every 10 years. In early 2020, you will be asked to count everyone who lives in your home as of April 1. Responding to the 2020 Census is a chance to shape your future.

What's in it for me?



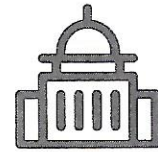
Your responses inform where over \$675 billion is distributed each year to communities nationwide for clinics, schools, roads, and more.



Census data gives community leaders vital information to make decisions about building community centers, opening businesses, and planning for the future.



Responding also fulfills your civic duty because it's mandated by the U.S. Constitution. The United States has counted its population every 10 years since 1790.



Your responses are used to redraw legislative districts and determine the number of seats your state has in the U.S. House of Representatives.

Is my information safe?

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics. They cannot be used against you by any government agency or court in any way—not by the FBI, not by the CIA, not by the DHS, and not by ICE.

When can I respond to the census?

In early 2020, every household in America will receive a notice to complete the census online, by phone, or by mail. In May, the U.S. Census Bureau will begin following up in person with households that have yet to respond.

What will I be asked?

You will be asked a few simple questions, like age, sex, and the number of people who live in your home, including children.

What won't be asked?

The census will never ask for Social Security numbers, bank or credit card numbers, money or donations, or anything related to political parties.

For more information, visit:

2020CENSUS.GOV

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Annual Audit Report

ITEM TYPE: Presentation

REQUESTED ACTION: Acceptance of the Annual Audit

SYNOPSIS:

The Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2019 is presented to the City Commission. Questions related to the audit may be directed to the City Comptroller.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: None

CITY MANAGER RECOMMENDATION(S):

I recommend that the City Commission accept the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2019 as presented.

Pauline Testagrose, Comptroller 3/23/2020

Dale L. Martin, City Manager 3/26/2020

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

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

2019

City of Fernandina Beach, Florida

Comprehensive Annual Financial Report

For Fiscal Year Ended September 30, 2019

**CITY OF FERNANDINA BEACH, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED SEPTEMBER 30, 2019**

PREPARED BY:

FINANCE DEPARTMENT

**CITY OF FERNANDINA BEACH, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED SEPTEMBER 30, 2019**

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March 17, 2020

To the Honorable Mayor and City Commissioners:

We are pleased to present the City of Fernandina Beach's (the City) Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2019. State Law requires that all general-purpose local governments publish a complete set of financial statements within nine months of the close of each fiscal year. The financial statements included in this report conform with generally accepted accounting principles (GAAP) and are audited by a firm of licensed certified public accountants in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

This report consists of management's representations concerning the financial operations and condition of the City. Responsibility for both the reliability of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed to protect the City's assets from loss, theft or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. To the best of our knowledge and belief, this financial report is complete and reliable in all material respects and is reported in a manner that presents fairly the financial position and results of operations of the various funds of the City of Fernandina Beach.

Purvis Gray & Company, a firm of licensed certified public accountants, has audited the City's financial statements. The goal of the independent audit was to provide reasonable assurances that the financial statements of the City for the fiscal year ended September 30, 2019, are free from material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit and the reports of the auditors, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2019, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader federal mandated "Single Audit" designed to meet the special needs of the federal grantor agencies. The standard governing Single Audit engagements require the independent auditor to report on the fair presentation of the financial

statements and on the audited government's internal controls over financial reporting and on compliance and other matters.

GAAP requires that management provide a narrative introduction overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

City Profile

The City of Fernandina Beach, incorporated in 1951, is a seaside community located on beautiful Amelia Island in Nassau County, Florida. The island has thirteen miles of beaches on the Atlantic coast with 40 access points. The City of Fernandina Beach is rich in history, walkable by design and loaded with culinary delights. The City encompasses an area of approximately twelve square miles, with nearly ten miles of coastline and a population of just under 13,000. The City is conveniently located approximately thirty miles north of Jacksonville and hosts an estimated 700,000 visitors each year.

The City operates under a Council (Commission)/Manager form of government. The City Commission is comprised of the Mayor, Vice Mayor, and three Commissioners, who enact laws, determine policies and adopt the annual budget. The City Commission appoints the Charter Officers, which include the City Manager, City Clerk and the City Attorney. The City Manager is responsible for carrying out the policies of the City Commission and for overseeing the daily management of the City. The City Manager appoints the Directors of the various departments.

The City provides a full range of services including police and fire protection, emergency medical services, water, wastewater, sanitation and recycling services, stormwater services, recreational and cultural activities/events, construction and maintenance of streets, sidewalks and other infrastructure and general administrative services. Internal services of the City are accounted for on a cost reimbursement basis, including workers compensation insurance and fleet management.

The annual budget serves as the foundation of the City's financial planning and control. All departments of the City are required to submit requests for appropriations to the City Manager. The City Manager uses these requests as the starting point for developing a proposed budget. The City Manager then presents the proposed budget to the City Commission on or before August 1st of each year. The City Commission is required to hold public hearings on the proposed budget and adopt a final budget by September 30th of each year. The appropriated budget is prepared by fund, function (e.g. Public Safety), and department (e.g. Police). The City Manager is authorized to transfer appropriations up to \$7,499; however, any other revisions require approval of the City Commission.

Budget-to-actual comparison are provided in this report for each governmental fund for which an appropriated annual budget has been adopted.

Local Economy

The City is in the northeastern-most county in Florida, located within the Jacksonville Metropolitan Statistical Area.

The City residents and businesses derive a vast majority of their income and revenues from the Trade/Transportation/Utilities and Tourism sectors. This can be attributed in part to the City's coastal location and mild climate. The City's unemployment rate is at 2.6%, which is below the State average of 3.0% and Federal average of 3.5%

The heart of the City is Centre Street, Fernandina's eight-block downtown historic district. Named to the National Register of Historic Places, the historic district features over 400 historic homes, churches and commercial buildings. The downtown area, recently awarded the prestigious designation as a Florida Main Street community, offers a glimpse into Florida's past. Centre Street is a place of charm and nostalgia, and where vibrant small businesses attract tourists and residents alike. David Yulee, a City founder, constructed railroad tracks (which connected with Cedar Key as the first trans-Florida railroad) that remain in use today. The original train depot now serves as an information and welcome center. A newly restored marina, destroyed by Hurricane Matthew in October 2016, provides an additional attraction to downtown. Fernandina Beach is where industry and tourism have lived in harmony for over 75 years. Furthermore, within a short distance of downtown Fernandina Beach is the Port of Fernandina and the pulp mills of WestRock and Rayonier Advanced Materials, two of the City's largest employers who have employed many generations of local families.

The City hosts several events each year, but two of the most notable are the extravagant Amelia Island Councours d'Elegance (automobile shows and auctions; first weekend in March) and the popular Isle of Eight Flags Shrimp Festival (arts, crafts, and entertainment; first weekend in May), each attracting over 100,000 people over the weekend-long celebrations.

During Fiscal Year 2018-2019, the Building Department issued forty-two new commercial permits and 150 new single-family residential permits. Several major commercial/residential construction developments were submitted and approved in the fiscal year 2019.

The development of Crane Island as a Southern Living Inspired Community and as a Coastal Living Community offers a unique opportunity to build a dream home. The surrounding beauty is just a bike ride away from both the City's beaches and historic downtown district.

Other new residential developments, single-family, townhouses, and apartments, create a permanent "vacation" ambiance for residents. City beaches, parks (including Ft. Clinch, a sprawling State Park that includes a Civil War-era fort), a municipally owned golf course, and municipally owned airport provide only some of the amenities that make Fernandina Beach a wonderful place to live.

The City's economy continues to prosper and is expected to remain a favorite destination to vacation and spend time and money. As job opportunities continue to expand in Fernandina Beach and new residential options develop, the City's appeal as a location to purchase or rent a home increase. All indicators portray a City poised to capture both residential and commercial investors in 2020 and beyond.

Long Term Financial Planning

The City maintains a General Fund emergency reserve with a funding level equal to twenty percent (20%) of the budgeted General Fund departmental expenses. This was created to provide funding for disasters, emergencies or other exigent circumstances and is intended to buffer unforeseen economic changes.

Major Initiatives

The City's elected officials have strived to balance economic growth and the preservation of the environmental resources of the community. New programs, projects, and initiatives that have been developed or planned include:

- The Building Department has participated in the Community Rating System (CRS) of the National Flood Insurance Program. The department scheduled community outreach sessions to educate the public on protecting property and guidelines for natural flood plain management. This program will improve the City's floodplain rating and, as a result, reduce the cost of flood insurance to affected residents.
- The City passed a Conservation Ordinance and partnered with the North Florida Land Trust to identify parcels in the City to pursue for future conservation efforts. The City proposed and adopted in the FY19/20 Budget a one-time operating half mil (.5000) increase for the purpose of raising the funds needed to purchase land to place into conservation.
- The Commission approved a Waterfront Park concept and footprint. This concept will add a living shoreline, park amenities and events space while complementing the downtown business district.
- Construction efforts continued throughout the year to rebuild the City-owned Marina from damage sustained during Hurricane Matthew in October, 2016. This effort included new floating docks, anchor pilings and utilities.
- The City is developing a Waterfront Resiliency Master Plan. This document will enable the City to effectively plan future infrastructure investments to ensure the preservation of our historic coastal downtown from the effects of rising sea levels and flooding.
- The City-owned Utilities Department (water and wastewater) is expanding the use of solar energy to power water and wastewater plants. This expansion will significantly reduce operating expenses and has a thirty-year life expectancy.
- The City-owned Airport seeks to enhance and improve the above-ground aviation fuel farm. The project will provide a new 12,000-gallon Jet-A fuel tank with manifold connections and new 12,000-gallon AV-Gas fuel tank with fueling cabinet system, including, but not limited to, two new fuel recovery units, two new bollards, upgrades to electrical system and fuel piping system, new portable self-contained eye-wash station and relocation of existing QT Pod M4000.

The City sponsors a wide range of family-friendly seasonal events based on the criteria of community impact, longevity and feedback from the community. The Special Events Committee recommended the following events be considered as Community Events (negating applicable fees); Sounds on Centre, the Nassau Sports Association Fishing Rodeo, Petanque Amelia Island Open, Hometown Fourth of July, and the New Year's Eve Shrimp Drop. Fernandina Beach Main Street sponsors other similar events, selecting Dickens on Centre, the Amelia Island Concours d'Elegance Road Tour, the 8 Flags Car Show, and the Black Friday Pajama Party. Together, these events enhance the quality of life for residents and attract visitors and tourism.

Awards and Acknowledgements

The fiscal year ended September 30, 2019 represents the City of Fernandina Beach's first attempt to receive the Certificate of Achievement for Excellence in Financial Reporting (CAFR).

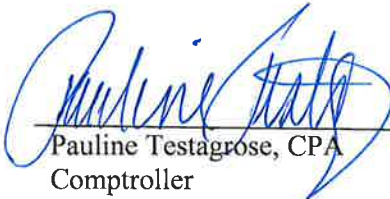
To be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized comprehensive annual financial report that conforms to program standards. The annual report must satisfy both generally accepted accounting principles and applicable legal requirements. We believe our current report conforms to the Certificate of Achievement program requirements, and we will submit it to the GFOA.

The preparation of this report was made possible by the efficient and dedicated service of the Finance Department staff. Sincere appreciation is expressed for the contributions made by all individuals in the preparation of this report. We also wish to thank the City's Independent Auditors, Purvis Gray & Company for their cooperation and review.

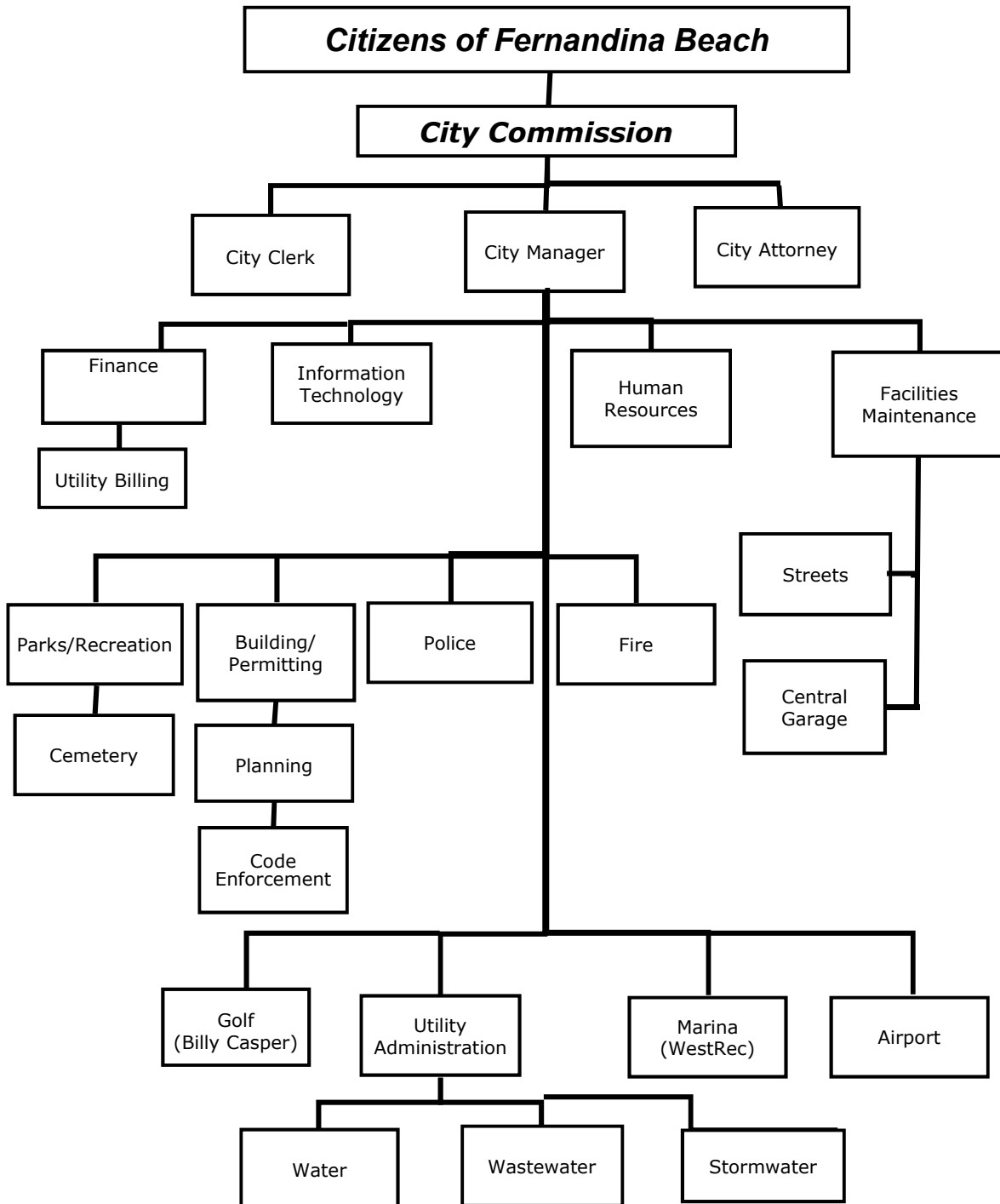
We would also like to thank the City Commission and Charter Officers for their commitment to prudent fiscal management practices that emphasize long-term financial stability.

Respectfully submitted,


Dale L. Martin
City Manager


Pauline Testagrose, CPA
Comptroller

City of Fernandina Beach
Organization Chart



CITY OF FERNANDINA BEACH, FLORIDA

OFFICIALS

AS OF SEPTEMBER 30, 2019

CITY COMMISSIONERS

John A. Miller, Mayor

Len Kreger, Vice-Mayor

Mike Lednovich

Philip A. Chapman III

Ronald “Chip” Ross

CITY MANAGER

Dale Martin

CITY CLERK

Caroline Best

CITY ATTORNEY

Tammi E. Bach

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernandina Beach, Florida (the City) as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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To the Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

INDEPENDENT AUDITOR'S REPORT

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 14 and required supplementary information on pages 55 through 70 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual non-major fund statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

To the Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

INDEPENDENT AUDITOR'S REPORT

The combining and individual non-major fund statements and schedules and the schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund statements and schedules and the schedule of expenditures of federal awards and state financial assistance are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 12, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in blue ink that reads "Purvis Gray". The signature is written in a cursive, flowing style.

March 12, 2020
Gainesville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019

The City of Fernandina Beach, Florida's (the City) financial statements are designed to provide the readers of the financial statements easy to understand information and analysis of the City's financial activities based on currently known facts, decisions and conditions. As management of the City, we offer the readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2019. The Management's Discussion and Analysis should be read in conjunction with the transmittal letter beginning on page i and the City's financial statements which immediately follow this discussion.

HIGHLIGHTS

Financial Highlights

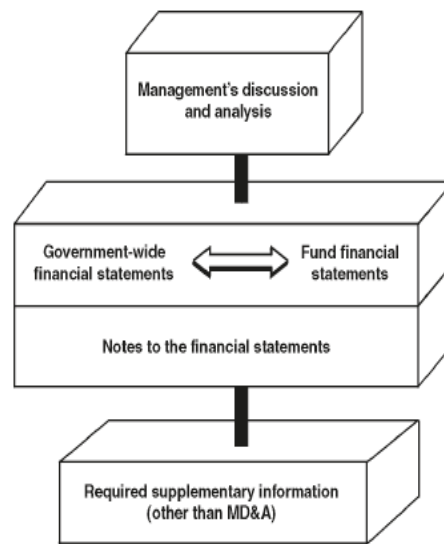
- The net position of the City exceeded its liabilities at the close of fiscal year 2019 by \$70,615,998. The Unrestricted portion of the City's Net Position is \$9,278,840. This compares to the Unrestricted Net Position last year of \$5,607,333.
- Revenues from Governmental activities increased by \$901,492 or 3.3% when compared to fiscal year 2018. Decreases in Charges for Services of (\$898,045) was partially offset by an increase in Property Taxes of \$755,340, while Operating Grants and Capital Grants Revenue increased \$588,623. The excess of Revenues and Other Financing Sources Over Expenditures and Other Financing Uses of \$1,782,632 in the General Fund compares to an excess of \$1,269,074 in 2018. The excess of Revenues and Other Financing Sources Over Expenditures and Other Financing Uses of \$1,205,749 for Total Governmental Funds compares to an excess of \$1,490,756 in 2018, a decrease of \$285,007. The decrease year over year is due primarily to proceeds from a capital lease during fiscal year 2018.
- Business-type activities (the City's enterprise funds) total revenues decreased by (\$1,128,905) or 5.1%. Golf Revenues increased \$34,725, Airport Operating Revenue and Capital Grants were (\$1,608,122) less than 2018, the Sewer and Water Fund's Operating Revenue and Contributions were \$457,126 more than 2018, the Stormwater Fund's Operating Revenue and Contributions increased by \$125,366 from 2018, and the Marina Operating Revenue and Capital Grants increased by \$4,701 year over year. Airport Grant Revenue was (\$1,809,339) less in 2019 than in 2018 due to the completion of the new airport terminal. Capital Grants increased by \$93,589 in the Stormwater Fund. Total Expenses for all Business-type activities increased \$787,891 or 5.5%, compared to 2018. This increase is primarily due to additional Stormwater projects and the Marina for construction related expenses due to the damage sustained during Hurricane Matthew (October 2016).
- The City's total debt including compensated absences and excluding the Pension Liability, increased by \$739,934 during the current fiscal year. The additional debt added during the fiscal year was a second Line of Credit for the Marina. This debt will be repaid with the FEMA reimbursement for the damages sustained during Hurricane Matthew. The Net Pension Liability decreased \$1,976,856 in 2019.
- The City decreased the total ad valorem property tax rate to 6.0482 mils, reducing the operating ad valorem tax rate from 6.0000 in 2018 to 5.8553 in 2019. This is in effect, a tax increase. Voter-approved debt millage decreased from .2097 in 2018 to .1929 in 2019. The adjusted taxable value (comparable) increased \$134.5 million. This was the fifth increase after six years of declining property tax values.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. As illustrated in the chart below, the financial section has three components: 1) management's discussion and analysis (this section); 2) the basic financial statements; and 3) required supplementary information. The report also contains other supplementary information in addition to the basic financial statements themselves.

Components of the Financial Section



Government-Wide Financial Statements

The Government-wide Statements are designed to provide readers with a broad overview of the City's finances, using accounting methods similar to those used by a private sector business. These statements also provide both long-term and short-term information about the City's overall financial status. The government-wide financial statements include the first two statements that follow this analysis, the statement of net position and the statement of activities.

The statement of net position presents information on all of the City's assets and liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. It provides a breakdown of revenues and expenses by function. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and inter-governmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The Governmental Activities reflects the City's basic services, including general government, police, fire, protective inspections, public works, cultural and recreation. The Business-type Activities reflect private sector-type operations, including water, wastewater, solid waste management, airport, marina and golf course. Fees are charged to customers to recover all or most of the cost of providing these services.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City has three types of funds: Governmental, Proprietary, and Fiduciary.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. Most of the City's basic services are reported in governmental funds (general, special revenue, debt service and capital projects). These funds use the modified accrual method of accounting which measures cash and other financial assets that may be readily converted to cash. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental fund financial statements is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains thirteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, community redevelopment fund, and capital improvement fund, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements located elsewhere in this report.

The City adopts an annual budget for all of its governmental funds. A budgetary comparison statement has been provided for the major governmental funds and general fund departments to demonstrate compliance with this budget.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

Proprietary funds

Services for which the City charges customers a fee are generally reported in proprietary funds. These funds, like governmental funds, provide both long-term and short-term financial information. The City maintains two different types of proprietary funds, enterprise funds, and internal service funds. Enterprise funds are the same as business-type activities, but the fund financial statements provide more detail and additional information, such as cash flows. The City uses enterprise funds to account for its golf course, airport, sanitation, sewer/water, stormwater, and marina operations. The City uses internal service funds to report activities that provide services for the City's other program activities. Vehicle maintenance activities, utility billing and utility administration are the three internal service funds. Because these services benefit both governmental activities and business-type activities, they have been included with governmental activities in the government-wide financial statements.

Proprietary fund reporting provides the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the airport, sanitation, sewer/water, and marina operations, all of which are considered to be major funds of the City. Data from the other three proprietary funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major proprietary funds is provided in the form of combining statements located elsewhere in this report.

Fiduciary funds

The City is the trustee, or fiduciary, for its employees' pension plans. The City is responsible for ensuring that the assets reported in these funds are used for their intended purpose. The City's fiduciary activities are reported in a separate Statement of Fiduciary Net Position and a separate Statement of Changes in Fiduciary Net Position. The City excludes these activities from the City's government-wide financial statements because the City cannot use these assets to finance its operations. The accounting for fiduciary funds is similar to accounting used for proprietary funds. Data from the two pension trust funds is combined into a single aggregated presentation. Individual fund data is provided in the form of combining statements elsewhere in this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 28 through 54 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's budget compliance.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

FINANCIAL ANALYSIS OF THE CITY AS A WHOLE

Summary of Net position

The following table presents the condensed Summary of Net Position for fiscal year 2019 and fiscal year 2018:

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FYE 2019	FYE 2018	FYE 2019	FYE 2018	FYE 2019	FYE 2018
Current and Other Assets	\$ 20,205,457	\$ 18,107,289	\$ 17,221,333	\$ 16,580,061	\$ 37,426,790	\$ 34,687,350
Capital Assets	26,615,029	26,421,022	63,638,108	59,291,252	90,253,137	85,712,274
Total Assets	46,820,486	44,528,311	80,859,441	75,871,313	127,679,927	120,399,624
Deferred Outflows of Resources	4,668,097	4,646,282	949,773	1,055,583	5,617,870	5,701,865
Current Liabilities	1,350,593	1,761,160	1,527,186	1,802,743	2,877,779	3,563,903
Non-Current Liabilities	17,737,890	20,636,525	40,348,613	38,686,900	58,086,503	59,323,425
Total Liabilities	19,088,483	22,397,685	41,875,799	40,489,643	60,964,282	62,887,328
Deferred Inflows of Resources	1,541,825	732,319	175,692	166,118	1,717,517	898,437
Net Position:						
Net Investment in Capital Assets	24,367,016	23,584,000	26,496,040	24,293,174	50,863,056	47,877,174
Restricted	8,287,039	7,320,960	2,187,063	1,510,257	10,474,102	8,831,217
Unrestricted	(1,795,780)	(4,860,371)	11,074,620	10,467,704	9,278,840	5,607,333
Total Net Position	\$ 30,858,275	\$ 26,044,589	\$ 39,757,723	\$ 36,271,135	\$ 70,615,998	\$ 62,315,724

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of September 30, 2019, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$70,615,998.

The majority of the City's net position (72.0%) reflects its investment in capital assets, less any outstanding related debt and deferred outflow/inflows used to acquire those assets. The City uses these capital assets to provide services to the citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (14.8%) represents resources that are subject to external restrictions on how they may be used, such as debt or capital projects (restricted assets). The remaining balance of unrestricted net position (13.1%) may be used to meet the City's ongoing obligations to its citizens.

At the end of the current fiscal year, the City can report a positive balance in all three categories on net position for the business-type activities and positive balances in two of the three categories of net position (net investment in capital assets and restricted) for the governmental activities.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

There was an overall increase in net position of \$8,300,274 for the current fiscal year. The increase of \$4,813,686 in the governmental activities is primarily due to a reduction of overall expenses. The increase of \$3,486,588 in business activities is primarily due to Airport and Water and Sewer revenues.

Summary of Activities

The following table presents the condensed Summary of Activities for fiscal year 2019 and fiscal year 2018:

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FYE 2019	FYE 2018	FYE 2019	FYE 2018	FYE 2019	FYE 2018
REVENUES						
Program Revenues:						
Charges for Services	\$ 5,112,727	\$ 6,010,772	\$ 17,258,328	\$ 16,632,030	\$ 22,371,055	\$ 22,642,802
Operating Grants and Contrib.	2,966,057	2,313,984	216,618	13,562	3,182,675	2,327,546
Capital Grants and Contrib.	-	63,450	1,017,264	2,842,464	1,017,264	2,905,914
General Revenues:						
Property Taxes	12,859,437	12,104,097			12,859,437	12,104,097
Franchise and Utility Taxes	3,296,296	3,234,806			3,296,296	3,234,806
Sales and Use Taxes	3,090,509	2,819,107			3,090,509	2,819,107
Other Taxes (Insur Premium)	247,774	225,101			247,774	225,101
State Revenue Sharing	357,847	341,595			357,847	341,595
Investment Earnings	174,403	90,392	148,971	38,213	323,374	128,605
Other	218,561	218,815	88,374	332,191	306,935	551,006
Total Revenues	28,323,611	27,422,119	18,729,555	19,858,460	47,053,166	47,280,579
EXPENSES						
Program Activities						
Governmental Activities:						
General Government	4,794,176	4,645,880			4,794,176	4,645,880
Public Safety	11,595,342	11,077,039			11,595,342	11,077,039
Physical Environment	1,506,579	1,639,299			1,506,579	1,639,299
Transportation	2,694,817	3,403,051			2,694,817	3,403,051
Economic Environment	77,153	783,494			77,153	783,494
Human Services	55,418	52,811			55,418	52,811
Culture and Recreation	2,813,869	2,631,741			2,813,869	2,631,741
Interest	54,271	73,810			54,271	73,810
Business-type Activities:						
Golf			1,701,757	1,644,592	1,701,757	1,644,592
Airport			1,423,977	1,474,615	1,423,977	1,474,615
Sanitation			2,377,519	2,362,448	2,377,519	2,362,448
Sewer & Water			7,324,589	7,562,630	7,324,589	7,562,630
Stormwater			1,175,464	649,258	1,175,464	649,258
Marina			1,157,961	679,833	1,157,961	679,833
Total Expenses	23,591,625	24,307,125	15,161,267	14,373,376	38,752,892	38,680,501
Change in net position before transfers	4,731,986	3,114,994	3,568,288	5,485,084	8,300,274	8,600,078
Transfers	81,700	58,685	(81,700)	(58,685)	-	-
Change in Net Position	4,813,686	3,173,679	3,486,588	5,426,399	8,300,274	8,600,078
Net Position, beginning	26,044,589	22,870,910	36,271,135	30,844,736	62,315,724	53,715,646
Net Position, ending	\$ 30,858,275	\$ 26,044,589	\$ 39,757,723	\$ 36,271,135	\$ 70,615,998	\$ 62,315,724

**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

Revenues

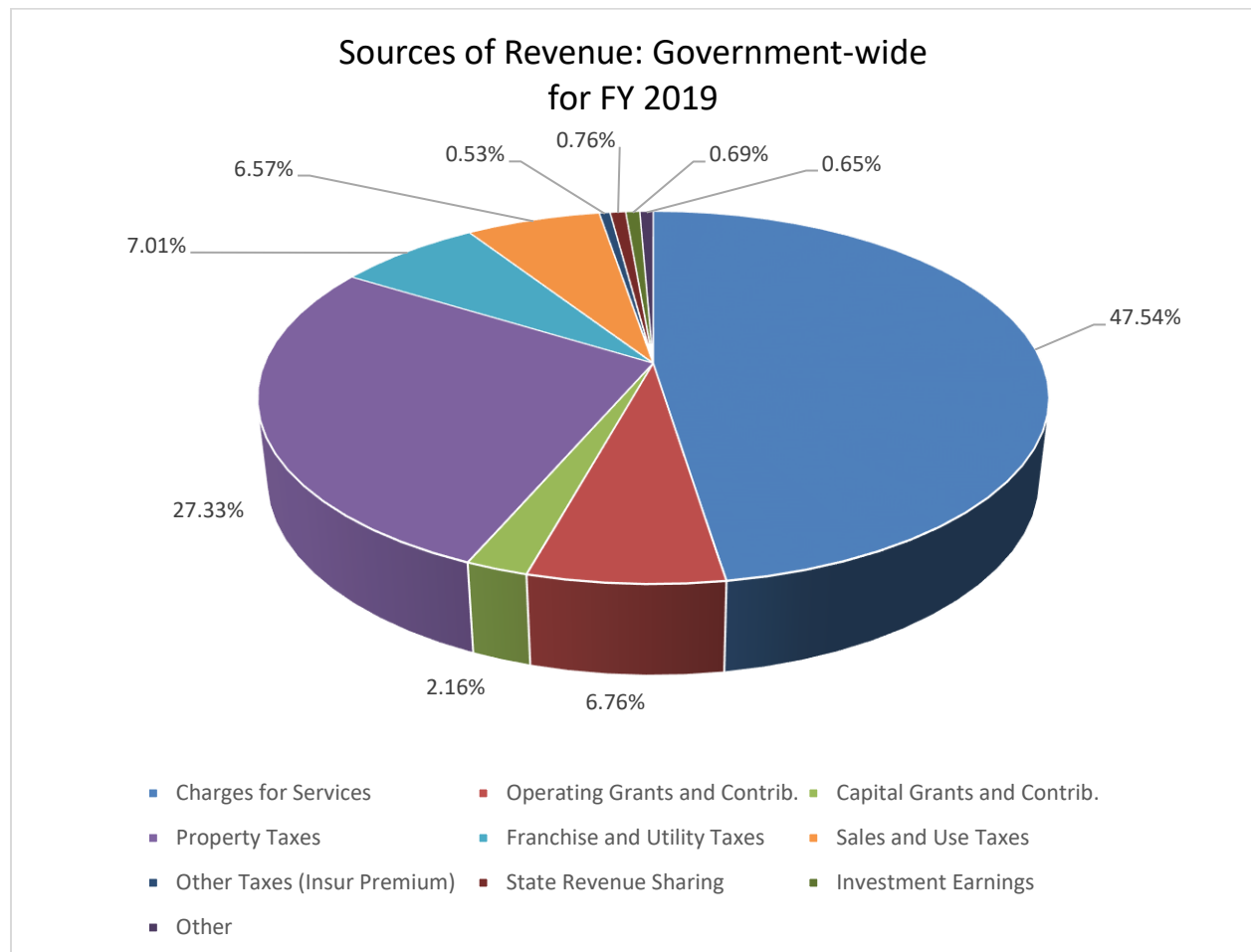
For the fiscal year ended September 30, 2019, revenues from governmental activities totaled \$28,323,611.

The City's property tax revenue was \$12,859,437, an increase of \$755,340 or 6.2% compared to the previous fiscal year. The City's taxable value increased \$134.5 million on a comparable basis while the City lowered the millage rate.

Charges for services remained relatively flat over the prior fiscal year due to an increase in airport and water and sewer revenue offset by a decline in building permit and impact fee revenue.

Operating grants and contributions increased by \$855,129 due to the receipt of FEMA federal and state grant funds.

Revenue from capital grants and contributions decreased by \$1,888,650 from fiscal 2018, due to the completion of the Airport Terminal that was partially grant funded.

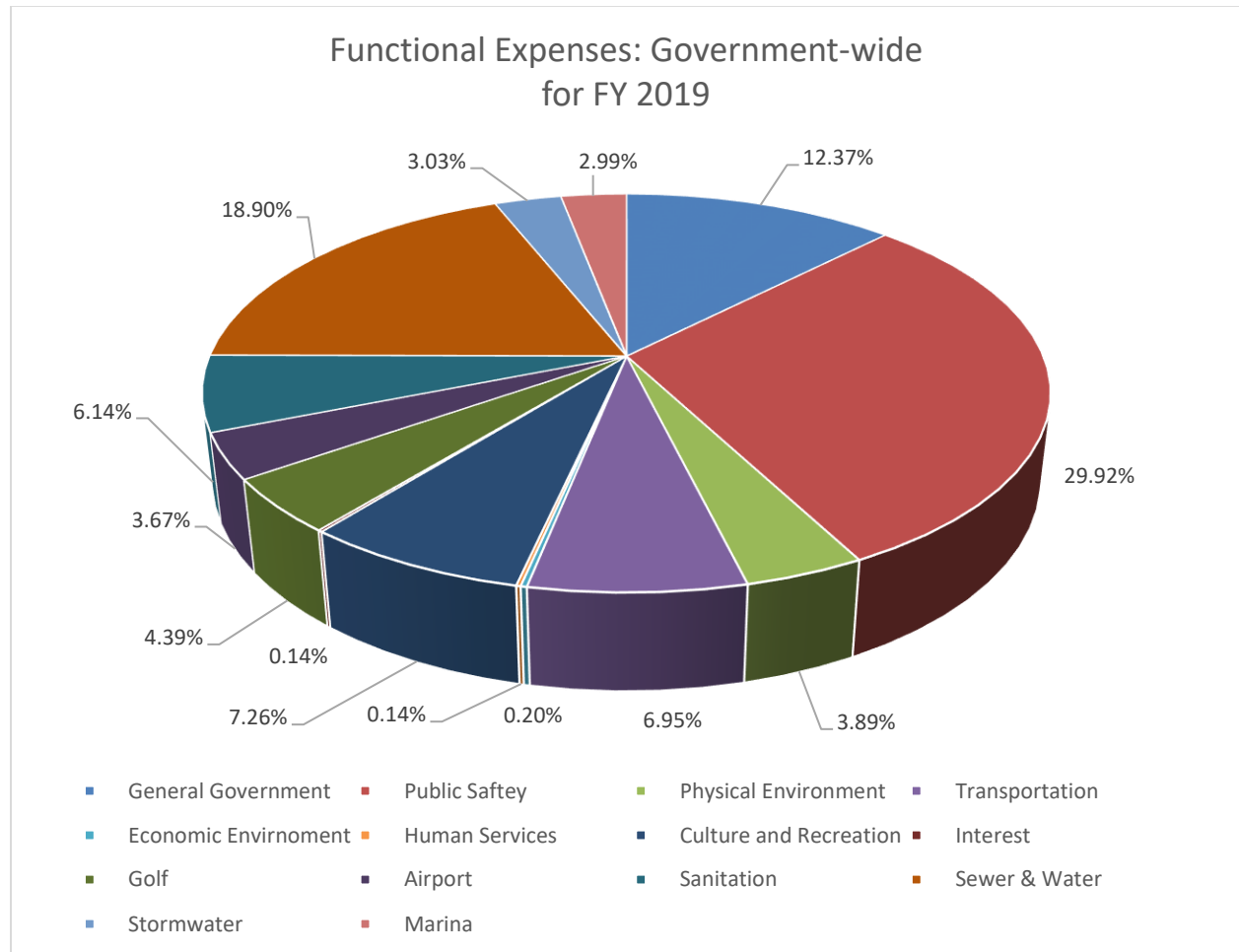


**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

Expenses

For the fiscal year ended September 30, 2019, expenses for governmental activities totaled \$23,591,625, a decrease of \$715,500 from the prior fiscal year due to expenses relating to Hurricane Irma (September 2017).

Expenses for the City's business-type activities, which provide water, sewer, sanitation, stormwater services and airport, golf and marina operations, totaled \$15,161,267 an increase of \$787,891 from fiscal year 2018. This increase is primarily due to increased operating expenses, depreciation expense and dredging of the Marina.



MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

For the fiscal year ended September 30, 2019, the governmental funds reflect a combined fund balance of \$17,582,319, an increase of \$1,205,749 compared to the prior year. Approximately 96.5% of this total amount (\$16,964,267) represents spendable fund balance. The remainder of fund balance is non-spendable and not available for new spending because it has already been committed for prepaid items (\$618,052). The other governmental funds fund balance increased by \$930,139 due to the collection of impact fees, public safety and the cemetery. The Capital Improvements Fund had a decrease in fund balance of (\$1,515,715) due to the construction of various park improvements, dredging, beach renourishment, and new streets and sidewalks. Reimbursement of \$664,651 for the beach renourishment project was not received within 60 days after year-end and, therefore, will not increase fund balance until fiscal year 2020. The General Fund had an increase in fund balance of \$1,782,632 due to excess revenues over expenses, building inspection reserve and an increase in the reserve for emergencies.

GENERAL FUND BUDGETARY HIGHLIGHTS

The original budget was amended to account for \$28,589 in an additional fire safety grant award. The largest change in the General Fund appropriations between the adopted budget and the amended budget was due to the increase of \$98,589 for information and technology equipment and contractual services of \$70,000 in parks and recreation for expenses relating to beach cleaning. This was partially offset by a reduction of \$70,000 in the transfer to the Capital Project Fund due to reprioritizing projects.

General Fund			
	Original Budget	Final Budget	Actual Amounts
Revenues:			
Taxes, Licenses, and Permits	\$ 18,411,710	\$ 18,411,710	\$ 18,919,205
Intergovernmental	1,514,375	1,514,375	2,391,989
Fines and Forfeitures	23,700	23,700	39,082
Charges for Services	1,348,943	1,348,943	1,416,095
Other	148,944	177,533	245,079
Total	<u>21,447,672</u>	<u>21,476,261</u>	<u>23,011,450</u>
Expenditures	<u>22,133,603</u>	<u>22,232,192</u>	<u>21,006,409</u>
Excess of revenues over (under) expenditures	<u>(685,931)</u>	<u>(755,931)</u>	<u>2,005,041</u>
Other Financing sources (uses):			
Transfers in	2,391,000	2,391,000	2,391,000
Transfers (out)	<u>(2,625,020)</u>	<u>(2,555,020)</u>	<u>(2,667,417)</u>
Total	<u>(234,020)</u>	<u>(164,020)</u>	<u>(276,417)</u>
Net change in Fund Balance	<u><u>(919,951)</u></u>	<u><u>(919,951)</u></u>	<u><u>1,728,624</u></u>

Actual General Fund revenue increase \$1,535,189 when compared to the amended budget. This was primarily due to increased revenues received for taxes, licenses, permits and intergovernmental. Actual General Fund expenditures decreased by \$1,225,783 when compared to the amended budget. This favorable variance was due to decreases in general government \$309,709, public safety for \$423,598, culture and recreation for \$285,299 and all others \$207,177.

MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019

CAPITAL ASSETS

The City's capital assets for its governmental and business-type activities at the end of the fiscal year 2019 totaled \$90,253,137 (net of accumulated depreciation). Approximately 29.5% or 26,615,029 is related to governmental activities and includes land, construction in progress, building and improvements, machinery and equipment and infrastructure. Capital assets held by the City at the end of the current fiscal year are summarized as follows:

Capital Assets at Year-End (Net of Accumulated depreciation)						
	Governmental Activities		Business-Type		Total	
	2019	2018	2019	2018	2019	2018
Land	\$ 10,648,834	\$ 10,648,834	\$ 1,539,770	\$ 1,433,925	\$ 12,188,604	\$ 12,082,759
Construction in Progress	350,793	428,278	7,255,078	1,489,304	7,605,871	1,917,582
Building and Improvements	7,709,524	7,515,168	52,954,438	54,503,207	60,663,962	62,018,375
Machinery and Equipment	3,790,239	3,338,814	1,888,822	1,864,816	5,679,061	5,203,630
Infrastructure	4,115,639	4,489,928			4,115,639	4,489,928
Total	\$ 26,615,029	\$ 26,421,022	\$ 63,638,108	\$ 59,291,252	\$ 90,253,137	\$ 85,712,274

In the governmental funds major additions included 8 police and fire vehicles, 6 facilities and street trucks, 2 grasshopper mowers, a scissor lift, boom mower, John Deere Wheel Loader, new parks playground equipment, shade structures, 2 pickleball courts with lighting, a new basketball court and the historic Peck Center windows and doors.

In the business-type funds major additions included 2 mowers, a groomer, AWOS weather system, hangar rehabilitation, fuel farm rehabilitation, 3 vehicles, a caterpillar backhoe, dump truck, new marina southern attenuator and docks, gravity line rehabilitation, submersible pumps, and various other utility and stormwater improvement projects.

More detailed information about the City's capital assets is presented in Note 6 of the financial statements.

LONG-TERM DEBT

At the end of the fiscal year, the City had total long-term debt outstanding of \$58,086,503. Of this amount, \$32,860,217 represents bonds and a direct borrowing secured solely by specified revenue sources. More detailed information about the City's long-term debt is presented in Note 8 to the financial statements.

The Series 2013A utility bonds were upgraded during fiscal year 2019 from an A2 rating to an A1 rating by Moody's Investor Services. The upgrade reflects the utility's solid financial position and liquidity supported by annual rate increases, strong annual debt service coverage and sufficient capacity.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
CITY OF FERNANDINA BEACH, FLORIDA
SEPTEMBER 30, 2019**

The City added an additional letter of credit Series 2019 in the amount of \$3,000,000 for continued construction of the Northern Attenuator at the Marina. The pledged revenue primarily consists of FEMA reimbursements and non-ad valorem revenues.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

According to the Nassau County Property Appraiser the City of Fernandina Beach's current gross taxable value is \$2,516,326,955. This represents an increase of 12.7% or \$316,856,242 when compared to the prior year. The City's millage rate of \$6.3553 adopted for fiscal year 2020 is expected to generate \$15,758,890. There was a one-time .5 mil increase for the sole purpose of purchasing land for conservation. This increase is estimated to generate \$1,207,000. The above increases are evidence that the outlook for fiscal 2020 is good and the overall economy is strong and continues to grow.

REQUEST FOR INFORMATION

The City's financial statements are designed to present users (citizens, taxpayers, customers, investors and creditors) with a general overview of the City's finances and to demonstrate the City's accountability. If you have any questions about the report or need additional financial information, contact the City's Comptroller at City of Fernandina Beach, 204 Ash Street, Fernandina Beach, Florida 32034.

BASIC FINANCIAL STATEMENTS

STATEMENT OF NET POSITION
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and Investments	\$ 16,704,997	\$ 12,441,430	\$ 29,146,427
Receivables, Net	433,610	1,633,829	2,067,439
Due from Other Governments	2,404,915	361,104	2,766,019
Inventories	43,883	75,255	119,138
Prepays	618,052	12,536	630,588
Restricted Assets:			
Cash and Investments	-	2,697,179	2,697,179
Capital Assets:			
Non-Depreciable	10,999,627	8,794,848	19,794,475
Depreciable, Net	15,615,402	54,843,260	70,458,662
Total Assets	46,820,486	80,859,441	127,679,927
Deferred Outflows of Resources			
Unamortized Refunding Loss	-	113,468	113,468
Pension Related	4,046,309	705,403	4,751,712
OPEB Related	621,788	130,902	752,690
Total Deferred Outflows of Resources	4,668,097	949,773	5,617,870
Liabilities			
Accounts Payable and Accrued Expenses	874,898	655,182	1,530,080
Due to Other Governments	399,884	-	399,884
Unearned Revenue	66,123	318,180	384,303
Accrued Interest	9,688	141,966	151,654
Deposits	-	411,858	411,858
Long-Term Liabilities:			
Due Within One Year	2,467,583	2,304,329	4,771,912
Due in More Than One Year	15,270,307	38,044,284	53,314,591
Total Liabilities	19,088,483	41,875,799	60,964,282
Deferred Inflows of Resources			
Pension Related	1,320,891	129,180	1,450,071
OPEB Related	220,934	46,512	267,446
Total Deferred Inflows of Resources	1,541,825	175,692	1,717,517
Net Position			
Net Investment in Capital Assets	24,367,016	26,496,040	50,863,056
Restricted for:			
Building Inspection	3,250,862	-	3,250,862
Public Safety	289,518	-	289,518
Land Conservation	50	-	50
Community Development	134,920	-	134,920
Debt Service	-	131,250	131,250
Capital Improvements	4,611,689	2,055,813	6,667,502
Unrestricted	(1,795,780)	11,074,620	9,278,840
Total Net Position	\$ 30,858,275	\$ 39,757,723	\$ 70,615,998

See accompanying notes.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

Function/Program Activities	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities							
General Government	\$ 4,794,176	\$ 223,716	\$ 22,867	\$ -	\$ (4,547,593)	\$ -	\$ (4,547,593)
Public Safety	11,595,342	3,107,967	670,212	-	(7,817,163)	-	(7,817,163)
Physical Environment	1,506,579	185,444	789,938	-	(531,197)	-	(531,197)
Transportation	2,694,817	-	1,483,040	-	(1,211,777)	-	(1,211,777)
Economic Environment	77,153	-	-	-	(77,153)	-	(77,153)
Human Services	55,418	-	-	-	(55,418)	-	(55,418)
Culture and Recreation	2,813,869	1,595,600	-	-	(1,218,269)	-	(1,218,269)
Interest on Long-Term Debt	54,271	-	-	-	(54,271)	-	(54,271)
Total Governmental Activities	23,591,625	5,112,727	2,966,057	-	(15,512,841)	-	(15,512,841)
Business-Type Activities							
Golf	1,701,757	1,327,190	4,708	-	-	(369,859)	(369,859)
Airport	1,423,977	875,909	208,292	254,553	-	(85,223)	(85,223)
Sanitation	2,377,519	2,385,670	-	-	-	8,151	8,151
Sewer and Water	7,324,589	11,664,072	-	328,938	-	4,668,421	4,668,421
Stormwater	1,175,464	879,548	-	115,742	-	(180,174)	(180,174)
Marina	1,157,961	125,939	3,618	318,031	-	(710,373)	(710,373)
Total Business-Type Activities	15,161,267	17,258,328	216,618	1,017,264	-	3,330,943	3,330,943
Total Government Activities	\$ 38,752,892	\$ 22,371,055	\$ 3,182,675	\$ 1,017,264	(15,512,841)	3,330,943	(12,181,898)
General Revenues							
Property Taxes					12,859,437	-	12,859,437
Franchise and Utility Taxes					3,296,296	-	3,296,296
Half-Cent Sales Tax					910,955	-	910,955
State Revenue Sharing					357,847	-	357,847
Discretionary Sales Surtax					1,847,705	-	1,847,705
Local Option Gas Tax					331,849	-	331,849
Insurance Premium Tax					247,774	-	247,774
Other Miscellaneous					218,561	88,374	306,935
Investment Earnings					174,403	148,971	323,374
Transfers					81,700	(81,700)	-
Total General Revenues and Transfers					20,326,527	155,645	20,482,172
Change in Net Position					4,813,686	3,486,588	8,300,274
Net Position, Beginning of Year					26,044,589	36,271,135	62,315,724
Net Position, End of Year					\$ 30,858,275	\$ 39,757,723	\$ 70,615,998

See accompanying notes.

BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	General Fund	Community Redevelopment Fund	Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
Assets					
Cash and Investments	\$ 10,363,492	\$ 22,006	\$ -	\$ 6,319,499	\$ 16,704,997
Accounts Receivable, Net of Allowance for Uncollectible Accounts	433,408	-	-	-	433,408
Due from Other Funds	671,875	-	-	-	671,875
Due from Other Governments	1,138,631	-	1,247,146	19,138	2,404,915
Prepaid Expenses	618,052	-	-	-	618,052
Total Assets	13,225,458	22,006	1,247,146	6,338,637	20,833,247
Liabilities, Deferred Inflows of Resources and Fund Balances					
Liabilities					
Accounts Payable and Accrued Expenses	863,366	-	-	1,565	864,931
Due to Other Governments	-	-	399,884	-	399,884
Due to Other Funds	-	-	627,200	-	627,200
Unearned Revenue	66,123	-	-	-	66,123
Total Liabilities	929,489	-	1,027,084	1,565	1,958,138
Deferred Inflows of Resources					
Unavailable Revenues	628,139	-	664,651	-	1,292,790
Total Deferred Inflows of Resources	628,139	-	664,651	-	1,292,790
Fund Balances					
Non-Spendable:					
Prepays	618,052	-	-	-	618,052
Restricted for:					
Building Inspection	3,250,862	-	-	-	3,250,862
Public Safety	2,306	-	-	287,212	289,518
Land Conservation	-	-	-	50	50
Community Development	-	22,006	-	112,914	134,920
Capital Improvements	-	-	-	4,611,689	4,611,689
Committed for:					
Conservation and Resource Management	-	-	-	168,223	168,223
Historical District Trust	-	-	-	9,016	9,016
Greenway Trust	1,115	-	-	-	1,115
Cemetery	-	-	-	1,091,248	1,091,248
Emergencies	4,547,646	-	-	-	4,547,646
Assigned for:					
Cemetery	-	-	-	52,256	52,256
Debt Service	-	-	-	4,464	4,464
Subsequent Year's Budget	728,532	-	-	-	728,532
Unassigned	2,519,317	-	(444,589)	-	2,074,728
Total Fund Balances	11,667,830	22,006	(444,589)	6,337,072	17,582,319
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 13,225,458	\$ 22,006	\$ 1,247,146	\$ 6,338,637	\$ 20,833,247

See accompanying notes.

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

Fund Balance - Total Governmental Funds		\$ 17,582,319
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.		26,237,521
Certain receivables are not available for use in the current period and, therefore, are not recognized as revenues in governmental funds.		1,292,790
Certain pension related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the pension plan made after the measurement date:		
Deferred Outflows Related to Pensions and OPEB	\$ 4,668,097	
Deferred Inflows Related to Pensions and OPEB	<u>(1,541,825)</u>	3,126,272
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
Long-Term Liabilities	(17,719,379)	
Accrued Interest	<u>(9,688)</u>	(17,729,067)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of internal service funds are reported with governmental activities.		<u>348,440</u>
Net Position of Governmental Activities		<u><u>\$ 30,858,275</u></u>

See accompanying notes.

**STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	General Fund	Community Redevelopment Fund	Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
Revenues					
Taxes, Licenses, and Permits	\$ 20,772,556	\$ 8,652	\$ -	\$ 1,277,259	\$ 22,058,467
Intergovernmental	2,391,989	-	247,320	127,653	2,766,962
Charges for Services	1,416,095	-	-	182,004	1,598,099
Fines and Forfeitures	39,222	-	-	175,107	214,329
Other	245,596	41	7,503	69,458	322,598
Total Revenues	24,865,458	8,693	254,823	1,831,481	26,960,455
Expenditures					
Current:					
General Government	4,691,849	-	630	146	4,692,625
Public Safety	11,190,940	-	-	67,694	11,258,634
Physical Environment	-	-	1,150,575	356,004	1,506,579
Transportation	1,980,456	-	165,570	-	2,146,026
Economic Environment	74,459	-	-	-	74,459
Human Services	55,418	-	-	-	55,418
Culture and Recreation	2,285,030	-	-	-	2,285,030
Debt Service:					
Principal	115,497	-	675,842	395,000	1,186,339
Interest	5,011	-	25,223	28,698	58,932
Capital Outlay	607,749	-	1,363,398	601,217	2,572,364
(Total Expenditures)	(21,006,409)	-	(3,381,238)	(1,448,759)	(25,836,406)
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,859,049	8,693	(3,126,415)	382,722	1,124,049
Other Financing Sources (Uses)					
Transfers in	591,000	-	1,610,700	547,988	2,749,688
Transfers (out)	(2,667,417)	-	-	(571)	(2,667,988)
Total Other Financing Sources (Uses)	(2,076,417)	-	1,610,700	547,417	81,700
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	1,782,632	8,693	(1,515,715)	930,139	1,205,749
Fund Balances, Beginning of Year	9,885,198	13,313	1,071,126	5,406,933	16,376,570
Fund Balances, End of Year	\$ 11,667,830	\$ 22,006	\$ (444,589)	\$ 6,337,072	\$ 17,582,319

See accompanying notes.

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO
THE STATEMENT OF ACTIVITIES
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

**Amounts Reported for Governmental Activities in the Statement of Activities
are Different Because:**

Net Change in Fund Balance - Total Governmental Funds	\$	1,205,749
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:

Expenditures for Capital Assets	\$ 2,572,364		
Loss on Disposal of Fixed Assets	(50,994)		
(Current Year Depreciation)	<u>(2,308,401)</u>		212,969

Repayments of installment/bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position:

Repayments of Principal		1,186,339
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Certain revenues in the Statement of Activities are not considered available current financial resources and, therefore, are not reported as revenue in the governmental funds.		1,292,790
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds:

Net Pension Liability	1,773,177		
Compensated Absences	8,596		
Other Postemployment Benefits	(65,301)		
Accrued Interest Payable	<u>4,661</u>		1,721,133

Certain pension and OPEB related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the pension plan made after the measurement date:

Change in Deferred Outflows Related to Pensions and OPEB	21,815		
Change in Deferred Inflows Related to Pensions and OPEB	<u>(809,506)</u>		(787,691)

Internal service funds are used by management to charge the cost of certain activities, such as the costs of the central garage, to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.

Change in Net Position of Governmental Activities	\$	<u>4,813,686</u>
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See accompanying notes.

**STATEMENT OF FUND NET POSITION
 PROPRIETARY FUNDS
 SEPTEMBER 30, 2019
 CITY OF FERNANDINA BEACH, FLORIDA**

	Airport Fund	Sanitation Fund	Sewer and Water Fund	Marina Fund	Other Enterprise Funds	Total	Internal Services Fund
Assets							
Current Assets:							
Cash and Investments	\$ 649,279	\$ 222,018	\$ 11,325,911	\$ 1,113	\$ 111,146	\$ 12,309,467	\$ 131,963
Accounts Receivable, Net of Allowance for Uncollectible Accounts	57,651	303,626	1,157,744	631	106,900	1,626,552	7,479
Due from Other Governments	114,724	-	-	130,638	115,742	361,104	-
Due from Other Funds	-	-	4,609,323	-	-	4,609,323	-
Prepaid Expenses	672	-	975	-	9,158	10,805	1,731
Inventories	-	-	31,397	-	43,858	75,255	43,883
Total Current Assets	822,326	525,644	17,125,350	132,382	386,804	18,992,506	185,056
Non-Current Assets:							
Restricted Cash and Investments	17,850	63,382	2,592,251	-	23,696	2,697,179	-
Capital Assets, Net, Where Applicable, of Accumulated Depreciation	17,033,072	-	30,539,445	8,337,293	7,594,776	63,504,586	511,030
Total Non-Current Assets	17,050,922	63,382	33,131,696	8,337,293	7,618,472	66,201,765	511,030
Total Assets	17,873,248	589,026	50,257,046	8,469,675	8,005,276	85,194,271	696,086
Deferred Outflows of Resources							
Unamortized Loss on Refunding	-	-	113,468	-	-	113,468	-
Pension Related	44,493	-	561,328	-	99,582	705,403	-
OPEB Related	7,700	-	96,251	-	26,951	130,902	-
Total Deferred Outflows of Resources	52,193	-	771,047	-	126,533	949,773	-

See accompanying notes.

STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

	Airport Fund	Sanitation Fund	Sewer and Water Fund	Marina Fund	Other Enterprise Funds	Total	Internal Services Fund
Liabilities							
Current Liabilities:							
Accounts Payable and Accrued Expenses	\$ 57,552	\$ 343,022	\$ 79,938	\$ 13,687	\$ 146,936	\$ 641,135	\$ 24,014
Current Portion of Revenue Bonds and Notes	79,000	-	1,575,000	344,000	109,294	2,107,294	-
Accrued Interest	2,967	-	98,258	39,370	1,371	141,966	-
Customer Deposits	17,850	63,382	306,930	-	23,696	411,858	-
Due to Other Funds	-	-	-	3,349,077	1,260,246	4,609,323	44,675
Unearned Revenue	234,651	-	-	-	83,529	318,180	-
Compensated Absences	30,584	-	113,554	-	19,411	163,549	51,997
Total Current Liabilities	422,604	406,404	2,173,680	3,746,134	1,644,483	8,393,305	120,686
Non-Current Liabilities:							
Revenue Bonds and Notes Payable	1,153,000	-	26,856,330	2,208,000	110,910	30,328,240	-
Line of Credit Payable	-	-	-	4,820,002	-	4,820,002	-
Other Postemployment Benefits	26,179	-	327,226	-	91,624	445,029	-
Net Pension Liability	154,595	-	1,950,408	-	346,010	2,451,013	-
Total Non-Current Liabilities	1,333,774	-	29,133,964	7,028,002	548,544	38,044,284	-
Total Liabilities	1,756,378	406,404	31,307,644	10,774,136	2,193,027	46,437,589	120,686
Deferred Inflows of Resources							
Pension Related	8,148	-	102,796	-	18,236	129,180	-
OPEB Related	2,736	-	34,200	-	9,576	46,512	-
Total Deferred Inflows of Resources	10,884	-	136,996	-	27,812	175,692	-
Net Position							
Net Investment in Capital Assets	15,801,072	-	2,221,583	965,291	7,374,572	26,362,518	511,030
Restricted	-	-	2,187,063	-	-	2,187,063	-
Unrestricted	357,107	182,622	15,174,807	(3,269,752)	(1,463,602)	10,981,182	64,370
Total Net Position	\$ 16,158,179	\$ 182,622	\$ 19,583,453	\$ (2,304,461)	\$ 5,910,970	39,530,763	\$ 575,400
Adjustment to Reflect the Consolidation of Internal Service Fund Activities						226,960	
Net Position of Business-Type Activities						\$ 39,757,723	

See accompanying notes.

**STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Airport Fund	Sanitation Fund	Sewer and Water Fund	Marina Fund	Other Enterprise Funds	Total	Internal Services Fund
Operating Revenues							
Charges for Services	\$ 3,433	\$ 2,385,670	\$ 9,993,349	\$ -	\$ 2,206,738	\$ 14,589,190	\$ 1,733,775
Fees, Rentals, and Other	872,476	-	1,670,723	125,939	-	2,669,138	1,973
Total Operating Revenues	875,909	2,385,670	11,664,072	125,939	2,206,738	17,258,328	1,735,748
Operating Expenses							
Personnel Services	266,484	-	1,533,111	112,680	719,546	2,631,821	892,283
Materials, Supplies, and Other	280,487	2,377,519	2,438,720	797,743	1,612,232	7,506,701	800,385
Depreciation and Amortization	839,344	-	2,280,590	62,798	536,734	3,719,466	107,306
(Total Operating Expenses)	(1,386,315)	(2,377,519)	(6,252,421)	(973,221)	(2,868,512)	(13,857,988)	(1,799,974)
Operating (Loss) Income	(510,406)	8,151	5,411,651	(847,282)	(661,774)	3,400,340	(64,226)
Non-Operating Revenues (Expense)							
Interest Income	-	2,678	145,704	-	330	148,712	261
Intergovernmental Revenue	208,292	-	-	3,618	4,708	216,618	-
Gain on Sale of Capital Assets	-	-	52,696	-	-	52,696	65,751
Other Non-Operating Income (Expense)	8,534	20,657	5,901	843	-	35,935	3,210
Interest Expense	(37,662)	-	(1,118,246)	(184,740)	(8,709)	(1,349,357)	-
Total Non-Operating Revenues (Expense)	179,164	23,335	(913,945)	(180,279)	(3,671)	(895,396)	69,222
(Loss) Income Before Contributions and Operating Transfers	(331,242)	31,486	4,497,706	(1,027,561)	(665,445)	2,504,944	4,996
Capital Grants and Contributions	254,553	-	328,938	318,031	115,742	1,017,264	-
Transfers							
Transfers in	-	-	-	300,000	220,000	520,000	15,000
Transfers (out)	-	(51,000)	(540,000)	-	-	(591,000)	(25,700)
Total Transfers	-	(51,000)	(540,000)	300,000	220,000	(71,000)	(10,700)
Change in Net Position	(76,689)	(19,514)	4,286,644	(409,530)	(329,703)	3,451,208	(5,704)
Net Position, Beginning of Year	16,234,868	202,136	15,296,809	(1,894,931)	6,240,673	36,079,555	581,104
Net Position, End of Year	\$ 16,158,179	\$ 182,622	\$ 19,583,453	\$ (2,304,461)	\$ 5,910,970	\$ 39,530,763	\$ 575,400
Change in Net Position - Above						\$ 3,451,208	
Internal Service Fund Activities in the Enterprise Funds						35,380	
Change in Net Position of Business-Type Activities						\$ 3,486,588	

See accompanying notes.

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	Airport Fund	Sanitation Fund	Sewer and Water Fund	Marina Fund	Other Enterprise Funds	Total	Internal Services Fund
Cash Flows from Operating Activities							
Cash Received from Customers and Others	\$ 827,535	\$ 2,366,923	\$ 11,545,367	\$ 211,804	\$ 2,201,459	\$ 17,153,088	\$ 3,210
Cash Received for Interfund Services	-	-	-	-	-	-	1,733,202
Cash Paid to Suppliers	(686,401)	(2,109,374)	(1,657,107)	(794,797)	(1,506,941)	(6,754,620)	(800,115)
Cash Paid for Interfund Services	(23,010)	(92,000)	(837,948)	-	(44,685)	(997,643)	-
Cash Paid to Employees	(204,169)	-	(2,051,491)	(112,680)	(456,247)	(2,824,587)	(890,210)
Net Cash Provided by (Used in) Operating Activities	(86,045)	165,549	6,998,821	(695,673)	193,586	6,576,238	46,087
Cash Flows from Non-Capital Financing Activities							
Due to/from Other Funds	(294)	-	(2,325,318)	2,299,077	25,132	(1,403)	21,193
Operating Transfers in	-	-	-	300,000	220,000	520,000	15,000
Operating Transfers (out)	-	(51,000)	(540,000)	-	-	(591,000)	(25,700)
Net Cash Provided by (Used in) Non-Capital Financing Activities	(294)	(51,000)	(2,865,318)	2,599,077	245,132	(72,403)	10,493
Cash Flows from Capital and Related Financing Activities							
Principal Paid on Revenue Bonds	(77,000)	-	(1,638,606)	(337,999)	(107,682)	(2,161,287)	-
Proceeds from Line of Credit	-	-	-	4,125,001	-	4,125,001	-
Proceeds from the Sale of Capital Assets	-	-	52,696	-	-	52,696	90,831
Acquisition and Construction of Capital Assets	(342,238)	-	(1,380,763)	(6,034,172)	(393,202)	(8,150,375)	(82,066)
Interest Paid	(37,848)	-	(1,115,764)	(150,600)	(9,658)	(1,313,870)	-
Capital Grants	941,071	-	381,634	321,647	4,708	1,649,060	-
Net Cash Provided by (Used in) Capital and Related Financing Activities	483,985	-	(3,700,803)	(2,076,123)	(505,834)	(5,798,775)	8,765
Cash Flows from Investing Activities							
Interest Received	-	2,679	145,704	-	330	148,713	262
Net Cash Provided by (Used in) Investing Activities	-	2,679	145,704	-	330	148,713	262
Net Increase (Decrease) in Cash and Cash Equivalents	397,646	117,228	578,404	(172,719)	(66,786)	853,773	65,607
Cash and Cash Equivalents, Beginning of Year	269,483	168,172	13,339,758	173,832	201,628	14,152,873	66,356
Cash and Cash Equivalents, End of Year	\$ 667,129	\$ 285,400	\$ 13,918,162	\$ 1,113	\$ 134,842	\$ 15,006,646	\$ 131,963

See accompanying notes.

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

	Airport Fund	Sanitation Fund	Sewer and Water Fund	Marina Fund	Other Funds	Total	Internal Services Fund
Included on the Accompanying Statement of							
<u>Net Position As Follows</u>							
Current Assets:							
Cash and Investments	\$ 649,279	\$ 222,018	\$ 11,325,911	\$ 1,113	\$ 111,146	\$ 12,309,467	\$ 131,963
Restricted Assets:							
Cash and Investments	17,850	63,382	2,592,251	-	23,696	2,697,179	-
Total	\$ 667,129	\$ 285,400	\$ 13,918,162	\$ 1,113	\$ 134,842	\$ 15,006,646	\$ 131,963
<u>Reconciliation of Operating Income (Loss) to Net</u>							
<u>Cash Provided by (Used in) Operating Activities</u>							
Operating Income (Loss)	\$ (510,406)	\$ 8,151	\$ 5,411,651	\$ (847,282)	\$ (661,774)	\$ 3,400,340	\$ (64,226)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:							
Depreciation and Amortization	839,344	-	2,280,590	62,798	536,734	3,719,466	107,306
Other Income (Expense)	8,534	20,657	5,901	843	-	35,935	3,210
Changes in Assets - Decrease (Increase) and Liabilities - Increase (Decrease):							
Accounts Receivable	(5,340)	(47,339)	(139,182)	(2,054)	(14,820)	(208,735)	(2,546)
Due from Other Governmental Units	-	-	-	87,077	-	87,077	-
Inventories	-	-	6,936	15,822	(613)	22,145	(2,324)
Prepaid Expenses	340	-	635	-	3,709	4,684	13,093
Accounts Payable and Accrued Expenses	(429,265)	176,146	(63,905)	(12,877)	57,513	(272,388)	(10,500)
Unearned Revenues	(53,417)	-	-	-	3,560	(49,857)	-
Customer Deposits	1,850	7,934	14,575	-	5,979	30,338	-
Compensated Absences	10,631	-	(17,996)	-	5,163	(2,202)	2,074
OPEB Liability and Related Deferrals	1,587	-	(68,495)	-	39,901	(27,007)	-
Net Pension Liability and Related Deferrals	50,097	-	(431,889)	-	218,234	(163,558)	-
Total Adjustments	424,361	157,398	1,587,170	151,609	855,360	3,175,898	110,313
Net Cash Provided by (Used in) Operating Activities	\$ (86,045)	\$ 165,549	\$ 6,998,821	\$ (695,673)	\$ 193,586	\$ 6,576,238	\$ 46,087
<u>Supplemental Disclosure of Non-Cash Activities</u>							
Amortization of Bond Premium	\$ -	\$ -	\$ (132,606)	\$ -	\$ -	\$ (132,606)	\$ -
Amortization of Refunding Loss	-	-	8,252	-	-	8,252	-

See accompanying notes.

STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	Pension Trust Funds
Assets	
Cash and Cash Equivalents	\$ 3,399,136
Interest Receivable	76,653
Investments, at Fair Value:	
U.S. Government Bonds and Bills	1,584,789
Mortgages and Federal Agency Securities	4,154,330
Corporate Bonds	4,622,301
Real Estate Fund	4,939,495
Equities	29,966,998
Total Investments	<u>45,267,913</u>
Total Assets	<u>48,743,702</u>
Total Liabilities	<u>-</u>
Net Position	
Held in Trust for Pension Benefits	<u><u>\$ 48,743,702</u></u>

See accompanying notes.

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	Pension Trust Funds
Additions	
Contributions:	
State of Florida	\$ 247,775
Employer	3,375,985
Plan Members	726,925
Total Contributions	<u>4,350,685</u>
Investment Earnings:	
Interest and Dividends	1,088,776
Net Increase in the Fair Value of Investments	(193,100)
Investment Expenses	(134,730)
Total Investment Earnings	<u>760,946</u>
Total Additions	<u>5,111,631</u>
Deductions	
Benefit Payments	3,769,946
Administrative Expense	<u>136,005</u>
(Total Deductions)	<u>3,905,951</u>
Change in Net Position	1,205,680
Net Position, Beginning of Year	<u>47,538,022</u>
Net Position, End of Year	<u><u>\$ 48,743,702</u></u>

See accompanying notes.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Note 1 - Summary of Significant Accounting Policies

The accounting policies of the City of Fernandina Beach, Florida (the City) conform to generally accepted accounting principles for governmental entities. The following is a summary of significant accounting policies:

A. Reporting Entity

The City is a municipality governed by a Commission Manager form of Government. The City was incorporated in 1951 pursuant to Chapter 27543, Laws of Florida. As required by generally accepted accounting principles, the financial statements of the reporting entity include those of the City (the primary government) and its component units. The City has one blended component unit, the Community Redevelopment Agency of Fernandina Beach (CRA). The CRA was established to provide a method of eliminating blighted areas, expanding employment opportunities, and providing an environment for the social and economic growth of an area designated by Resolution 2004-71 in 2005. The City Commission serves as the Governing Board of the CRA. In addition, the City has operational responsibility for the CRA. Therefore, it was determined that the CRA should be treated as a blended component unit, and included as part of the primary government for financial reporting purposes. The CRA is presented in the financial statements of the City as a special revenue fund.

This report also includes the accounts and transactions of the following entities, which do not satisfy the definition of component units because they are not legally separate from the City:

- City of Fernandina Beach General Employees' Pension Plan
- City of Fernandina Beach Firefighters' and Police Officers' Pension Plan

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: (a) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

- The government reports the following major governmental funds:
 - The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
 - The *community redevelopment fund* accounts for the activities of the City's CRA. These fund revenues are primarily from ad valorem tax increment funds which are restricted for expenditures benefitting the redevelopment district. The initial funding for the project was provided by the general fund.
 - The *capital improvement fund* accounts for the resources accumulated for major capital improvements, major equipment purchases, and major repairs and renovations.
- The government reports the following major proprietary funds:
 - The *airport fund* accounts for the activities of the government's airport operations.
 - The *sanitation fund* accounts for the activities of the government's sanitation operations.
 - The *sewer and water fund* accounts for the activities of the government's water distribution and sewer collection operations.
 - The *marina fund* accounts for the activities of the government's marina operations.
- Additionally, the government reports the following fund types:
 - The *internal services funds* account for fleet management, utility billing services, and utility administration services provided to other departments or agencies of the government on a cost reimbursement basis.
 - The *pension trust funds* account for the activities of the general employees' pension and the firefighters'/police officers' pension plans which accumulate resources for defined benefit payments to qualified employees.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to the general rule are for interfund services provided and used between functions.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or as soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt services expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the government's enterprise funds and of the government's internal service funds are charges to customers for sales and services. The government also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position

Cash and Investments

The City maintains an accounting system in which substantially all cash and investments are recorded and are reflected as pooled cash and investments, except for the pension trust fund investments, and certain other investments purchased under the requirements of bond covenants. For purposes of the statement of cash flows for the proprietary fund types, cash and cash equivalents include demand deposits, certificates of deposit, petty cash, state pooled investments, and equity in pooled cash and investments. Equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and have an original maturity of three months or less.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "inter-fund receivables/payables" (i.e., the current portion of inter-fund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Inventories and Prepaid Items

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. For financial reporting purposes, capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 (General Fund) or \$2,500 (Enterprise Funds) and an estimated useful life in excess of one year. Such assets are recorded at historical costs or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, equipment, and infrastructure assets of the City are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and Improvements	15-30
Infrastructure	15-60
Vehicles	5
Office Equipment	10
Computer Equipment	5

Compensated Absences

It is the government's policy to permit employees to accumulate earned but unused vacation pay, sick pay, and/or personal time off (PTO) benefits. All vacation pay, sick pay, and PTO is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Liabilities

Long-term debt and other liabilities are reported in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Deferred Inflows/Outflows of Resources

Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and will not be recognized as an outflow of resources until that future time. Deferred inflows of resources represent the acquisition of net position that is applicable to a future reporting period and, therefore, will not be recognized as an inflow of resources until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities. The City reports the following deferred inflows and outflows of resources:

Unamortized Refunding Loss—the difference between the net reacquisition cost of new debt and the net carrying amount of old debt. This refunding loss is amortized to expense over the remaining term of the new debt using the straight-line method.

Pension and OPEB Related—the differences between expected and actual earnings on plan investments and expected and actual experience with regard to economic or demographic factors in the measurement of total pension and OPEB liability are reported as deferred inflows or outflows of resources, to be recognized in expense as disclosed in Note 9 and Note 10. Employer contributions made between the net pension or total OPEB liability measurement date and the employer's fiscal year-end are recognized as deferred outflows of resources, to be recognized as a reduction of the net pension or total OPEB liability in the subsequent fiscal year.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's pension plans and additions to/deductions from pension plan net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

E. Fund Balances

Classifications

Fund balance is reported in five components - non-spendable, restricted, committed, assigned, and unassigned:

- **Non-Spendable**—This component of fund balance consists of amounts that cannot be spent because (a) they are not expected to be converted to cash, or (b) they are legally or contractually required to remain intact. Examples of this classification are prepaid items, inventories, and principal (corpus) of an endowment fund.
- **Restricted**—This component of fund balance consists of amounts that are constrained either (a) externally by third parties (creditors, grantors, contributors, or laws or regulations of other governments), or (b) by law through constitutional provisions or enabling legislation.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

- **Committed**—This component of fund balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (i.e., ordinance or resolution) of the City’s governing authority (the City Commissioners). These committed amounts cannot be used for any other purpose unless the City Commission removes or changes the specified use by taking the same type of action employed to constrain those amounts.

The City passed Resolution 2012-128 which formally established a fund balance policy. As part of this policy, the City committed a portion of fund balance for unanticipated events or emergencies. An amount of fund balance in the General Fund at the end of each fiscal year is to be committed equal to the lesser of all otherwise unrestricted, uncommitted, or unassigned balances or 20% of the subsequent year’s General Fund budget for expenditures. This committed amount can only be used for the purpose of ensuring the maintenance of services to the public during emergency or disaster situations, or for a major unanticipated event that was not budgeted for in the approved budget. Expenditures from these funds for an emergency must be approved by the City Manager and reported to the City Commission within 30 days of the emergency. Expenditures from these funds made for major unanticipated unbudgeted events require City Commission-approval and subsequent modification to the General Fund budget.

- **Assigned**—This component of fund balance consists of amounts that are constrained by a less-than-formal action of the City’s governing authority, or by an individual or body to whom the governing authority has delegated this responsibility. With the passage of City Resolution 2012-128, the City has delegated this authority to the City Manager. In addition, residual balances in capital projects and debt service funds are assigned for the general purpose of the respective fund.
- **Unassigned**—This classification is used for (a) deficit unrestricted fund balances in any governmental fund, or (b) fund balances within the General Fund that are not restricted, committed, or assigned.

Flow Assumption

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, then unrestricted resources (committed, assigned, and unassigned) as they are needed. When unrestricted resources (committed, assigned, and unassigned) are available for use, it is the City’s policy to use committed resources first, then assigned, and then unassigned as needed.

Note 2 - Property Tax Calendar

Property taxes are billed and collected for the City by the County Tax Collector according to Florida Statute, under the following calendar:

Valuation Date:	January 1
Levy Date:	November 1
Due Date:	November 1 through March of the Following Year
Delinquency Date:	April 1, of the Following Year

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Note 3 - Stewardship, Compliance, and Accountability

Budgetary Information

The City Charter, Sections 71 through 72, specifies the budget procedures. A brief description is as follows:

- The City Manager is responsible for preparation and submission of a proposed budget to the Commission no later than August 1. The budget includes proposed expenditures and the means to finance them.
- Public hearings are held to obtain taxpayer comments.
- On or before the last day of the fiscal year, the budget is adopted by ordinance.
- The City Manager is authorized to transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency not to exceed \$7,500. Upon written request by the City Manager, the Commission, by motion, may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.
- Budgets are prepared in accordance with accounting principles generally accepted in the United States of America for governmental fund types.

Note 4 - Cash and Investments

At year-end, the carrying amount of the City's cash deposits was \$23,494,547 and the bank balance was \$25,269,113. The bank balance was covered by federal depository insurance or by collateral held by the City's custodial bank which is pledged to a state trust fund that provides security for amounts held in excess of Federal Deposit Insurance Corporation (FDIC) coverage in accordance with the *Florida Security for Public Deposits Act*, Chapter 280, Florida Statutes.

The *Florida Security for Public Deposits Act* established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral.

The total cash and cash equivalents and investment balances of the City at September 30, 2019, are comprised of the following items:

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

	<u>Amount</u>	<u>Credit Rating</u>	<u>Investment Maturity</u>
Cash and Cash Equivalents			
Petty Cash on Hand	\$ 3,670		
Cash in Checking Accounts	<u>23,494,547</u>		
Total Cash and Cash Equivalents	<u>23,498,217</u>		
Investments			
Investment with State Board of Administration:			
Florida Prime	6,139,415	AAAm	Less Than 1 Year
Certificates of Deposit	<u>2,205,974</u>	Unrated	Less Than 1 Year
Total Investments	<u>8,345,389</u>		
Total Cash, Cash Equivalents, and Investments	<u>\$ 31,843,606</u>		

As Presented in the Accompanying Statement of Net Position:

Cash and Investments	\$ 29,146,427
Cash and Equivalents, Restricted	<u>2,697,179</u>
Total Cash, Cash Equivalents, and Investments	<u>\$ 31,843,606</u>

Governmental entities are required to record investments at fair value unless an exception applies and disclose the fair value measurement and hierarchy. Investments in non-participating interest-earning investment contracts (certificates of deposit) are recorded at cost and are excluded from fair value measurement.

The City's investment with the State Board of Administration (Florida PRIME) qualifies under the provisions of GASB Statement No. 79, to be measured at amortized cost for financial reporting purposes. The Florida PRIME generally has no limitations or restrictions on participant withdrawals including redemption notices and maximum transaction amounts. With regard to redemption gates, the SBA may, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, limit contributions to or withdrawals from the trust fund for up to 17 days.

Restricted Cash

Restricted cash and cash equivalents at September 30, 2019 in the Enterprise Funds are as follows:

Enterprise Fund	Customer Deposits	Renewal and Replacement	Debt Service	Impact Fees	Total
Sanitation	\$ 63,382	\$ -	\$ -	\$ -	\$ 63,382
Sewer and Water	306,929	200,000	229,508	1,855,814	2,592,251
Stormwater	23,696	-	-	-	23,696
Airport	17,850	-	-	-	17,850
Total	<u>\$ 411,857</u>	<u>\$ 200,000</u>	<u>\$ 229,508</u>	<u>\$ 1,855,814</u>	<u>\$ 2,697,179</u>

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Pension Investments

The City's pension trust funds contain cash and money market funds of \$3,399,136. Listed below are the investments and maturities in the City's pension trust funds at September 30, 2019:

Investment Type	Fair Value	Investment Maturities			
		Less Than 1 Year	1-5 Years	6-10 Years	More Than 10 Years
Equities	\$ 29,966,998	\$ 29,966,998	\$ -	\$ -	\$ -
Mortgages	3,637,516	-	42	101,217	3,536,257
U.S. Government Securities	1,584,789	-	439,244	1,145,545	-
Corporate Bonds	5,139,115	-	2,518,834	2,103,467	516,814
Real Estate Fund	4,939,495	4,939,495	-	-	-
Total	\$ 45,267,913	\$ 34,906,493	\$ 2,958,120	\$ 3,350,229	\$ 4,053,071

Authorized Investments

The City has adopted an investment policy for operating funds pursuant to Florida State Statutes. The objectives of the policy are to provide safety of capital, liquidity of funds, and investment income in that order of importance, as authorized by Florida Statute, 218.415. The City's authorized investments include the following:

- The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the *Florida Interlocal Cooperation Act* as provided in Section 163.01, Florida Statutes.
- Securities and Exchange Commission registered money market funds with the highest credit quality ratings (AAA/AA) from a nationally recognized rating agency.
- Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, Florida Statutes.
- Direct Obligations of the United States Treasury.
- Federal Agencies and Instrumentalities.
- Derivative products and margin purchases are expressly prohibited.

Florida Statute 218.415 authorizes the City to invest in the state pools and in obligations of the United States Treasury and agencies. Throughout the year and as of September 30, 2019, the pools contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month LIBOR rates.

The Pension Boards have also adopted formal investment policies for each of the pension plans which conform to Florida Statutes. Authorized investments of the pension plans are as follows:

Equities

- Must be traded on a national exchange or electronic network.
- Not more than 5% of the plans' assets, at the time of purchase, shall be invested in the common stock, capital stock, or convertible stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company.
- Additional criteria may be outlined by the investment manager.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Fixed Income

- All fixed income investments shall have a minimum rating of investment grade or higher as reported by a major credit rating service.
- The value of bonds issued by any single corporation shall not exceed 10% of the total fund.
- The value of bonds denominated in U.S. dollars that are issued by a foreign bank or corporation shall not exceed 15% of the total fund.
- Additional criteria may be outlined by the investment manager.

Money Market

- The money market fund or STIF options provided by the plan's custodian.
- Maintain a minimum rating of Standard & Poor's A1 or Moody's P1.

Risk Disclosure

The City's investments conform to the provisions of Florida Statutes, Section 218.415. The following items discuss the City and pension plans' exposure to various risks:

Interest Rate Risk—The City has fixed rate investments that would be subject to interest rate risk. The City's investment policy states that investment maturities will be structured to match known cash needs and anticipated cash flow requirements. Currently, all of the City's investments have maturities of less than one year. The pension plans' investment policies do not have any restrictions as to the maturity or duration of fixed income securities.

Custodial Credit Risk—For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City and the pension plans generally utilize third party custodians to help manage custodial credit risk.

Concentration of Credit Risk—The pension plans' investment policies and practices require investments to be diversified to the extent practicable to control the risk of loss resulting from an overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are purchased and sold. No more than 5% of the plans' assets shall be invested in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company. The value of bonds issued by any one single corporation shall not exceed 10% of the total fund. The value of bonds denominated in U.S. dollars that are issued by a foreign bank or corporation shall not exceed 15% of the total fund. Investments in corporate common stock and convertible bonds shall not exceed 75% of plan assets at market value. Foreign securities (including equity and fixed income securities) shall not exceed 25% of plan assets at market value.

Credit Quality Risk—Credit quality risk is the risk that investments in debt securities will default. The City's investment policy authorizes investment in SEC registered securities with the highest credit quality ratings (AAA/AA) from nationally recognized rating agencies. The pension plans' investment policy requires that fixed income securities have a minimum rating of investment grade or higher as reported by a major credit rating service. Any money market funds must have a minimum rating of Standard & Poor's A1 or Moody's P1.

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

The credit quality distribution for the City's pension trust fund investments is as follows:

Investment Type	Fair Value	Unrated	Credit Rating			
			AAA	AA	A	BBB
Equities	\$ 29,966,998	\$ 29,966,998	\$ -	\$ -	\$ -	\$ -
Mortgages	3,637,516	-	-	3,637,516	-	-
U.S. Government Securities	1,584,789	-	-	1,584,789	-	-
Corporate Bonds	5,139,115	516,814	51,642	120,948	1,741,400	2,708,311
Real Estate Fund	4,939,495	4,939,495	-	-	-	-
Total	\$ 45,267,913	\$ 35,423,307	\$ 51,642	\$ 5,343,253	\$ 1,741,400	\$ 2,708,311

Fair Value Measurements

The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels:

- **Level 1 Inputs**—are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- **Level 2 Inputs**—are inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- **Level 3 Inputs**—are unobservable inputs for an asset or liability. The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs.

The fair value measurements for the City's pension trust fund investments are as follows at September 30, 2019:

Investments by Fair Value	Amount	Fair Value Measurements Using		
		Quoted Prices in Active Markets Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Equities	\$ 29,966,998	\$ 29,966,998	\$ -	\$ -
Mortgages	3,637,516	-	3,637,516	-
U.S. Government Securities	1,584,789	1,584,789	-	-
Corporate Bonds	5,139,115	-	5,139,115	-
Total Investments Measured at Fair Value	\$ 40,328,418	\$ 31,551,787	\$ 8,776,631	\$ -

Investments Measured at the Net Asset Value (NAV)	Amount	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund	\$ 4,939,495	\$ -	Quarterly	10 Business Days
Total Investments	\$ 45,267,913			

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

U.S. Government Obligations are valued based on prices quoted in active markets and are categorized as Level 1 in the fair value hierarchy. Federal Agency Securities and Mortgages are categorized as Level 1 or Level 2, depending on whether the individual securities are quoted in active markets, otherwise they are valued using matrix pricing techniques that value securities based on their relationship to benchmark quotes prices. Corporate bonds, corporate ABSs, and municipal bonds are valued using quoted prices for similar securities in active markets and are categorized as Level 2 in the fair value hierarchy. Real Estate funds are valued at Net Asset Value (NAV) which is determined using certified annual appraisals of investment properties held by the fund.

Note 5 - Receivables

Receivables as of year-end, including the applicable allowances for uncollectible accounts, are as follows:

	Accounts Receivable	Taxes Receivable	Allowance	Net Total Receivables
Governmental Activities				
General	\$ 514,852	\$ 170,662	\$ (252,106)	\$ 433,408
Internal Service - Central Garage	202	-	-	202
Total Governmental Activities	<u>\$ 515,054</u>	<u>\$ 170,662</u>	<u>\$ (252,106)</u>	<u>\$ 433,610</u>

	Accounts Receivable	Unbilled Receivable	Interest Receivable	Allowance	Net Total Receivables
Business-Type Activities					
Airport	\$ 58,433	\$ -	\$ -	\$ (782)	\$ 57,651
Sanitation	200,571	124,247	-	(21,192)	303,626
Sewer and Water	772,459	468,331	1,043	(84,089)	1,157,744
Stormwater	71,903	42,796	-	(7,799)	106,900
Marina	713	-	-	(82)	631
Internal Service - Utility Billing	7,277	-	-	-	7,277
Total Business-Type Activities	<u>\$ 1,111,356</u>	<u>\$ 635,374</u>	<u>\$ 1,043</u>	<u>\$ (113,944)</u>	<u>\$ 1,633,829</u>

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

Note 6 - Capital Assets

Capital asset activity for the year ended September 30, 2019, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital Assets Not Being Depreciated:				
Construction in Progress	\$ 428,278	\$ 126,244	\$ (203,729)	\$ 350,793
Land	10,648,834	-	-	10,648,834
Total Capital Assets Not Being Depreciated	11,077,112	126,244	(203,729)	10,999,627
Capital Assets Being Depreciated:				
Buildings and Improvements	18,673,124	874,198	(118,933)	19,428,389
Equipment, Furniture, Fixtures, and Vehicles	9,792,291	1,382,815	(859,059)	10,316,047
Infrastructure	22,327,385	418,911	-	22,746,296
Total Capital Assets Being Depreciated	50,792,800	2,675,924	(977,992)	52,490,732
Less Accumulated Depreciation:				
Buildings and Improvements	(11,157,956)	(665,194)	104,285	(11,718,865)
Equipment, Furniture, Fixtures, and Vehicles	(6,162,553) *	(1,185,968)	822,713	(6,525,808)
Infrastructure	(18,128,381) *	(502,276)	-	(18,630,657)
Total Accumulated Depreciation	(35,448,890)	(2,353,438)	926,998	(36,875,330)
Total Being Depreciated, Net	15,343,910	322,486	(50,994)	15,615,402
Total Governmental Activities				
Capital Assets, Net	<u>\$ 26,421,022</u>	<u>\$ 448,730</u>	<u>\$ (254,723)</u>	<u>\$ 26,615,029</u>
	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,433,925	\$ 105,845	\$ -	\$ 1,539,770
Construction in Progress	1,489,304	6,280,866	(515,092)	7,255,078
Total Capital Assets, Not Being Depreciated	2,923,229	6,386,711	(515,092)	8,794,848
Capital Assets Being Depreciated:				
Buildings and Improvements	109,261,820	1,661,421	-	110,923,241
Equipment, Furniture, Fixtures, and Vehicles	4,592,821	600,055	(440,068)	4,752,808
Total Capital Assets Being Depreciated	113,854,641	2,261,476	(440,068)	115,676,049
Less Accumulated Depreciation:				
Buildings and Improvements	(54,758,613)	(3,210,190)	-	(57,968,803)
Equipment, Furniture, Fixtures, and Vehicles	(2,728,005)	(571,545)	435,564	(2,863,986)
Total Accumulated Depreciation, Net	(57,486,618)	(3,781,735)	435,564	(60,832,789)
Total Being Depreciated, Net	56,368,023	(1,520,259)	(4,504)	54,843,260
Total Business-Type Activities				
Capital Assets, Net	<u>\$ 59,291,252</u>	<u>\$ 4,866,452</u>	<u>\$ (519,596)</u>	<u>\$ 63,638,108</u>

* Beginning balance reflects an adjustment of \$290,924 to reclassify accumulated depreciation to its correct asset category.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Depreciation expense was charged to functions/programs as follows:

Governmental Activities		
General Government	\$	264,177
Public Safety		835,513
Transportation		611,741
Culture and Recreation		596,970
Internal Service Fund - Garage		45,037
Total	\$	<u>2,353,438</u>
Business-Type Activities		
Golf	\$	273,766
Airport		839,344
Sanitation		-
Sewer and Water		2,280,590
Stormwater		262,968
Marina		62,798
Internal Service Funds - Utility		62,269
Total	\$	<u>3,781,735</u>

Note 7 - Inter-Fund Receivables, Payables, and Transfers

The composition of inter-fund balances as of September 30, 2019, is as follows:

	Due From				
	Capital	Internal			
	Improvement	Service	Marina	Golf	Total
Due To	Fund	Fund	Fund	Fund	
General Fund	\$ 627,200	\$ 44,675	\$ -	\$ -	\$ 671,875
Sewer and Water Fund	-	-	3,349,077	1,260,246	4,609,323
Total	\$ 627,200	\$ 44,675	\$ 3,349,077	\$ 1,260,246	<u>\$5,281,198</u>

The inter-fund amounts were used to cover deficits in cash in balances. No amounts are expected to be repaid within one year related to the inter-fund borrowings of the Golf and Marina Funds.

Inter-Fund Transfers:

	Transfers In						
	General	Capital	Other		Other	Internal	
	Fund	Improvement	Governmental	Marina	Enterprise	NMF	Services
Transfers (Out)	Fund	Fund	Fund	Fund	Fund	Fund	Total
General Fund	\$ -	\$ 1,600,000	\$ 547,417	\$ 300,000	\$ 220,000	\$ -	\$ 2,667,417
Sanitation Fund	36,000	-	-	-	-	15,000	51,000
Sewer and Water Fund	540,000	-	-	-	-	-	540,000
Other Governmental Funds	-	-	571	-	-	-	571
Internal Services Fund	15,000	10,700	-	-	-	-	25,700
Total	\$ 591,000	\$ 1,610,700	\$ 547,988	\$ 300,000	\$ 220,000	\$ 15,000	<u>\$ 3,284,688</u>

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Inter-fund transfers out of the general fund were used to assist with funding expenses/expenditures in the capital improvement, golf and marina funds. Inter-fund transfers into the general fund from the sanitation and sewer and water funds were used to pay for overhead costs.

Note 8 - Long-Term Debt

Capital Leases

The City has entered into two lease agreements as a lessee for financing a fire truck and as a lessee for financing Police and Fire Radios. The lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of the future minimum lease payments as of the inception date of the lease.

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>
2020	\$ 236,950
2021	<u>47,283</u>
Total Minimum Lease Payments (Amounts Representing Interest)	<u>284,233</u>
Present Value of Minimum Lease Payments	<u><u>\$ 280,216</u></u>

General Obligations Notes – Direct Placement

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. The General Obligation Bonds, Series 2001, with an original issuance amount of \$6,000,000 were used to acquire environmentally sensitive lands and for other parks and recreation improvements. On October 20, 2010, the City refinanced the Series 2001 General Obligation Bonds with the Series 2010, General Obligation Refunding Notes. The total amount of the refunding was \$4,033,000. The purpose of the refunding was to obtain lower borrowing costs. The notes mature in 2021.

General obligation notes are direct obligations and pledge the full faith and credit of the City. The outstanding General Obligation Refunding Notes, Series 2010, are as follows:

<u>Purpose</u>	<u>Interest Rate</u>	<u>Amount</u>
Governmental Activities	2.36%	<u>\$ 821,000</u>

Annual debt service requirements to maturity for general obligation bonds are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>
2020	\$ 404,000	\$ 19,376
2021	<u>417,000</u>	<u>9,841</u>
Total	<u><u>\$ 821,000</u></u>	<u><u>\$ 29,217</u></u>

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

Revenue Bonds and Notes

The City also issues bonds and revenue notes where the City pledges income derived from the acquired or constructed assets or other governmental fees and taxes to pay debt service. Revenue bonds and notes outstanding at year-end are as follows:

Issue and Purpose	Interest Rate	Amount	Maturity Date
Governmental Activities			
Public Safety:			
Capital Improvement Revenue Refunding Notes, Series 2016A	1.42%	\$ 236,402	2021
Culture and Recreation:			
Capital Improvement Revenue Refunding Notes, Series 2016A	1.42%	910,395	2021
Total Government Activities Revenue Bonds and Notes		<u><u>\$ 1,146,797</u></u>	
Business-Type Activities			
Sewer and Water:			
Utility System Subordinate Refunding Revenue Note, Series 2015	2.19%	\$ 3,258,000	2024
Utility System Refunding Bonds, Series 2013A	3%-5%	23,350,000	2033
Marina:			
Capital Improvement Revenue Refunding Notes, Series 2016B	1.92%	2,552,000	2026
Airport:			
Airport Refunding Revenue Note, Series 2017	4.28%	1,232,000	2032
Golf:			
Capital Improvement Revenue Refunding Notes, Series 2016A	1.42%	220,204	2021
Total Business-Type Activities Revenue Bonds and Notes		<u><u>\$ 30,612,204</u></u>	

Governmental activities revenue bonds and notes debt service requirements to maturity are as follows:

Year Ending September 30,	Principal	Interest
2020	\$ 568,738	\$ 16,328
2021	578,059	8,207
Total	<u><u>\$ 1,146,797</u></u>	<u><u>\$ 24,535</u></u>

Business-type activities revenue bonds and notes debt service requirements to maturity are as follows:

Year Ending September 30,	Principal	Interest
2020	\$ 2,107,294	\$ 1,266,974
2021	2,191,910	1,183,684
2022	2,165,000	1,096,864
2023	2,254,000	1,007,817
2024	2,334,000	928,409
2025-2029	10,373,000	3,458,610
2030-2033	9,187,000	1,131,374
Total	<u><u>\$ 30,612,204</u></u>	<u><u>\$ 10,073,732</u></u>

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

Line of Credit Notes – Direct Placement

Pursuant to a loan agreement with Branch Banking and Trust Company (BB&T), the City issued Line of Credit Note, Series 2018 in the amount of \$6,600,000. The Line of Credit Note, Series 2018 is payable from the pledged revenues, which consist primarily of FEMA reimbursements and non-ad valorem revenues. The Line of Credit Note, Series 2018 expires on July 1, 2021. Interest on any outstanding balance is charged at the bank's variable rate. Interest on the note should be paid semi-annually on the first day of each January and July, commencing January 1, 2019. A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest on the note, is due and payable in full on the maturity date. The balance as of September 30, 2019 was \$4,770,001.

Pursuant to a loan agreement with BB&T, the City issued Line of Credit Note, Series 2019 in the amount of \$3,000,000. The Line of Credit Note, Series 2019 is payable from the pledged revenues, which consist primarily of FEMA reimbursements and non-ad valorem revenues. The Line of Credit Note, Series 2019 expires on July 1, 2021. Interest on any outstanding balance is charged at the bank's variable rate. Interest on the note should be paid semi-annually on the first day of each January and July, commencing July 1, 2019. A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest on the note, is due and payable in full on the maturity date. The balance as of September 30, 2019 was \$50,001.

Changes in Long-Term Liabilities

Long-term liability activity for the year ended September 30, 2019, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
General Obligation Notes - Direct Placement	\$ 1,216,000	\$ -	\$ (395,000)	\$ 821,000	\$ 404,000
Revenue Notes Payable - Direct Placement	1,707,115	-	(560,318)	1,146,797	568,738
Capital Leases - Direct Placement	511,237	-	(231,021)	280,216	233,610
Compensated Absences	1,265,655	852,047	(856,467)	1,261,235	1,261,235
Other Postemployment Benefits	2,048,586	65,301	-	2,113,887	-
Net Pension Liability	13,887,932	-	(1,773,177)	12,114,755	-
Total Governmental Activities	20,636,525	917,348	(3,815,983)	17,737,890	2,467,583
Business-Type Activities					
Revenue Bonds	24,640,000	-	(1,290,000)	23,350,000	1,360,000
Bond Premiums	1,955,935	-	(132,606)	1,823,329	-
Total Revenue Bonds	26,595,935	-	(1,422,606)	25,173,329	1,360,000
Revenue Notes - Direct Placement	8,000,886	-	(738,682)	7,262,204	747,294
Line of Credit - Direct Placement	695,001	4,125,001	-	4,820,002	-
Compensated Absences	201,340	134,464	(138,769)	197,035	197,035
Other Postemployment Benefits	539,043	-	(94,014)	445,029	-
Net Pension Liability	2,654,695	-	(203,681)	2,451,014	-
Total Business-Type Activities	38,686,900	4,259,465	(2,597,752)	40,348,613	2,304,329
Total Long-Term Liabilities	\$ 59,323,425	\$ 5,176,813	\$ (6,413,735)	\$ 58,086,503	\$ 4,771,912

Compensated absences, OPEB and pension liabilities reported in governmental activities are liquidated by the fund which pays the corresponding employee's payroll expenses, retirement contribution, and health insurance expenses.

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

Pledged Revenue

Pledged revenues on the City's outstanding debt for the year ended September 30, 2019, was as follows:

Revenue Pledged		Pledged Through	Original Amount	Outstanding Balance	Principal and Interest Payments	Revenue Received	Estimated Percentage Pledged
Voter Approved Ad Valorem Tax	General Obligation Refunding Note, Series 2010	2021	\$ 4,033,000	\$ 821,000	\$ 419,037	\$ 423,720	99%
Non-Ad Valorem Revenues, Budgeted and Appropriated	Refunding Note, Series 2016A						
	Governmental Portion	2021	2,775,746	1,146,797	584,622		
	Golf Portion	2021	533,254	220,204	112,227		
					696,849	696,849	100%
Net Airport Revenue	Airport Refunding Revenue Note, Series 2017	2032	1,381,000	1,232,000	114,662	337,502	34%
Net Sewer and Water Utility Revenue	Utility System Refunding Bonds, Series 2013A	2033	29,720,000	23,350,000	2,456,875		
	Utility System Subordinate Refunding Revenue Note, Series 2015	2024	4,285,000	3,258,000	291,725		
					2,748,600	5,843,427	47%
Net Marina Revenue and CRA Revenues	Marina Refunding Note, Series 2016B	2026	3,528,000	2,552,000	388,440	8,693	100%
Non-Ad Valorem and FEMA Revenues	Marina LOC Note, Series 2018	2021	6,600,000	4,770,001	63,844		
	Marina LOC Note, Series 2019	2021	3,000,000	50,001	619		
					64,463	64,463	100%

Note 9 - Employee Pension Plans

General Employees' Pension Plan (GEP Plan)

- *Plan Description*—All regular full-time City employees who are not classified as full-time sworn police officers or firefighters are eligible to participate in the GEP Plan, a single-employer, defined benefit pension plan.
- *Plan Administration*—The GEP Plan is administered by a Board of Trustees established by City Ordinance. The Board of Trustees is comprised of two Commission appointees, two members elected by the membership, and a fifth member elected by the other four and appointed by the Commission. The GEP Plan provides retirements, disability, and death benefits to plan members. These benefits are established and can be amended by City Ordinance. Revisions to the GEP Plan were effective in 2007, allowing vesting in the plan to occur after six years of credited service instead of ten.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

- *Plan Membership*—GEP Plan membership as of October 1, 2018 and 2017, consisted of the following:

	<u>October 1, 2018</u>	<u>October 1, 2017</u>
Retirees and Beneficiaries		
Inactive Plan Members or Beneficiaries		
Currently Receiving Benefits	80	78
Inactive Plan Members Entitled to but not yet Receiving Benefits	37	32
Active Plan Members	<u>106</u>	<u>103</u>
Total Retirees and Beneficiaries	<u>223</u>	<u>213</u>

- *Benefits Provided*—The plan provides retirement, termination, disability, and death benefits. Normal retirement is the earlier of: 1) age 55 and 25 years of credited service, 2) age 65 and 6 years of credited service, or 3) 35 years of credited service regardless of age. Early retirement is the earlier of: 1) age 55 and have completed 6 years of credited service, or 2) 25 years of credited service, regardless of age. Vesting in the plan occurs 100% after six years of credited service. Employees employed prior to February 1, 1993, had the option to elect either Plan A or Plan B. Any employees employed after February 1, 1993, are under Plan A. Benefits under Plan A are 2.75% of Average Final Compensation times Credited Service. Benefits under Plan B are 1.9% of Average Final Compensation times Credited Service. Benefits under early retirement are reduced by 2% per year. Eligibility for disability is based upon the date through which service is considered incurred from the date of employment, while non-service incurred is based upon 10 years of credited service. Disability benefits are accrued to the date of disability but not less than 42% of average final compensation (service incurred) or 25% of average final compensation (non-service incurred). Pre-retirement death benefits for vested employees pay the monthly accrued benefit payable to the designated beneficiary for 10 years beginning at otherwise early (reduced) or normal (unreduced) retirement date. Pre-retirement death benefits for non-vested employees include a refund of accumulated contributions, if any.
- *Funding Policy*—The funding policy is established by City Ordinance. The City's funding policy is to provide amounts required to pay current costs and amortize unfunded past service costs. Employees who are Plan A members are required to contribute 6.5% of the covered payroll to the plan. Employees who are Plan B members do not contribute to the plan. The City's contribution is actuarially determined. Based on the actuarial valuation performed as of October 1, 2017, the City's required contribution as a percentage of covered payroll was 30.95% for fiscal year 2019.

Firefighters' and Police Officers' Pension Plan (FPOP Plan)

- *Plan Description*—All of the City's full-time police officers and full-time firefighters are eligible to participate in the FPOP Plan, a single-employer, defined benefit pension plan. The FPOP Plan provides retirement, disability, and death benefits to Plan members. Plan members vest in the FPOP Plan after six years of creditable service. These benefits are established and amended by City Ordinance.
- *Plan Administration*—The FPOP Plan is administered by a Board of Trustees established by City Ordinance. The Board consists of five trustees, two of which are appointed by the City Commission, one must be a police officer elected by a majority of the member police officers, one member must be a firefighter elected by the majority of the member firefighters, and the fifth member is elected by the other four members and appointed by the City Commission.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

- **Plan Membership**—FPOP Plan membership as of October 1, 2018 and 2017, consisted of the following:

	<u>October 1, 2018</u>	<u>October 1, 2017</u>
Retirees and Beneficiaries		
Inactive Plan Members or Beneficiaries		
Currently Receiving Benefits	50	49
Inactive Plan Members Entitled to but not yet Receiving Benefits	9	9
Active Plan Members	<u>64</u>	<u>60</u>
Total Retirees and Beneficiaries	<u>123</u>	<u>118</u>

- **Benefits Provided**—The plan provides retirement, termination, disability, and death benefits. Normal retirement is the earlier of age 55 and 6 years of credited service or 25 years of credited service, regardless of age. Early retirement is age 50 and 6 years of credited service. Benefits under early retirement are reduced by 3% for each year prior to normal retirement (if employed prior to January 1, 2000, normal retirement date is determined as if the member continued employment). Vesting in the plan occurs 100% after six years of credited service. The member will receive the accrued benefit payable at the otherwise early or normal retirement date. If employed prior to January 1, 2000, early and normal retirement date determined as if the member continued employment. Eligibility for disability is based upon the date through which service is considered incurred from the date of employment, while the non-service incurred date is based upon 10 years of credited service. Disability benefits are accrued to the date of disability but not less than 42% of average final compensation (service incurred). Pre-retirement death benefits for vested employees pay the monthly accrued benefit payable to the designated beneficiary for 10 years beginning at otherwise early (reduced) or normal (unreduced) retirement date. Pre-retirement death benefits for non-vested employees include a refund of accumulated contributions without interest.
- **Funding Policy**—FPOP Plan members are required to contribute 7.7% of salary to the FPOP Plan. The State of Florida also contributes to the FPOP Plan on behalf of the City. The City is required to contribute the remaining amounts, per an actuarial valuation, necessary to pay current costs and amortize unfunded past service costs over 30 years. Based on the actuarial valuation performed as of October 1, 2017, the City's required contribution as a percentage of covered payroll was 42.54%.

Additional Disclosures

The following disclosures pertain to both the GEP and the FPOP plans:

Investments:

- **Investment Policy**—The following table illustrates the GEP and FPOP Board of Trustees' adopted asset allocation policy as of September 30, 2019 and 2018:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	55.0%
International Equity	10.0%
Broad Market Fixed Income	25.0%
Real Estate	<u>10.0%</u>
Total	<u>100.0%</u>

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

- *Investment Value*—Equities and fixed income instruments are reported at fair value based upon quoted market prices. Real Estate is reported at fair value based upon appraisals of the underlying assets.
- *Concentrations*—The GEPP and FPOP plans did not hold investments in any one organization that represent 5% or more of their respective fiduciary net positions.
- *Rate of Return*—For the year ended September 30, 2019, the annual money-weighted rate of return on plan investments, net of pension plan investment expenses, was 1.21% for the GEPP and 1.74% for FPOP. The money weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.
- *Deferred Retirement Option Program (DROP)*—For both plans, eligibility for DROP occurs upon satisfaction of normal or early retirement requirements. Participation in DROP cannot be more than 60 months. A DROP member may elect the actual rate of investment return, or 6.5% rate of return. Earnings are credited to DROP each fiscal quarter. The DROP balance as of September 30, 2019, is \$92,060 for GEP Plan and \$640,381 for FPOP Plan.

Measurement Date:

As permitted by generally accepted accounting standards, the City has elected to use a measurement date to value the net pension liability and related deferred inflows and outflows as of September 30, 2018, one year prior to the reporting date. The GEP and FPOP Plans do not issue separate financial statements. Therefore, the disclosures required for pension plans, as of September 30, 2019, are also included below.

Net Pension Liability:

The components of the net pension liability for each plan as of the September 30, 2018 measurement date, and for the year then ended, were as follows:

General Employees' Pension Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2017	\$ 27,873,084	\$ 19,744,560	\$ 8,128,524
Changes for the Year:			
Service Cost	689,139	-	689,139
Interest	2,154,276	-	2,154,276
Contributions - Employer	-	1,739,561	(1,739,561)
Contributions - Employee	-	344,206	(344,206)
Net Investment Income	-	1,627,575	(1,627,575)
Differences between Expected and Actual Experience	23,304	-	23,304
Benefit Payments, Including Refunds of Contributions	(1,530,235)	(1,530,235)	-
Administrative Expenses	-	(32,246)	32,246
Net Changes	<u>1,336,484</u>	<u>2,148,861</u>	<u>(812,377)</u>
Balances at September 30, 2018	<u><u>\$ 29,209,568</u></u>	<u><u>\$ 21,893,421</u></u>	<u><u>\$ 7,316,147</u></u>

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Firefighters' and Police Officers' Pension Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2017	\$ 31,392,773	\$ 22,978,673	\$ 8,414,100
Changes for the Year:			
Service Cost	690,258	-	690,258
Interest	2,465,950	-	2,465,950
Contributions - Employer	-	1,413,664	(1,413,664)
Contributions - State	-	227,005	(227,005)
Contributions - Employee	-	299,515	(299,515)
Net Investment Income	-	2,516,831	(2,516,831)
Change in Excess State Money	(6,262)	-	(6,262)
Share Plan Allocation	10,654	-	10,654
Differences between Expected and Actual Experience	(243,733)	-	(243,733)
Changes in Assumptions	333,666	-	333,666
Benefit Payments, Including Refunds of Contributions	(1,724,415)	(1,724,415)	-
Administrative Expenses	-	(42,004)	42,004
Net Changes	<u>1,526,118</u>	<u>2,690,596</u>	<u>(1,164,478)</u>
Balances at September 30, 2018	<u><u>\$ 32,918,891</u></u>	<u><u>\$ 25,669,269</u></u>	<u><u>\$ 7,249,622</u></u>

The components of the City's net pension liability measured as of the September 30, 2019 are as follows:

	General Employees	Firefighters and Police Officers
Total Pension Liability	\$ 29,869,136	\$ 34,768,127
Plan Fiduciary Net Position	(22,555,493)	(26,436,031)
Net Pension Liability	<u>\$ 7,313,643</u>	<u>\$ 8,332,096</u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	75.51%	76.04%

Differences between Plan Fiduciary Net Position presented above and the amounts presented in the financial statements are due to certain accruals which are the result of timing differences. These differences are not considered to be significant.

For the year ended September 30, 2019, the City recognized total pension expense of \$2,304,846 (\$1,123,478 from GEPP and \$1,181,368 from FPOP). The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Outflows of Resources	General Employees	Firefighters and Police Officers
Contributions Made after the Measurement Date	\$ 1,798,603	\$ 1,826,206
Changes of Assumptions	249,015	772,618
Differences between Expected and Actual Experience	57,972	47,298
Total Deferred Outflows of Resources	<u><u>\$ 2,105,590</u></u>	<u><u>\$ 2,646,122</u></u>

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

Deferred Inflows of Resources	General Employees	Firefighters and Police Officers
Net Difference Between Projected and Actual Earnings on Investments	\$ 221,672	\$ 636,161
Differences between Expected and Actual Experience	163,924	428,314
Total Deferred Inflows of Resources	\$ 385,596	\$ 1,064,475

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent reporting period. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	General Employees	Firefighters and Police Officers
2020	\$ 179,531	\$ 143,279
2021	(123,310)	(130,408)
2022	(119,396)	(136,486)
2023	(15,434)	(120,944)
Total	\$ (78,609)	\$ (244,559)

Actuarial Assumptions:

The total pension liability was determined by an actuarial valuation as of October 1 updated to September 30, using the following actuarial assumptions applied to all measurement periods.

	General Employees	
Valuation Date	10/1/18	10/1/17
Inflation	2.5%	2.5%
Salary Increases	Service Based	Service Based
Investment Rate of Return	7.75%	7.75%
Discount Rate	7.75%	7.75%

	Firefighters and Police Officers	
Valuation Date	10/1/18	10/1/17
Inflation	2.5%	2.5%
Salary Increases	Service Based	Service Based
Investment Rate of Return	7.70%	7.80%
Discount Rate	7.70%	7.80%

For the GEP Plan, the RP 2000 Combined Healthy Table projected to valuation date using scale AA was used in the actuarial valuation. Disabled lives are set forward 5 years. For the FPOP Plan, the RP 2000 Combined Healthy Mortality Table, sex distinct was used in the actuarial valuation.

NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA

The long-term expected rate of return on pension investments was determined using a building block method in which best-estimate ranges of expected future rates of return (expected returns, net of plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the GEPP and FPOP Plans' target asset allocation as of September 30, 2019 and 2018, are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic Equity	7.50%
International Equity	8.50%
Broad Market Fixed Income	2.50%
Real Estate	4.50%

Discount Rate:

The discount rate used to measure the total pension liability for the GEPP and FPOP Plans was 7.75% and 7.70%, respectively for the year ended September 30, 2019. The discount rate used to measure the total pension liability for the GEPP and FPOP Plans was 7.75% and 7.80%, respectively, for the year ended September 30, 2018. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net positions were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate:

As of September 30, 2019:

	<u>1% Decrease 6.75%</u>	<u>Current Discount Rate 7.75%</u>	<u>1% Increase 8.75%</u>
GEPP Plan Net Pension Liability	\$ 10,695,382	\$ 7,313,643	\$ 4,471,629
	<u>1% Decrease 6.70%</u>	<u>Current Discount Rate 7.70%</u>	<u>1% Increase 8.70%</u>
FPOP Plan Net Pension Liability	\$ 12,192,765	\$ 8,332,096	\$ 5,085,867

As of September 30, 2018:

	<u>1% Decrease 6.75%</u>	<u>Current Discount Rate 7.75%</u>	<u>1% Increase 8.75%</u>
GEPP Plan Net Pension Liability	\$ 10,633,589	\$ 7,316,147	\$ 4,526,904
	<u>1% Decrease 6.80%</u>	<u>Current Discount Rate 7.80%</u>	<u>1% Increase 8.80%</u>
FPOP Plan Net Pension Liability	\$ 10,934,307	\$ 7,249,622	\$ 4,150,434

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Note 10 - Other Postemployment Benefits (OPEB)

Plan Description

The City offers postemployment medical, dental, and life insurance benefits to any employee who satisfies the vesting, disability, early or normal retirement provisions of the applicable retirement plan (GEP or FPOP). Eligibility requirements for retirement under the City's two retirement systems may be obtained by writing to the City Clerk, City of Fernandina Beach, 204 Ash Street, Fernandina Beach, Florida 32034, or by calling (904) 310-3115. According to the Substantive Plan, retired police officers, firefighters, and general employees as well as their dependents are permitted to remain covered under the City's medical plans as long as they pay the premium charged by the insurance company for the plan and coverage elected. This conforms to the minimum requirements of governmental employers under Chapter 112.08, Florida Statutes. The plan does not issue separate financial statements.

As of October 1, 2017, the latest actuarial valuation date, there were 179 active participants and 11 retirees (or their spouses) receiving medical benefits. The amount of the contributions required for retiree and dependent coverage may change from time-to-time. Life insurance coverage was not considered other postemployment benefits for purposes of this actuarial valuation.

Funding Policy

Currently the City's OPEB benefits are unfunded. That is, there is no separate trust fund or equivalent arrangement into which the City would make contributions to advance-fund the obligation, as it does for its pension plans. Therefore, the ultimate subsidies which are provided over time are financed directly by the general assets of the City, which are invested in very short-term fixed income instruments. Although an actuarial valuation for OPEB was completed to measure current year's subsidies and project future subsidies, the City Council has determined that a separate trust fund or equivalent arrangement will not be established.

Total OPEB Liability

The total OPEB liability was based on an actuarial valuation dated October 1, 2017 with results projected to October 1, 2018. The total OPEB liability of \$2,558,916 was measured as of October 1, 2018.

Changes in the Total OPEB Liability

Total OPEB Liability, Beginning of Year	<u>\$ 2,587,630</u>
Service Cost	167,465
Interest on Total OPEB Liability	97,594
Changes of Assumptions and other Inputs	(131,624)
Differences Between Expected and Actual Experience	(73,035)
Benefit Payments	<u>(89,114)</u>
Net Change in Total OPEB Liability	<u>(28,714)</u>
Total OPEB Obligation, End of Year	<u><u>\$ 2,558,916</u></u>

Changes of assumptions and other inputs include an increase of the discount rate from 3.60% as of the beginning of the measurement period to 4.15% at the end of the measurement period.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following table presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

	1% Decrease <u>3.15%</u>	Current Discount Rate <u>4.15%</u>	1% Increase <u>5.15%</u>
Total OPEB Liability	\$ 2,804,712	\$ 2,558,916	\$ 2,340,218

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than the current healthcare cost trend rates:

	1% Decrease <u>(6.50% to 4.00%)</u>	Current Healthcare Cost Trend Rate <u>(7.50% to 5.00%)</u>	1% Increase <u>(8.50% to 6.00%)</u>
Total OPEB Liability	\$ 2,287,292	\$ 2,558,916	\$ 2,878,394

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2019, the City recognized OPEB expense of \$327,078. At September 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Contributions After Measurement Date	\$ 113,124	\$ -
Differences Between Expected and Actual Experience	639,566	62,601
Changes in Assumptions and Other Inputs	-	<u>204,845</u>
Total	<u>\$ 752,690</u>	<u>\$ 267,446</u>

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the subsequent reporting period. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending September 30,</u>	<u>Amount</u>
2020	\$ 62,019
2021	62,019
2022	62,019
2023	62,019
2024	62,019
Thereafter	<u>62,025</u>
Total	<u>\$ 372,120</u>

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of the valuation and the historical pattern of sharing benefit costs between the employer and plan members. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

**NOTES TO FINANCIAL STATEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**

Actuarial methods and assumptions include the following:

Actuarial Valuation Date:	October 1, 2017
Measurement Date:	October 1, 2018
Reporting Date:	September 30, 2019
Actuarial Cost Method:	Entry Age Normal Cost
Inflation Rate:	0.0% per year for General, 2.3% per year for Police/Fire
Discount Rate:	4.15% as of October 1, 2018 and 3.60% as of October 1, 2017
Projected Salary Increases:	Salary increase rates used for General, Firefighters, and Police Officers in the applicable pension actuarial valuation: 4.0% - 12.3% including inflation
Healthcare Cost Trend Rate:	The trend rate selected was based on historical medical CPI information.

Note 11 - Tax Abatements

In 2006, the City established a tax abatement program by adopting Ordinance 2006-99. This ordinance allows the City to grant ad valorem tax exemptions for historic properties within the City limits. Upon meeting certain eligibility requirements specified in Florida Statutes, Section 196.1961, the available tax exemption is 50% of the assessed value. In order to qualify for the exemption, the establishment must be regularly open to the public and be maintained in good repair and condition to the extent necessary to preserve the historic value and significance of the property. The amount of tax abated under the program for eligible establishments totaled \$47,430 for the year ended September 30, 2019.

Note 12 - Other Disclosures

Commitments and Contingencies

Grant Programs:

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal and state government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects amounts, if any, to be immaterial.

Litigation:

The City is currently involved in various forms of litigation. These cases are either in the early stages of litigation or are not expected to have a material effect on the financial position or results of operations of the City.

Risk Management:

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the City carries commercial insurance.

Deferred Compensation Plan

The City maintains two deferred compensations plans created in accordance with Internal Revenue Code, Section 457.

REQUIRED SUPPLEMENTARY INFORMATION

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive/(Negative)
Revenues				
Taxes, Licenses, and Permits	\$ 18,411,710	\$ 18,411,710	\$ 18,919,205	\$ 507,495
Intergovernmental	1,514,375	1,514,375	2,391,989	877,614
Fines and Forfeitures	23,700	23,700	39,082	15,382
Charges for Services	1,348,943	1,348,943	1,416,095	67,152
Other	148,944	177,533	245,079	67,546
Total Revenues	21,447,672	21,476,261	23,011,450	1,535,189
Expenditures				
General Government				
City Commission	333,373	298,673	295,886	2,787
City Clerk	514,348	513,348	479,460	33,888
City Manager	534,107	499,757	497,807	1,950
Finance	764,488	814,568	806,096	8,472
Information Technology	670,489	813,609	657,035	156,574
Personnel/Human Resources	375,806	375,806	357,015	18,791
Legal	352,708	352,708	308,072	44,636
Planning	640,393	637,393	606,149	31,244
Non-Departmental	267,183	263,183	260,479	2,704
Facilities Maintenance	620,929	620,929	612,266	8,663
Total General Government	5,073,824	5,189,974	4,880,265	309,709
Public Safety				
Police	5,879,077	5,875,077	5,855,917	19,160
Fire	4,595,973	4,656,014	4,601,164	54,850
Building and Code Enforcement	1,381,059	1,381,059	1,031,471	349,588
Total Public Safety	11,856,109	11,912,150	11,488,552	423,598
Transportation				
Streets	2,332,491	2,343,889	2,149,515	194,374
Economic Environment				
Downtown District	84,791	84,181	74,460	9,721
Public Assistance	58,500	58,500	55,418	3,082
Total Economic Environment	143,291	142,681	129,878	12,803
Culture and Recreation				
Library	14,361	14,361	7,476	6,885
Recreation	1,105,681	1,091,480	968,687	122,793
Parks	323,734	393,734	305,113	88,621
Peck Center/Gym	305,363	296,713	272,547	24,166
MLK Center	201,908	213,054	206,270	6,784
Youth Programs	284,561	291,961	288,565	3,396
Aquatics	342,280	342,195	309,541	32,654
Total Culture and Recreation	2,577,888	2,643,498	2,358,199	285,299
Contingency	150,000	-	-	-
(Total Expenditures)	(22,133,603)	(22,232,192)	(21,006,409)	1,225,783

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive/(Negative)
	Original	Final		
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (685,931)	\$ (755,931)	\$ 2,005,041	\$ 2,760,972
Other Financing Sources (Uses)				
Transfers in	2,391,000	2,391,000	2,391,000	-
Transfers (out)	(2,625,020)	(2,555,020)	(2,667,417)	(112,397)
Total Other Financing Sources (Uses)	<u>(234,020)</u>	<u>(164,020)</u>	<u>(276,417)</u>	<u>(112,397)</u>
Net Change in Fund Balance	(919,951)	(919,951)	1,728,624	2,648,575
Fund Balances, Beginning of Year	<u>5,296,163</u>	<u>4,825,335</u>	<u>9,515,911</u>	<u>4,690,576</u>
Fund Balances, End of Year	<u>\$ 4,376,212</u>	<u>\$ 3,905,384</u>	<u>\$ 11,244,535</u>	<u>\$ 7,339,151</u>

Note 1 - Basis of Presentation

Explanation of differences between General Fund Budgetary Basis Revenues, Expenditures, and Changes in Fund Balance and GAAP Basis as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balance:

	Non-GAAP (Budgetary) Basis	Utility Tax Fund (1)	Law Enforcement Trust Fund (1)	GAAP Basis
Total Revenues	\$ 23,011,450	\$ 1,853,863	\$ 145	\$ 24,865,458
Total Expenditures	(21,006,409)	-	-	(21,006,409)
Other Financing Sources - Transfers	<u>(276,417)</u>	<u>(1,800,000)</u>	<u>-</u>	<u>(2,076,417)</u>
Net Change in Fund Balance	1,728,624	53,863	145	1,782,632
Fund Balance, Beginning of Year	<u>9,515,911</u>	<u>367,125</u>	<u>2,162</u>	<u>9,885,198</u>
Fund Balance, End of Year	<u>\$ 11,244,535</u>	<u>\$ 420,988</u>	<u>\$ 2,307</u>	<u>\$ 11,667,830</u>

(1) Pursuant to GASB Statement No. 54, these funds no longer meet the definition of a Special Revenue fund and have been consolidated with the general fund for financial statement reporting purposes.

Expenditures are controlled at the department level for the general fund. All appropriations, except for amounts corresponding to outstanding encumbrances, lapse at year-end. Transfers out for the general fund exceeded the budgeted transfers by \$112,397 due to the transfer of fund balance for the creation of two new special revenue funds which were previously reported in the general fund.

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
COMMUNITY REDEVELOPMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes, Licenses, and Permits	\$ 8,000	\$ 8,000	\$ 8,652	\$ 652
Other	1,000	1,000	41	(959)
Total Revenues	<u>9,000</u>	<u>9,000</u>	<u>8,693</u>	<u>(307)</u>
Expenditures				
Economic Environment	-	-	-	-
(Total Expenditures)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	9,000	9,000	8,693	(307)
Fund Balances, Beginning of Year	<u>3,000</u>	<u>3,000</u>	<u>13,313</u>	<u>(10,313)</u>
Fund Balances, End of Year	<u>\$ 12,000</u>	<u>\$ 12,000</u>	<u>\$ 22,006</u>	<u>\$ (10,620)</u>

GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CITY OF FERNANDINA BEACH, FLORIDA

Reporting Period Ending Measurement Date	9/30/2020 9/30/2019	9/30/2019 9/30/2018
Total Pension Liability		
Service Cost	\$ 731,482	\$ 689,139
Interest	2,253,079	2,154,276
Differences Between Expected and Actual Experience	(586,865)	23,304
Changes of Assumptions	-	-
Benefit Payments	(1,738,128)	(1,530,235)
Net Change in Total Pension Liability	659,568	1,336,484
Total Pension Liability - Beginning	29,209,568	27,873,084
Total Pension Liability - Ending (a)	<u>\$ 29,869,136</u>	<u>\$ 29,209,568</u>
Plan Fiduciary Net Position		
Contributions - Employer	\$ 1,798,603	\$ 1,739,561
Contributions - Employee	377,735	344,206
Net Investment Income	262,957	1,627,575
Benefit Payments	(1,738,128)	(1,530,235)
Administrative Expenses	(39,095)	(32,246)
Net Change in Plan Fiduciary Net Position	662,072	2,148,861
Plan Fiduciary Net Position - Beginning	21,893,421	19,744,560
Plan Fiduciary Net Position - Ending (b)	<u>\$ 22,555,493</u>	<u>\$ 21,893,421</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 7,313,643</u>	<u>\$ 7,316,147</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.51%	74.95%
Covered Payroll	\$ 5,811,317	\$ 5,295,468
Net Pension Liability as a Percentage of Covered Payroll	125.85%	138.16%

Additional years will be added to this schedule annually, until 10 years of data is presented.

The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 9/30/2015 measurement period which includes DROP payroll

Changes of Assumptions:

For measurement date September 30, 2016, as a result of the Experience Study dated November 10, 2016, the Board has made the following changes:

1. Salary Increases - The assumed rate of individual salary increases was changed from a flat 5.0% each year to a service-based table.
2. Mortality Rates - The assumed rates of mortality were changed to match what is used by the Florida Retirement System (FRS) for other than special risk participants.
3. Retirement Rates - The rates for Normal and Early Retirement were modified to reflect historical participant behavior.
4. Withdrawal Rates - The assumed rates of turnover changed from an age based table to a service based table.
5. Investment Return - Lowered from 8.00% to 7.75%

Details of the above assumptions can be found in the Actuarial Assumptions and Methods section of the 10/01/2016 Valuation report. Additionally, all future bases of the Unfunded Actuarial Accrued Liability (beginning with those established on October 1, 2016) will be amortized utilizing a level-dollar approach. Future bases attributed to actuarial gains or losses will be amortized over 10 years, assumption changes amortized over 20 years, and benefit changes amortized over 30 years. Finally, the inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

9/30/2018 9/30/2017	9/30/2017 9/30/2016	9/30/2016 9/30/2015	9/30/2015 9/30/2014	9/30/2014 9/30/2013
\$ 623,020 2,080,456	\$ 640,943 2,040,323	\$ 658,841 1,992,049	\$ 638,941 1,905,236	\$ 591,612 1,829,639
80,987 -	(289,022) 996,058	(458,339) -	- -	- -
(2,265,908)	(1,793,747)	(1,348,707)	(1,609,123)	(1,438,098)
518,555	1,594,555	843,844	935,054	983,153
27,354,529	25,759,974	24,916,130	23,981,076	22,997,923
<u>\$ 27,873,084</u>	<u>\$ 27,354,529</u>	<u>\$ 25,759,974</u>	<u>\$ 24,916,130</u>	<u>\$ 23,981,076</u>
\$ 1,745,906 324,519 1,938,085 (2,265,908) (40,481)	\$ 1,590,471 302,123 1,445,907 (1,793,747) (33,274)	\$ 1,291,060 265,734 209,869 (1,348,707) (31,336)	\$ 1,222,791 268,700 1,372,873 (1,609,123) (23,443)	\$ 1,018,294 274,302 1,716,113 (1,438,098) (31,129)
1,702,121	1,511,480	386,620	1,231,798	1,539,482
18,042,439	16,530,959	16,144,339	14,912,541	13,373,059
<u>\$ 19,744,560</u>	<u>\$ 18,042,439</u>	<u>\$ 16,530,959</u>	<u>\$ 16,144,339</u>	<u>\$ 14,912,541</u>
<u>\$ 8,128,524</u>	<u>\$ 9,312,090</u>	<u>\$ 9,229,015</u>	<u>\$ 8,771,791</u>	<u>\$ 9,068,535</u>
70.84%	65.96%	64.17%	64.79%	62.18%
\$ 4,992,596	\$ 4,648,051	\$ 4,533,367	\$ 4,133,843	\$ 4,220,035
162.81%	200.34%	203.58%	212.19%	214.89%

**GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
CITY OF FERNANDINA BEACH, FLORIDA**

Fiscal Year Ended	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency (Excess)	Covered Payroll (1)	Contributions as a Percentage of Covered Payroll
9/30/2019	\$ 1,798,603	\$ 1,798,603	\$ -	\$ 5,811,317	30.95%
9/30/2018	1,739,561	1,739,561	-	5,295,468	32.85%
9/30/2017	1,745,911	1,745,906	5	4,992,596	34.97%
9/30/2016	1,574,760	1,590,471	(15,711)	4,648,051	34.22%
9/30/2015	1,291,060	1,291,060	-	4,533,367	28.48%
9/30/2014	1,222,791	1,222,791	-	4,133,843	29.58%
9/30/2013	1,018,294	1,018,294	-	4,220,035	24.13%

(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the 9/30/2015 measurement period which includes DROP Payroll

**GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)**

NOTES TO SCHEDULE

Valuation Date: October 1, 2017

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Mortality:

Healthy Active Lives:

Female: RP2000 Generational, 100% White Collar, Scale BB.

Male: RP2000 Generational, 50% White Collar / 50%

Blue Collar, Scale BB.

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP2000 Generational, 50% Annuitant White Collar / 50% Annuitant

Blue Collar, Scale BB.

Disabled Lives:

Female: 100% RP2000 Disabled Female set forward two years

Male: 100% RP2000 Disabled Male setback four years

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumption used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in July 1, 2016, FRS valuation report for non-special risk lives. We feel this assumption sufficiently accommodates future mortality improvements.

Normal Retirement:

For Members with less than 25 years of Credited Service, a 100% assumption at age 65. For members with 25 or more years of Credited Service, an 80% assumption at ages 55 and 56 and a 100% assumption for ages 57 and older. For 35 or more years of Credit Service, no change to prior assumption of 100% assumed retirement upon completion of 35 years of Credited Service. These rates were adopted as a result of our November 10, 2016, Experience Study.

Early Retirement:

For Members with less than 25 years of Credited Service, a 8% assumption for each year of eligibility from ages 55-59, and a 25% assumption for each year of eligibility for ages 60-64. For members with 25 or more years of Credited Service, a 25% assumption for 25 to 28 years of Credited Service, and a 100% assumption for 29 or more years of Credited Service. These rates were adopted as a result of our November 10, 2016, Experience Study.

Disability Rates:

See table below (1201). It is assumed that 75% of disablements are service related. The assumed rates of disablement were developed from those used by other plans containing Florida municipal expenses.

Age	% Becoming Disabled
	During the Year
20	0.03%
30	0.04%
40	0.07%
50	0.18%

GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

NOTES TO SCHEDULE
(Concluded)

Termination Rates:

Credited Service	Termination
Less than 2 Years	25.00%
2-3 Years	10.00%
4-9 Years	8.50%
10 Years and Greater	5.00%

This assumption was adopted as a result of our November 10, 2016, Experience Study.

Interest Rate:

7.75% per Year Compounded Annually, Net of Investment Related Expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class, and also approved by the Board of Trustees as a result of our November 10, 2016 Experience Study.

Salary Increases:

Credited Service	Increase
Less than 1 Year	10.00%
1 Year	6.00%
2-5 Years	4.50%
6 Years and Greater	4.00%

This assumption was adopted as a result of our November 10, 2016 Experience Study.

Payroll Growth:

0% per year for amortization of the Unfunded Actuarial Accrued Liability. This assumption was adopted as a result of our November 10, 2016.

Funding Method:

Entry Age, Normal Actuarial Cost Method

Actuarial Asset Method:

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value returns, net of fees. It is possible that over time this technique will produce an insignificant bias or below Market Value.

**GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF INVESTMENT RETURNS
CITY OF FERNANDINA BEACH, FLORIDA**

Fiscal Year Ended	Annual Money-Weighted Rate of Return Net of Investment Expense
9/30/2019	1.21%
9/30/2018	8.31%
9/30/2017	11.09%
9/30/2016	8.95%
9/30/2015	1.31%
9/30/2014	9.41%
9/30/2013	12.91%

Additional years will be added to this schedule annually, until 10 years of data is presented.

FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CITY OF FERNANDINA BEACH, FLORIDA

Reporting Period Ending Measurement Date	<u>9/30/2020</u> <u>9/30/2019</u>	<u>9/30/2019</u> <u>9/30/2018</u>
Total Pension Liability		
Service Cost	\$ 762,325	\$ 690,258
Interest	2,557,460	2,465,950
Change in Excess State Money	-	(6,262)
Share Plan Allocation	11,072	10,654
Changes of benefit terms	(5,346)	-
Differences Between Expected and Actual Experience	(50,157)	(243,733)
Changes in Assumptions	349,722	333,666
Contributions - Buy Back	-	-
Benefit Payments	(1,775,840)	(1,724,415)
Net Change in Total Pension Liability	1,849,236	1,526,118
Total Pension Liability - Beginning	<u>32,918,891</u>	<u>31,392,773</u>
Total Pension Liability - Ending (a)	<u><u>\$ 34,768,127</u></u>	<u><u>\$ 32,918,891</u></u>
Plan Fiduciary Net Position		
Contributions - Employer	\$ 1,577,387	\$ 1,413,664
Contributions - State	248,819	227,005
Contributions - Employee	324,322	299,515
Contributions - Buy Back	-	-
Net Investment Income	441,765	2,516,831
Benefit Payments	(1,775,840)	(1,724,415)
Administrative Expenses	(49,691)	(42,004)
Net Change in Plan Fiduciary Net Position	766,762	2,690,596
Plan Fiduciary Net Position - Beginning	<u>25,669,269</u>	<u>22,978,673</u>
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 26,436,031</u></u>	<u><u>\$ 25,669,269</u></u>
Net Pension Liability - Ending (a) - (b)	<u><u>\$ 8,332,096</u></u>	<u><u>\$ 7,249,622</u></u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	76.04%	77.98%
Covered Payroll	\$ 4,211,980	\$ 3,889,808
Net Pension Liability as a Percentage of Covered Payroll	197.82%	186.37%

Additional years will be added to this schedule annually until 10 years of data is presented.

The Covered Payroll numbers shown are in compliance with GASB 82, except for the 9/30/2015 measurement period which includes DROP payroll.

Changes of Benefit Terms:

For measurement date 09/30/2019, amounts reported as changes of benefit terms resulted from the provisions of Chapter 112.1816, Florida Statutes. The Statutes state that, effective July 1, 2019, a death or disability (under the Plan's definition of total and permanent disability) for a Firefighter due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer will be treated as duty-related.

For measurement date 09/30/2018, Ordinance 2018-117, adopted and effective August 21, 2018, applied the "Default" provision of Chapter 2015-39, Laws of Florida for utilization of the Firefighter portion of State Monies. Please see the October 24, 2018 Actuarial Impact Statement for details.

FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

9/30/2018 9/30/2017	9/30/2017 9/30/2016	9/30/2016 9/30/2015	9/30/2015 9/30/2014	9/30/2014 9/30/2013
\$ 634,067	\$ 691,242	\$ 673,931	\$ 629,885	\$ 583,227
2,351,027	2,244,457	2,135,586	2,065,964	2,012,184
(6,566)	-	-	-	-
14,521	-	-	-	-
47,179	(583,314)	94,951	-	-
404,100	658,065	-	-	-
-	-	-	9,362	-
(1,636,299)	(1,606,010)	(1,515,765)	(2,242,194)	(1,697,467)
1,808,029	1,404,440	1,388,703	463,017	897,944
29,584,744	28,180,304	26,791,601	26,328,584	25,430,640
<u>\$ 31,392,773</u>	<u>\$ 29,584,744</u>	<u>\$ 28,180,304</u>	<u>\$ 26,791,601</u>	<u>\$ 26,328,584</u>
\$ 1,222,727	\$ 1,285,152	\$ 1,321,071	\$ 1,442,276	\$ 1,415,926
234,807	228,116	224,969	223,515	228,126
288,097	293,641	287,839	271,215	260,746
-	-	-	9,362	-
2,189,459	1,569,990	216,827	1,579,432	1,888,434
(1,636,299)	(1,606,010)	(1,515,765)	(2,242,194)	(1,697,467)
(42,590)	(36,728)	(32,903)	(23,615)	(30,576)
2,256,201	1,734,161	502,038	1,259,991	2,065,189
20,722,472	18,988,311	18,486,273	17,226,282	15,161,094
<u>\$ 22,978,673</u>	<u>\$ 20,722,472</u>	<u>\$ 18,988,311</u>	<u>\$ 18,486,273</u>	<u>\$ 17,226,283</u>
<u>\$ 8,414,100</u>	<u>\$ 8,862,272</u>	<u>\$ 9,191,993</u>	<u>\$ 8,305,328</u>	<u>\$ 9,102,301</u>
73.20%	70.04%	67.38%	69.00%	65.43%
\$ 3,741,515	\$ 3,813,519	\$ 3,748,766	\$ 3,522,270	\$ 3,386,307
224.88%	232.39%	245.20%	235.79%	268.80%

Changes of Assumptions:

For measurement date 09/30/2019, amounts reported as changes of assumptions resulted from lowering the net-of-fees investment return assumption from 7.80% to 7.70%.

For measurement date 9/30/2018, amounts reported as changes of assumptions resulted from lowering the net-of-fees investment return assumption from 7.90% to 7.80%.

For measurement date 9/30/2017, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report. Additionally, the investment return assumption has been reduced from 8.00% to 7.90% (net of fees).

For measurement date 9/30/2016, as a result of the Experience Study dated August 10, 2016, the Board has adopted the following changes:

1. Salary Increases - The assumed rate of individual salary increases was changed from a flat 5.0% each year to a service-based table.
2. Mortality Rates - The assumed rates of mortality were changed to match what is used by the Florida Retirement System (FRS).
3. Retirement Rates - The assumption for Early Retirement changed from a 5% assumption for each year of eligibility to 10%. The assumption for Normal Retirement changed to 50% at immediate eligibility, 50% for those eligible for one year, and 100% for those eligible for at least two years.
4. Withdrawal Rates - The assumed rates of turnover changed from the current service based table to a service-based table with slightly higher rates.

Additionally, all future bases of the Unfunded Actuarial Accrued Liability will be amortized utilizing a level-dollar future bases attributed to actuarial gains or losses will be amortized over 10 years, assumption changes amortized over 20 years, and benefit changes amortized over 30 years.

Also the inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized the Plan's investment consultant.

FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
CITY OF FERNANDINA BEACH, FLORIDA

Fiscal Year Ended	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency (Excess)	Covered Payroll (1)	Contributions as a Percentage of Covered Payroll
9/30/2019	\$ 1,803,149	\$ 1,815,134	\$ (11,985)	\$ 4,211,980	43.09%
9/30/2018	1,654,724	1,633,145	21,579	3,889,808	41.99%
9/30/2017	1,435,619	1,446,296	(10,677)	3,741,515	38.66%
9/30/2016	1,494,900	1,513,268	(18,368)	3,813,519	39.68%
9/30/2015	1,544,613	1,546,040	(1,427)	3,748,766	41.24%
9/30/2014	1,665,681	1,665,791	(110)	3,522,270	47.29%
9/30/2013	1,644,052	1,644,052	-	3,386,307	48.55%

(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the 9/30/2015 measurement period which includes DROP Payroll

FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)

NOTES TO SCHEDULE

Valuation Date: 10/1/2017 (AIS 10/24/2018)

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Mortality:

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90%

Combined Healthy Blue Collar, Scale BB.

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant

White Collar with no setback, no projections scale.

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant

White Collar with no setback, no projections scale.

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida.

The law mandates the use of the assumption used in either of the two most recent

valuations of the Florida Retirement System (FRS). The above rates are those

outlined in Milliman's July 1, 2016 FRS valuation report for special risk

participants. We see this assumption sufficiently accommodates future mortality.

Interest Rate:

7.90 per year compounded annually, net of investment expenses. This assumption is supported by the Plan's asset allocation and expected long-term returns by asset class.

Normal Retirement:

Earlier of age 55 and 6 years of service or 25 years of service, regardless of age.

Number of Years Eligible for Normal Retirement	Probability of Retirement
0	50.00%
1	50.00%
2+	100.00%

This assumption was adopted based on the results of the August 10, 2016 Actuarial Experience Study.

Early Retirement:

Commencing with the earliest Age (50), Members are assumed to retire with an immediate subsidized benefit at the rate of 10% per year. This assumption was adopted based on the results of the August 10, 2016 Actuarial Experience Study.

Disability Rates:

See table below (1202). It is assumed that 75% of disablements are service related.

Age	Disabled During the Year
20	0.051%
30	0.058%
40	0.121%
50	0.429%

This assumption was developed from those used by other plans containing Florida municipal Police Officers and Firefighters

FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

NOTES TO SCHEDULE
(Concluded)

Termination Rates:

Years of Service	Termination Rate
<1	14.00%
1	14.00%
2	13.00%
3	12.00%
4	10.00%
5-9	4.00%
10-14	3.50%
15+	0.00%

This assumption was adopted as a result of our August 10, 2016, Experience Study.

Interest Rate:

7.5% per Year Compounded Annually, Net of Investment Related Expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class, and also approved by the Board of Trustees as a result of our November 10, 2016, Experience Study.

Salary Increases:

Years of Service	Increase
<1	10.00%
1	9.00%
2	9.00%
3	5.00%
4	5.00%
5-9	5.00%
10+	4.50%

This assumption was adopted based on the results of the August 10, 2016, Actuarial Experience Study.

Projected salary at retirement is increase as follows to account for non-regular compensation.

Service as of 10/1/2013	Final Salary Load
5 or more years	10.000%
Less than 5 years	5.000%

Experience Study.

Payroll Growth:

2.3% per year. For UAAL bases created beginning with the October 1, 2016, valuation, a level-dollar approach will be utilized. This assumption was adopted by the Board in conjunction with the August 10, 2016, Actuarial Experience Study.

Funding Method:

Entry Age, Normal Actuarial Cost Method

Actuarial Asset Method:

The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in an insignificant bias that is above or below Market Value of Assets.

**FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN
SCHEDULE OF INVESTMENT RETURNS
CITY OF FERNANDINA BEACH, FLORIDA**

Fiscal Year Ended	Annual Money-Weighted Rate of Return Net of Investment Expense
9/30/2019	1.74%
9/30/2018	11.09%
9/30/2017	10.77%
9/30/2016	8.42%
9/30/2015	1.19%
9/30/2014	9.27%
9/30/2013	12.38%

Additional years will be added to this schedule annually, until 10 years of data is presented.

**SCHEDULE OF CHANGES IN TOTAL OTHER POSTEMPLOYMENT BENEFITS (OPEB)
AND RELATED RATIOS
OTHER POSTEMPLOYMENT BENEFIT PLAN
CITY OF FERNANDINA BEACH, FLORIDA**

Reporting Date:	9/30/2019	9/30/2018
Measurement Date:	9/30/2018	9/30/2017
Total OPEB Liability		
Service Cost	\$ 167,465	\$ 100,064
Interest on the Total OPEB Liability	97,594	53,355
Changes in Assumptions and Other Inputs	(131,624)	(122,700)
Differences Between Expected and Actual Experience	(73,035)	852,753
Benefit Payments	(89,114)	(78,336)
Net Change in Total OPEB Liability	(28,714)	805,136
Total OPEB Liability - Beginning of Year	2,587,630	1,782,494
Total OPEB Liability - End of Year	\$ 2,558,916	\$ 2,587,630
Covered-Employee Payroll	\$ 9,289,093	\$ 9,080,247
Total OPEB Liability as a Percentage of Covered Employee Payroll	27.55%	28.50%

Notes:

GASB Statement 75 defined covered employee payroll as the payroll of employees that are provided with OPEB through the OPEB plan, including employees terminated during the measurement period.

Changes in assumptions and other inputs include the change in the discount rate from 3.60% at the beginning of the measurement period to 4.15% at the end of the measurement period.

10 years of data will be displayed as information becomes available.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NON-MAJOR GOVERNMENTAL FUNDS

Federal Forfeiture Fund—This fund is similar in nature to the Law Enforcement Trust Fund but is used to account for property seized in violation

Tree Trust Fund—This fund is established for purposes of tree protection, tree preservation and purchase and replacement of trees within the City. Funds are derived from donations, penalties and fines established in the Land Development Code.

Historic District Trust Fund—This fund was established to support the presentation of historic structures deemed significant to the City's cultural fabric and are protected by public review. This fund will also enhance the continued vitality of the downtown historic district by offering programs to educate the community.

Community Development Block Grant Fund—This fund was created to account for repayment of the mortgage for Brett's Restaurant.

Land Conservation Trust Fund—This fund was established for purposes to acquire, protect and manage environmentally sensitive lands that contain natural upland or wetland communities, native plant communities, rare and endangered flora and fauna, endemic species and endangered species habitat.

Local Law Enforcement Block Fund—This fund was created to account for the receipt and disbursement of the Local Law Enforcement Block Grant.

Cemetery Fund—The Cemetery Division is responsible for maintaining a clean and peaceful presentation of the facility grounds. The selling of burial lots and permitting of burials and monuments is also the responsibility of this division. Assisting visitors in locating of specific grave sites as well as researching areas in the ancient section by using past burial records.

Law Enforcement Recovery Fund—The source of revenue for this fund is unclaimed/abandoned cash and/or property. The funds are restricted for the sole purpose that they can only be used for specific law enforcement activities relating to the mission of the agency.

Bond Debt Service Fund—This fund accounts for the payment of debt service on the City's General Obligation Bonds. These bonds were issued to fund various land preservation and recreation/park projects.

Capital Expansion Fund—This fund accounts for the revenues and expenditures for development impact fees. These fees are collected at the time of the issuance of building permits to partially offset the capital cost of providing certain services due to City growth. Florida law prohibits the use of these funds for repair or maintenance, personnel, or capital replacement. Rather, the funds must only be used for expansion of police, fire, recreation and parks or City administration equipment or facilities that can be attracted to new development.

**COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Special Revenue Funds	
	Federal Forfeiture Fund	Tree Trust Fund
Assets		
Cash and Investments	\$ 184,428	\$ 168,223
Due from Other Governments	-	-
Total Assets	<u>184,428</u>	<u>168,223</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities		
Accounts Payable and Accrued Expenses	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balances		
Restricted for:		
Public Safety	184,428	-
Land Conservation	-	-
Community Development	-	-
Capital Improvements	-	-
Committed for:		
Conservation and Resource Management	-	168,223
Historical District Trust	-	-
Cemetery	-	-
Assigned for:		
Cemetery	-	-
Debt Service	-	-
Total Fund Balances	<u>184,428</u>	<u>168,223</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 184,428</u>	<u>\$ 168,223</u>

Special Revenue Funds					
HDC Fund	Community Development Block Grant Fund	Land Conservation Trust Fund	Local Law Enforcement Block Fund	Cemetery Fund	Law Enforcement Recovery Fund
\$ 9,016	\$ 104,414	\$ 50	\$ -	\$ 1,146,251	\$ 92,309
-	8,500	-	-	-	10,638
9,016	112,914	50	-	1,146,251	102,947
-	-	-	-	2,747	163
-	-	-	-	2,747	163
-	-	-	-	-	102,784
-	-	50	-	-	-
-	112,914	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
9,016	-	-	-	-	-
-	-	-	-	1,091,248	-
-	-	-	-	52,256	-
-	-	-	-	-	-
9,016	112,914	50	-	1,143,504	102,784
\$ 9,016	\$ 112,914	\$ 50	\$ -	\$ 1,146,251	\$ 102,947

COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

	Debt Service Fund	Capital Projects Funds	Total Non-Major Governmental Funds
	Bond Debt Service Fund	Capital Expansion Fund	
Assets			
Cash and Investments	\$ 4,464	\$ 4,610,344	\$ 6,319,499
Due from Other Governments	-	-	19,138
Total Assets	<u>4,464</u>	<u>4,610,344</u>	<u>6,338,637</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances			
Liabilities			
Accounts Payable and Accrued Expenses	-	(1,345)	1,565
Total Liabilities	<u>-</u>	<u>(1,345)</u>	<u>1,565</u>
Fund Balances			
Restricted for:			
Public Safety	-	-	287,212
Land Conservation	-	-	50
Community Development	-	-	112,914
Capital Improvements	-	4,611,689	4,611,689
Committed for:			
Conservation and Resource Management	-	-	168,223
Historical District Trust	-	-	9,016
Cemetery	-	-	1,091,248
Assigned for:			
Cemetery	-	-	52,256
Debt Service	4,464	-	4,464
Total Fund Balances	<u>4,464</u>	<u>4,611,689</u>	<u>6,337,072</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 4,464</u>	<u>\$ 4,610,344</u>	<u>\$ 6,338,637</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Special Revenue Funds	
	Federal Forfeiture Fund	Tree Trust Fund
Revenues		
Taxes, Licenses, and Permits	\$ -	\$ 59,458
Intergovernmental	-	-
Charges for Services	-	-
Fines and Forfeitures	175,107	-
Other Revenue	12,778	294
Total Revenues	<u>187,885</u>	<u>59,752</u>
Expenditures		
Current:		
General Government	-	146
Public Safety	-	-
Physical Environment	-	-
Debt Service:		
Principal	-	-
Interest and Fees	-	-
Capital Outlay	70,407	-
(Total Expenditures)	<u>(70,407)</u>	<u>(146)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>117,478</u>	<u>59,606</u>
Other Financing Sources (Uses)		
Transfers in	-	108,617
Transfers (out)	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>108,617</u>
Net Change in Fund Balance	117,478	168,223
Fund Balances, Beginning of Year	<u>66,950</u>	<u>-</u>
Fund Balances, End of Year	<u>\$ 184,428</u>	<u>\$ 168,223</u>

Special Revenue Funds					
HDC Fund	Community Development Block Grant Fund	Land Conservation Trust Fund	Local Law Enforcement Block Fund	Cemetery Fund	Law Enforcement Recovery Fund
\$ 5,220	\$ -	\$ -	\$ -	\$ 3,440	\$ -
-	-	-	-	-	127,653
-	-	-	-	182,004	-
-	-	-	-	-	-
16	3,213	50	-	30,413	1,000
5,236	3,213	50	-	215,857	128,653
-	-	-	-	-	-
-	-	-	-	-	67,694
-	-	-	-	175,982	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	85,804
-	-	-	-	(175,982)	(153,498)
5,236	3,213	50	-	39,875	(24,845)
3,780	-	-	-	11,300	571
-	-	-	(571)	-	-
3,780	-	-	(571)	11,300	571
9,016	3,213	50	(571)	51,175	(24,274)
-	109,701	-	571	1,092,329	127,058
\$ 9,016	\$ 112,914	\$ 50	\$ -	\$ 1,143,504	\$ 102,784

**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)**

	Debt Service Fund	Capital Projects Funds	Total Non-Major Governmental Funds
	Bond Debt Service Fund	Capital Expansion Fund	
Revenues			
Taxes, Licenses, and Permits	\$ -	\$ 1,209,141	\$ 1,277,259
Intergovernmental	-	-	127,653
Charges for Services	-	-	182,004
Fines and Forfeitures	-	-	175,107
Other Revenue	-	21,694	69,458
Total Revenues	-	1,230,835	1,831,481
Expenditures			
Current:			
General Government	-	-	146
Public Safety	-	-	67,694
Physical Environment	-	180,022	356,004
Debt Service:			
Principal	395,000	-	395,000
Interest and Fees	28,698	-	28,698
Capital Outlay	-	445,006	601,217
(Total Expenditures)	(423,698)	(625,028)	(1,448,759)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(423,698)	605,807	382,722
Other Financing Sources (Uses)			
Transfers in	423,720	-	547,988
Transfers (out)	-	-	(571)
Total Other Financing Sources (Uses)	423,720	-	547,417
Net Change in Fund Balance	22	605,807	930,139
Fund Balances, Beginning of Year	4,442	4,005,882	5,406,933
Fund Balances, End of Year	\$ 4,464	\$ 4,611,689	\$ 6,337,072

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
FEDERAL FORFEITURE FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Fines and Forfeitures	\$ 15,000	\$ 15,000	\$ 175,107	\$ 160,107
Other Revenue	-	-	12,778	12,778
Total Revenues	<u>15,000</u>	<u>15,000</u>	<u>187,885</u>	<u>172,885</u>
Expenditures				
Capital Outlay	<u>72,800</u>	<u>72,800</u>	<u>70,407</u>	<u>2,393</u>
(Total Expenditures)	<u>(72,800)</u>	<u>(72,800)</u>	<u>(70,407)</u>	<u>(2,393)</u>
Net Change in Fund Balance	<u>\$ (57,800)</u>	<u>\$ (57,800)</u>	<u>\$ 117,478</u>	<u>\$ 170,492</u>

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
TREE TRUST FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes, Licenses, and Permits	\$ -	\$ -	\$ 59,458	\$ 59,458
Other Revenue	-	-	294	294
Total Revenues	-	-	59,752	59,752
Expenditures				
Current:				
General Government	-	-	146	(146)
(Total Expenditures)	-	-	(146)	(146)
Excess of Revenues Over				
Expenditures	-	-	59,606	59,606
Other Financing Sources (Uses)				
Transfers in	-	-	108,617	108,617
Net Change in Fund Balance	\$ -	\$ -	\$ 168,223	\$ 168,223

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
HDC FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes, Licenses, and Permits	\$ -	\$ -	\$ 5,220	\$ 5,220
Other Revenue	-	-	16	16
Total Revenues	-	-	5,236	5,236
Expenditures				
(Total Expenditures)	-	-	-	-
Excess of Revenues Over				
Expenditures	-	-	5,236	5,236
Other Financing Sources (Uses)				
Transfers (in)	-	-	3,780	3,780
Net Change in Fund Balance	\$ -	\$ -	\$ 9,016	\$ 9,016

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Other Revenue	\$ -	\$ -	\$ 3,213	\$ 3,213
Total Revenues	<u>-</u>	<u>-</u>	<u>3,213</u>	<u>3,213</u>
Expenditures				
Current:				
Capital Outlay	<u>101,181</u>	<u>101,181</u>	<u>-</u>	<u>101,181</u>
(Total Expenditures)	<u>(101,181)</u>	<u>(101,181)</u>	<u>-</u>	<u>101,181</u>
Net Change in Fund Balance	<u>\$ (101,181)</u>	<u>\$ (101,181)</u>	<u>\$ 3,213</u>	<u>\$ 104,394</u>

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
LAND CONSERVATION TRUST FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Other Revenue	\$ -	\$ -	\$ 50	\$ 50
Total Revenues	-	-	50	50
Expenditures				
(Total Expenditures)	-	-	-	-
Net Change in Fund Balance	\$ -	\$ -	\$ 50	\$ 50

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
LOCAL LAW ENFORCEMENT BLOCK FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures				
(Total Expenditures)	-	-	-	-
Other Financing Sources (Uses)				
Transfers (out)	-	-	(571)	(571)
Net Change in Fund Balance	\$ -	\$ -	\$ (571)	\$ (571)

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
CEMETERY FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Continued)**

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes, Licenses, and Permits	\$ 3,500	\$ 3,500	\$ 3,440	\$ (60)
Charges for Services	147,200	147,200	182,004	34,804
Other Revenue	10,000	10,000	30,413	20,413
Total Revenues	<u>160,700</u>	<u>160,700</u>	<u>215,857</u>	<u>55,157</u>
Expenditures				
Current:				
Physical Environment	191,698	191,698	175,982	15,716
(Total Expenditures)	<u>(191,698)</u>	<u>(191,698)</u>	<u>(175,982)</u>	<u>15,716</u>
Excess of Revenues Over				
Expenditures	(30,998)	(30,998)	39,875	70,873
Other Financing Sources (Uses)				
Transfers in	11,300	11,300	11,300	-
Net Change in Fund Balance	<u>\$ (19,698)</u>	<u>\$ (19,698)</u>	<u>\$ 51,175</u>	<u>\$ 70,873</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
LAW ENFORCEMENT RECOVERY FUND
SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)**

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Intergovernmental Revenue	\$ 127,644	\$ 127,644	\$ 127,653	\$ 9
Other Revenue	-	-	1,000	1,000
Total Revenues	<u>127,644</u>	<u>127,644</u>	<u>128,653</u>	<u>1,009</u>
Expenditures				
Current:				
Public Safety	70,000	74,500	67,694	6,806
Capital Outlay	<u>87,000</u>	<u>87,000</u>	<u>85,804</u>	<u>1,196</u>
(Total Expenditures)	<u>(157,000)</u>	<u>(161,500)</u>	<u>(153,498)</u>	<u>8,002</u>
Excess of Revenues Over				
Expenditures	(29,356)	(33,856)	(24,845)	9,011
Other Financing Sources (Uses)				
Transfers in	<u>11,300</u>	<u>11,300</u>	<u>571</u>	<u>(10,729)</u>
Net Change in Fund Balance	<u>\$ (18,056)</u>	<u>\$ (22,556)</u>	<u>\$ (24,274)</u>	<u>\$ (1,718)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
BOND DEBT SERVICE FUND
DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures				
Debt Service:				
Principal	395,000	395,000	395,000	-
Interest and Fees	28,698	28,698	28,698	-
(Total Expenditures)	(423,698)	(423,698)	(423,698)	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(423,698)	(423,698)	(423,698)	-
Other Financing Sources (Uses)				
Transfers in	423,720	423,720	423,720	-
Net Change in Fund Balance	\$ 22	\$ 22	\$ 22	\$ -

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
CAPITAL IMPROVEMENT FUND
CAPITAL PROJECT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive (Negative)
Revenues				
Intergovernmental	\$ 2,270,000	\$ 2,270,000	\$ 247,320	\$ (2,022,680)
Other Revenue	3,000	3,000	7,503	4,503
Total Revenues	<u>2,273,000</u>	<u>2,273,000</u>	<u>254,823</u>	<u>(2,018,177)</u>
Expenditures				
Current:				
General Government	700	700	630	70
Physical Environment	1,310,000	1,310,000	1,150,575	159,425
Transportation	166,500	175,044	165,570	9,474
Debt Service:				-
Principal	673,842	675,842	675,842	-
Interest	25,173	25,223	25,223	-
Capital Outlay	1,665,000	1,588,735	1,363,398	225,337
(Total Expenditures)	<u>(3,841,215)</u>	<u>(3,775,544)</u>	<u>(3,381,238)</u>	<u>394,306</u>
Excess of Revenues Over Expenditures	(1,568,215)	(1,502,544)	(3,126,415)	(1,623,871)
Other Financing Sources (Uses)				
Transfers in	<u>1,680,700</u>	<u>1,610,700</u>	<u>1,610,700</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ 112,485</u>	<u>\$ 108,156</u>	<u>\$ (1,515,715)</u>	<u>\$ (1,623,871)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
CAPITAL EXPANSION FUND
CAPITAL PROJECT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes, Licenses, and Permits	\$ 1,531,250	\$ 1,531,250	\$ 1,209,141	\$ (322,109)
Other Revenue	1,708,000	1,708,000	21,694	(1,686,306)
Total Revenues	<u>3,239,250</u>	<u>3,239,250</u>	<u>1,230,835</u>	<u>(2,008,415)</u>
Expenditures				
Current:				
Physical Environment	10,000	228,000	180,024	47,976
Capital Outlay	1,004,000	1,284,000	445,006	838,994
(Total Expenditures)	<u>(1,014,000)</u>	<u>(1,512,000)</u>	<u>(625,030)</u>	<u>886,970</u>
 Net Change in Fund Balance	 <u>\$ 2,225,250</u>	 <u>\$ 1,727,250</u>	 <u>\$ 605,805</u>	 <u>\$ (1,121,445)</u>

NON-MAJOR ENTERPRISE FUNDS

Golf Course Fund—The Golf Course Department's function is to provide a high quality golf experience to residents and tourists of Fernandina Beach & Amelia Island. The executed a management agreement with Billy Casper Golf Management Company that became effective in December 2010 and was renewed in 2015.

Stormwater Fund—This Fund was formed due to the critical need for improvements to the City's storm drains, drainage system and the development of a comprehensive plan for stormwater so that the City would be prepared to comply with future State and Federal requirements. The Stormwater Department is responsible for finding solutions to existing flooding and drainage problems in City streets, as well as maintenance and improvement to the existing drainage systems. The Stormwater Management staff is also responsible for reviewing all construction plans for commercial projects, residential developments, parking lots and storm drainage systems throughout the City.

COMBINING STATEMENT OF NET POSITION
NON-MAJOR ENTERPRISE FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	Golf Course Fund	Stormwater Fund	Total
Assets			
Current Assets:			
Cash and Investments	\$ 499	\$ 110,647	\$ 111,146
Receivables:			
Accounts, Net of Allowance for Uncollectible Accounts	-	106,900	106,900
Due from Other Governments	-	115,742	115,742
Prepaid Expenses	9,158	-	9,158
Inventories	43,858	-	43,858
Total Current Assets	<u>53,515</u>	<u>333,289</u>	<u>386,804</u>
Non-Current Assets:			
Restricted Assets:			
Cash and Investments	-	23,696	23,696
Capital Assets, Net, Where Applicable, of Accumulated Depreciation	<u>1,753,036</u>	<u>5,841,740</u>	<u>7,594,776</u>
Total Non-Current Assets	<u>1,753,036</u>	<u>5,865,436</u>	<u>7,618,472</u>
Total Assets	<u>1,806,551</u>	<u>6,198,725</u>	<u>8,005,276</u>
Deferred Outflows of Resources			
Pension Related	-	99,582	99,582
OPEB Related	<u>3,850</u>	<u>23,101</u>	<u>26,951</u>
Total Deferred Outflows of Resources	<u>3,850</u>	<u>122,683</u>	<u>126,533</u>

COMBINING STATEMENT OF NET POSITION
NON-MAJOR ENTERPRISE FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

	Golf Course Fund	Stormwater Fund	Total
Liabilities			
Current Liabilities:			
Accounts Payable and Accrued Expenses	\$ 88,740	\$ 58,196	\$ 146,936
Current Portion of Revenue Bonds and Notes Payable	109,294	-	109,294
Accrued Interest on Bonds Payable	1,371	-	1,371
Customer Deposits	-	23,696	23,696
Due to Other Funds	1,260,246	-	1,260,246
Unearned Revenue	83,529	-	83,529
Compensated Absences	-	19,411	19,411
Total Current Liabilities	<u>1,543,180</u>	<u>101,303</u>	<u>1,644,483</u>
Non-Current Liabilities:			
Revenue Bonds Payable, Long-Term Portion	110,910	-	110,910
Other Postemployment Benefits	13,089	78,535	91,624
Net Pension Liability	-	346,010	346,010
Total Non-Current Liabilities	<u>123,999</u>	<u>424,545</u>	<u>548,544</u>
Total Liabilities	<u>1,667,179</u>	<u>525,848</u>	<u>2,193,027</u>
Deferred Inflows of Resources			
Pension Related	-	18,236	18,236
OPEB Related	1,368	8,208	9,576
Total Deferred Inflows of Resources	<u>1,368</u>	<u>26,444</u>	<u>27,812</u>
Net Position			
Net Investment in Capital Assets	1,532,832	5,841,740	7,374,572
Unrestricted	(1,390,978)	(72,624)	(1,463,602)
Total Net Position	<u>\$ 141,854</u>	<u>\$ 5,769,116</u>	<u>\$ 5,910,970</u>

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND POSITION
NON-MAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Golf Course Fund	Stormwater Fund	Total
Operating Revenues			
Charges for Services	\$ 1,327,190	\$ 879,548	\$ 2,206,738
Total Operating Revenues	<u>1,327,190</u>	<u>879,548</u>	<u>2,206,738</u>
Operating Expenses			
Personnel Services	794	718,752	719,546
Materials, Supplies, and Other	1,418,488	193,744	1,612,232
Depreciation and Amortization	273,766	262,968	536,734
(Total Operating Expenses)	<u>(1,693,048)</u>	<u>(1,175,464)</u>	<u>(2,868,512)</u>
Operating (Loss) Income	<u>(365,858)</u>	<u>(295,916)</u>	<u>(661,774)</u>
Non-Operating Revenues (Expense)			
Interest Income	-	330	330
Intergovernmental Revenue	4,708	-	4,708
Interest Expense	(8,709)	-	(8,709)
Total Non-Operating Revenues (Expense)	<u>(4,001)</u>	<u>330</u>	<u>(3,671)</u>
(Loss) Income Before Contributions and Operating Transfers	<u>(369,859)</u>	<u>(295,586)</u>	<u>(665,445)</u>
Capital Grants and Contributions	<u>-</u>	<u>115,742</u>	<u>115,742</u>
Transfers			
Transfers in	220,000	-	220,000
Total Transfers	<u>220,000</u>	<u>-</u>	<u>220,000</u>
Change in Net Position	(149,859)	(179,844)	(329,703)
Net Position, Beginning of Year	<u>291,713</u>	<u>5,948,960</u>	<u>6,240,673</u>
Net Position, End of Year	<u><u>\$ 141,854</u></u>	<u><u>\$ 5,769,116</u></u>	<u><u>\$ 5,910,970</u></u>

**COMBINING STATEMENT OF CASH FLOWS
NON-MAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Golf Course Fund	Stormwater Fund	Total
Cash Flows from Operating Activities			
Cash Received from Customers and Others	\$ 1,330,752	\$ 870,707	\$ 2,201,459
Cash Paid to Suppliers	(1,399,419)	(107,522)	(1,506,941)
Cash Paid for Interfund Services Provided	-	(44,685)	(44,685)
Cash Paid to Employees	-	(456,247)	(456,247)
Net Cash Provided by (Used in) Operating Activities	<u>(68,667)</u>	<u>262,253</u>	<u>193,586</u>
Cash Flows from Non-Capital Financing Activities			
Due to/from Other Funds	25,398	(266)	25,132
Operating Transfers in	220,000	-	220,000
Net Cash Provided by (Used in) Non-Capital Financing Activities	<u>245,398</u>	<u>(266)</u>	<u>245,132</u>
Cash Flows from Capital and Related Financing Activities			
Principal Paid on Revenue Bonds	(107,682)	-	(107,682)
Acquisition and Construction of Capital	(64,507)	(328,695)	(393,202)
Interest Paid	(9,658)	-	(9,658)
Capital Grants	4,708	-	4,708
Net Cash Provided by (Used in) Capital and Related Financing Activities	<u>(177,139)</u>	<u>(328,695)</u>	<u>(505,834)</u>
Cash Flows from Investing Activities			
Interest and Other Non-Operating Revenues	-	330	330
Net Cash Provided by (Used in) Investing Activities	<u>-</u>	<u>330</u>	<u>330</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(408)	(66,378)	(66,786)
Cash and Cash Equivalents, Beginning of Year	<u>907</u>	<u>200,721</u>	<u>201,628</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 499</u></u>	<u><u>\$ 134,343</u></u>	<u><u>\$ 134,842</u></u>

COMBINING STATEMENT OF CASH FLOWS
NON-MAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)

	<u>Golf Course Fund</u>	<u>Stormwater Fund</u>	<u>Total</u>
<u>Included on the Accompanying Statement of Net Position As Follows</u>			
Current Assets:			
Cash and Investments	\$ 499	\$ 110,647	\$ 111,146
Restricted Assets:			
Cash and Investments	-	23,696	23,696
Total	<u>\$ 499</u>	<u>\$ 134,343</u>	<u>\$ 134,842</u>
<u>Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities</u>			
Operating Income (Loss)	<u>\$ (365,858)</u>	<u>\$ (295,916)</u>	<u>\$ (661,774)</u>
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization	273,766	262,968	536,734
Changes in Assets - Decrease (Increase) and Liabilities - Increase (Decrease):			
Accounts Receivable	-	(14,820)	(14,820)
Inventories	(613)	-	(613)
Prepaid Expenses	3,709	-	3,709
Accounts Payable and Accrued Expenses	15,976	41,537	57,513
Unearned Revenues	3,560	-	3,560
Customer Deposits	-	5,979	5,979
Compensated Absences	-	5,163	5,163
OPEB Liability and Related Deferrals	793	39,108	39,901
Net Pension Liability and Related Deferrals	-	218,234	218,234
Total Adjustments	<u>297,191</u>	<u>558,169</u>	<u>855,360</u>
Net Cash Provided by (Used in) Operating Activities	<u>\$ (68,667)</u>	<u>\$ 262,253</u>	<u>\$ 193,586</u>

INTERNAL SERVICE FUNDS

Central Garage Fund—To provide preventative maintenance and repairs to all City vehicles, and equipment – the Fleet Maintenance Division purchases, maintains, and disposes of all City vehicles and equipment. This division assists contractors with outsourced repairs. This division purchases and distributes fuel by means of an on-site fuel station. Partial functions of the Sanitation Department also fall under the responsibility of the Fleet Division and include: annual recycling events, web updates, recycle program, etc.

Utility Billing Fund—To provide excellent customer service to all internal and external customers. To assist customers by phone or in person with their water, sewer, and garbage billing questions, new or disconnection of service, change in customer account information, complaints, adjustments, etc. To post all payments delivered by mail or in person to customer's accounts as received daily. Balance all revenue received daily to the cash receipts report. Compute, audit, print, and mail bills by cycles weekly. Audit delinquent accounts weekly by cycle and mail the customers disconnect notices if applicable. If delinquent balance is not paid within 10 days of notice, meter is disconnected for non-payment.

Utility Administration Fund—Performs administrative, budgeting, planning, engineering, purchasing, and inventory control for the Water and Wastewater divisions within the Utilities Department; file permits with various federal, state and county agencies for projects; file monthly operating reports to state agencies; functions as support staff for City Hall; provides courteous service in response to citizen requests/complaints.

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	<u>Central Garage Fund</u>	<u>Utility Billing Fund</u>	<u>Utility Administration Fund</u>	<u>Totals</u>
Assets				
Current Assets				
Cash and Investments	\$ -	\$ 77,446	\$ 54,517	\$ 131,963
Accounts Receivable, Net of Allowance for Uncollectible Accounts	202	7,277	-	7,479
Prepaid Expenses	-	1,731	-	1,731
Inventories	43,883	-	-	43,883
Total Current Assets	<u>44,085</u>	<u>86,454</u>	<u>54,517</u>	<u>185,056</u>
Non-Current Assets				
Capital Assets, Net of Accumulated Depreciation	377,508	130,304	3,218	511,030
Total Non-Current Assets	<u>377,508</u>	<u>130,304</u>	<u>3,218</u>	<u>511,030</u>
Total Assets	<u>421,593</u>	<u>216,758</u>	<u>57,735</u>	<u>696,086</u>
Liabilities				
Current Liabilities				
Accounts Payable and Accrued Expenses	9,967	6,689	7,358	24,014
Due to Other Funds	44,675	-	-	44,675
Compensated Absences	18,511	6,732	26,754	51,997
Total Current Liabilities	<u>73,153</u>	<u>13,421</u>	<u>34,112</u>	<u>120,686</u>
Total Liabilities	<u>73,153</u>	<u>13,421</u>	<u>34,112</u>	<u>120,686</u>
Net Position				
Net Investment in Capital Assets	377,508	130,304	3,218	511,030
Unrestricted	(29,068)	73,033	20,405	64,370
Total Net Position	<u>\$ 348,440</u>	<u>\$ 203,337</u>	<u>\$ 23,623</u>	<u>\$ 575,400</u>

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
FUND NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	Central Garage Fund	Utility Billing Fund	Utility Administration Fund	Totals
Operating Revenues				
Charges for Services	\$ 836,606	\$ 511,025	\$ 386,000	\$ 1,733,631
Fees, Rentals, and Other	1,464	653	-	2,117
Total Operating Revenues	<u>838,070</u>	<u>511,678</u>	<u>386,000</u>	<u>1,735,748</u>
Operating Expenses				
Personal Services	248,424	302,006	341,853	892,283
Materials, Supplies, and Other	654,593	122,186	23,606	800,385
Depreciation and Amortization	45,037	61,879	390	107,306
(Total Operating Expenses)	<u>(948,054)</u>	<u>(486,071)</u>	<u>(365,849)</u>	<u>(1,799,974)</u>
Operating (Loss) Income	<u>(109,984)</u>	<u>25,607</u>	<u>20,151</u>	<u>(64,226)</u>
Non-Operating Income (Expense)				
Other Non-Operating Income (Expense)	3,150	144	176	3,470
Gain on Disposal of Capital Assets	65,752	-	-	65,752
Total Non-Operating Income (Expense)	<u>68,902</u>	<u>144</u>	<u>176</u>	<u>69,222</u>
Income Before Transfers	<u>(41,082)</u>	<u>25,751</u>	<u>20,327</u>	<u>4,996</u>
Transfers				
Transfers in	15,000	-	-	15,000
Transfers (out)	(15,000)	(10,700)	-	(25,700)
Total Transfers	<u>-</u>	<u>(10,700)</u>	<u>-</u>	<u>(10,700)</u>
Change in Net Position	(41,082)	15,051	20,327	(5,704)
Total Net Position, Beginning of Year	<u>389,522</u>	<u>188,286</u>	<u>3,296</u>	<u>581,104</u>
Total Net Position, End of Year	<u>\$ 348,440</u>	<u>\$ 203,337</u>	<u>\$ 23,623</u>	<u>\$ 575,400</u>

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	Central Garage Fund	Utility Billing Fund	Utility Administration Fund	Totals
Cash Flows from Operating Activities				
Cash Received for Interfund Services	\$ 838,091	\$ 509,111	\$ 386,000	\$ 1,733,202
Cash Received from Others	3,150	-	60	3,210
Cash Paid to Suppliers	(657,957)	(117,165)	(24,993)	(800,115)
Cash Paid to Employees	(244,248)	(305,632)	(340,330)	(890,210)
Net Cash Provided by (Used in) Operating Activities	(60,964)	86,314	20,737	46,087
Cash Flows from Noncapital Financing Activities				
Due to/from Other Funds	21,193	-	-	21,193
Operating Transfers in	15,000	-	-	15,000
Operating Transfers (out)	(15,000)	(10,700)	-	(25,700)
Total Cash Flows from Noncapital Financing Activities	21,193	(10,700)	-	10,493
Cash Flows from Capital and Related Financing Activities				
Proceeds from the Sale of Capital Assets	90,831	-	-	90,831
Acquisition and Construction of Capital	(51,155)	(30,911)	-	(82,066)
Total Cash Flows from Capital and Related Financing Activities	39,676	(30,911)	-	8,765
Cash Flows from Investing Activities				
Interest Received on Investments	-	144	118	262
Net Increase (Decrease) in Cash and Cash Equivalents	(95)	44,847	20,855	65,607
Cash and Cash Equivalents, Beginning of Year	95	32,599	33,662	66,356
Cash and Cash Equivalents, End of Year	\$ -	\$ 77,446	\$ 54,517	\$ 131,963
<u>Included on the Accompanying Balance Sheet Under the Following Captions</u>				
Current Assets				
Cash and Investments	\$ -	\$ 77,446	\$ 54,517	\$ 131,963
<u>Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities</u>				
Operating Income (Loss)	\$ (109,984)	\$ 25,607	\$ 20,151	\$ (64,226)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:				
Depreciation	45,037	61,879	390	107,306
Other Income (Expense)	3,150	-	60	3,210
Changes in Assets - Decrease (Increase) and Liabilities - Increase (Decrease):				
Accounts Receivable	21	(2,567)	-	(2,546)
Inventories	(2,324)	-	-	(2,324)
Prepaid Expenses	-	13,093	-	13,093
Accounts Payable and Accrued Expenses	(1,040)	(8,072)	(1,388)	(10,500)
Compensated Absences	4,176	(3,626)	1,524	2,074
Total Adjustments	49,020	60,707	586	110,313
Net Cash Provided by (Used in) Operating Activities	\$ (60,964)	\$ 86,314	\$ 20,737	\$ 46,087

COMBINING STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA

	General Employees' Pension Plan	Firefighters' and Police Officers' Pension Plan	Total
Assets			
Cash and Cash Equivalents	\$ 1,672,748	\$ 1,726,388	\$ 3,399,136
Interest Receivable	32,600	44,053	76,653
Investments, at Fair Value:			
U.S. Government Bonds and Bills	684,452	900,337	1,584,789
Mortgages and Federal Agency Securities	1,824,401	2,329,929	4,154,330
Corporate Bonds	2,033,846	2,588,455	4,622,301
Real Estate Fund	2,302,603	2,636,892	4,939,495
Equities	13,883,096	16,083,902	29,966,998
Total Investments	<u>20,728,398</u>	<u>24,539,515</u>	<u>45,267,913</u>
Total Assets	<u>22,433,746</u>	<u>26,309,956</u>	<u>48,743,702</u>
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Net Position			
Held in Trust for Pension Benefits	<u>\$ 22,433,746</u>	<u>\$ 26,309,956</u>	<u>\$ 48,743,702</u>

**COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

	General Employees' Pension Plan	Firefighters' and Police Officers' Pension Plan	Total
Additions			
Contributions:			
State of Florida	\$ -	\$ 247,775	\$ 247,775
Employer	1,798,600	1,577,385	3,375,985
Plan Members	390,458	336,467	726,925
Total Contributions	<u>2,189,058</u>	<u>2,161,627</u>	<u>4,350,685</u>
Investment Earnings:			
Interest and Dividends	511,755	577,021	1,088,776
Net Increase in the Fair Value of Investments	(165,912)	(27,188)	(193,100)
Investment Expenses	(56,340)	(78,390)	(134,730)
Total Investment Earnings	<u>289,503</u>	<u>471,443</u>	<u>760,946</u>
Total Additions	<u>2,478,561</u>	<u>2,633,070</u>	<u>5,111,631</u>
Deductions			
Benefit Payments	1,864,185	1,905,761	3,769,946
Administrative Expense	61,326	74,679	136,005
(Total Deductions)	<u>(1,925,511)</u>	<u>(1,980,440)</u>	<u>(3,905,951)</u>
Change in Net Position	553,050	652,630	1,205,680
Net Position, Beginning of Year	<u>21,880,696</u>	<u>25,657,326</u>	<u>47,538,022</u>
Net Position, End of Year	<u><u>\$ 22,433,746</u></u>	<u><u>\$ 26,309,956</u></u>	<u><u>\$ 48,743,702</u></u>

**STATISTICAL SECTION
(UNAUDITED)**

STATISTICAL SECTION (UNAUDITED)

This part of Fernandina Beach's (the City) comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and the required supplementary information says about the City's overall financial health.

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These schedules contain trend information to help assess the City's financial performance and well-being that have changed over time.	98-102
Revenue Capacity Information	
These schedules contain information to help the reader assess the City's most significant sources of revenue.	103-106
Debt Capacity Information	
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	107-111
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within the City's financial activities.....	112-113
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These schedules contain information regarding the number of employees, the operating indicators and capital assets used in various functions and programs.....	114-116
Sources:	
Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year. The City implemented GASB Statement No. 34 in fiscal year 2003, with schedules presenting government-wide information beginning in that fiscal year.	

SCHEDULE 1
CITY OF FERNANDINA BEACH, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Governmental Activities:										
Net Investment in Capital Assets	\$ 24,367,016	\$ 23,584,000	\$ 22,959,982	\$ 22,255,738	\$ 21,363,150	\$ 20,086,968	\$ 22,804,829	\$ 21,599,826	\$ 23,627,554	\$ 24,136,361
Restricted	8,287,039	7,320,960	4,133,646	3,126,644	2,919,530	2,820,795	2,476,228	2,423,409	1,189,235	3,331,577
Unrestricted (2) (3) (4)	(1,795,780)	(4,860,371)	(4,182,808)	(4,916,921)	(6,495,182)	5,573,556	5,994,476	6,763,550	5,716,890	5,207,565
Total Governmental Activities Net Position	<u>\$ 30,858,275</u>	<u>\$ 26,044,589</u>	<u>\$ 22,910,820</u>	<u>\$ 20,465,461</u>	<u>\$ 17,787,498</u>	<u>\$ 28,481,319</u>	<u>\$ 31,275,533</u>	<u>\$ 30,786,785</u>	<u>\$ 30,533,679</u>	<u>\$ 32,675,503</u>
Business-type Activities:										
Net Investment in Capital Assets	\$ 26,496,040	\$ 24,293,174	\$ 19,971,800	\$ 21,758,186	\$ 21,519,553	\$ 19,562,429	\$ 15,190,218	\$ 15,990,795	\$ 15,990,513	\$ 16,644,662
Restricted	2,187,063	1,510,257	1,346,122	631,824	444,527	575,878	575,878	743,087	875,179	669,403
Unrestricted (2) (3) (4)	11,074,620	10,467,704	9,570,979	8,012,813	6,208,903	6,299,731	6,078,336	4,462,091	3,741,762	2,673,055
Total Business-type Activities Net Position	<u>\$ 39,757,723</u>	<u>\$ 36,271,135</u>	<u>\$ 30,888,901</u>	<u>\$ 30,402,823</u>	<u>\$ 28,172,983</u>	<u>\$ 26,438,038</u>	<u>\$ 21,844,432</u>	<u>\$ 21,195,973</u>	<u>\$ 20,607,454</u>	<u>\$ 19,987,120</u>
Total:										
Net Investment in Capital Assets (1)	\$ 50,863,056	\$ 47,877,174	\$ 42,931,782	\$ 44,013,924	\$ 42,882,703	\$ 39,649,397	\$ 37,995,047	\$ 37,590,621	\$ 39,618,067	\$ 40,781,023
Restricted	10,474,102	8,831,217	5,479,768	3,758,468	3,364,057	3,396,673	3,052,106	3,166,496	2,064,414	4,000,980
Unrestricted (2) (3) (4)	9,278,840	5,607,333	5,388,171	3,095,892	(286,279)	11,873,287	12,072,812	11,225,641	9,458,652	7,880,620
Total Net Position	<u>\$ 70,615,998</u>	<u>\$ 62,315,724</u>	<u>\$ 53,799,721</u>	<u>\$ 50,868,284</u>	<u>\$ 45,960,481</u>	<u>\$ 54,919,357</u>	<u>\$ 53,119,965</u>	<u>\$ 51,982,758</u>	<u>\$ 51,141,133</u>	<u>\$ 52,662,623</u>

(1) Fiscal year 2012 net investment in capital assets has been restated due to the implementation of GASB 63 and 65.

(2) Fiscal year 2014 unrestricted net position has not been restated due to the implementation of GASB 68.

SCHEDULE 2
CITY OF FERNANDINA BEACH, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
EXPENSES										
Governmental Activities:										
General Government	\$ 4,794,176	\$ 4,645,880	\$ 4,163,808	\$ 3,789,868	\$ 3,720,751	\$ 3,515,960	\$ 4,131,552	\$ 4,057,760	\$ 4,192,186	\$ 4,617,752
Public Safety	11,595,342	11,077,039	10,358,556	9,830,929	9,614,391	9,879,821	9,665,601	9,418,922	9,595,305	9,000,313
Physical Enviornment	1,506,579	1,639,299								
Transportation	2,694,817	3,403,051	3,429,751	2,094,050	1,972,165	1,955,405	2,296,174	2,587,248	1,933,203	2,450,640
Economic Environment	77,153	783,494	52,414	47,184	47,379	35,494	38,311	73,245	47,705	63,162
Human Services	55,418	52,811	45,666	42,871	172,992	497,085	39,013	57,167	68,127	83,989
Culture and Recreation	2,813,869	2,631,741	2,639,833	2,685,529	2,964,980	2,344,731	2,289,114	2,285,784	2,966,906	2,962,155
Interest on Long-term Debt	54,271	73,810	90,328	93,298	98,484	113,432	139,921	159,436	176,497	274,557
Total Governmental Activities Expenses	23,591,625	24,307,125	20,780,356	18,583,729	18,591,142	18,341,928	18,599,686	18,639,562	18,979,929	19,452,568
Business-type activities:										
Golf Course	1,701,757	1,644,592	1,666,591	1,649,065	1,704,365	1,665,949	1,742,779	1,812,640	1707322	1467057
Airport	1,423,977	1,474,615	1,047,074	1,147,472	1,131,745	1,110,268	1,404,547	1,246,794	1248391	1656875
Sanitation	2,377,519	2,362,448	2,263,923	2,307,671	2,209,587	2,130,278	2,089,886	2,054,352	2011406	1959710
Sewer and Water	7,324,589	7,562,630	7,714,073	7,274,661	6,998,895	9,004,523	9,066,428	7,875,780	7769936	7492164
Stormwater	1,175,464	649,258	553,591	435,834	276,939	199,478	30,987	127,057	112884	121315
Marina	1,157,961	679,833	4,587,827	2,177,505	2,182,068	2,326,168	2,225,642	2,280,772	2,245,407	2,108,895
Total Business-type Activities Expenses	15,161,267	14,373,376	17,833,079	14,992,208	14,503,599	16,436,664	16,560,269	15,397,395	15,095,346	14,806,016
Total Expenses	<u>\$ 38,752,892</u>	<u>\$ 38,680,501</u>	<u>\$ 38,613,435</u>	<u>\$ 33,575,937</u>	<u>\$ 33,094,741</u>	<u>\$ 34,778,592</u>	<u>\$ 35,159,955</u>	<u>\$ 34,036,957</u>	<u>\$ 34,075,275</u>	<u>\$ 34,258,584</u>
PROGRAM REVENUES										
Governmental Activities:										
Charges for services:										
General Government	\$ 223,716	\$ 343,119	\$ 159,242	\$ 105,652	\$ 80,073	\$ 64,535	\$ 73,499	\$ 59,434	\$ 38,940	\$ 47,137
Public Safety	3,107,967	3,528,505	2,271,875	1,925,961	1,727,680	1,594,369	1,711,177	1,438,222	1,353,638	1,485,985
Physical Enviornment	185,444	198,011								
Transportation										
Economic Environment										
Human Services										
Culture and Recreation	1,595,600	1,941,137	1,588,940	1,432,328	1,219,871	1,122,999	1,078,207	1,056,424	1,012,146	898,093
Operating Grants and Contributions	2,966,057	2,313,984	1,262,691	217,650	246,238	334,065	559,775	1,008,600	261,959	218,809
Capital Grants and Contributions		63,450	10,226	632,805	1,559,532	1,345,976	393,435	746,548	279,950	125,158
Total Governmental Activities Program Revenues	8,078,784	8,388,206	5,292,974	4,314,396	\$ 4,833,394	4,461,944	3,816,093	4,309,228	2,946,633	2,775,182
Business-type activities:										
Charges for services:										
Golf Course	\$ 1,327,190	\$ 1,297,173	\$ 1,257,703	\$ 1,270,514	\$ 1,343,072	\$ 1,315,098	\$ 1,401,263	\$ 1,585,420	\$ 1,418,049	\$ 1,286,942
Airport	875,909	674,692	651,350	663,190	600,851	576,008	583,265	566,381	567,660	504,692
Sanitation	2,385,670	2,395,312	2,330,575	2,254,588	2,245,416	2,190,580	2,099,526	2,120,375	2,031,099	1,996,979
Sewer and Water	11,664,072	11,120,309	11,114,482	9,897,960	9,406,734	9,082,896	8,698,240	8,652,651	8,433,433	7,657,136
Stormwater	879,548	847,771	303,450	277,181	271,299	270,857	258,267	432	230	-
Marina	125,939	296,773	333,876	2,264,613	2,210,050	2,341,395	2,153,071	2,131,261	2,106,478	1,919,159
Operating Grants and Contributions	216,618	13,562	2,184	-	-		34,928	-	-	-
Capital Grants and Contributions	1,017,264	2,842,464	2,025,660	289,864	2,316,435	788,868	1,721,983	436,193	1,248,926	1,045,384
Total business-type activities program revenues	18,492,210	19,488,056	18,019,280	16,917,910	18,393,857	16,565,702	16,950,543	15,492,713	15,805,875	14,410,292
Total program revenue	<u>\$ 26,570,994</u>	<u>\$ 27,876,262</u>	<u>\$ 23,312,254</u>	<u>\$ 21,232,306</u>	<u>\$ 23,227,251</u>	<u>\$ 21,027,646</u>	<u>\$ 20,766,636</u>	<u>\$ 19,801,941</u>	<u>\$ 18,752,508</u>	<u>\$ 17,185,474</u>
NET (EXPENSE)/REVENUE										
Governmental Activities	\$ (15,512,841)	\$ (15,918,919)	\$ (15,487,382)	\$ (14,269,333)	\$ (13,757,748)	\$ (13,879,984)	\$ (14,783,593)	\$ (14,330,334)	\$ (16,033,296)	\$ (16,677,386)
Business-type Activities	3,330,943	5,114,680	186,201	1,925,702	3,890,258	129,038	390,274	95,318	710,529	(395,724)
Total (Expense)/Revenue	<u>\$ (12,181,898)</u>	<u>\$ (10,804,239)</u>	<u>\$ (15,301,181)</u>	<u>\$ (12,343,631)</u>	<u>\$ (9,867,490)</u>	<u>\$ (13,750,946)</u>	<u>\$ (14,393,319)</u>	<u>\$ (14,235,016)</u>	<u>\$ (15,322,767)</u>	<u>\$ (17,073,110)</u>

SCHEDULE 2
CITY OF FERNANDINA BEACH, FLORIDA
CHANGES IN NET POSITION, continued
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION										
Governmental activities:										
Taxes:										
Property Taxes	\$ 12,859,437	\$ 12,104,097	\$ 11,040,874	\$ 10,356,519	\$ 9,894,587	\$ 9,680,522	\$ 9,337,768	\$ 8,476,798	\$ 8,079,352	\$ 8,568,587
Franchise and Utility Taxes	3,296,296	3,234,806	3,216,047	3,188,719	3,167,234	2,970,994	3,021,388	3,089,275	2,843,187	2,891,648
Half-cent Sales Tax	910,955	877,989	810,556	772,617	729,203	673,908	617,427	575,090	579,504	558,241
State Revenue Sharing	357,847	341,595	325,671	309,451	302,846	295,693	291,794	291,380	289,429	288,813
Discretionary Sales Surtax	2,179,554	1,941,118	1,873,713	1,778,306	1,683,460	1,556,723	1,426,792	1,333,581	1,338,433	1,296,945
Other taxes	247,774	225,101	228,954	224,176	-	-	569,516	-	-	-
Other Miscellaneous	218,561	216,543	331,378	412,372	558,488	324,125	41,656	427,558	468,549	234,059
Investment Earnings	174,403	90,392	63,263	41,351	26,333	12,190	-	62,769	126,467	102,085
Gain on Disposal of Fixed Assets		2,272								
Transfers	81,700	58,685	42,285	(136,215)	(183,836)	(301,620)	(34,000)	326,989	166,460	58,409
Total Governmental Activities	<u>20,326,527</u>	<u>19,092,598</u>	<u>17,932,741</u>	<u>16,947,296</u>	<u>16,178,315</u>	<u>15,212,535</u>	<u>15,272,341</u>	<u>14,583,440</u>	<u>13,891,381</u>	<u>13,998,787</u>
Business-type activities:										
Other Miscellaneous	88,374	174,222	310,193	153,837	34,860	32,790	614,973	799,356	60,994	(2,203)
Investment Earnings	148,971	38,213	31,969	14,086	17,373	3,393	19,108	20,834	15,271	47,026
Gain on Disposal of Fixed Assets		157,969								
Transfers	(81,700)	(58,685)	(42,285)	136,215	183,836	301,620	34,000	(326,989)	(166,460)	(58,409)
Total Business-type Activities	<u>155,645</u>	<u>311,719</u>	<u>299,877</u>	<u>304,138</u>	<u>236,069</u>	<u>337,803</u>	<u>668,081</u>	<u>493,201</u>	<u>(90,195)</u>	<u>(13,586)</u>
Total	<u>\$ 20,482,172</u>	<u>\$ 19,404,317</u>	<u>\$ 18,232,618</u>	<u>\$ 17,251,434</u>	<u>\$ 16,414,384</u>	<u>\$ 15,550,338</u>	<u>\$ 15,940,422</u>	<u>\$ 15,076,641</u>	<u>\$ 13,801,186</u>	<u>\$ 13,985,201</u>
CHANGE IN NET POSITION										
Governmental Activities	\$ 4,813,686	\$ 3,173,679	\$ 2,445,359	\$ 2,677,963	\$ 2,420,567	\$ 1,332,551	\$ 488,748	\$ 253,106	\$ (2,141,915)	\$ (2,678,599)
Business-type Activities	3,486,588	5,426,399	486,078	2,229,840	4,126,327	466,841	1,058,355	588,519	620,334	(409,310)
Total	<u>\$ 8,300,274</u>	<u>\$ 8,600,078</u>	<u>\$ 2,931,437</u>	<u>\$ 4,907,803</u>	<u>\$ 6,546,894</u>	<u>\$ 1,799,392</u>	<u>\$ 1,547,103</u>	<u>\$ 841,625</u>	<u>\$ (1,521,581)</u>	<u>\$ (3,087,909)</u>

SCHEDULE 3
CITY OF FERNANDINA BEACH, FLORIDA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
General Fund										
Nonspendable	\$ 618,052	\$ 1,043,011	\$ 1,023,966	\$ 905,428	\$ 634,185	\$ 782,063	\$ 851,549	\$ 1,250,214	\$ 1,290,987	\$ 669,141
Restricted	3,253,168	2,429,327	1,398,046	1,004,250	793,374	512,378	261,776	601,261	145,548	309,071
Committed	4,548,761	4,510,708	4,402,869	3,987,271	3,664,922	3,509,190	3,447,973	3,378,327	63,939	
Assigned	728,532	769,951	1,167,461	1,191,699	718,233	638,759	159,623	591,921	23,531	
Unassigned	2,519,317	1,132,201	623,782	975,530	1,482,841	1,148,343	1,235,633	314,412	3,874,692	5,699,420
Total General Fund	<u>\$ 11,667,830</u>	<u>\$ 9,885,198</u>	<u>\$ 8,616,124</u>	<u>\$ 8,064,178</u>	<u>\$ 7,293,555</u>	<u>\$ 6,590,733</u>	<u>\$ 5,956,554</u>	<u>\$ 6,136,135</u>	<u>\$ 5,398,697</u>	<u>\$ 6,677,632</u>
All Other Governmental Funds										
Nonspendable	\$	\$ 122,371	\$ 1,600,000	\$	\$ 4,000	\$ 138,233	\$ 4,000	\$ 5,250	\$ 4000	\$ 4,000
Restricted	5,033,871	4,925,247	3,896,645	3,633,965	2,126,156	2,308,417	2,214,452	1,822,148	1043687	1,546,134
Committed	1,268,487	1,026,918	974,146	933,449	878,709	823,278	786,275	756,573	765336	688,465
Assigned	56,720	416,836	92,048	1,133,821	825,811	529,383	1,284,727	2,118,137	1107752	787907
Unassigned	(444,589)	-	(293,149)	-	-	-	-	-	-	-
Total All Other Governmental Funds	<u>\$ 5,914,489</u>	<u>\$ 6,491,372</u>	<u>\$ 6,269,690</u>	<u>\$ 5,701,235</u>	<u>\$ 3,834,676</u>	<u>\$ 3,799,311</u>	<u>\$ 4,289,454</u>	<u>\$ 4,702,108</u>	<u>\$ 2,920,775</u>	<u>\$ 3,026,506</u>

SCHEDULE 4
CITY OF FERNANDINA BEACH, FLORIDA
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Revenues										
Taxes, Licenses and Permits	\$ 22,058,467	\$ 22,009,415	\$ 17,958,345	\$ 16,798,549	\$ 15,825,898	\$ 15,177,234	\$ 14,776,009	\$ 13,745,886	\$ 12,968,447	\$ 13,518,391
Intergovernmental	2,766,962	3,565,064	2,350,148	1,661,536	1,922,392	2,323,299	1,846,101	1,827,043	1,410,842	1,224,925
Fines and Forfeitures	1,598,099	58,643	87,785	89,123	117,506	93,791	51,857	797,215	183,355	355,404
Charges for Services	214,329	1,477,078	1,446,796	1,494,628	1,380,703	1,331,053	1,382,899	1,272,422	1,289,935	1,008,252
Other	322,598	263,060	1,244,664	1,036,059	1,226,549	958,129	975,321	807,583	714,232	586,787
Total Revenues	26,960,455	27,373,260	23,087,738	21,079,895	20,473,048	19,883,506	19,032,187	18,450,149	16,566,811	16,693,759
Expenditures										
General Government	4,692,625	4,461,902	4,069,837	3,514,919	3,214,122	3,373,043	3,970,807	3,800,453	3,515,365	3,474,545
Public Safety	11,258,634	10,625,934	9,758,426	9,769,412	9,391,242	9,209,143	9,092,873	8,877,495	8,917,911	8,570,609
Physical Environment	1,506,579	1,639,299								
Transportation	2,146,026	2,930,090	2,948,493	1,719,952	1,547,868	1,478,862	1,457,184	1,586,752	1,072,525	1,137,593
Economic Environment	74,459	782,268	52,414	47,184	47,379	35,494	38,311	73,245	65,202	63,162
Human Services	55,418	52,811	45,666	37,913	172,992	497,085	39,013	57,167	68,127	83,989
Culture and Recreation	2,285,030	2,138,614	2,093,649	2,291,180	2,560,053	1,887,808	1,853,064	1,800,960	2,494,091	2,489,139
Debt Service:										
Principal	1,186,339	1,168,951	977,860	694,999	636,934	620,495	1,617,878	639,885	506,727	464,223
Interest	58,932	78,365	94,812	97,652	102,744	117,597	143,992	163,389	219,935	279,061
Capital Outlay	2,572,364	2,491,609	1,954,965	2,268,612	1,883,691	2,233,323	1,383,300	1,155,021	962,590	689,900
Contingency Loss		-	-	-	-	-	-	-	376,000	1,000,000
Total Expenditures	25,836,406	26,369,843	21,996,122	20,441,823	19,557,025	19,452,850	19,596,422	18,154,367	18,198,473	18,252,221
Excess (Deficiency) of Revenues										
Over (Under) Expenditure	1,124,049	1,003,417	1,091,616	638,072	916,023	430,656	(564,235)	295,782	(1,631,662)	15,693,759
Other Financing Sources (Uses)										
Capital Lease		427,154								
Proceeds from Notes Payable				3,216,109				1,884,000	5,663,581	
Payment on Note Refunding				(1,030,784)					(5,583,045)	
Transfers In	2,749,688	2,164,466	2,209,800	1,962,550	2,259,355	1,463,904	2,360,536	1,319,054	961,312	2,751,409
Transfers Out	(2,667,988)	(2,104,281)	(2,181,015)	(2,148,765)	(2,437,191)	(1,750,524)	(2,388,536)	(980,065)	(794,852)	(2,693,000)
Total Other Financing Sources (Uses)	81,700	487,339	28,785	1,999,110	(177,836)	(286,620)	(28,000)	2,222,989	246,996	58,409
Net Change in Fund Balance	\$ 1,205,749	\$ 1,490,756	\$ 1,120,401	\$ 2,637,182	\$ 738,187	\$ 144,036	\$ (592,235)	\$ 2,518,771	\$ (1,384,666)	\$ 15,752,168
Debt Service as a Percentage of										
Non Capital Expenditures	5.35%	5.22%	5.35%	4.36%	4.19%	4.29%	9.67%	4.73%	4.22%	4.23%

SCHEDULE 5
CITY OF FERNANDINA BEACH, FLORIDA
TAX REVENUES BY SOURCE, GOVERNMENTAL ACTIVITIES
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

Fiscal Year	Property	Taxes	Franchise and Utility Tax	Half-cent Sales Tax	State Revenue Sharing	Discretionary Sales Surtax	Total					
2019	\$	12,859,437	\$	3,296,296	\$	910,955	\$	357,847	\$	1,847,705	\$	19,272,240
2018		12,104,097		3,234,806		877,989		341,595		1,941,118		18,499,605
2017		11,040,874		3,216,047		810,556		325,671		1,873,713		17,266,861
2016		10,356,519		3,188,719		772,617		309,451		1,778,306		16,405,612
2015		9,894,587		3,167,234		729,203		302,846		1,683,460		15,777,330
2014		9,680,522		2,970,994		673,908		295,693		1,556,723		15,177,840
2013		9,337,768		3,021,388		617,427		291,794		1,426,792		14,695,169
2012		8,476,798		3,089,275		575,090		291,380		1,333,581		13,766,124
2011		8,079,352		2,843,187		579,504		289,429		1,338,433		13,129,905
2010		8,568,587		2,891,648		558,241		288,813		1,296,945		13,604,234
Change 2010-2019		50.08%		13.99%		63.18%		23.90%		42.47%		41.66%

SCHEDULE 6
CITY OF FERNANDINA BEACH, FLORIDA
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(in thousands of dollars)

Fiscal Year	REAL PROPERTY				LESS EXEMPTIONS:		Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Estimated Actual Value
	Residential Property	Commercial Property	Industrial Property	Other*	Real Property	Personal Property				
2019	\$ 1,768,916	239,602	66,426	224,570	\$ 424,324	\$ 18,043	\$ 1,857,147	\$ 6.0482	\$ 2,299,513	80.76%
2018	1,612,673	222,294	67,728	215,163	379,199	16,010	1,722,649	6.2097	2,117,858	81.34%
2017	1,488,441	211,702	66,971	196,684	378,463	16,717	1,568,618	6.3044	1,963,799	79.88%
2016	1,604,556	217,339	60,254	203,704	367,512	16,797	1,701,544	6.3044	2,085,853	81.58%
2015	1,526,322	206,742	57,316	193,771	359,449	16,348	1,608,355	6.3663	1,984,152	81.06%
2014	1,488,738	201,651	55,905	189,000	354,340	37,579	1,543,377	6.5080	1,935,295	79.75%
2013	1,499,761	203,144	56,319	190,399	352,847	36,395	1,560,382	6.3001	1,949,624	80.04%
2012	1,572,588	213,009	59,054	199,645	370,372	37,125	1,636,799	5.4335	2,044,295	80.07%
2011	1,633,891	221,313	61,356	207,428	381,304	33,232	1,709,451	4.9365	2,123,987	80.48%
2010	N/A	N/A	N/A	N/A	N/A	N/A		4.4855		

Source: Nassau County Property Appraiser.

N/A - 2010 information was not available.

SCHEDULE 7
CITY OF FERNANDINA BEACH, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS
(rate per \$1,000 of assessed value)

Fiscal Year	Tax Roll Year	OVERLAPPING RATES							
		City of Fernandina Beach Operating	City of Fernandina Beach Debt	Nassau County	St. Johns River Water Management	Nassau County Schools	Florida Inland Navigational District	Amelia Isl Mosquito Control	Amelia Isl Beach MSTU
2019	2018	\$ 5.8553	\$ 0.1929	\$ 7.4278	\$ 0.2562	\$ 6.3170	\$ 0.0320	\$ 0.1412	\$ 0.1021
2018	2017	6.0000	0.2097	6.5670	0.2724	6.5980	0.0320	0.1495	0.1021
2017	2016	6.0682	0.2362	6.5670	0.2885	6.7940	0.0320	0.1587	
2016	2015	6.1021	0.2023	6.5670	0.3023	7.1530	0.0320	0.1472	
2015	2014	6.1021	0.2642	6.5670	0.3164	7.2160	0.0345	0.1522	
2014	2013	6.2844	0.2236	5.5670	0.3283	7.3590	0.0345	0.1474	
2013	2012	6.0277	0.2724	5.5670	0.3313	7.5430	0.0345	0.1453	
2012	2011	5.1759	0.2576	5.5670	0.3313	7.8080	0.0345	0.1372	
2011	2010	4.6612	0.2753	5.5670	0.4158	7.8080	0.0345	0.1294	
2010	2009	4.2420	0.2435	5.5670	0.4158	7.8080	0.0345	0.1175	

Source: Nassau County Property Appraiser

**SCHEDULE 8
CITY OF FERNANDINA BEACH, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO**

TAXPAYER	2019			2010		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Westrock CP, LLC	\$ 161,621,729	1	7.03%	\$ 156,544,576	1	8.35%
Rayonier Performance Fibers	64,333,360	2	2.80%	70,210,364	2	3.74%
Rocktenn CP, LLC	39,109,503	3	1.70%	40,320,709	3	2.15%
Eight Flags Energy	34,132,111	4	1.48%			
Island Walk Station, LLC	17,400,000	5	0.76%	10,093,626	5	0.54%
Florida Public Utilities, Co	17,351,233	6	0.75%	22,133,510	4	1.18%
Amelia Island Hotel Group, LLC	11,538,681	7	0.50%			
Chesapeake Utilities Corp	10,661,455	8	0.46%			
Fairway Sadler LLC	8,727,637	9	0.38%			
Peoples Gas System	7,293,787	10	0.32%			
Amelia Harbor View, LLC				6,303,763	6	0.34%
RRG of Amelia Inc.				3,098,690	10	0.17%
Wal-Mart Stores #977				3,130,761	9	0.17%
First Coast Community Bank				3,638,764	8	0.19%
Fernandina Beach Hotel Group				4,137,517	7	0.22%
Totals	<u>\$ 372,169,496</u>		<u>16.18%</u>	<u>\$ 319,612,280</u>		<u>17.04%</u>

Source: Nassau County Property Appraiser and Nassau County
Not all 2010 information was available.

**SCHEDULE 9
CITY OF FERNANDINA BEACH, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS**

Fiscal Year	Tax Roll Year	Taxes Levied For The Fiscal Year	Collected Within The Fiscal Year Of The Levy		Collections in Subsequent Years	Total Collections To Date	
			Amount	Percentage of Levy		Amount*	Percentage of Levy
2019	2018	\$ 12,860,995	\$ 12,834,672	99.80%	\$	\$ 12,834,672	99.80%
2018	2017	12,123,361	12,089,983	99.72%	16,112	12,106,095	99.86%
2017	2016	10,971,228	10,824,778	98.67%	8,725	10,833,503	98.74%
2016	2015	10,447,275	10,350,806	99.08%	45,791	10,396,597	99.51%
2015	2014	9,814,954	9,716,219	98.99%	5,712	9,721,931	99.05%
2014	2013	9,824,000	9,686,556	98.60%	16,883	9,703,439	98.77%
2013	2012	9,416,621	9,326,945	99.05%	(6,035)	9,320,910	98.98%
2012	2011	8,835,312	8,438,041	95.50%	10,823	8,448,864	95.63%
2011	2010	8,066,170	8,054,135	99.85%	38,756	8,092,891	100.33%
2010	2009	8,257,156	7,288,461	88.27%	25,726	7,314,187	88.58%

*Amounts are for the general fund operations only and are exclusive of discounts, interest and penalties

Source: Nassau County Tax Collector

**SCHEDULE 10
CITY OF FERNANDINA BEACH, FLORIDA
OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS**

Fiscal Year	Governmental Activities			Business Type Activities			Total	Percentage of Estimated Actual Taxable Value of Real property(1)	Per Capita (2)
	GENERAL OBLIGATION BONDS	Revenue Bonds and Notes	Capital Leases	Revenue Bonds and Notes	Line of Credit	Capital Leases			
2019	\$ 821,000	\$ 1,146,796	\$ 280,217	\$ 32,435,534	\$ 4,820,002	\$	39,503,549	2,299,513	3,058.73
2018	1,216,000	1,707,115	511,237	34,596,821	695,001		38,726,174	2,117,858	3,034.73
2017	1,602,000	2,261,562	312,588	35,643,980		41,637	39,861,767	1,963,799	3,176.24
2016	1,982,000	2,775,746	396,264	37,631,402		81,927	42,867,339	2,085,853	3,505.38
2015	2,351,000	1,312,683		38,605,721		151,494	42,420,898	1,984,152	3,585.87
2014	2,712,000	1,588,617		40,491,393		233,499	45,025,509	1,935,295	3,785.56
2013	3,065,000	1,856,113		42,172,504		117,306	47,210,923	1,949,624	4,090.71
2012	3,410,000	3,128,990		43,358,969		157,985	50,055,944	2,044,295	4,348.91
2011	3,745,000	1,479,305	70,569	45,151,711		194,896	50,641,481	2,123,987	4,408.59
2010	3,961,919	1,613,061	138,003	46,790,427			52,503,410	N/A	4,570.68

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Schedule 6 for estimated actual taxable value of real property.

(2) See Schedule 14 for population data.

N/A - Property Appraiser 2010 information was not available.

SCHEDULE 11
CITY OF FERNANDINA BEACH, FLORIDA
RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	Total Taxable Assessed Value	GENRAL OBLIGATION BONDS	Less: Amounts Available in Debt Service Funds	Net Bonds Outstanding	Percentage of Estimated Actual Taxable Value of Real property(1)	Per Capita (2)
2019	\$ 2,299,513,071	\$ 821,000	\$ 4,464	\$ 816,536	0.04%	63.22
2018	2,117,858,482	1,216,000	4,442	1,211,558	0.06%	94.94
2017	1,963,798,534	1,602,000	4,442	1,597,558	0.08%	127.30
2016	2,085,853,231	1,982,000	4,316	1,977,684	0.09%	161.72
2015	1,984,151,696	2,351,000	121,867	2,229,133	0.11%	188.43
2014	1,935,294,915	2,712,000	118,371	2,593,629	0.13%	218.06
2013	1,949,623,795	3,065,000	165,938	2,899,062	0.15%	251.20
2012	2,044,295,497	3,410,000	165,930	3,244,070	0.16%	281.85
2011	2,123,987,062	3,745,000	165,786	3,579,214	0.17%	311.59
2010	N/A	3,970,000	95,194	3,874,806		337.32

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Schedule 6 for estimated actual taxable value of real property.

(2) See Schedule 14 for population data.

N/A - 2010 information was not available.

SCHEDULE 12
CITY OF FERNANDINA BEACH, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2019

<u>Governmental Unit</u>	<u>Outstanding Debt</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Overlapping Debt</u>
Debt repaid with property Taxes			
Nassau County*	28,270,288	31.8%	<u>8,994,546</u>
Subtotal Overlapping Debt			8,994,546
City direct debt			14,330,219
Totals			<u>\$ 23,324,765</u>

* Fiscal year 2019 outstanding debt from Nassau County unavailable. Fiscal Year 2018 debt is presented.

Source: Nassau County Clerk of the Court/Comptroller

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issues and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using the City's assessed taxable value and dividing it by Nassau County's assessed taxable value.

SCHEDULE 13
CITY OF FERNANDINA BEACH, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year	Operatating Revenues	Less: Operating Expenses	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2019	\$ 10,364,923	\$ 4,521,496	\$ 5,843,427	1,290,000	\$ 1,172,250	2.37
2018	10,221,053	4,283,204	5,937,849	1,230,000	1,233,750	2.41
2017	10,079,472	4,267,823	5,811,649	1,085,000	1,277,150	2.46
2016	9,411,710	3,877,659	5,534,051	1,045,000	1,311,850	2.35
2015	9,131,153	3,702,025	5,429,128	1,000,000	1,355,617	2.30
2014	9,095,086	3,808,621	5,286,465	720,000	1,378,750	2.52
2013	8,852,666	4,924,928	3,927,738	420,000	1,901,580	1.69
2012	8,626,689	4,040,116	4,586,573	905,000	1,517,994	1.89
2011	8,439,791	3,842,094	4,597,697	869,980	1,548,758	1.90
2010	7,649,601	3,852,732	3,796,869	840,000	1,578,527	1.57

Note: Details regarding the government's outstanding debt can be found in the notes to the financial statements.

SCHEDULE 14
CITY OF FERNANDINA BEACH, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

<u>Fiscal Year</u>	<u>Population</u>	<u>Total Population Income (Amounts in Thousands)</u>	<u>Per Capita Income</u>	<u>Unemployment Rate</u>
2019	12,915	N/A	N/A	2.6
2018	12,761	949,609	41,816	3.0
2017	12,550	881,703	38,925	3.5
2016	12,229	818,978	36,577	4.2
2015	11,830	803,471	33,032	4.7
2014	11,894	792,211	31,896	5.4
2013	11,541	728,395	31,323	5.9
2012	11,510	725,119	31,411	7.5
2011	11,487	674,988	31,936	8.6
2010	11,487	654,548	30,019	10.4

N/A - Data is unavailable

Sources: Population information provided by the University of Florida, Bureau of Economic and Business Research. Per capita income provided by U.S. Census Bureau. Unemployment rate information provided by U.S. Department of Labor: U.S. Bureau of Labor Statistics.

SCHEDULE 15
CITY OF FERNANDINA BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

Employer	2019			2010		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Nassau County School District	1,598	1	12.37%	1485	1	12.93%
Nassau County Government	672	2	5.20%	676	2	5.88%
WestRock CP, LLC	445	3	3.45%	482	3	4.20%
Baptist Medical Center Nassau	420	4	3.25%	365	4	3.18%
Rayonier Advanced Materials	300	5	2.32%	280	6	2.44%
City of Fernandina Beach	261	6	2.02%	335	5	2.92%
Publix	200	7	1.55%	- (1)	7	0.00%
Walmart - Fernandina Beach	126	8	0.98%	- (1)	10	0.00%
Florida Public Utilities	60	9	0.46%	- (1)	9	0.00%
Winn Dixie	60	10	0.46%	- (1)	8	0.00%
Totals	<u>4,142</u>		<u>32.07%</u>	<u>3,623</u>		<u>31.54%</u>

Source: City of Fernandina Beach Building Department, Nassau County Economic Board and Nassau County

(1) 2010 data not available

SCHEDULE 16
CITY OF FERNANDINA BEACH, FLORIDA
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

FUNCTION	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
General Government										
City Clerk	4.00	4.00	4.00	4.00	3.50	4.50	4.50	4.50	4.50	5.50
City Manager	4.00	4.25	3.50	4.00	3.90	3.90	4.00	3.00	3.00	3.00
Finance	8.00	7.84	6.90	6.40	6.40	6.50	6.00	7.50	7.50	7.50
Information Technology	3.00	3.00	2.60	2.60	2.60	3.00	2.00	3.50	2.50	2.50
Human Resources	3.00	3.17	2.50	2.50	3.00	3.00	3.00	3.00	3.00	3.00
Legal	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Community Development-Planning	6.00	4.38	4.00	3.30	3.40	3.10	4.30	6.40	5.20	5.00
Public Safety										
Police										
Officers	38.00	37.50	35.50	33.50	32.50	32.50	32.50	34.50	36.50	37.50
Civilians	8.00	5.50	5.50	5.50	10.50	10.50	10.00	12.00	12.00	11.00
Fire										
Firefighters and Officers	34.00	33.00	33.00	31.00	31.00	30.50	32.00	33.00	33.00	33.00
Civilians	1.00	1.00	1.00	1.00	0.50	1.00	1.00	1.00	1.00	1.00
Building	10.00	9.90	7.70	6.15	6.15	5.80	5.10	8.40	6.30	9.50
Code Enforcement	2.50	1.73	1.90	2.10	1.50	1.10	1.10	0.00	0.00	0.00
Public Works										
Streets	20.50	18.50	18.50	17.50	15.50	15.50	15.00	9.00	8.50	9.50
Facility Maintenance	6.50	6.50	7.00	6.00	6.00	6.00	5.50	7.50	6.50	5.50
Culture and Recreation	31.00	31.00	29.00	34.00	34.00	34.00	34.00	31.50	41.50	34.50
Enterprise Funds										
Water	12.50	12.50	12.50	11.50	10.50	10.50	11.00	11.00	12.00	11.00
Airport	2.00	2.00	2.00	1.50	1.50	1.60	1.50	1.50	1.50	2.00
Golf Course									11.00	29.50
Marina										7.00
Wastewater	13.50	13.50	13.50	13.00	13.00	13.00	16.00	18.00	17.00	17.00
Stormwater	6.00	4.75	2.50	0.50	0.00	0.50	0.00	1.00	1.00	0.50
Internal Service Funds										
Central Garage	3.0	3.0	3.0	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Utility Billing	5.0	5.0	5.0	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Utilities Administration	3.0	3.0	3.0	3.00	4.00	4.00	3.50	3.50	4.00	3.00

Data obtained from City of Fernandina Beach Finance Department

**SCHEDULE 17
CITY OF FERNANDINA BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS**

FUNCTION	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Public Safety										
Police										
Physical Arrests	350	386	255	362	675	675	686	572	631	793
Parking Violations	500	430	556	673	1,000	500	496	682	474	278
Traffic Violations	3,000	3,081	925	1,131	1,250	1,500	1,122	1,191	1,714	1,814
Number of calls answered	19,309	19,309	21,914	21,525	22,500	22,000	21,548	23,392	21,152	19,837
Fire										
Number of calls answered	3,057	3,057	2,678	2,200	2,200	2,200	2,200	1,858	3,620	3,190
Rescue Transports	1,516	1,516	1,448	1,300	1,200	1,200	1,200	1,200	N/A	N/A
Inspections	271	271	198	200	220	200	200	158	192	150
Transportation										
Street Resurfacing (in tons of asphalt used)	5,000	5,000	4,000	4,000	4,000	4,000	6,000	6,000	3,800	0
Potholes repaired (in tons of cold mix used)	25	25	30	30	30	30	43	43	50	60
Culture and Recreation										
Participants - After school tutoring	50	50	50	50	50	50	57	57	55	50
Participants - Summer Camp	220	220	220	166	220	216	214	214	212	190
Participants - Adult Softball Leagues	700	700	700	700	700	640	629	629	501	421
Participants - Senior Programs	935	360	360	360	850	521	554	554	732	607
Water										
Number of Active Accounts	8,675	7,951	8,541	8,064	7,888	8,482	8,487	8,487	8,487	8,559
Annual Daily Pumpage (millions of gallons)	3.340	3.301	3.285	5.071	4.964	5.099	3.326	3.739	3.463	3.454
Wastewater										
Annual daily sewage treatment (millions of gallons)	1.741	1.669	1.593	1.741	1.755	1.802	1.550	1.54	1.85	1.80
Stormwater										
Streets Cleaned (miles)	5,000	5,000	5,000	5,000	5,000	5,000	5,004	5,004	5,000	5,000
Drainage Cleaning (man hours)	2,000	2,000	2,000	2,000	2,000	2,000	1,206	1,206	N/A	N/A
Golf										
Rounds Played	46,317	39,057	46,317	41,904	42,231	39,674	49,003	49,003	49,594	58,066
Memberships	727	765	827	190	244	202	289	289	320	N/A
Marina										
Diesel Pumped (gallons)	0 *	0 *	0 *	503,500	398,354	195,000	272,651	279,613	263,760	338,315
Gas Pumped (gallons)	0 *	0 *	0 *	79,897	68,268	72,000	56,676	57,456	91,557	86,263
Boat Night Count	15,000	15,145	15,145	19,900	22,650	15,500	13,754	12,225	8,965	6,050

N/A - data not reported

* - Marina closed due to Hurricane Matthew damage

Data obtained from City of Fernandina Beach Finance Department

SCHEDULE 18
CITY OF FERNANDINA BEACH, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

FUNCTION	FISCAL YEAR									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Public Safety										
Police Stations	1	1	1	1	1	1	1	1	1	1
Fire Stations	2	2	2	2	2	2	2	2	2	2
Transportation										
Streets (miles)	99.00	77.16	77.16	76.05	76.03	75.09	75.09	75.09	75.09	75.09
Street lights	1,178	1,178	1,178	1,173	1,168	1,168	1,190	1,239	1,042	1,206
Culture and Recreation										
Community Centers	3	3	3	3	3	3	3	3	3	3
Parks	18	18	18	18	18	18	18	18	16	16
Parks Acreage	446	446	446	446	446	446	446	446	418	418
Pickleball Courts	4	4	0	0	0	0	0	0	0	0
Golf Course	1	1	1	1	1	1	1	1	1	1
Marina	1	1	1	1	1	1	1	1	1	1
Cemetery	1	1	1	1	1	1	1	1	1	1
Tennis Courts	4	4	4	4	4	4	4	4	4	4
Swimming Pools	2	2	2	2	2	2	2	2	2	2
Water										
Water mains (miles)	130	124	121	120	120	117	117	117	144	144
Maximum daily capacity (thousands of gallons)	18.2	18.0	18.2	18.2	18.2	18.2	18.2	18.2	18.2	18.2
Treatment Plants	3	3	3	3	3	3	3	3	3	3
Wastewater										
Sewer lines (miles)	102	102	98	97	97	95	95	95	65	65
Maximum daily treatment capacity (millions of gallons)	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Treatment Plants	2	2	2	2	2	2	2	2	2	2
Stormwater										
Stormwater pipe (miles)	66	66	66	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Drainage Structures	1,453	1,453	1,453	N/A	N/A	N/A	N/A	N/A	N/A	N/A
City maintained ponds	4	4	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A

N/A - Statistical data not accounted for

Statistical information obtained from the City's Finance Department

OTHER INFORMATION

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

Federal and State Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	State CSFA Number	Contract Number	Program Amount	Expenditures
Federal Financial Awards					
U.S. Department of Homeland Security					
Passed-Through Florida Division of Emergency Management (FEMA):					
Disaster Grants - Public Assistance	97.036			\$ 1,510,907	\$ 1,510,907 (1)
Disaster Grants - Public Assistance	97.039		H0104	103,324	58,502
Total U.S. Department of Homeland Security				<u>1,614,231</u>	<u>1,569,409</u>
U.S. Department of Justice					
Federal Equitable Sharing Agreement	16.922		N/A	175,107	70,406
Passed-Through Florida Department of Law Enforcement:					
Edward Byrne Memorial Justice Assistance Grant	16.738		2017-JAGD-NASS-2-H4-053	1,873	1,873
Total U.S. Department of Justice				<u>176,980</u>	<u>72,279</u>
U.S. Department of Transportation					
Airport Improvement Program:					
AWOS Replacement	20.106		3-12-022-027-2018	150,000	150,000
Runway 4-22 Pavement, Lighting and Drainage Rehabilitation	20.106		3-12-0022-028-2019	148,500	34,155
Construct 9% of Airport Terminal	20.106		3-12-0022-026-2017	356,355	17,643
Total U.S. Department of Transportation				<u>654,855</u>	<u>201,798</u>
U.S. Department of Commerce, National Oceanic and Atmospheric Administration					
Passed-Through Florida Department of Environmental Protection:					
Coastal Zone Management Administration Award	11.419		CM936	37,500	28,996
Total U.S. Department of Commerce, National Oceanic and Atmospheric Administration				<u>37,500</u>	<u>28,996</u>
U.S. Department of Housing and Urban Development					
Passed-Through Florida Department of Economic Opportunity (FDEO):					
Florida Small Cities Community Development Block Grant (CDBG) Program	14.218		86DDB-68-04-55-12-E47	101,181	-
Total U.S. Department of Housing and Urban Development				<u>101,181</u>	<u>-</u>
Total Federal Awards				<u>2,584,747</u>	<u>1,872,482</u>

(1) The Office of Management and Budget (OMB) requires that only expenditures that were approved by FEMA during the fiscal year are to be reported on the Schedule of Expenditures of Federal Awards (SEFA). The remaining expenditures will be reported on the SEFA in future years, when approved by FEMA.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)**

Federal and State Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	State CSFA Number	Contract Number	Program Amount	Expenditures
State Financial Assistance Projects					
Florida Department of Environmental Protection					
Statewide Surface Water Restoration and Wastewater Projects:					
N. Fletcher Drainage Improvements - Area 5		37.039	LP45011	\$ 500,000	\$ 33,085
Fernandina Beach Stormwater Shoreline Stabilization		37.039	LP45013	450,000	53,661
Subtotal CSFA #37.039				950,000	86,746
Increasing Access, Stewardship and Resiliency of Fernandina Beach					
Coastal Resources			R1921	75,000	-
Nassau County Beach Restoration		37.003	13NA2	1,183,320	477,661
Total Florida Department of Environmental Protection				<u>2,208,320</u>	<u>564,407</u>
Florida Department of Transportation					
Aviation Development Grants:					
Runway 13/31 Markings		55.004	G1474	40,000	39,924
Runway 4-22 Pavement, Lighting and Drainage Rehabilitation		55.004	G1C71	10,000	2,277
Airport Fuel Farm		55.004	G0Z26	320,000	22,400
Total Florida Department of Transportation				<u>370,000</u>	<u>64,601</u>
Total State Financial Assistance				<u>2,578,320</u>	<u>629,008</u>
Total Federal Awards and State Financial Assistance				<u>\$ 5,163,067</u>	<u>\$ 2,501,490</u>

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE PROJECTS
CITY OF FERNANDINA BEACH, FLORIDA**

Note 1 - General

The accompanying schedule of expenditures of federal awards and state financial assistance projects presents the activity of all federal awards programs and state financial assistance projects of the City of Fernandina Beach, Florida (the City).

The City reporting entity is defined in Note 1 to the City's basic financial statements for the year ended September 30, 2019. All federal awards and state financial assistance received directly from federal agencies or state agencies, as well as federal awards and state financial assistance passed through other governmental agencies, are included in the schedule.

Note 2 - Basis of Accounting

The accompanying schedule of expenditures of federal awards and state financial assistance projects is presented using the same basis of accounting as the fund in which the grant is recorded, generally the accrual or modified accrual basis, as described in Note 1 to the City's financial statements.

Note 3 - De Minimis Indirect Cost Rate Election

The City did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA**

1. Summary of Audit Results

Financial Statements

I. Type of Audit Report Issued on Financial Statements

Unmodified Opinion

II. Significant Deficiency and/or Material Weaknesses in Internal Control

Audit disclosed no significant deficiencies in internal control over financial reporting.

III. Non-Compliance Material to Auditee Financial Statements

Audit disclosed no material instances of non-compliance.

Federal Awards

IV. Significant Deficiencies and/or Material Weaknesses in Internal Control Over Major Federal Programs

Audit disclosed no significant deficiencies and/or material weaknesses in internal control over major federal programs that are required to be reported in the schedule of findings and questioned costs.

V. Type of Audit Report Issued on Compliance with Requirements Applicable to Major Federal Programs

Unmodified Opinion

VI. Audit Findings Relative to Major Federal Programs

The audit disclosed no findings required to be reported under 2 CFR 200.516(a).

VII. Programs Tested as Major Federal Programs Included

■ **Federal Programs**

Disaster Grants – Public Assistance

CFDA No.

97.036

VIII. Dollar Threshold Used to Distinguish Between Type A and Type B Federal Programs

■ **Federal Programs**

\$750,000

IX. Low-Risk Auditee

The City did not qualify as a low-risk auditee.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2019
CITY OF FERNANDINA BEACH, FLORIDA
(Concluded)**

Financial Statement Findings

No matters are reported

Federal Awards Findings and Questioned Costs

No matters are reported

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

The Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

Report on Compliance for Each Major State Project

We have audited the City of Fernandina Beach, Florida's, (the City) compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major Federal program for the year ended September 30, 2019. The City's major Federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with Federal Statutes, regulations, and the terms and conditions of its Federal awards applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major Federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major State Project

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended September 30, 2019.

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The Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major Federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions to prevent, or detect and correct, non-compliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in blue ink, reading "Purvis Gray".

March 12, 2020
Gainesville, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernandina Beach, Florida (the City) as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 12, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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The Honorable Mayor and City Commissioners
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Fernandina Beach, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, non-compliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink, reading "Purvis Gray".

March 12, 2020
Gainesville, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

We have examined the City of Fernandina Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes during the period ended September 30, 2019, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the City, its management, and is not intended to be, and should not be, used by anyone other than these specified parties.



March 12, 2020
Gainesville, Florida

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MANAGEMENT LETTER

The Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Fernandina Beach, Florida (the City) as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated March 12, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated March 12, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

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Fernandina Beach, Florida

MANAGEMENT LETTER

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in Note 1 to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.(a) and 10.556(7), *Rules of the Auditor General*, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.(c) and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.(d), *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Commissioners, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

The Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

MANAGEMENT LETTER

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

A handwritten signature in blue ink that reads "Purvis Gray". The signature is written in a cursive, flowing style.

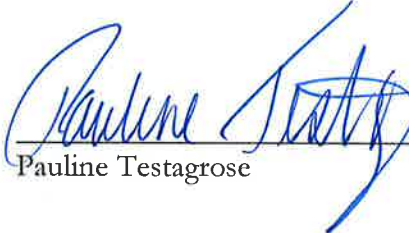
March 12, 2020
Gainesville, Florida

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Pauline Testagrose, who being duly sworn, deposes and says on oath that:

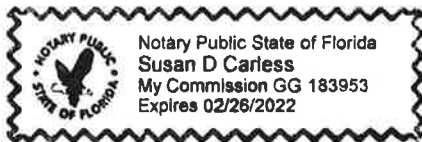
1. I am the Chief Financial Officer of the City of Fernandina Beach which is a municipality of the State of Florida;
2. The City of Fernandina Beach adopted (Ordinance No. **2005-2, 95-6, 2013-21, 2014-35, 2014-36, 2015-16 and 2018-44**) implementing an impact fee; and
3. The City of Fernandina Beach has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.


Pauline Testagrose

STATE OF FLORIDA
COUNTY OF NASSAU

SWORN TO AND SUBSCRIBED before me this 3rd day of March, 2020.




NOTARY PUBLIC
Print Name Susan Carless

Personally known ☒ or produced identification _____

Type of identification produced: _____

My Commission Expires:

2/26/22

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Comptroller Pauline Testagrose will answer any questions regarding the budget summary for February 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 3/16/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Monthly Budget Report

February 2020

Overall: This the fifth report of fiscal year 2019/2020 and February represents 41.7% of the budgeted fiscal year. Overall expenses are in line with this percentage with a few exceptions noted below. All revenue and various grant revenues have been accrued for the month of February. 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 73.8% of the annual budget. This is due to the timing of Property Taxes. For the month of February 91.4% or just over \$14.4M has been received year to date. Local Business Tax revenue is above the 41.7% mark at 102.5% due to the timing of receipts. The accrual for February's Franchise Fees was recorded for \$140,000. Specific revenue sources we are tracking are detailed below.

	19/20 Budget	Feb 20 YTD \$	Feb 20 YTD %	Feb 19 YTD \$	Feb 19 YTD %
Local Option Gas Tax	432,084	134,388	31.1%	109,909	27.9%
Small County Surtax (one cent sales tax)	1,965,358	760,204	38.7%	737,619	37.3%
Half Cent Sales Tax	940,628	349,953	37.2%	352,245	39.6%
Franchise Fees	1,440,000	582,774	40.5%	583,306	40.5%
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 Clerk, Finance, Non-Departmental, Code Enforcement and Parks are over the 41.7% due to the timing of annual maintenance contracts, professional services and the purchase of equipment.

Special Revenue Funds: (100-190)

In addition to the \$1.2million property tax levy, the Land Conservation Trust Fund has received \$218,350, year-to-date through February, in donations. This amount includes the funds received from Amelia Bluff and the private anonymous donation. 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. The semiannual interest was paid this month on the Series 2013A Utility Bonds.

Capital Improvement Funds: (300-330)

For the Capital Improvements Fund encumbrances have been issued for a new fire truck, sidewalks, street paving, 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. Year to date annual memberships were flat compared to last February. The margin on Pro Shop Sales is higher than budget ratio, while the Food and Beverage margin is lower.

Airport: (420)

Revenues exceeded expenses for the month due to payments for rent and land leases.

Sanitation: (440)

Revenues exceeded expenses year to date.

Wastewater: (450)

Revenue exceeds expenses due to septic dumping fees, interest, miscellaneous fees and year to date expenses slightly 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)

As anticipated, expenses exceed revenues year to date due to capital improvements, such as the new large reservoir #3 water plant. Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Stormwater: (470)

Expenses exceed revenues due to the loss on the disposal of a fixed asset (street sweeper). Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Marina: (480)

The Marina for the month received \$18,283.67 in transient slip rental fees.

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 FEBRUARY 29, 2020**

41.7%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 14,407,752	\$ (1,350,248)	91.4%
Sales /Use/Fuel Taxes	2,622,442	894,592	(1,727,850)	34.1%
Franchise Fees	1,460,000	592,634	(867,366)	40.6%
Licenses/Permits	366,750	261,063	(105,687)	71.2%
Intergovernmental	1,447,361	1,188,641	(258,720)	82.1%
Charges for Services	1,408,500	616,174	(792,326)	43.7%
Fines and Forfeitures	21,500	15,773	(5,727)	73.4%
Other	485,820	87,261	(398,559)	18.0%
Subtotal	23,570,373	18,063,890	(5,506,483)	76.6%
Transfers/Reimbursements				
Utility Tax	1,500,000	625,000	(875,000)	41.7%
Sanitation	36,000	15,000	(21,000)	41.7%
Wastewater	360,000	150,000	(210,000)	41.7%
Water	180,000	75,000	(105,000)	41.7%
Total Revenues (excluding cash balance)	25,646,373	18,928,890	(6,717,483)	73.8%
EXPENDITURES:				
City Commission	332,388	129,991	202,397	39.1%
City Clerk	538,003	250,473	287,530	46.6%
City Manager	639,551	167,688	471,863	26.2%
Finance	771,266	338,645	432,621	43.9%
Information and Technology	747,157	318,832	428,325	42.7%
Human Resources	392,609	149,199	243,410	38.0%
City Attorney	344,230	130,157	214,073	37.8%
Planning	655,651	231,729	423,922	35.3%
Facility Maintenance	703,410	293,693	409,717	41.8%
Police	6,110,101	2,360,473	3,749,628	38.6%
Police - Beach Rangers	63,040	7,796	55,244	12.4%
Fire	4,407,308	1,720,520	2,686,788	39.0%
Fire - Ocean Rescue	375,002	41,332	333,670	11.0%
Building / Permitting	45,650	1,547	44,103	3.4%
Code Enforcement	253,405	107,144	146,261	42.3%
Streets	1,775,646	617,036	1,158,610	34.7%
Downtown	78,964	33,976	44,988	43.0%
Public Assistance	128,000	24,179	103,821	18.9%
Library	14,644	2,986	11,658	20.4%
Recreation	1,373,565	448,905	924,660	32.7%
Parks	1,652,427	556,540	1,095,887	33.7%
Peck	248,520	87,785	160,735	35.3%
MLK Center	197,363	65,460	131,903	33.2%
Youth	342,847	100,985	241,862	29.5%
Aquatics	337,242	87,411	249,831	25.9%
Non-Departmental	259,320	105,811	153,509	40.8%
Contingency	100,920	0	100,920	
Transfers				
Debt Service	423,376	176,407	246,969	41.7%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	12,500	17,500	41.7%
Capital Improvements	1,445,000	602,085	842,915	41.7%
Golf	220,000	91,670	128,330	41.7%
Cemetery	11,300	4,708	6,592	41.7%
Marina	300,000	125,000	175,000	41.7%
Subtotal	26,524,905	10,599,664	15,925,241	40.0%
Encumbrances - All Departments		287,866	(287,866)	
Reserves	4,670,767	-	4,670,767	
Total Expenditures (including Encumbrances)	31,195,672	10,887,530	20,308,142	34.9%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	8,041,360	13,590,659	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, February 29, 2020	\$ -	\$ 13,590,659	\$ 13,590,659	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 29, 2020**

41.7%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,441	\$ 181	\$ (2,260)	7.4%
110 Federal Forfeiture	190,385	24,053	(166,332)	12.6%
125 Tree Trust	176,387	87,523	(88,864)	49.6%
126 Historic District (HDC)	51,975	18,697	(33,278)	36.0%
130 CDBG - Economic Development	101,181	1,599	(99,582)	1.6%
135 Land Conservation Trust	1,514,284	1,735,374	221,090	114.6%
140 Building Fees Fund	3,633,742	490,355	(3,143,387)	13.5%
145 Wastewater Impact Fees	1,982,529	319,298	(1,663,231)	16.1%
146 Water Impact Fees	685,141	120,966	(564,175)	17.7%
150 Utility Tax	1,808,526	691,125	(1,117,401)	38.2%
170 Cemetery	1,320,583	57,682	(1,262,901)	4.4%
180 Community Redevelopment Area	55,624	68	(55,556)	0.1%
190 Law Enforcement Recovery	220,749	32,827	(187,922)	14.9%
Total Revenues	\$ 11,743,547	\$ 3,579,748	\$ (8,163,799)	30.5%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	91,664	98,721	48.1%
125 Tree Trust	176,387	3,821	172,566	2.2%
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	440,374	3,193,368	12.1%
145 Wastewater Impact Fees	1,982,529	208,335	1,774,194	10.5%
146 Water Impact Fees	685,141	141,665	543,476	20.7%
150 Utility Tax	1,808,526	625,000	1,183,526	34.6%
170 Cemetery	1,320,583	85,422	1,235,161	6.5%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	127,704	93,045	57.9%
Total Expenditures	\$ 11,743,547	\$ 2,347,834	\$ 9,395,713	20.0%

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 29, 2020**

41.7%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 660,182	\$ (1,931,955)	25.5%
	Expenses				
	General Government	\$ 706,637	\$ 190,297	516,340	26.9%
	Information Technology	125,000	94,444	30,556	0.0%
	Police	55,000	3,751	51,249	0.0%
	Fire	525,000	-	525,000	0.0%
	Streets	866,500	262,042	604,458	30.2%
	Recreation	100,000	5,191	94,809	5.2%
	Parks	83,670	-	83,670	0.0%
	Peck	55,330	30,082	25,248	54.4%
	MLK	75,000	8,385	66,615	11.2%
	Subtotal	<u>2,592,137</u>	<u>594,193</u>	<u>1,997,944</u>	<u>22.9%</u>
	Net Revenues(Expenses)	\$ -	\$ 65,990	\$ (65,990)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 25,504	\$ (1,559,496)	1.6%
	Admin	1,020,266	56,809	(963,457)	5.6%
	Police	340,431	33,855	(306,576)	9.9%
	Fire	782,072	46,166	(735,906)	5.9%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	202,207	(3,836,253)	5.0%
	Subtotal	<u>7,766,229</u>	<u>364,541</u>	<u>(7,401,688)</u>	<u>4.7%</u>
	Expenses				
	Admin	\$ 2,522,166	\$ 18,745	\$ 2,503,421	0.7%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	90,588	\$ 692,915	11.6%
	Recreation	4,119,633	29,968	\$ 4,089,665	0.7%
	Subtotal	<u>7,766,229</u>	<u>139,301</u>	<u>7,626,928</u>	<u>1.8%</u>
	Net Revenues(Expenses)	\$ -	\$ 225,240	\$ 225,240	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 643,829	\$ (5,844,571)	9.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 643,829	\$ 643,829	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH FEBRUARY 29, 2020**

41.7%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 562,170	\$ (805,480)	41.1%
Operating Expense*	1,434,311	587,368	846,943	41.0%
Operating Income (Loss)	(66,661)	(25,197)	41,464	37.8%
Non Operating Income (Expense) & Transfers	554,269	109,563	(444,706)	19.8%
Change in Net Position	\$ 487,608	\$ 84,366	\$ (403,242)	17.3%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 342,136	\$ (519,166)	39.7%
Operating Expense*	547,497	202,639	344,858	37.0%
Operating Income (Loss)	313,805	139,497	(174,308)	44.5%
Non Operating Income (Expense) & Transfers	2,534,495	53,944	(2,480,551)	2.1%
Change in Net Position	\$ 2,848,300	\$ 193,441	\$ (2,654,859)	6.8%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 1,092,981	\$ (1,427,979)	43.4%
Operating Expense*	2,541,048	917,795	1,623,253	36.1%
Operating Income (Loss)	(20,088)	175,187	195,275	-872.1%
Non Operating Income (Expense) & Transfers	19,000	(6,279)	(25,279)	-33.0%
Change in Net Position	\$ (1,088)	\$ 168,908	\$ 169,996	-15524.6%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 2,508,743	\$ (3,568,424)	41.3%
Operating Expense*	2,636,631	944,591	1,692,040	35.8%
Operating Income (Loss)	3,440,536	1,564,152	(1,876,384)	45.5%
Non Operating Income (Expense) & Transfers	(2,788,629)	(1,145,200)	1,643,429	41.1%
Change in Net Position	\$ 651,907	\$ 418,952	\$ (232,955)	64.3%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 1,761,310	\$ (2,604,307)	40.3%
Operating Expense*	2,432,349	791,199	1,641,150	32.5%
Operating Income (Loss)	1,933,268	970,110	(963,158)	50.2%
Non Operating Income (Expense) & Transfers	(954,684)	(416,056)	538,628	43.6%
Change in Net Position	\$ 978,584	\$ 554,055	\$ (424,529)	56.6%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 370,166	\$ (454,834)	44.9%
Operating Expense*	1,007,343	284,797	722,546	28.3%
Operating Income (Loss)	(182,343)	85,369	267,712	-46.8%
Non Operating Income (Expense) & Transfers	983,945	206,035	(777,910)	20.9%
Change in Net Position	\$ 801,602	\$ 291,404	\$ (510,198)	36.4%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 70,179	\$ (1,554,536)	4.3%
Operating Expense*	1,627,020	277,645	1,349,375	17.1%
Operating Income (Loss)	(2,305)	(207,465)	(205,160)	9000.7%
Non Operating Income (Expense) & Transfers	6,842,294	1,376,049	(5,466,245)	20.1%
Change in Net Position	\$ 6,839,989	\$ 1,168,583	\$ (5,671,406)	17.1%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 655,000	\$ -	\$ 655,000	0.0%
Airport Fund 420	2,997,978	183,942	\$ 2,814,036	6.1%
Sanitation Fund 440	15,000	-	15,000	0.0%
Wastewater Fund 450	1,123,500	139,489	984,011	12.4%
Water Fund 460	1,432,000	804,835	627,165	56.2%
Stormwater Fund 470	1,454,295	478,921	975,375	32.9%
Marina Fund 480	8,923,465	2,287,454	6,636,011	25.6%
Total Enterprise Funds	\$ 16,601,238	\$ 3,894,640	\$ 12,706,598	23.5%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH FEBRUARY 29, 2020**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	580,632.76	587,367.51	(6,734.75)	91,670.00		569.14	84,366.11
Airport (420)	396,079.90	386,580.84	9,499.06			-	9,499.06
Sanitation (440)	1,101,702.23	917,794.58	183,907.65		(15,000.00)		168,907.65
Wastewater (450)	2,562,972.86	1,084,079.32	1,478,893.54		(1,199,430.00)		279,463.54
Water (460)	1,793,368.84	1,596,034.59	197,334.25	250,000.00	(698,115.00)		(250,780.75)
Storm Water Management (470)	619,413.10	806,929.85	(187,516.75)				(187,516.75)
Marina (480)	1,402,497.61	2,565,098.51	(1,162,600.90)	125,000.00		81,269.56	(1,118,870.46)

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

**Year to Date Cost includes Capital Expenditures.

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

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

2/29/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
384		30	40,951.17	
75		60	5,176.78	*payment terms
27		90	1,985.24	*
11		120+	1,464.97	*
-				
384		Total	\$ 49,578.16	

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

253 accts.
w/delinquent
balances

\$ 64,319.02

Closed accounts in Munis -
processing for collection
action by 03/31/20

Note - Delay due to
reporting issue that
has been resolved.

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,735.32	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	1,044.22		3.64%
		\$ 127,280.18	\$ 4,761.44	\$ 10,326.36	\$ 15,087.80	11.85%
Recovered to date		(15,087.80)				
Balance currently at CCI		\$ 112,192.38				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
10		30	7,984.99	(Amelia Island Aviation - acct closed)
4		60	6,500.78	\$ -
2		90	5,832.97	\$ -
2		120+	198.65	\$ -
				\$ 8,758.77
10		Sub Total	\$ 20,517.39	\$ 8,758.77
				\$ 29,276.16

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
As of 2/29/2020				\$9,292
9	ALL Customers			
		30		
		60		
		90		
		120		
1		150+	880.88	
			880.88	
				30
				60
David Johnson	In Collections			30+60
Total				150

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
1		30	154.06	
1		60	43.85	
0		90	-	
0		120+	-	
2		Sub Total	\$ 197.91	

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FOR 2020 05

	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	-14,407,752.11	-373,238.40	0.00	-1,350,247.89	91.4%
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-134,387.84	-26,020.41	0.00	-297,696.16	31.1%
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	-760,203.72	-190,442.58	0.00	-1,205,154.28	38.7%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-163,973.50	-5,611.30	0.00	3,973.50	102.5%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-4,683.07	-315.01	0.00	1,683.07	156.1%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-582.50	-315.00	0.00	532.50	1165.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,586.22	-13.12	0.00	586.22	129.3%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-1,575.00	-315.00	0.00	-4,425.00	26.3%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	0.00	0.00	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	-3,471.00	-1,078.00	0.00	-21,529.00	13.9%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-582,774.30	-100,000.00	0.00	-857,225.70	40.5%
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-9,859.92	-5,628.04	0.00	-10,140.08	49.3%
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	-15,975.00	-4,400.00	0.00	-2,025.00	88.8%
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	-3,000.00	-1,000.00	0.00	3,000.00	100.0%

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-1,700.00	0.00	0.00	-9,350.00	15.4%
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-1,175.00	-150.00	0.00	-2,025.00	36.7%
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	-13,400.00	-1,400.00	0.00	-8,300.00	61.8%
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	-1,200.00	-400.00	0.00	-800.00	60.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-6,256.66	0.00	0.00	6,256.66	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-2,461.00	-200.00	0.00	-2,039.00	54.7%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-235.00	0.00	0.00	-1,765.00	11.8%
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-37,039.00	-26,791.10	0.00	2,039.00	105.8%
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	-646,074.44	-628,139.00	0.00	646,074.44	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	-349,953.23	-74,799.91	0.00	-590,674.77	37.2%
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-95,362.20	-19,072.44	0.00	-146,370.80	39.4%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-428.24	-33.50	0.00	-371.76	53.5%

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-21,399.02	-3,803.65	0.00	-1,600.98	93.0%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-5,820.00	-2,910.00	0.00	-4,180.00	58.2%
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-64,460.60	0.00	0.00	-66,739.40	49.1%
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-5,143.72	-1,789.94	0.00	-7,356.28	41.1%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-13,647.85	-10,000.00	0.00	-116,352.15	10.5%
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-450,000.00	-450,000.00	-245,107.24	-41,712.42	0.00	-204,892.76	54.5%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-99,044.30	-20,931.30	0.00	-60,955.70	61.9%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-21,998.09	-4,861.30	0.00	-1,001.91	95.6%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-8,637.15	-3,571.15	0.00	-3,362.85	72.0%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,035.00	-478.00	0.00	3,035.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-5,065.00	-930.00	0.00	-2,935.00	63.3%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-45.00	-20.00	0.00	-455.00	9.0%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-381.46	0.00	0.00	-13,118.54	2.8%
001 34720		RENTALS					
	-10,000.00	-10,000.00	-5,106.09	-100.00	0.00	-4,893.91	51.1%
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-1,135.00	-625.00	0.00	-6,865.00	14.2%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-7,557.44	-2,108.24	0.00	-17,442.56	30.2%
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-3,713.23	-853.36	0.00	-2,786.77	57.1%
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-13,726.00	-2,340.00	0.00	-28,274.00	32.7%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-2,084.70	-210.00	0.00	-2,415.30	46.3%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,233.00	-393.00	0.00	1,233.00	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	-14,895.00	-4,285.00	0.00	2,395.00	119.2%
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	-122,545.49	-24,473.27	0.00	-187,454.51	39.5%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-29,837.00	-5,019.00	0.00	-86,163.00	25.7%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-16,972.30	-2,683.04	0.00	-37,027.70	31.4%
001 34745		GREENWAY					
	0.00	0.00	-215.00	-40.00	0.00	215.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-193.00	-87.00	0.00	193.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-5,543.88	-1,493.50	0.00	-2,456.12	69.3%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-8,721.50	-2,070.00	0.00	-2,278.50	79.3%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-638.69	-192.43	0.00	-861.31	42.6%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-869.00	-192.00	0.00	-131.00	86.9%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-56,821.06	-11,205.29	0.00	-108,178.94	34.4%
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	-7,935.00	-1,983.75	0.00	-15,865.00	33.3%
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-8,608.74	-1,507.96	0.00	-6,417.26	57.3%
001 36995		LATE FEES					
	0.00	0.00	-3.41	0.00	0.00	3.41	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-80.00	-16.00	0.00	-20.00	80.0%
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	-625,000.00	-125,000.00	0.00	-875,000.00	41.7%
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-15,000.00	-3,000.00	0.00	-21,000.00	41.7%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-150,000.00	-30,000.00	0.00	-210,000.00	41.7%
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-75,000.00	-15,000.00	0.00	-105,000.00	41.7%



FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38910	CASH BALANCE FORWARD						
	-5,549,299.00	-5,549,299.00	0.00	0.00	0.00	-5,549,299.00	.0%
TOTAL GENERAL FUND	-31,188,172.00	-31,188,172.00	-18,915,077.91	-1,785,248.41	0.00	-12,273,094.09	60.6%
TOTAL REVENUES	-31,188,172.00	-31,188,172.00	-18,915,077.91	-1,785,248.41	0.00	-12,273,094.09	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,500.00	-7,500.00	-13,812.36	-3,158.85	0.00	6,312.36	184.2%
TOTAL FIRE	-7,500.00	-7,500.00	-13,812.36	-3,158.85	0.00	6,312.36	184.2%
TOTAL REVENUES	-7,500.00	-7,500.00	-13,812.36	-3,158.85	0.00	6,312.36	
GRAND TOTAL	-31,195,672.00	-31,195,672.00	-18,928,890.27	-1,788,407.26	0.00	-12,266,781.73	60.7%

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Revenue	Amount	% Used
Revised Budget	(\$31,195,672.00)	60.7%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	.00	
Revised Budget excluding Cash	(\$25,646,373.00)	
YTD Actual Revenue	(\$18,928,890.27)	73.8%

Revised Budget excluding Cash	(\$25,646,373.00)
Less: YTD Expenditures	10,599,664.35
Net (Revenues) Expenditures	(\$15,046,708.65)

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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	129,990.94	14,086.36	0.00	202,397.06	39.1%
0011200 CITY CLERK						
538,003.00	538,003.00	250,473.47	28,335.03	0.00	287,529.53	46.6%
0011210 CITY MANAGER						
639,551.00	639,551.00	167,688.34	31,331.26	21,250.00	450,612.66	29.5%
0011300 FINANCE						
771,266.00	771,266.00	338,645.38	49,949.57	-5,503.01	438,123.63	43.2%
0011310 INFORMATION TECHNOLOGY						
747,157.00	747,157.00	318,831.71	44,527.45	-71,938.40	500,263.69	33.0%
0011350 HUMAN RESOURCES						
392,609.00	392,609.00	149,199.01	23,833.04	0.00	243,409.99	38.0%
0011400 CITY ATTORNEY						
344,230.00	344,230.00	130,156.55	27,821.03	0.00	214,073.45	37.8%
0011500 PLANNING						
655,651.00	655,651.00	231,729.15	57,111.17	-6,700.00	430,621.85	34.3%
0011910 NON DEPARTMENTAL						
259,320.00	259,320.00	105,810.72	18,671.12	9,143.67	144,365.61	44.3%
0011930 FACILITIES MAINTENANCE						
689,730.00	703,410.00	293,693.38	77,204.80	0.00	409,716.62	41.8%
0012100 POLICE						
6,110,101.00	6,110,101.00	2,360,472.84	423,987.11	100,492.74	3,649,135.42	40.3%
0012101 POLICE RANGERS						
63,040.00	63,040.00	7,795.90	246.90	0.00	55,244.10	12.4%
0012200 FIRE						
4,418,808.00	4,407,308.00	1,720,520.26	319,381.78	-16,471.32	2,703,259.06	38.7%
0012201 FIRE OCEAN RESCUE						
363,502.00	375,002.00	41,332.18	9,530.26	0.00	333,669.82	11.0%
0012400 BUILDING / PERMITTING						
20,250.00	45,650.00	1,547.36	0.00	0.00	44,102.64	3.4%
0012420 CODE ENFORCEMENT						
253,405.00	253,405.00	107,144.05	16,571.09	0.00	146,260.95	42.3%
0014100 STREETS						
1,775,646.00	1,775,646.00	617,035.72	145,156.41	35,618.10	1,122,992.18	36.8%
0015200 DOWNTOWN						
78,964.00	78,964.00	33,975.63	17,179.53	0.00	44,988.37	43.0%
0015640 PUBLIC ASSISTANCE						
128,000.00	128,000.00	24,179.47	0.00	0.00	103,820.53	18.9%
0017100 LIBRARY						
14,644.00	14,644.00	2,986.11	1,396.56	0.00	11,657.89	20.4%
0017200 RECREATION						
1,372,394.00	1,373,565.00	448,905.13	102,535.58	71,308.00	853,351.87	37.9%
0017210 PARKS						
1,653,362.00	1,652,427.00	556,539.63	206,842.82	150,666.30	945,221.07	42.8%



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0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	248,520.00	87,785.46	14,343.92	0.00	160,734.54	35.3%
0017225 MLK CENTER	197,413.00	197,363.00	65,459.95	13,784.99	0.00	131,903.05	33.2%
0017230 YOUTH	342,847.00	342,847.00	100,984.58	19,691.89	0.00	241,862.42	29.5%
0017240 AQUATICS	337,242.00	337,242.00	87,411.43	15,108.45	0.00	249,830.57	25.9%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	4,131,676.00	2,219,370.00	202,474.00	0.00	1,912,306.00	53.7%
0018200 CONTINGENCIES	150,000.00	100,920.00	0.00	0.00	0.00	100,920.00	.0%
0018300 RESERVES	4,670,767.00	4,175,767.00	0.00	0.00	0.00	4,175,767.00	.0%
GRAND TOTAL		31,195,672.00	10,599,664.35	1,881,102.12	287,866.08	20,308,141.57	34.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	-174.00	-174.00	0.00	34.00	124.3%
100 36110		INTEREST					
	0.00	0.00	-7.16	-1.51	0.00	7.16	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	-181.16	-175.51	0.00	181.16	100.0%
	TOTAL REVENUES						
	-2,441.00	-2,441.00	-181.16	-175.51	0.00	-2,259.84	
	TOTAL EXPENSES						
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
	GRAND TOTAL	0.00	-181.16	-175.51	0.00	181.16	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35120		SEIZED CONTRABAND					
	0.00	0.00	-11,822.98	-11,822.98	0.00	11,822.98	100.0%
110 35121		SEIZED CONTRABAND					
	-25,000.00	-25,000.00	-7,910.21	0.00	0.00	-17,089.79	31.6%
110 36110		INTEREST					
	0.00	0.00	-435.90	-68.74	0.00	435.90	100.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-3,883.70	-3,883.70	0.00	3,883.70	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	659.44	659.44	0.00	14,340.56	4.4%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	91,004.00	0.00	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	67,610.65	-15,115.98	53,513.12	-121,123.77	100.0%
TOTAL REVENUES							
	-190,385.00	-190,385.00	-24,052.79	-15,775.42	0.00	-166,332.21	
TOTAL EXPENSES							
	190,385.00	190,385.00	91,663.44	659.44	53,513.12	45,208.44	
GRAND TOTAL							
	0.00	0.00	67,610.65	-15,115.98	53,513.12	-121,123.77	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	-86,945.00	-58,945.00	0.00	34,565.00	166.0%
125 36110		INTEREST					
	0.00	0.00	-577.63	-141.46	0.00	577.63	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	3,740.42	3,210.82	0.00	3,159.58	54.2%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	80.97	0.00	0.00	3,819.03	2.1%
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	-83,701.24	-55,875.64	0.00	83,701.24	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-87,522.63	-59,086.46	0.00	-88,864.37	
TOTAL EXPENSES							
	176,387.00	176,387.00	3,821.39	3,210.82	0.00	172,565.61	
GRAND TOTAL							
	0.00	0.00	-83,701.24	-55,875.64	0.00	83,701.24	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	0.00	0.00	-3,440.00	-580.00	0.00	3,440.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-2,700.00	-1,000.00	0.00	1,000.00	158.8%
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	-56.54	-16.15	0.00	56.54	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-12,500.00	-2,500.00	0.00	-17,500.00	41.7%
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	-18,696.54	-4,096.15	0.00	18,696.54	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-18,696.54	-4,096.15	0.00	-33,278.46	
TOTAL EXPENSES							
	51,975.00	51,975.00	0.00	0.00	0.00	51,975.00	
GRAND TOTAL							
	0.00	0.00	-18,696.54	-4,096.15	0.00	18,696.54	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	0.00	0.00	-1,599.50	-322.88	0.00	1,599.50	100.0%
130 38910		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	-1,599.50	-322.88	0.00	1,599.50	100.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	-1,599.50	-322.88	0.00	-99,581.50	
		TOTAL EXPENSES					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	
	GRAND TOTAL	0.00	-1,599.50	-322.88	0.00	1,599.50	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	-2,740.21	-666.59	0.00	2,740.21	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-218,350.00	-103,350.00	0.00	218,350.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	0.00	-307,284.00	-307,283.75	0.00	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	-1,111,524.71	-104,016.59	0.00	1,111,524.71	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,735,373.96	-104,016.59	0.00	221,089.96	
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	-1,111,524.71	-104,016.59	0.00	1,111,524.71	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	-251,718.85	-103,947.75	0.00	-403,281.15	38.4%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-104,910.00	-46,783.50	0.00	-195,090.00	35.0%
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-1,429.00	-207.00	0.00	-6,071.00	19.1%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-12,926.00	-640.00	0.00	7,926.00	258.5%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-1,295.00	0.00	0.00	-2,205.00	37.0%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-350.00	0.00	0.00	250.00	350.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-1,882.00	-307.00	0.00	-368.00	83.6%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-24,680.00	-5,935.00	0.00	-35,320.00	41.1%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-1,875.00	-150.00	0.00	-6,625.00	22.1%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-5,840.00	-1,040.00	0.00	-8,160.00	41.7%
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,575.00	-300.00	0.00	-4,425.00	26.3%
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-18,821.00	-6,400.00	0.00	-56,179.00	25.1%
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-11,716.00	-2,450.00	0.00	-23,284.00	33.5%
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-12,355.00	-1,036.00	0.00	-12,645.00	49.4%
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-376.15	0.00	0.00	376.15	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-1,624.49	0.00	0.00	-375.51	81.2%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-300.00	-105.00	0.00	-700.00	30.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 36110		INTEREST					
	0.00	0.00	-10,131.19	-2,101.79	0.00	10,131.19	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	-24,731.00	0.00	0.00	731.00	103.0%
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	201,231.77	35,267.61	0.00	457,003.23	30.6%
140 51300		SEASONAL/TEMPORARY					
	0.00	93,600.00	0.00	0.00	0.00	93,600.00	.0%
140 51350		PART-TIME					
	40,164.00	40,164.00	7,697.10	215.21	0.00	32,466.90	19.2%
140 51400		OVERTIME					
	5,000.00	5,000.00	2,249.46	1,233.95	0.00	2,750.54	45.0%
140 52100		FICA					
	53,810.00	61,010.00	15,506.12	2,668.52	0.00	45,503.88	25.4%
140 52200		RETIREMENT					
	150,472.00	150,472.00	48,754.04	8,745.78	0.00	101,717.96	32.4%
140 52300		HEALTH INSUR					
	121,789.00	121,789.00	40,672.77	7,658.75	0.00	81,116.23	33.4%
140 52301		LIFE INSUR					
	3,493.00	3,493.00	1,178.62	212.91	0.00	2,314.38	33.7%
140 52400		WORKERS' COMP					
	10,412.00	11,012.00	4,340.00	868.00	0.00	6,672.00	39.4%
140 53100		PROFESSIONAL SERVICES					
	137,000.00	287,000.00	28,384.01	450.00	8,400.00	250,215.99	12.8%
140 53400		CONTRACTUAL					
	109,325.00	101,825.01	20,512.15	730.55	0.00	81,312.86	20.1%
140 54000		TRAINING/TRAVEL					
	49,040.00	49,040.00	6,611.54	151.84	0.00	42,428.46	13.5%
140 54100		COMM - PHONE/FAX/ALARM					
	647.00	647.00	74.90	18.44	0.00	572.10	11.6%
140 54101		COMMUNICATIONS-CELLULAR					
	4,920.00	12,419.99	3,105.53	0.00	0.00	9,314.46	25.0%
140 54500		INSURANCE					
	8,470.00	8,470.00	3,530.00	706.00	0.00	4,940.00	41.7%
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	1,059.00	412.50	0.00	141.00	88.3%
140 54640		R/M VEHICLES-PARTS					
	500.00	500.00	2,520.71	1,376.76	0.00	-2,020.71	504.1%
140 54700		PRINTING					
	9,675.00	9,675.00	0.00	0.00	0.00	9,675.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	2,020.87	167.00	0.00	2,979.13	40.4%
140 55200		OPERATING SUPPLIES					
	8,680.00	8,680.00	9,925.14	2,214.52	0.00	-1,245.14	114.3%
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	1,481.65	278.27	0.00	2,018.35	42.3%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	4,287.51	1,276.55	0.00	16,712.49	20.4%
140 56400		EQUIPMENT					
	30,000.00	124,671.00	29,437.30	29,437.30	94,670.85	562.85	99.5%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	4,389.96	0.00	0.00	1,010.04	81.3%
140 59990		RESERVE					
	2,170,150.00	1,824,079.00	0.00	0.00	0.00	1,824,079.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-3,300,843.30	-77,312.58	103,070.85	3,197,772.45	100.0%
TOTAL REVENUES	-3,633,742.00	-3,633,742.00	-3,741,216.86	-171,403.04	0.00	107,474.86	
TOTAL EXPENSES	3,633,742.00	3,633,742.00	440,373.56	94,090.46	103,070.85	3,090,297.59	
GRAND TOTAL	0.00	0.00	-3,300,843.30	-77,312.58	103,070.85	3,197,772.45	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-4,796.05	-973.85	0.00	-6,003.95	44.4%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-298,468.99	-23,210.00	0.00	-165,731.01	64.3%
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-16,033.45	-305.44	0.00	-56,497.55	22.1%
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	208,335.00	41,667.00	0.00	291,665.00	41.7%
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	-110,963.49	17,177.71	0.00	110,963.49	100.0%
TOTAL REVENUES	-1,982,529.00	-1,982,529.00	-319,298.49	-24,489.29	0.00	-1,663,230.51	
TOTAL EXPENSES	1,982,529.00	1,982,529.00	208,335.00	41,667.00	0.00	1,774,194.00	
GRAND TOTAL	0.00	0.00	-110,963.49	17,177.71	0.00	110,963.49	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	-1,365.60	-261.64	0.00	1,365.60	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-111,866.88	-9,590.00	0.00	-79,933.12	58.3%
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-7,733.40	-108.18	0.00	-52,203.60	12.9%
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	141,665.00	28,333.00	0.00	198,335.00	41.7%
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	20,699.12	18,373.18	0.00	-20,699.12	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-120,965.88	-9,959.82	0.00	-564,175.12	
TOTAL EXPENSES							
	685,141.00	685,141.00	141,665.00	28,333.00	0.00	543,476.00	
GRAND TOTAL							
	0.00	0.00	20,699.12	18,373.18	0.00	-20,699.12	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-335,943.57	-88,182.34	0.00	-364,432.43	48.0%
150 31420		TELEPHONE MUNICIPAL TAX					
	-659,022.00	-659,022.00	-293,275.80	-55,743.06	0.00	-365,746.20	44.5%
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	-60,953.78	-17,994.18	0.00	-49,046.22	55.4%
150 36110		INTEREST					
	0.00	0.00	-1,149.37	-248.20	0.00	1,149.37	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	625,000.00	125,000.00	0.00	875,000.00	41.7%
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	-66,125.32	-37,167.78	0.00	66,125.32	100.0%
TOTAL REVENUES							
	-1,808,526.00	-1,808,526.00	-691,125.32	-162,167.78	0.00	-1,117,400.68	
TOTAL EXPENSES							
	1,808,526.00	1,808,526.00	625,000.00	125,000.00	0.00	1,183,526.00	
GRAND TOTAL							
	0.00	0.00	-66,125.32	-37,167.78	0.00	66,125.32	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	-1,480.00	-360.00	0.00	-1,520.00	49.3%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-1,520.00	-320.00	0.00	-680.00	69.1%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-14,647.52	-3,123.90	0.00	-35,352.48	29.3%
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-25,321.46	-4,956.38	0.00	-57,178.54	30.7%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-9,804.32	-7,040.89	0.00	-195.68	98.0%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-198.79	-637.76	0.00	198.79	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-4,710.00	-942.00	0.00	-6,590.00	41.7%
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	30,443.50	5,878.42	0.00	46,718.50	39.5%
170 51400		OVERTIME					
	2,000.00	2,000.00	2.95	0.00	0.00	1,997.05	.1%
170 52100		FICA					
	6,056.00	6,056.00	2,129.75	407.08	0.00	3,926.25	35.2%
170 52200		RETIREMENT					
	18,488.00	18,488.00	7,294.95	1,408.47	0.00	11,193.05	39.5%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	11,130.00	2,226.00	0.00	15,582.00	41.7%
170 52301		LIFE INSUR					
	431.00	431.00	180.01	36.19	0.00	250.99	41.8%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	2,920.00	584.00	0.00	4,086.00	41.7%
170 53200		AUDITING					
	2,265.00	2,265.00	945.00	189.00	0.00	1,320.00	41.7%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	645.29	86.95	0.00	7,942.71	7.5%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	50.00	1.69	2.61	0.00	48.31	3.4%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	417.56	104.36	0.00	3,382.44	11.0%



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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	75.65	10.06	0.00	924.35	7.6%
170 54500		INSURANCE					
	2,834.00	2,834.00	1,180.00	236.00	0.00	1,654.00	41.6%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	3,009.80	1.00	0.00	9,990.20	23.2%
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	597.50	32.50	0.00	1,602.50	27.2%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	515.00	3.75	0.00	985.00	34.3%
170 55200		OPERATING SUPPLIES					
	2,500.00	2,321.00	76.60	19.98	0.00	2,244.40	3.3%
170 55210		UNIFORMS					
	1,200.00	1,200.00	781.07	0.00	0.00	418.93	65.1%
170 55230		GAS/OIL					
	3,000.00	3,000.00	946.67	185.44	0.00	2,053.33	31.6%
170 56400		MACH/EQUIP					
	22,000.00	22,129.00	22,128.90	22,128.90	0.00	0.10	100.0%
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	27,739.80	16,159.78	0.00	-27,739.80	100.0%
	TOTAL REVENUES						
	-1,320,583.00	-1,320,583.00	-57,682.09	-17,380.93	0.00	-1,262,900.91	
	TOTAL EXPENSES						
	1,320,583.00	1,320,583.00	85,421.89	33,540.71	0.00	1,235,161.11	
	GRAND TOTAL	0.00	27,739.80	16,159.78	0.00	-27,739.80	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-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	-67.82	-13.88	0.00	67.82	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	-67.82	-13.88	0.00	67.82	100.0%
	TOTAL REVENUES						
	-55,624.00	-55,624.00	-67.82	-13.88	0.00	-55,556.18	
	TOTAL EXPENSES						
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
	GRAND TOTAL						
	0.00	0.00	-67.82	-13.88	0.00	67.82	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	-30,931.50	0.00	0.00	-92,794.50	25.0%
190 36110		INTEREST					
	0.00	0.00	-220.15	-24.99	0.00	220.15	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,675.00	0.00	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	0.00	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	19,512.07	3,345.06	0.00	10,487.93	65.0%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	93,688.98	50,558.98	12,857.56	7,053.46	93.8%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	13,000.00	11,804.99	9,672.49	0.00	1,195.01	90.8%
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	94,877.59	63,551.54	12,857.56	-107,735.15	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-32,826.65	-24.99	0.00	-187,922.35	
TOTAL EXPENSES							
	220,749.00	220,749.00	127,704.24	63,576.53	12,857.56	80,187.20	
GRAND TOTAL							
	0.00	0.00	94,877.59	63,551.54	12,857.56	-107,735.15	100.0%

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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	-253.72	-96.72	0.00	253.72	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-176,405.00	-35,281.00	0.00	-246,971.00	41.7%
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	-166,970.92	-35,377.72	0.00	166,970.92	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-176,658.72	-35,377.72	0.00	-251,181.28	
TOTAL EXPENSES							
	427,840.00	427,840.00	9,687.80	0.00	0.00	418,152.20	
GRAND TOTAL							
	0.00	0.00	-166,970.92	-35,377.72	0.00	166,970.92	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-2,403.93	-639.99	0.00	2,403.93	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-208,335.00	-41,667.00	0.00	-291,665.00	41.7%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-141,665.00	-28,333.00	0.00	-198,335.00	41.7%
230 38145		FROM WASTEWATER					
	-418,629.00	-418,629.00	-174,430.00	-34,886.00	0.00	-244,199.00	41.7%
230 38146		FROM WATER					
	-1,495,471.00	-1,495,471.00	-623,115.00	-124,623.00	0.00	-872,356.00	41.7%
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	589,576.38	589,576.38	0.00	589,523.62	50.0%
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	-560,372.55	359,427.39	0.00	560,372.55	100.0%
TOTAL REVENUES							
	-3,028,100.00	-3,028,100.00	-1,149,948.93	-230,148.99	0.00	-1,878,151.07	
TOTAL EXPENSES							
	3,028,100.00	3,028,100.00	589,576.38	589,576.38	0.00	2,438,523.62	
GRAND TOTAL							
	0.00	0.00	-560,372.55	359,427.39	0.00	560,372.55	100.0%

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YEAR-TO-DATE BUDGET REPORT

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FOR 2020 05

	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	-49,126.00	-9,825.20	0.00	-75,874.00	39.3%
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	-4,512.85	-927.22	0.00	-7,487.15	37.6%
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-602,085.00	-120,417.00	0.00	-842,915.00	41.7%
300 38152		FROM UB					
	-10,700.00	-10,700.00	-4,458.35	-891.67	0.00	-6,241.65	41.7%
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	-660,182.20	-132,061.09	0.00	-1,931,954.80	25.5%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-660,182.20	-132,061.09	0.00	-1,931,954.80	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-660,182.20	-132,061.09	0.00	-1,931,954.80	25.5%

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FOR 2020 05

	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	630.00	0.00	0.00	70.00	90.0%
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	190,297.49	0.00	0.00	516,339.51	26.9%
TOTAL EXPENSES	706,637.00	706,637.00	190,297.49	0.00	0.00	516,339.51	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
	125,000.00	125,000.00	94,444.33	0.00	0.00	30,555.67	75.6%
TOTAL CAP IMP IT	125,000.00	125,000.00	94,444.33	0.00	0.00	30,555.67	75.6%
TOTAL EXPENSES	125,000.00	125,000.00	94,444.33	0.00	0.00	30,555.67	
3002100 CAP IMP POLICE							
3002100 56400	EQUIPMENT						
	55,000.00	55,000.00	3,751.33	3,751.33	0.00	51,248.67	6.8%
TOTAL CAP IMP POLICE	55,000.00	55,000.00	3,751.33	3,751.33	0.00	51,248.67	6.8%
TOTAL EXPENSES	55,000.00	55,000.00	3,751.33	3,751.33	0.00	51,248.67	
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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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	115,185.00	66,969.84	12,321.15	20,454.85	27,760.31	75.9%
3004100 56312	37,000.00	37,000.00	0.00	0.00	36,910.00	90.00	99.8%
3004100 56320	462,500.00	464,315.00	195,071.80	0.00	269,239.80	3.40	100.0%
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	262,041.64	12,321.15	326,604.65	277,853.71	67.9%
TOTAL EXPENSES	866,500.00	866,500.00	262,041.64	12,321.15	326,604.65	277,853.71	
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	0.00	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	0.00	24,809.00	70,000.00	30.0%
TOTAL EXPENSES	100,000.00	100,000.00	5,191.00	0.00	24,809.00	70,000.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	83,670.00	0.00	0.00	0.00	83,670.00	.0%



FOR 2020 05							
3007210 PARKS IMPROVEMENTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS	84,000.00	83,670.00	0.00	0.00	0.00	83,670.00	.0%
TOTAL EXPENSES	84,000.00	83,670.00	0.00	0.00	0.00	83,670.00	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS	55,000.00	55,330.00	30,081.51	0.00	2,694.49	22,554.00	59.2%
TOTAL CAP IMP PECK	55,000.00	55,330.00	30,081.51	0.00	2,694.49	22,554.00	59.2%
TOTAL EXPENSES	55,000.00	55,330.00	30,081.51	0.00	2,694.49	22,554.00	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	75,000.00	75,000.00	8,385.23	8,385.23	0.00	66,614.77	11.2%
TOTAL MLK CENTER	75,000.00	75,000.00	8,385.23	8,385.23	0.00	66,614.77	11.2%
TOTAL EXPENSES	75,000.00	75,000.00	8,385.23	8,385.23	0.00	66,614.77	
GRAND TOTAL	2,592,137.00	2,592,137.00	594,192.53	24,457.71	874,208.14	1,123,736.33	56.6%

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Revenues	(\$ 660,182)
Expenses	\$ 594,193
Net	\$ 65,989

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FOR 2020 05

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	-17,012.87	-3,437.84	0.00	7,012.87	170.1%
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	-25,504.37	-3,437.84	0.00	-1,559,495.63	1.6%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-25,504.37	-3,437.84	0.00	-1,559,495.63	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-56,809.46	-31,111.01	0.00	-164,690.54	25.6%
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	-56,809.46	-31,111.01	0.00	-963,456.54	5.6%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-56,809.46	-31,111.01	0.00	-963,456.54	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-33,854.82	-18,540.18	0.00	-98,145.18	25.6%
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	-33,854.82	-18,540.18	0.00	-306,576.18	9.9%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-33,854.82	-18,540.18	0.00	-306,576.18	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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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	-46,165.68	-25,282.08	0.00	-133,834.32	25.6%
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	-46,165.68	-25,282.08	0.00	-735,906.32	5.9%
TOTAL REVENUES	-782,072.00	-782,072.00	-46,165.68	-25,282.08	0.00	-735,906.32	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,442,500.00	-1,442,500.00	-202,206.77	-44,278.98	0.00	-1,240,293.23	14.0%
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	-202,206.77	-44,278.98	0.00	-3,836,253.23	5.0%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-202,206.77	-44,278.98	0.00	-3,836,253.23	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-364,541.10	-122,650.09	0.00	-7,401,687.90	4.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 05

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	18,744.63	0.00	-14,444.63	21,300.00	16.8%
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	18,744.63	0.00	-14,444.63	2,517,866.00	.2%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	18,744.63	0.00	-14,444.63	2,517,866.00	
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	90,587.90	25,657.90	-90,587.90	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	90,587.90	25,657.90	-90,587.90	783,503.00	.0%
TOTAL EXPENSES						
783,503.00	783,503.00	90,587.90	25,657.90	-90,587.90	783,503.00	



FOR 2020 05

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	3,321.50	31.50	277,275.00	374,403.50	42.8%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	9,241.50	1,256.50	702,500.00	964,758.50	42.5%
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	29,968.00	1,288.00	979,775.00	3,109,890.00	24.5%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	29,968.00	1,288.00	979,775.00	3,109,890.00	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	139,300.53	26,945.90	874,742.47	6,752,186.00	13.1%

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Revenues	(\$ 364,541)
Expenses	<u>\$ 139,301</u>
Net	(\$ 225,240)



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 05

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT						
330 36110	INTEREST					
0.00	0.00	-19,157.76	-5,479.73	0.00	19,157.76	100.0%
330 36120	UNREALIZED GAIN					
0.00	0.00	329.18	-82.78	0.00	-329.18	100.0%
330 38145	FROM WASTEWATER					
-1,500,000.00	-1,500,000.00	-625,000.00	-125,000.00	0.00	-875,000.00	41.7%
330 38910	CASH BALANCE FORWARD					
-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	-643,828.58	-130,562.51	0.00	643,828.58	100.0%
TOTAL REVENUES						
-6,488,400.00	-6,488,400.00	-643,828.58	-130,562.51	0.00	-5,844,571.42	
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	-643,828.58	-130,562.51	0.00	643,828.58	100.0%

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	-707.88	0.00	0.00	707.88	100.0%
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-138,105.69	-41,106.91	0.00	-145,079.31	48.8%
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-148,839.78	-37,387.47	0.00	-308,091.22	32.6%
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-14,661.51	-3,945.97	0.00	-30,708.49	32.3%
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-22,906.91	-6,096.76	0.00	-51,445.09	30.8%
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-136,631.78	-26,288.80	0.00	-191,190.22	41.7%
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-6,559.42	-2,023.97	0.00	-35,188.58	15.7%
410 34719		SCHOOL OF GOLF					
	-3,600.00	-3,600.00	0.00	0.00	0.00	-3,600.00	.0%
410 34733		MEMBERSHIPS					
	-134,642.00	-134,642.00	-94,465.09	-4,964.61	0.00	-40,176.91	70.2%
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-20,815.34	-2,570.63	0.00	-1,476.66	93.4%
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	3,060.64	-639.36	0.00	-3,060.64	100.0%
410 38101		FROM GENERAL FUND					
	-220,000.00	-715,000.00	-91,670.00	-18,334.00	0.00	-623,330.00	12.8%
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	365.00	73.00	0.00	513.00	41.6%
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	2,830.00	566.00	0.00	3,965.00	41.6%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	268,673.31	54,272.37	0.00	380,070.69	41.4%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	923.32	49.20	0.00	5,844.68	13.6%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	323.84	55.32	0.00	876.16	27.0%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	280.00	210.00	0.00	2,240.00	11.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103		COMMUNICATIONS-INTERNET					
	7,900.00	7,900.00	1,672.71	153.33	0.00	6,227.29	21.2%
410 54200		POSTAGE					
	600.00	600.00	285.04	59.50	0.00	314.96	47.5%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	25,269.75	4,051.89	0.00	38,930.25	39.4%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	7,304.18	2,343.49	0.00	1,745.82	80.7%
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	2,635.94	349.36	0.00	4,924.06	34.9%
410 54500		INSURANCE					
	71,400.00	71,400.00	35,516.08	7,103.22	0.00	35,883.92	49.7%
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	21,059.46	2,114.45	0.00	28,140.54	42.8%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	12,609.35	2,165.08	0.00	19,565.65	39.2%
410 54900		MISC EXPENSE					
	0.00	0.00	798.67	0.00	0.00	-798.67	100.0%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	633.86	74.61	0.00	1,322.14	32.4%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	64,278.21	5,766.28	0.00	110,329.79	36.8%
410 55210		UNIFORMS					
	7,200.00	7,200.00	2,686.37	587.74	0.00	4,513.63	37.3%
410 55230		GAS/OIL					
	30,600.00	30,600.00	10,955.51	1,774.45	0.00	19,644.49	35.8%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	3,626.25	2,442.00	0.00	4,273.75	45.9%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	13,607.75	3,883.44	0.00	32,490.25	29.5%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	63,281.81	14,575.63	0.00	78,255.19	44.7%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	44,378.59	9,134.01	0.00	69,843.41	38.9%
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	535,000.00	0.00	0.00	0.00	535,000.00	.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%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 57200		INTEREST					
	7,301.00	7,301.00	569.14	180.71	0.00	6,731.86	7.8%
410 59990		RESERVE					
	-1,168,555.00	-1,168,555.00	0.00	0.00	0.00	-1,168,555.00	.0%
TOTAL GOLF	0.00	0.00	-84,366.11	-31,373.40	-2,722.51	87,088.62	100.0%
	TOTAL REVENUES						
	-608,779.00	-1,103,779.00	-672,302.76	-143,358.48	0.00	-431,476.24	
	TOTAL EXPENSES						
	608,779.00	1,103,779.00	587,936.65	111,985.08	-2,722.51	518,564.86	
	GRAND TOTAL						
	0.00	0.00	-84,366.11	-31,373.40	-2,722.51	87,088.62	100.0%

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Golf	Budget		Feb YTD	
Pro Shop Sales	74,352.00		22,906.91	
Cost of Good Sold	<u>46,098.00</u>		<u>13,607.75</u>	
Profit/(Loss)	28,254.00	61.3%	9,299.16	68.3%
F&B Sales	327,822.00		136,631.78	
Cost of Good Sold	<u>255,759.00</u>		<u>107,660.40</u>	
Profit/(Loss)	72,063.00	28.2%	28,971.38	26.9%

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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	-39,646.98	-20,341.98	0.00	-2,103,353.02	1.9%
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-12,243.13	-1,356.13	0.00	-493,256.87	2.4%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-680.00	-370.00	0.00	680.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-1,000.00	-40.00	0.00	1,000.00	100.0%
420 34970		FUEL SALES					
	-24,800.00	-24,800.00	-6,786.96	0.00	0.00	-18,013.04	27.4%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-32,108.46	-6,364.43	0.00	-37,688.54	46.0%
420 34972		BUILDING LEASE					
	0.00	0.00	-2,166.65	-433.33	0.00	2,166.65	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-81,155.86	-17,277.80	0.00	-124,804.14	39.4%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-14,932.46	-3,163.86	0.00	-22,172.54	40.2%
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-113,139.11	-24,659.75	0.00	-180,567.89	38.5%
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-18,270.32	0.00	0.00	-48,746.68	27.3%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-26,704.31	-4,826.40	0.00	-23,561.69	53.1%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-1,845.00	-870.00	0.00	1,845.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-2,053.91	-421.24	0.00	2,053.91	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-42,350.00	-37,235.00	0.00	-70,300.00	37.6%
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	-996.75	-328.39	0.00	996.75	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	51,807.94	10,005.40	0.00	76,762.06	40.3%
420 51350		PART-TIME					
	15,809.00	15,809.00	0.00	0.00	0.00	15,809.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52100		FICA					
	11,045.00	11,045.00	3,601.35	688.47	0.00	7,443.65	32.6%
420 52200		RETIREMENT					
	30,806.00	30,806.00	12,410.21	2,394.30	0.00	18,395.79	40.3%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	12,390.02	2,479.02	0.00	17,296.98	41.7%
420 52301		LIFE INSUR					
	713.00	713.00	305.50	61.57	0.00	407.50	42.8%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	730.00	146.00	0.00	1,026.00	41.6%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	1,315.00	263.00	0.00	1,835.00	41.7%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	8,500.00	0.00	7,750.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	2,830.00	566.00	0.00	3,965.00	41.6%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	11,774.82	875.40	-185.00	43,200.18	21.2%
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	673.30	166.00	0.00	1,529.70	30.6%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	584.28	120.20	0.00	1,415.72	29.2%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	927.50	185.50	0.00	4,822.50	16.1%
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	12,174.00	3,381.08	0.00	29,826.00	29.0%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	3,813.73	1,526.71	0.00	9,586.27	28.5%
420 54500		INSURANCE					
	42,349.00	42,349.00	17,645.00	3,529.00	0.00	24,704.00	41.7%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	94,000.00	47,210.48	2,791.86	-1,000.00	47,789.52	49.2%
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	3,090.00	1,130.00	0.00	1,510.00	67.2%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	5,000.00	4,747.24	2,999.39	0.00	252.76	94.9%
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%



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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54800		PROMOTIONAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	3,040.00	608.00	0.00	4,260.00	41.6%
420 55100		OFFICE SUPPLIES					
	7,300.00	5,907.00	373.50	0.00	0.00	5,533.50	6.3%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	184.15	-4.00	0.00	2,100.85	8.1%
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	2,163.71	285.37	0.00	2,836.29	43.3%
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	152,350.98	25,402.20	-100,929.20	2,914,163.22	1.7%
420 56400		MACH/EQUIP					
	30,000.00	30,000.00	29,197.62	29,197.62	0.00	802.38	97.3%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	2,393.00	2,393.00	0.00	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	-9,499.06	-28,890.22	-94,364.20	103,863.26	100.0%
		TOTAL REVENUES					
	-3,685,387.00	-3,685,387.00	-396,079.90	-117,688.31	0.00	-3,289,307.10	
		TOTAL EXPENSES					
	3,685,387.00	3,685,387.00	386,580.84	88,798.09	-94,364.20	3,393,170.36	
		GRAND TOTAL					
	0.00	0.00	-9,499.06	-28,890.22	-94,364.20	103,863.26	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
440 36110	-2,520,960.00	-2,520,960.00	-1,092,981.20	-215,902.80	0.00	-1,427,978.80	43.4%
440 36990	0.00	INTEREST	-1,120.93	-169.31	0.00	1,120.93	100.0%
440 38910	-19,000.00	OTHER REVENUE	-7,600.10	-2,165.83	0.00	-11,399.90	40.0%
440 53200	-102,008.00	CASH BALANCE FORWARD	0.00	0.00	0.00	-102,008.00	.0%
440 53400	6,795.00	AUDITING	2,830.00	566.00	0.00	3,965.00	41.6%
440 53440	125,000.00	CONTRACTUAL	8,380.68	2,026.05	0.00	116,619.32	6.7%
440 53444	2,291,553.00	SANITATION SERVICES EXPENSE	859,548.06	278,426.71	0.00	1,432,004.94	37.5%
440 54910	20,000.00	RECYCLING SERVICES	8,335.00	1,667.00	0.00	11,665.00	41.7%
440 55200	92,000.00	BILLING COSTS	38,335.00	7,667.00	0.00	53,665.00	41.7%
440 55644	700.00	OPERATING SUPPLIES	365.84	365.84	0.00	334.16	52.3%
440 56401	5,000.00	NON PROFIT KNB	0.00	0.00	0.00	5,000.00	.0%
440 59100	15,000.00	NON CAP EQUIP	0.00	0.00	0.00	15,000.00	.0%
440 59990	36,000.00	TRANSFER TO GENERAL FUND	15,000.00	3,000.00	0.00	21,000.00	41.7%
	49,920.00	RESERVE	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION							
	0.00	0.00	-168,907.65	75,480.66	0.00	168,907.65	100.0%
	-2,641,968.00	TOTAL REVENUES	-1,101,702.23	-218,237.94	0.00	-1,540,265.77	
	2,641,968.00	TOTAL EXPENSES	932,794.58	293,718.60	0.00	1,709,173.42	
	0.00	GRAND TOTAL	-168,907.65	75,480.66	0.00	168,907.65	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$2,161,361.33				
450 34345		WASTEWATER CHARGES					
	-6,005,917.00	-6,005,917.00	-2,466,870.20	-490,634.80	0.00	-3,539,046.80	41.1%
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-17,590.40	-3,312.00	0.00	-17,409.60	50.3%
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-13,750.00	-3,000.00	0.00	-17,500.00	44.0%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-10,532.15	-1,250.00	0.00	5,532.15	210.6%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-54,356.79	-12,069.33	0.00	-35,643.21	60.4%
450 36120		UNREALIZED GAIN					
	0.00	0.00	329.18	-82.78	0.00	-329.18	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	223,111.56	43,221.10	0.00	345,187.44	39.3%
450 51350		PART-TIME					
	31,948.00	31,948.00	7,611.24	1,825.32	0.00	24,336.76	23.8%
450 51400		OVERTIME					
	100,000.00	100,000.00	51,091.94	11,742.45	0.00	48,908.06	51.1%
450 52100		FICA					
	53,569.00	53,569.00	20,199.04	4,042.24	0.00	33,369.96	37.7%
450 52200		RETIREMENT					
	139,656.00	139,656.00	63,243.50	13,169.25	0.00	76,412.50	45.3%
450 52300		HEALTH INSUR					
	168,423.00	168,423.00	69,345.25	14,431.59	0.00	99,077.75	41.2%
450 52301		LIFE INSUR					
	3,158.00	3,158.00	1,341.30	282.46	0.00	1,816.70	42.5%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	6,400.00	1,280.00	0.00	8,961.00	41.7%
450 52400		WORKERS' COMP					
	20,189.00	20,189.00	8,410.00	1,682.00	0.00	11,779.00	41.7%
450 53200		AUDITING					
	14,345.00	14,345.00	5,975.00	1,195.00	0.00	8,370.00	41.7%
450 53400		CONTRACTUAL					
	251,098.00	251,098.00	71,778.23	15,681.83	0.00	179,319.77	28.6%
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	3,125.00	170.00	0.00	13,250.00	19.1%

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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	298.80	73.80	0.00	3,256.20	8.4%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	1,031.32	438.90	0.00	1,368.68	43.0%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,441.91	292.25	0.00	193.09	88.2%
450 54200		POSTAGE					
	3,000.00	3,000.00	283.22	66.00	0.00	2,716.78	9.4%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	70,223.61	12,765.95	0.00	119,776.39	37.0%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	13,421.76	2,598.82	0.00	17,865.24	42.9%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	71,388.00	71,388.00	29,745.00	5,949.00	0.00	41,643.00	41.7%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	2,795.89	0.00	0.00	17,204.11	14.0%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	38,647.42	13,359.33	0.00	71,352.58	35.1%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	8,125.75	1,585.75	0.00	18,874.25	30.1%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	14,473.10	998.72	0.00	25,526.90	36.2%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	83,335.00	16,667.00	0.00	116,665.00	41.7%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	93,750.00	18,750.00	0.00	131,250.00	41.7%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	21,998.70	2,766.48	0.00	176,121.30	11.1%
450 55210		UNIFORMS					
	10,525.00	10,525.00	3,213.98	165.94	0.00	7,311.02	30.5%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	374.00	0.00	0.00	1,126.00	24.9%
450 55230		GAS/OIL					
	30,000.00	30,000.00	9,850.56	2,397.20	0.00	20,149.44	32.8%
450 55240		CHEMICALS					
	70,000.00	70,000.00	18,217.96	0.00	0.00	51,782.04	26.0%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,244.97	0.00	0.00	6,755.03	15.6%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	485.50	0.00	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	130,667.81	18,495.68	151,241.90	658,090.29	30.0%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	6,600.00	0.00	0.00	153,400.00	4.1%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	2,221.00	0.00	0.00	21,279.00	9.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	150,000.00	30,000.00	0.00	210,000.00	41.7%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	174,430.00	34,886.00	0.00	244,199.00	41.7%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	625,000.00	125,000.00	0.00	875,000.00	41.7%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	250,000.00	50,000.00	0.00	350,000.00	41.7%
450 59990		RESERVE					
	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	-279,463.54	-64,368.85	151,241.90	128,221.64	100.0%
TOTAL REVENUES	-12,184,286.00	-12,184,286.00	-2,562,972.86	-510,348.91	0.00	-9,621,313.14	
TOTAL EXPENSES	12,184,286.00	12,184,286.00	2,283,509.32	445,980.06	151,241.90	9,749,534.78	
GRAND TOTAL	0.00	0.00	-279,463.54	-64,368.85	151,241.90	128,221.64	100.0%

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FOR 2020 05

ORIGINAL APPROP		REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$1,541,864.87				
460 34346	WATER CHARGES						
460 34610	-4,233,544.00	-4,233,544.00	-1,701,605.46	-310,004.60	0.00	-2,531,938.54	40.2%
460 34620	-53,560.00	-53,560.00	-16,250.00	-3,000.00	0.00	-37,310.00	30.3%
460 34621	-37,801.00	-37,801.00	-8,211.63	-1,003.44	0.00	-29,589.37	21.7%
460 34910	-30,000.00	-30,000.00	-32,642.60	-5,590.00	0.00	2,642.60	108.8%
460 36110	-10,712.00	-10,712.00	-2,600.00	-700.00	0.00	-8,112.00	24.3%
460 36120	-79,745.00	-79,745.00	-20,406.49	-5,536.46	0.00	-59,338.51	25.6%
460 36323	0.00	0.00	339.11	-85.30	0.00	-339.11	100.0%
460 36992	-24,720.00	-24,720.00	-875.00	0.00	0.00	-23,845.00	3.5%
460 36995	0.00	0.00	-455.00	0.00	0.00	455.00	100.0%
460 38145	-16,322.00	-16,322.00	-10,661.77	-2,023.60	0.00	-5,660.23	65.3%
460 38910	-600,000.00	-600,000.00	-250,000.00	-50,000.00	0.00	-350,000.00	41.7%
460 38912	-5,182,226.00	-5,182,226.00	0.00	0.00	0.00	-5,182,226.00	.0%
460 51200	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51400	509,731.00	509,731.00	180,132.70	35,217.59	0.00	329,598.30	35.3%
460 52100	105,000.00	105,000.00	53,976.47	9,369.26	0.00	51,023.53	51.4%
460 52200	47,027.00	47,027.00	17,216.94	3,259.84	0.00	29,810.06	36.6%
460 52300	122,316.00	122,316.00	52,444.87	10,798.07	0.00	69,871.13	42.9%
460 52301	134,776.00	134,776.00	48,766.14	10,255.12	0.00	86,009.86	36.2%
460 52350	2,744.00	2,744.00	1,025.94	227.96	0.00	1,718.06	37.4%
	14,483.00	14,483.00	6,035.00	1,207.00	0.00	8,448.00	41.7%

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	9,975.00	1,995.00	0.00	13,967.00	41.7%
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	4,090.00	818.00	0.00	5,725.00	41.7%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	47,547.83	3,305.85	0.00	102,432.17	31.7%
460 54000		TRAINING/TRAVEL					
	12,120.00	12,120.00	2,609.45	44.00	0.00	9,510.55	21.5%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	388.50	95.70	0.00	1,726.50	18.4%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	1,672.66	323.35	0.00	3,327.34	33.5%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	1,224.14	275.41	0.00	4,025.86	23.3%
460 54200		POSTAGE					
	1,825.00	1,825.00	69.43	0.00	0.00	1,755.57	3.8%
460 54300		UTILITIES ELECTRIC					
	275,000.00	275,000.00	81,308.19	16,504.34	0.00	193,691.81	29.6%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	436.09	225.55	0.00	563.91	43.6%
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	6,785.11	1,534.39	0.00	18,214.89	27.1%
460 54500		INSURANCE					
	30,315.00	30,315.00	12,630.00	2,526.00	0.00	17,685.00	41.7%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	474.22	36.96	0.00	2,525.78	15.8%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	4,455.24	2,899.45	8,370.00	217,174.76	5.6%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	5,802.75	1,529.00	0.00	8,197.25	41.4%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	20,000.00	6,564.35	2,131.13	0.00	13,435.65	32.8%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	2,500.00	500.00	0.00	7,500.00	25.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	83,335.00	16,667.00	0.00	116,665.00	41.7%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	93,750.00	18,750.00	0.00	131,250.00	41.7%
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	40,157.03	3,292.33	0.00	121,262.97	24.9%
460 55210		UNIFORMS					
	9,900.00	9,900.00	4,150.54	137.29	0.00	5,749.46	41.9%
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	12,982.70	2,849.17	0.00	22,017.30	37.1%
460 55240		CHEMICALS					
	25,000.00	25,000.00	5,279.00	-540.00	0.00	19,721.00	21.1%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,770.19	525.22	0.00	6,229.81	22.1%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,674.25	900.00	0.00	4,465.75	27.3%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	770,966.60	395,695.05	552,452.00	46,581.40	96.6%
460 56400		MACH/EQUIP					
	37,000.00	37,000.00	32,422.10	32,422.10	0.00	4,577.90	87.6%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	25,000.00	1,446.61	0.00	4,692.00	18,861.39	24.6%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	75,000.00	15,000.00	0.00	105,000.00	41.7%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	623,115.00	124,623.00	0.00	872,356.00	41.7%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,728,810.00	4,728,810.00	0.00	0.00	0.00	4,728,810.00	.0%
TOTAL WATER	0.00	0.00	250,780.75	337,456.73	565,514.00	-816,294.75	100.0%
		TOTAL REVENUES					
	-10,468,630.00	-10,468,630.00	-2,043,368.84	-377,943.40	0.00	-8,425,261.16	
		TOTAL EXPENSES					
	10,468,630.00	10,468,630.00	2,294,149.59	715,400.13	565,514.00	7,608,966.41	
		GRAND TOTAL					
	0.00	0.00	250,780.75	337,456.73	565,514.00	-816,294.75	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	-114,551.82	-7,942.37	0.00	-116,645.18	49.5%
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	0.00	LY \$324,977.29 0.00	0.00	-412,945.00	.0%
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-366,385.60	-72,725.20	0.00	-458,614.40	44.4%
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	0.00	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-214.60	0.00	0.00	214.60	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	94,026.87	25,000.00	0.00	-94,026.87	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	114,336.02	21,669.77	0.00	170,254.98	40.2%
470 51400		OVERTIME					
	13,000.00	13,000.00	1,200.44	94.70	0.00	11,799.56	9.2%
470 52100		FICA					
	22,766.00	22,766.00	8,311.52	1,544.75	0.00	14,454.48	36.5%
470 52200		RETIREMENT					
	68,188.00	68,188.00	27,666.79	5,199.03	0.00	40,521.21	40.6%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	28,442.14	6,040.05	0.00	44,038.86	39.2%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	638.39	134.89	0.00	937.61	40.5%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	915.00	183.00	0.00	1,279.00	41.7%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	6,445.00	1,289.00	0.00	9,023.00	41.7%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	5,742.63	1,675.00	0.00	69,257.37	7.7%
470 53200		AUDITING					
	6,040.00	6,040.00	2,515.00	503.00	0.00	3,525.00	41.6%
470 53400		CONTRACTUAL					
	209,238.00	209,238.00	28,131.81	5,648.56	0.00	181,106.19	13.4%

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FOR 2020 05

	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	0.00	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	1,001.97	211.26	0.00	1,498.03	40.1%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	296.94	62.76	0.00	1,338.06	18.2%
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	1,391.63	104.67	0.00	2,208.37	38.7%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	600.00	379.27	75.39	0.00	220.73	63.2%
470 54500		INSURANCE					
	847.00	847.00	355.00	71.00	0.00	492.00	41.9%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	353.67	0.00	0.00	2,146.33	14.1%
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	3,434.50	182.00	0.00	5,065.50	40.4%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	6,031.23	843.72	0.00	5,968.77	50.3%
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	14,585.00	2,917.00	0.00	20,415.00	41.7%
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	23,862.78	5,341.27	0.00	111,197.22	17.7%
470 55210		UNIFORMS					
	3,300.00	3,300.00	2,575.65	0.00	0.00	724.35	78.1%
470 55230		GAS/OIL					
	15,000.00	15,000.00	3,865.24	678.00	0.00	11,134.76	25.8%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	724.20	134.95	0.00	185.80	79.6%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	248,812.50	44,719.25	83,311.25	877,171.25	27.5%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	230,108.00	-24,200.00	0.00	4,892.00	97.9%



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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	39,779.36	39,779.36	0.00	220.64	99.4%
470 57200		INTEREST					
	0.00	4,000.00	3,433.36	3,433.36	0.00	566.64	85.8%
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	187,516.75	62,668.17	83,311.25	-270,828.00	100.0%
TOTAL REVENUES	-2,453,118.00	-2,453,118.00	-619,413.10	-55,667.57	0.00	-1,833,704.90	
TOTAL EXPENSES	2,453,118.00	2,453,118.00	806,929.85	118,335.74	83,311.25	1,562,876.90	
GRAND TOTAL	0.00	0.00	187,516.75	62,668.17	83,311.25	-270,828.00	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	-34,295.25	-6,164.25	0.00	-156,254.75	18.0%
480 34755	SLIP RENTALS - TRANSIENT					
-433,350.00	-433,350.00	-20,431.53	-18,283.67	0.00	-412,918.47	4.7%
480 34757	SLIP RENTALS - NON-TAXABLE					
-31,850.00	-31,850.00	-960.00	-960.00	0.00	-30,890.00	3.0%
480 34760	BUSINESS RENTALS					
-25,000.00	-25,000.00	-10,448.40	-2,089.68	0.00	-14,551.60	41.8%
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	-211.21	-211.21	0.00	-988.79	17.6%
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	-3,833.00	-766.60	0.00	3,833.00	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	-125,000.00	-25,000.00	0.00	-175,000.00	41.7%
480 38410	LOAN PROCEEDS					
-7,321,100.00	-7,321,100.00	-1,332,300.00	-184,500.00	0.00	-5,988,800.00	18.2%
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	46,031.30	8,888.80	0.00	33,968.70	57.5%
480 52100		FICA					
	6,150.00	6,150.00	3,539.31	683.82	0.00	2,610.69	57.5%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	770.00	154.00	0.00	1,080.00	41.6%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	8,314.47	0.00	-2,722.51	14,408.04	28.0%
480 53200		AUDITING					
	6,795.00	6,795.00	2,830.00	566.00	0.00	3,965.00	41.6%
480 53400		CONTRACTUAL					
	492,198.00	492,198.00	147,637.11	33,565.14	0.00	344,560.89	30.0%
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	1,111.05	276.18	0.00	2,563.95	30.2%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	726.21	163.48	0.00	2,053.79	26.1%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	4,182.10	174.42	0.00	6,717.90	38.4%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	5,320.75	604.45	0.00	35,904.25	12.9%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	4,918.29	972.88	0.00	25,106.71	16.4%
480 54400		RENTALS/LEASES					
	3,024.00	3,024.00	2,079.00	2,079.00	0.00	945.00	68.8%
480 54500		INSURANCE					
	65,338.00	65,338.00	27,225.00	5,445.00	0.00	38,113.00	41.7%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	41,500.00	8,942.77	60.96	0.00	32,557.23	21.5%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	7,752.02	214.35	0.00	-2.02	100.0%
480 54630		R/M VEHICLES-LABOR					
	0.00	1,500.00	455.00	0.00	0.00	1,045.00	30.3%
480 54640		R/M VEHICLES-PARTS					
	0.00	1,500.00	375.40	0.00	0.00	1,124.60	25.0%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	0.00	0.00	0.00	23,600.00	.0%
480 54700		PRINTING					
	3,300.00	3,300.00	48.00	0.00	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	942.27	243.70	0.00	5,857.73	13.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55200		OPERATING SUPPLIES					
	59,185.00	56,085.00	3,835.79	1,000.90	0.00	52,249.21	6.8%
480 55210		UNIFORMS					
	1,600.00	1,600.00	509.00	0.00	0.00	1,091.00	31.8%
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	1,501,224.81	422,934.31	-601,967.34	5,641,107.53	13.7%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	786,228.86	1,937.40	-767,869.01	2,361,640.15	.8%
480 56328		DREDGING-MARINA					
	0.00	0.00	0.00	0.00	-111,793.32	111,793.32	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	81,269.56	5,990.00	0.00	400,212.44	16.9%
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	1,118,870.46	247,979.38	-1,484,352.18	365,481.72	100.0%
		TOTAL REVENUES					
	-16,564,329.00	-16,564,329.00	-1,527,497.61	-237,975.41	0.00	-15,036,831.39	
		TOTAL EXPENSES					
	16,564,329.00	16,564,329.00	2,646,368.07	485,954.79	-1,484,352.18	15,402,313.11	
		GRAND TOTAL					
	0.00	0.00	1,118,870.46	247,979.38	-1,484,352.18	365,481.72	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	0.00	0.00	-8,377.50	6.9%
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-13,196.55	0.00	0.00	-31,803.45	29.3%
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-371.70	0.00	0.00	-1,628.30	18.6%
510 38045		LABOR					
	0.00	0.00	-418.75	-45.00	0.00	418.75	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	-1,352.34	-224.90	0.00	-1,647.66	45.1%
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-115,262.59	-21,378.28	0.00	-246,737.41	31.8%
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-8,335.00	-1,667.00	0.00	-11,665.00	41.7%
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	-139,559.43	-23,315.18	0.00	-258,651.57	35.0%
		TOTAL REVENUES					
	-398,211.00	-398,211.00	-139,559.43	-23,315.18	0.00	-258,651.57	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-100,547.96	-22,825.78	0.00	-167,702.04	37.5%
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-66,000.00	-13,200.00	0.00	-93,100.00	41.5%
TOTAL GENERAL FUND	-427,350.00	-427,350.00	-166,547.96	-36,025.78	0.00	-260,802.04	39.0%
		TOTAL REVENUES					
	-427,350.00	-427,350.00	-166,547.96	-36,025.78	0.00	-260,802.04	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040		PARTS					



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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5102400 38045	0.00 LABOR	0.00	-1,338.96	-1,338.96	0.00	1,338.96	100.0%
	0.00	0.00	0.00	646.50	0.00	0.00	.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-1,338.96	-692.46	0.00	1,338.96	100.0%
TOTAL REVENUES	0.00	0.00	-1,338.96	-692.46	0.00	1,338.96	
5102401 FLEET BUILDING/PERMITTING							
5102401 38045	0.00 LABOR	0.00	-1,059.00	-1,059.00	0.00	1,059.00	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-1,059.00	-1,059.00	0.00	1,059.00	100.0%
TOTAL REVENUES	0.00	0.00	-1,059.00	-1,059.00	0.00	1,059.00	
5103900 CEMETERY							
5103900 38040	-1,500.00 PARTS	-1,500.00	-515.00	-3.75	0.00	-985.00	34.3%
5103900 38045	-2,200.00 LABOR	-2,200.00	-597.50	-32.50	0.00	-1,602.50	27.2%
TOTAL CEMETERY	-3,700.00	-3,700.00	-1,112.50	-36.25	0.00	-2,587.50	30.1%
TOTAL REVENUES	-3,700.00	-3,700.00	-1,112.50	-36.25	0.00	-2,587.50	
5104200 AIRPORT							
5104200 38040	-5,000.00 PARTS	-5,000.00	-4,747.24	-2,999.39	0.00	-252.76	94.9%
5104200 38045	-4,600.00 LABOR	-4,600.00	-3,090.00	-1,130.00	0.00	-1,510.00	67.2%
TOTAL AIRPORT	-9,600.00	-9,600.00	-7,837.24	-4,129.39	0.00	-1,762.76	81.6%
TOTAL REVENUES	-9,600.00	-9,600.00	-7,837.24	-4,129.39	0.00	-1,762.76	

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5104500 WASTEWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-14,473.10	-998.72	0.00	-25,526.90	36.2%
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-8,125.75	-1,585.75	0.00	-18,874.25	30.1%
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-22,598.85	-2,584.47	0.00	-44,401.15	33.7%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-22,598.85	-2,584.47	0.00	-44,401.15	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-6,564.35	-2,131.13	0.00	-13,435.65	32.8%
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-5,802.75	-1,529.00	0.00	-8,197.25	41.4%
TOTAL WATER							
	-34,000.00	-34,000.00	-12,367.10	-3,660.13	0.00	-21,632.90	36.4%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-12,367.10	-3,660.13	0.00	-21,632.90	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-6,025.84	-838.33	0.00	-5,974.16	50.2%
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-3,434.50	-182.00	0.00	-5,065.50	40.4%
TOTAL STORMWATER							
	-20,500.00	-20,500.00	-9,460.34	-1,020.33	0.00	-11,039.66	46.1%
TOTAL REVENUES							
	-20,500.00	-20,500.00	-9,460.34	-1,020.33	0.00	-11,039.66	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	-375.40	0.00	0.00	375.40	100.0%



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5104800	MARINA	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
5104800	38045	LABOR	0.00	0.00	-455.00	0.00	0.00	455.00	100.0%
TOTAL MARINA		0.00	0.00	-830.40	0.00	0.00	830.40	100.0%	
TOTAL REVENUES		0.00	0.00	-830.40	0.00	0.00	830.40		
GRAND TOTAL		-960,361.00	-960,361.00	-362,711.78	-72,522.99	0.00	-597,649.22	37.8%	
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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	49,721.97	9,480.21	0.00	86,096.03	36.6%
510 51350		PART-TIME					
	29,108.00	29,108.00	11,262.73	2,126.86	0.00	17,845.27	38.7%
510 51400		OVERTIME					
	8,000.00	8,000.00	3,592.90	1,039.76	0.00	4,407.10	44.9%
510 52100		FICA					
	13,229.00	13,229.00	4,876.94	943.02	0.00	8,352.06	36.9%
510 52200		RETIREMENT					
	32,637.00	32,637.00	12,819.59	2,537.82	0.00	19,817.41	39.3%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	8,342.44	2,355.89	0.00	15,861.56	34.5%
510 52301		LIFE INSUR					
	708.00	708.00	241.34	58.98	0.00	466.66	34.1%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	2,430.00	486.00	0.00	3,406.00	41.6%
510 53200		AUDITING					
	2,265.00	2,265.00	945.00	189.00	0.00	1,320.00	41.7%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	12,861.62	516.48	0.00	6,720.38	65.7%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	783.99	0.00	0.00	2,666.01	22.7%
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	369.79	64.17	0.00	780.21	32.2%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	560.40	112.08	0.00	1,074.60	34.3%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	1,332.50	251.83	0.00	2,667.50	33.3%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	820.25	163.90	0.00	1,279.75	39.1%
510 54500		INSURANCE					
	18,150.00	18,150.00	7,565.00	1,513.00	0.00	10,585.00	41.7%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,388.69	55.84	0.00	3,611.31	27.8%
510 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	7,335.07	129.02	0.00	164.93	97.8%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	441.25	45.00	0.00	2,058.75	17.7%



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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	1,470.35	23.49	0.00	2,029.65	42.0%
510 55100		OFFICE SUPPLIES					
	200.00	149.00	43.48	0.00	0.00	105.52	29.2%
510 55200		OPERATING SUPPLIES					
	8,500.00	8,450.00	4,096.09	1,071.12	0.00	4,353.91	48.5%
510 55210		UNIFORMS					
	1,025.00	1,126.00	1,125.60	0.00	0.00	0.40	100.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	1,855.60	338.14	0.00	2,644.40	41.2%
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	50.00	0.00	0.00	150.00	25.0%
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	99,179.39	16,249.87	0.00	220,820.61	31.0%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	114,524.46	26,695.64	0.00	192,475.54	37.3%
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	350,036.44	66,447.12	0.00	610,324.56	36.4%
TOTAL EXPENSES							
	960,361.00	960,361.00	350,036.44	66,447.12	0.00	610,324.56	
GRAND TOTAL							
	960,361.00	960,361.00	350,036.44	66,447.12	0.00	610,324.56	36.4%

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

Revenues	(\$ 362,711.78)
Expenses	350,036.44
Net (Rev)Exp	(\$ 12,675.34)

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-10,768.55	-1,977.50	0.00	-21,231.45	33.7%
520 36110		INTEREST					
	0.00	0.00	-285.41	-75.06	0.00	285.41	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-48.00	-33.00	0.00	48.00	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	-11,101.96	-2,085.56	0.00	-24,081.04	31.6%
	TOTAL REVENUES	-35,183.00	-11,101.96	-2,085.56	0.00	-24,081.04	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-3,040.00	-608.00	0.00	-4,260.00	41.6%
TOTAL AIRPORT	-7,300.00	-7,300.00	-3,040.00	-608.00	0.00	-4,260.00	41.6%
	TOTAL REVENUES	-7,300.00	-3,040.00	-608.00	0.00	-4,260.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-38,335.00	-7,667.00	0.00	-53,665.00	41.7%
TOTAL SANITATION	-92,000.00	-92,000.00	-38,335.00	-7,667.00	0.00	-53,665.00	41.7%
	TOTAL REVENUES	-92,000.00	-38,335.00	-7,667.00	0.00	-53,665.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-83,335.00	-16,667.00	0.00	-116,665.00	41.7%

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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER							
-200,000.00	-200,000.00	-83,335.00	-16,667.00	0.00	-116,665.00	41.7%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-83,335.00	-16,667.00	0.00	-116,665.00		
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-83,335.00	-16,667.00	0.00	-116,665.00	41.7%	
TOTAL WATER							
-200,000.00	-200,000.00	-83,335.00	-16,667.00	0.00	-116,665.00	41.7%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-83,335.00	-16,667.00	0.00	-116,665.00		
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-14,585.00	-2,917.00	0.00	-20,415.00	41.7%	
TOTAL STORMWATER							
-35,000.00	-35,000.00	-14,585.00	-2,917.00	0.00	-20,415.00	41.7%	
TOTAL REVENUES							
-35,000.00	-35,000.00	-14,585.00	-2,917.00	0.00	-20,415.00		
GRAND TOTAL							
-569,483.00	-569,483.00	-233,731.96	-46,611.56	0.00	-335,751.04	41.0%	

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	74,315.96	13,415.36	0.00	116,216.04	39.0%
520 51400		OVERTIME					
	2,000.00	2,000.00	1,522.67	447.06	0.00	477.33	76.1%
520 52100		FICA					
	14,729.00	14,729.00	5,635.81	1,039.30	0.00	9,093.19	38.3%
520 52200		RETIREMENT					
	45,652.00	45,652.00	18,160.29	3,310.81	0.00	27,491.71	39.8%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	15,266.91	2,430.59	0.00	23,582.09	39.3%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	434.11	76.14	0.00	641.89	40.3%
520 52400		WORKERS' COMP					
	439.00	439.00	185.00	37.00	0.00	254.00	42.1%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	18,765.65	462.33	0.00	14,267.35	56.8%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	333.89	88.75	0.00	2,736.11	10.9%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	149.80	36.88	0.00	712.20	17.4%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	560.40	112.08	0.00	1,074.60	34.3%
520 54200		POSTAGE					
	40,000.00	40,000.00	19,995.00	7,998.00	0.00	20,005.00	50.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	982.60	168.68	0.00	2,692.40	26.7%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	324.87	71.41	0.00	775.13	29.5%
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	3,130.85	1,396.50	0.00	3,521.15	47.1%
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	424.42	112.93	0.00	2,907.58	12.7%
520 55200		OPERATING SUPPLIES					
	60,260.00	60,260.00	16,465.43	3,567.46	0.00	43,794.57	27.3%



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	1,200.00	1,200.00	110.00	0.00	0.00	1,090.00	9.2%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	220.26	25.88	0.00	464.74	32.2%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	4,458.35	891.67	0.00	6,241.65	41.7%
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	181,442.27	35,688.83	0.00	388,040.73	31.9%
TOTAL EXPENSES							
	569,483.00	569,483.00	181,442.27	35,688.83	0.00	388,040.73	
GRAND TOTAL							
	569,483.00	569,483.00	181,442.27	35,688.83	0.00	388,040.73	31.9%

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

Revenues	(\$ 233,731.96)
Expenses	<u>181,442.27</u>
Net (Rev)Exp	(\$ 52,289.69)

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-225.63	-56.99	0.00	225.63 100.0%
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	-225.63	-56.99	0.00	-15,614.37 1.4%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-225.63	-56.99	0.00	-15,614.37
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-93,750.00	-18,750.00	0.00	-131,250.00 41.7%
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-93,750.00	-18,750.00	0.00	-131,250.00 41.7%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-93,750.00	-18,750.00	0.00	-131,250.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-93,750.00	-18,750.00	0.00	-131,250.00 41.7%
TOTAL WATER						
	-225,000.00	-225,000.00	-93,750.00	-18,750.00	0.00	-131,250.00 41.7%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-93,750.00	-18,750.00	0.00	-131,250.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-187,725.63	-37,556.99	0.00	-278,114.37 40.3%

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	84,505.36	16,323.22	0.00	165,516.64	33.8%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,563.57	0.01	0.00	936.43	62.5%
530 52100		FICA					
	19,318.00	19,318.00	6,173.24	1,171.93	0.00	13,144.76	32.0%
530 52200		RETIREMENT					
	59,905.00	59,905.00	20,622.12	3,911.04	0.00	39,282.88	34.4%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	16,204.02	2,966.13	0.00	38,406.98	29.7%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	491.31	94.26	0.00	894.69	35.4%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	3,450.00	690.00	0.00	4,830.00	41.7%
530 53400		CONTRACTUAL					
	3,455.00	3,455.00	1,743.95	322.06	0.00	1,711.05	50.5%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	524.20	0.00	0.00	4,725.80	10.0%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	74.90	18.44	0.00	704.10	9.6%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	743.52	122.51	0.00	1,256.48	37.2%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	571.65	114.33	0.00	1,063.35	35.0%
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	982.56	168.67	0.00	2,017.44	32.8%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	324.84	71.40	0.00	475.16	40.6%
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	474.56	80.97	0.00	6,310.44	7.0%
530 55210		UNIFORMS					
	1,800.00	1,800.00	352.20	105.73	0.00	1,447.80	19.6%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	220.23	25.87	0.00	3,779.77	5.5%



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	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	0.00	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	139,032.72	26,186.57	0.00	326,807.28	29.8%
TOTAL EXPENSES	465,840.00	465,840.00	139,032.72	26,186.57	0.00	326,807.28	
GRAND TOTAL	465,840.00	465,840.00	139,032.72	26,186.57	0.00	326,807.28	29.8%

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Revenues	(\$ 187,725.63)
Expenses	<u>139,032.72</u>
Net (Rev)Exp	(\$ 48,692.91)

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FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-425,000.00	-425,000.00	-314,018.50	-19,952.89	0.00	-110,981.50	73.9%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-11,722.90	0.00	0.00	-43,277.10	21.3%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-21,925.51	0.00	0.00	-38,074.49	36.5%
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	-37,627.40	-5,077.33	0.00	-1,362,372.60	2.7%
610 36840		CONTRIBUTIONS FROM CITY					
	-1,605,000.00	-1,605,000.00	-340,258.38	0.00	0.00	-1,264,741.62	21.2%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-123,587.18	-31,279.94	0.00	-226,412.82	35.3%
610 36990		OTHER REVENUE					
	0.00	0.00	3,534.60	1,220.44	0.00	-3,534.60	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	35,820.61	7,334.12	0.00	38,614.39	48.1%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	6,424.69	0.00	0.00	14,175.31	31.2%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	16,248.97	8,323.47	0.00	19,516.03	45.4%
610 53600		RETIREE BENEFITS					
	1,712,000.00	1,712,000.00	531,543.90	256,737.62	0.00	1,180,456.10	31.0%
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	-255,567.10	217,305.49	0.00	255,567.10	100.0%
TOTAL REVENUES							
	-27,653,006.00	-27,653,006.00	-845,605.27	-55,089.72	0.00	-26,807,400.73	
TOTAL EXPENSES							
	27,653,006.00	27,653,006.00	590,038.17	272,395.21	0.00	27,062,967.83	
GRAND TOTAL							
	0.00	0.00	-255,567.10	217,305.49	0.00	255,567.10	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 05

	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	-343,233.21	-27,002.21	0.00	-106,766.79	76.3%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-13,424.82	0.00	0.00	-41,575.18	24.4%
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-25,108.63	0.00	0.00	-44,891.37	35.9%
620 36700		GAIN/LOSS ON INVESTMENT					
	-1,800,000.00	-1,800,000.00	-10,931.90	-5,997.45	0.00	-1,789,068.10	.6%
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-315,000.00	-315,000.00	-111,578.51	-28,010.97	0.00	-203,421.49	35.4%
620 36990		OTHER REVENUE					
	0.00	0.00	4,812.57	1,684.16	0.00	-4,812.57	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	-500,508.56	-59,326.47	0.00	-30,247,861.44	1.6%
	TOTAL REVENUES						
	-30,748,370.00	-30,748,370.00	-500,508.56	-59,326.47	0.00	-30,247,861.44	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-700,000.00	-700,000.00	-174,610.47	0.00	0.00	-525,389.53	24.9%
	TOTAL POLICE						
	-700,000.00	-700,000.00	-174,610.47	0.00	0.00	-525,389.53	24.9%
	TOTAL REVENUES						
	-700,000.00	-700,000.00	-174,610.47	0.00	0.00	-525,389.53	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-590,000.00	-590,000.00	-137,193.94	0.00	0.00	-452,806.06	23.3%



FOR 2020 05							
6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-590,000.00	-590,000.00	-137,193.94	0.00	0.00	-452,806.06	23.3%
TOTAL REVENUES	-590,000.00	-590,000.00	-137,193.94	0.00	0.00	-452,806.06	
GRAND TOTAL	-32,038,370.00	-32,038,370.00	-812,312.97	-59,326.47	0.00	-31,226,057.03	2.5%
** END OF REPORT - Generated by Susan Carless **							



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	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	36,918.76	28,030.26	0.00	42,781.24	46.3%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	7,357.42	0.00	0.00	14,272.58	34.0%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	25,683.27	13,104.63	0.00	27,316.73	48.5%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	624,813.17	259,713.33	0.00	1,243,186.83	33.4%
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	694,772.62	300,848.22	0.00	31,343,597.38	2.2%
TOTAL EXPENSES							
	32,038,370.00	32,038,370.00	694,772.62	300,848.22	0.00	31,343,597.38	
GRAND TOTAL							
	32,038,370.00	32,038,370.00	694,772.62	300,848.22	0.00	31,343,597.38	2.2%

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting	February 4, 2020
City Commission/Historic District Council Joint Workshop	February 18, 2020
City Commission Regular Meeting	February 18, 2020
City Commission Regular Meeting	March 3, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/26/2020

Date: February 20, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, February 04, 2020 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 John Kasper of Blackrock Baptist Church. Mayor Miller welcomed his extended family visiting from out of town.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society were present to show the "City Commission Dog of the Month." ***This item was removed from the agenda at the request of the Nassau Humane Society.***

4.2 PRESENTATION - CHARTER REVIEW COMMITTEE: Charter Review Committee Chairwoman Arlene Filkoff provided an update on the efforts of the Charter Review Committee.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individual spoke to this item:

RISE AGAINST HUNGER: Mr. Pete Stevenson, 1627 Highland Dunes Way, thanked all the Rise Against Hunger volunteers including Commissioner Chapman, who packed 59,000 meals in 75 minutes. Also, thank you to Ms. Filkoff and all associated with making downtown Fernandina look great.

6. CONSENT AGENDA: The following three items were on the Consent Agenda and were approved by one motion with the exception of item 6.3: Resolution 2020-21 which was removed for discussion at the request of Vice Mayor Kreger.

6.1 RESOLUTION 2020-09 APPROVING THE LEASE AGREEMENT WITH SOUTHSORE CRE, INC. FOR AN AERONAUTICAL GROUND LEASE AT THE AIRPORT: According to the agenda support documents Resolution 2020-09 approves a lease agreement with Southshore CRE, Inc. for aeronautical use at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2020-20 AUTHORIZING THE USE OF AIRPORT PROPERTY BY AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION, INC IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENTS IN MARCH 2020; APPROVING THE FACILITIES USE AGREEMENT: According to the agenda support documents Resolution 2020-20 approves a Facilities Use Agreement with Amelia Island Concours d'Elegance Foundation, Inc. for vehicle parking at multiple locations of the Fernandina Beach Municipal Airport in support of events held on March 6, 7, and 8, 2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-20. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2020-21 AUTHORIZING THE SUBMITTAL OF ONE FLORIDA DIVISION OF HISTORICAL RESOURCES SMALL MATCHING GRANT APPLICATION TO FUND AN ANALYSIS OF THE OLD TOWN FERNANDINA PRESERVATION & DEVELOPMENT GUIDELINES AND CREATION OF AN UPDATED VERSION OF THAT PUBLICATION: According

to the agenda support documents Resolution 2020-21 authorizes the submittal of one Historic Preservation Small Matching Grant application for \$48,000 to fund a project regarding the analysis of the Old Town Fernandina Preservation & Development Guidelines and creation of an updated version of that publication with no City match requirements.

Planning and Conservation Department Historic Preservation Planner Mr. Sal Cumella explained the components of the matching Florida grant that will take information from analyses and compile it into a new publication for Old Town construction guidelines. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-21. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 Quasi – Judicial RESOLUTION 2020-22 APPROVING FINAL PLAT, PAB CASE 2019-19 TITLED, “6 ON ELM”: According to the agenda support documents Resolution 2020-22 accepts and approves the plat titled, “6 on Elm,” as the final plat. City Attorney Bach gave a brief overview of the proceedings including the oath and audio/video recording of the meeting. Affected parties were granted unlimited time to speak and call or cross examine witnesses. Any appeal must be filed within thirty days of the written findings of fact.

City Clerk Best administered the oath at this time.

Commissioners disclosed ex-parte communications as follows: Commissioner Ross had multiple conversations regarding plans with Habitat for Humanity, their attorney, architect and engineer. Vice Mayor Kreger conversed with Habitat for Humanity, their attorney, architect and engineer. Commissioner Chapman, Commissioner Lednovich and Mayor Miller had no ex-parte communications.

Planning and Conservation Department Director Kelly Gibson relied on the evidence submitted in the agenda and confirmed staff and Planning Advisory Board recommendation for approval.

Commissioner Ross asked for clarification of concurrency. Ms. Gibson responded the development process is lengthy, especially when subdividing properties. School capacity was not an issue until January 2019.

City Attorney Bach explained the Nassau County School Board, by statute, has an assigned Planning Advisory Board member, however their member has attended only a few meetings although the school board has been apprised of all development changes. At the last joint meeting between the City and the Nassau County School Board there was discussion about growth and followed up with data sent regarding projections.

Ms. Gibson reported a consultant was addressing the backlog of cases and negotiating terms of moving cases forward.

Ms. Teresa Prince, Esquire, Law Office of Tomasetti and Prince, 406 Ash Street, representing Habitat for Humanity, thanked the Commission, City staff and community partners for their donations and expressed appreciation for their support. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-22. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-23 APPROVING TOPGOLF INTERNATIONAL, INC. AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; APPROVING AN AMENDMENT TO THE

BUDGET IN FY 2019/2020: According to the agenda support documents Resolution 2020-23 approves Topgolf International as an annual sole source vendor (due to costs expected to exceed \$20,000 annually) for implementation of Toptracer technology and programming, beginning in FY 19/20. Approves an amendment to the budget by transferring \$495,000 from the Reserve account to the Transfer to Golf account, From General Fund account, and Golf Improvements account.

City Manager Martin gave a presentation detailing the Golf Course fund status quo forecast showing a positive cash flow balance by 2024. Stantec consultants recommended increasing the general fund contribution or provide additional revenue such as Top Golf. The budget amendment of \$495,000 would include improvements to the driving range including drainage, renovating the sixty-year-old original North Course greens and various areas of the clubhouse. A timeline graph showed a positive net cash flow balance by 2023 and the general fund subsidy eliminated by 2027 and cumulative deficit eliminated in 2028. By increasing the general fund contribution could be accelerated with an increase that would augment fiscal independence as early as 2027.

CONCERNS: Ms. Genece Minshew, 2428 Los Robles Drive, lives near the golf course and is concerned about the revenue numbers, the need for close monitoring/regular review and the possibility it may not be successful.

SUPPORT: Mr. Harry Kegler, 212 S. 5th Street, Golf Course Advisory Board (GCAB) Chairman, stated the Top Tracer presentation was unanimously approved by the GCAB and he is completely convinced this is the help the golf course needs. As a businessman, it is understandable to have concerns however adjustments can be made going forward and seemingly the concept can be more successful than the proposed estimates.

Commissioner Ross offered revenue alternatives with possible costs to privatize, convert it into a park or a par three golf course (as suggested by a constituent via email). Commissioner Lednovich gave a presentation supporting his endorsement of Top Tracer. Vice Mayor Kreger voiced support despite concerns with financing and marketing. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-23. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2020-05: City Attorney Bach read Ordinance 2020-05 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2019/2020, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-05 amends the Pay and Classification Plan for FY 2019/2020. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Ordinance 2020-05. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2020-06: City Attorney Bach read Ordinance 2020-06 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 62, PERSONNEL, ARTICLE III, GENERAL EMPLOYEES’ PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 62-96, DEFERRED RETIREMENT OPTION PLAN, TO ADD LEAVE PAYOUT PROVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE

DATE.” According to the agenda support documents Ordinance 2020-06 amends Chapter 62 of the City Code pertaining to the General Employees' Pension Plan. City Attorney Bach explained Ordinance 2020-05, 2020-06 and 2020-07 updates coverage and language in response to recent changes in state law.

City Manager Martin explained the codification of the Deferred Retirement Option Plan payments for employees that has been rectified to alleviate cost. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2020-06. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 FIRST READING OF ORDINANCE 2020-07: City Attorney Bach read Ordinance 2020-07 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 62, PERSONNEL, ARTICLE IV, FIREFIGHTERS’ AND POLICE OFFICERS’ PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 62-117, PRE-RETIREMENT DEATH; AMENDING SECTION 62- 118, DISABILITY; AMENDING SECTION 62-138, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR COMPLIANCE WITH CHAPTER 2019-21, LAWS OF FLORIDA; PROVIDING FOR STATUTORY MINIMUM BENEFIT FOR NOT IN LINE OF DUTY DISABILITY BENEFITS; PROVIDING FOR DROP LEAVE PAYOUT PROVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-07 amends Chapter 62 of the City Code pertaining to the Firefighters' and Police Officers' Pension Plan. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-07.** City Manager Martin clarified the premium for the Firefighters Cancer Policy is \$5900. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 FIRST READING OF ORDINANCE 2020-08: City Attorney Bach read Ordinance 2020-08 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 70, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 70-2 ENCROACHMENTS IN THE PUBLIC RIGHT-OF-WAY, TO REGULATE ENCROACHMENTS PERMITTED IN CENTRAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-08 amends Chapter 70 of the City Code pertaining to right-of-way encroachments to be consistent with the Land Development Code. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-08. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2020-01: City Attorney Bach read Ordinance 2020-01 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 4.02.03 (CALCULATION OF BUILDING HEIGHTS AND MECHANICAL EQUIPMENT SCREENING); AND 10.02.01 (DIS-ALLOWANCE OF CERTAIN VARIANCE REQUESTS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE” According to the agenda support documents Ordinance 2020-01 amends the Land Development Code specific to standards for building heights and variances.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. City Attorney Bach explained the height measurement will now be measured from

the average natural grade prior to any fill being added. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-01.** Planning and Conservation Department Director Kelly Gibson clarified the height will be depend on the natural grade of the property. A subsection regarding height encroachment is being considered by the Planning Advisory Board (PAB) and will be presented at a March City Commission Regular Meeting. Further discussion ensued regarding examples of encroachment allowances, inclusions and exclusions. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 MARINA ADVISORY BOARD: According to the agenda support documents there was one appointment for the Marina Advisory Board (MAB). **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the appointment of Mr. Gerald Decker. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

11.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who referred to City Manager Martin's December 26, 2019 letter to Nassau County requesting a formal agreement to be signed and returned by January 31, 2020 which has not been done to date.

Commissioner Ross reported Nassau County Board of County Commissioners (NCBOCC) Commissioner Danny Leeper informed it would be broached at a February NCBOCC meeting and suggested Mayor Miller endorse a letter from the City of Fernandina Beach Commission.

Commissioner Lednovich requested the Commission act expeditiously in preparation for the election. Further discussion ensued regarding referendums and possible parcels for conservation.

11.2 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who discussed concerns with presenting Concept E and the questions that may arise.

City Manager Martin noted it is incumbent upon steering committee members to inform or answer questions to their respective boards. Commission support is available if needed. Mayor Miller clarified the Commission reached a consensus on the park revisioning.

Commissioner Ross reported compiling data on 162 City owned parcels and gave a slide presentation regarding the Marina appraisal value (\$5.2 million dollars) and funding for Marina projects.

Commissioner Ross presented four options for the Marina: professional management, City management, leasing or selling. City Manager Martin suggested the Commission consider Request for Proposals (RFP) to manage, lease or buy the Marina. This would also provide an opportunity to revisit the current Westrec contract.

Commissioner Chapman supports the possibility of new management, aggressively researching revenue sources and is opposed to selling the Marina.

Commissioner Lednovich stated he will never vote to sell the Marina. Marina revenue sources are boat storage and boat repair however the current property is not large enough to accommodate those types of businesses. The current management has not maintained the mooring field which is a potential revenue generator and needs to be repaired.

City Attorney Bach explained grant and tax-exempt restrictions preclude selling or leasing the Marina however the debt could be settled if a buyer presented a significant offer. A list of total Marina debt will be compiled: i.e. grant reimbursements and tax obligations. City Attorney Bach reassured the public that a breach in contract would be investigated for the lapse in maintenance that was due every eighteen months. The management contract was paid in full while the Marina was closed, and inspections should have occurred per the agreement. If costly damages occurred due to lack of management and maintenance this should be investigated.

11.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who gave a presentation on the history, successes and ongoing plans of dune management and walkovers. In conclusion, the City has an excellent thriving Dune Management and Resiliency Plan.

Commissioner Ross sought consensus to request the Nassau County Tourist Development Council include the funding necessary to manage trash removal on City beaches. Vice Mayor Kreger advocated for strategic planning and collegial partnerships in working towards a resolution.

CITY MANAGER REPORTS:

SEVERE WEATHER: City Manager Martin advised the Nassau County Emergency Management issued an alert for the end of the week with potentially severe weather including high winds and heavy rains.

THANKS: City Manager Martin thanked City Police Chief James Hurley and the police department on the enjoyable annual Police Awards Ceremony and congratulated Officer of the Year Mr. Jim Carey.

LEGISLATIVE EFFORTS: City Manager Martin, City Attorney Bach and two Commissioners will be in Tallahassee Tuesday February 11th to address legislative efforts to preempt local governments.

JOINT SPECIAL MEETING: City Manager Martin invited all to the special joint meeting with the Historic District Council on Tuesday February 18th @5pm. A special joint meeting with the Nassau County School Board will be held Wednesday February 19th @ 6pm in City Hall Chambers.

LOBBYING EFFORTS: City Manager Martin updated Lobbyist Buddy Jacobs along with Senators Rick Scott and Marco Rubio continue to pursue negotiations with the Florida Emergency Management Association (FEMA).

SIMMONS ROAD PARK: City Manager Martin noted Simmons Road Park will be on the Technical Review Committee meeting agenda Thursday February 13th.

VISIONING WORKSHOP: City Manager Martin thanked all for the successful annual Visioning Workshop that included a general consensus for the waterfront concept that will now be reviewed by board chairs for comment.

FLORIDA DEPARTMENT OF TRANSPORTATION: City Manager Martin contacted the Federal Department of Transportation (FDOT) for studies, reports and/or analyses on the A1A/SR 200 roadway corridor.

OIL SLICK: City Manager Martin reported the US Coast Guard and Department of Environmental Protection are investigating the recent waterway oil slick that to date found no negligence by the City Marina or docked boats.

TREES: City Manager Martin noted an update will be forthcoming regarding the Amelia Bluff development tree mitigation as well as a tree canopy report being coordinated by the City Planning and Conservation Department.

CITY ATTORNEY REPORTS:

OCEAN HIGHWAY PORT AUTHORITY: City Attorney Bach reported that contrary to a statement by Ocean Highway and Port Authority (OHPA) Attorney Jeb Branham the City does not receive any funding from the Department of Homeland Security. OHPA mediation scheduling is ongoing and will be updated accordingly. City Attorney Bach reported that the Port attorney has not replied to letters of sponsorship.

HOUSE BILLS: City Attorney Bach updated pending house bills including for downtown stormwater improvements, dune restoration, preempting home based businesses, vacation/resort rentals, occupational licenses and several other bills that will affect city revenue sources.

OUT OF THE OFFICE: City Attorney Bach will be out of the office the afternoon of Wednesday February 5th.

CITY CLERK REPORTS:

POLICE DEPARTMENT ANNUAL AWARDS BANQUET: City Clerk Best thanked Police Chief Hurley for the invitation to the annual Police Awards Banquet and congratulated Police Department Administrative Coordinator Wendy Gaskill for receiving the Civilian Employee of the Year Award.

MAYOR/COMMISSIONER COMMENTS:

BARNABAS: Commissioner Ross attended the annual Barnabas Center meeting and commended the organization on their phenomenal work and being in the top 1% of agencies in the country supporting those in need.

ACKNOWLEDGEMENT: Mayor Miller concurred remarking that it is a “high quality one stop shop for services”.

CONGRATULATIONS: Commissioner Chapman also thanked City Police Chief Hurley for the annual banquet and congratulated all the award winners.

EVENT: Commissioner Chapman participated in a unique experience this past Saturday packaging 59,000 containers of food for distribution.

MEMORIAL: Commissioner Chapman attended the annual Thiokol memorial in Georgia, a tragedy that initiated the Jacksonville Emergency Management Services (EMS).

CELEBRATION: Commissioner Lednovich celebrated Black History Month at the Fernandina Beach Public Library along with Vice Mayor Kreger and read several passages by noted authors.

DONATIONS: Commissioner Lednovich recognized City Police Chief Hurley for his coffee and donut centerpiece decorations at the annual Police Awards Banquet and for the departments exemplary arrest statistics. Commissioner Lednovich commended the Barnabas Center for their efforts in feeding lunch

daily to 160 local children and recognized Baptist Hospital for their contribution of over \$\$1.3 million dollars in imaging services to the uninsured.

CEREMONIES: Vice Mayor Kreger attended at the historic American Beach ceremony and recently read a Proclamation welcoming the Jerusalem Grand Chapter at the First Missionary Baptist Church.

MEMORIAL: Vice Mayor Kreger attended the Thiokol Memorial along with members of the Fernandina Beach Fire Department in recognition of their historic first response to the tragedy.

THANK YOU: Mayor Miller also thanked Police Chief Hurley for the invitation to the annual Police Awards Banquet and congratulated this year's winning recipients.

ACRONYMS: Mayor Miller responded to a public request to define acronyms that are frequently used in presentations.

16. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:48pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Joint Workshop with the Historic District Council on Tuesday, February 18, 2020 at 5:00 pm in City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Present for the Historic District Council: Chairperson Michael Spino, Vice Chairperson James Pozzetta, and Members Michael Harrison, Angela Conway, Benjamin Morrison and Tammi Kosack. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, City Attorney Tammi Bach, and Planning and Conservation Department Historic Preservation Planner Sal Cumella.

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

4.1 HISTORIC DISTRICT BOUNDARY EXPANSION: Planning and Conservation Department Historic Preservation Planner Sal Cumella presented a list of properties of concern/opportunity, which include the following not currently in the historic district: Tringali family property: 124 S. 3rd and 125 S. 4th Streets; Fernandina Beach Public School No. 1: 1201 Atlantic Avenue; C.H. Huot 1882 Building: 101 N. 2nd Street; and Pineland Bank: 715 Centre Street and the following properties in the historic district: Thompson House: 11S. 7th Street; and Fernandina Beach City Hall: 204 Ash Street. The Historic District Council (HDC) recommends contacting property owners for inclusion in the Historic District. If the owners are not interested in the boundary expansion a unanimous board vote and recommendation would be presented to the City Commission and requires a majority vote. This process requires public noticing and will take approximately three – four months.

Chairperson Spino reported the Standard Marine building, although not in the historic district, is in process of potentially being redeveloped as part of the Community Redevelopment Area (CRA). There are tax, development and reconstruction advantages to being in the historic district.

Mr. Cumella noted the prospective buyers have been approached about joining the historic district however they declined at this time. The historic district has potential benefits including being exempt from floodplain. City Attorney Bach will review boundary expansion for owners who decline to be in the historic district.

4.2 CROSSING LOT LINES IN OLD TOWN: Mr. Cumella reported a staff recommendation that was not accepted by HDC suggested striking language from the Land Development Code (LDC), Chapter 8 regarding disallowing construction beyond 24-inch encroachments for owners with multiple lots because it is currently an inconsistency in the HDC guidelines and LDC. A grant was applied for to evaluate the Old Town guidelines and if funded, work will begin in August with the University of Florida and Amelia Island Museum of History to draft a new version of guidelines.

Chairperson Spino spoke to ongoing concerns in Old Town and the complexity of issues including L-shaped lots. Discussion ensued regarding the inconsistencies among the HDC guidelines, LDC, and HDC rulings. Chairperson Spino noted higher quality presentations and concerted efforts by staff to direct applicants make it easier to determine if regulatory guidelines and codes are being met. The HDC and staff will continue to work together as Old Town grows.

Commissioner Lednovich spoke to tensions arising when staff recommendations are denied by the HDC. Citing a recent staff recommendation which was reviewed with two HDC members who ultimately interpreted the guidelines differently.

City Attorney Bach explained HDC members act as a group of judges issuing interpretations based upon HDC guidelines, the LDC and evidence presented at HDC meetings. Commissioner Lednovich finds the process flawed from a customer service aspect.

Chairperson Spino noted historic district complaints are few and mainly derived from new construction in Old Town. HDC rarely denies continuing cases and strives to provide guidance to applicants. Chairperson Spino suggested staff communication with applicants be more rigorous in preparation to navigate the HDC process, reiterating it is incumbent on the applicant to meet the requirements. Further discussion ensued regarding project examples, designs and interpretations.

4.3 MEDIA PEONIA DISTINCTIONS IN OLD TOWN NEW CONSTRUCTION: Chairperson Spino recognized the unusual media peonia platting has caused a great deal of conflict however consensus deems it should still be enforced.

Mr. Cumella explained the Old Town Historic District uses the original land measures established in 1811 by Spanish surveyors platting “peonia” that measures 46’ 6” by 93 feet and “media or half peonia” that is a 46’-6” square block. The City requires development in Old Town follow design guidelines that mandate lot lines and view corridors adhere to the original Spanish plat. Courtesy conceptual reviews are available for commercial and residential projects and can be presented to the board, at any stage of design, for comment and review. Discussion ensued as to the pros and cons of the conceptual reviews. City Attorney Bach clarified architects are not required for projects however they can be beneficial for thin navigating the approval process.

5. OTHER DISCUSSION ITEMS: City Attorney Bach explained the lengthy process the City may undertake to expand the historic district boundaries which includes surveying.

Chairperson Spino urged the Commission to proceed cautiously when considering appeals. City Attorney Bach explained with regard to quasi-judicial hearings: state law allows any aggrieved party to file with the court any dispute. An appeal to the City Commission may be filed by the applicant only.

6. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:49pm.

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, February 18, 2020 at 6:00 pm in 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 Granardo Felix of Trinity United Methodist Church.

4.1 PRESENTATION - MARINA ADVISORY BOARD: Marina Advisory Board (MAB) Chairperson Kevin McCarthy provided an update regarding the activity and recommendations of the Marina Advisory Board which included: two not for profit authentic tall ships, the Nina and the Pinta, are returning in May for the annual Shrimp Boat Festival. Although they typically are not charged dockage fees, the vessels do charge for public tours. The MAB recommends charging a fee to future not for profit vessels who provide tours for a fee. The average cost for a ship to stay overnight in port is \$500. The MAB also recommends that Docks 2 & 3 be repaired/replaced including new through rods and whalers. MAB suggests using Florida Inland Navigational District (FIND) grant money for the repairs estimated at approximately \$40,000.

City Manager Martin clarified the tall ships are not associated with Shrimp Festival. The Tourist District Council, along with private donations, will be funding the visit. Discussion ensued regarding maintenance, schedules and dock sustainability.

Marina Manager Joe Springer gave a brief history of the docks and stated Bellingham, the company who originally constructed and installed the docks, is scheduled to be on site next week to make repair recommendations and review the preventative maintenance schedule. Discussion continued regarding maintenance costs, mooring fields and replacing chains.

Mr. Springer explained the chronology of the mooring field, ongoing Marina construction and costs affected by hurricanes and confirmed a diver will be coming out in the next two weeks. Commissioner Ross expressed disappointment at the excessive length of time it has taken to address issues. Mr. Springer acknowledged the disappointment explaining since 2010 most of the repairs needed at the Marina required more heavy-duty equipment than the City has at its disposal, additionally, concurrent hurricanes thwarted repair and restoration efforts.

4.2 BUDGET SUMMARY: Comptroller Pauline Testagrose gave a budget summary and was available to answer any questions regarding the budget summary for January 2020. Discussion ensued amongst the Commission regarding impact fees and allocations. Commissioner Lednovich thanked Comptroller Testagrose for expediting his recent financial records request regarding the mooring fields.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals spoke to this item:

AMELIA BLUFF: Ms. Joan Bean, 141 N. 15th Street, inquired about the Amelia Bluff development status regarding tree removal and fines. City Manager Martin responded that after consulting with two independent arborists a tree mitigation plan has been approved which includes planting trees of better quality but less quantity. The developer paid the \$38,000 fine and the stop work order was removed.

OLD TOWN: Mr. Alex Seefried, 908 Ladies Street, attended the City Commission/Historic District Council (HDC) Joint Workshop and endorses the work of the HDC however, design guidelines are inconsistent which significantly discourages newcomers who desire to build. Although changes have been made to the Land Development Code regarding kitchenettes and rentals, significant concerns have yet to be addressed which is causing tension in the neighborhood.

OLD TOWN: Mr. Tim Green, 1119 Someruelus Street, disagrees with perspective on inconsistencies. During construction of his property, which included expensive improvements to what was once an unsightly area, he worked for over a year with Planning and Conservation Department Historic Preservation Planner Sal Cumella who was “thrown under the bus” at the previous meeting. Tensions among residents will continue unless the inconsistencies are resolved.

HISTORIC DISTRICT COUNCIL: Mr. Scott Jones, 2057 Highland Drive, recently submitted plans before the Historic District Council which resulted in board members being dismissive, non-responsive, berating Mr. Cumella and stating, “you’re wasting our time”. Mr. Jones suggested HDC or staff create an informational video in order to familiarize HDC applicants with their processes.

6. CONSENT AGENDA: The following five items were on the Consent Agenda and approved by one motion with the exception of item and 6.3: Resolution 2020-25, and item 6.5: Resolution 2020-27, which were removed for discussion at the request of Vice Mayor Kreger.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Regular Meeting of November 19, 2019; the City Commission/Charter Review Committee Joint Workshop of December 3, 2019; the City Commission/Planning Advisory Board Joint Special Meeting of December 17, 2019; the Regular Meeting of December 17, 2019; the City Commission/Conflict Assessment Meeting of January 27, 2020; and the Visioning Meeting of January 28, 2020 were presented for approval. Staff recommended approval of the minutes as presented. **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.**

6.2 RESOLUTION 2020-24 AUTHORIZING THE USE OF AIRPORT PROPERTY BY BONHAMS AND BUTTERFIELDS AUCTIONEER CORPORATION IN CONJUNCTION WITH THE ANNUAL AMELIA ISLAND CONCOURS D’ELEGANCE EVENT IN MARCH, 2020; APPROVING THE FACILITIES USE AGREEMENT: According to the agenda support documents Resolution 2020-24 approves a Facilities Use Agreement with Bonhams & Butterfields Auctioneer Corporation for vehicle parking on the Fernandina Beach Municipal Airport on March 4 and 5, 2020. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-24. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2020-25 AWARDING BID #19-26 TO RC DEVELOPMENT GROUP, INC. IN THE AMOUNT OF \$453,508.84 FOR THE REHABILITATION OF THE AIRPORT FUEL FARM: According to the agenda support documents Resolution 2020-25 awards Bid # 19-26 to RC Development Group, Inc. for the rehabilitation of the Airport's Fuel Farm in the amount of \$453,508.84.

Vice Mayor Kreger asked City Manager Martin to give the community a detailed overview considering the expense of nearly \$500,000 and commended agenda item 6.5 which implements construction administration for the grant funded project.

City Manager Martin explained the award of bid to rehabilitate the Airport fuel farm is being accomplished with Florida Department of Transportation funding and a 20% local match. Item 6.5 accommodates the state mandated statute requiring the City to distinguish between the consultant and design professional's construction projects. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2020-26 APPROVING A MEMORANDUM OF AGREEMENT FOR THE 2-111TH REGIMENT, AIRFIELD OPERATIONS BATTALION, FLORIDA ARMY NATIONAL GUARD TO PROVIDE TEMPORARY TOWER AIR TRAFFIC CONTROL SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT DURING THE 2020 AMELIA ISLAND CONCOURS D'ELEGANCE: According to the agenda support documents Resolution 2020-26 approves the Memorandum of Agreement for the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard to provide Temporary Tower Air Traffic Control Services at the Fernandina Beach Municipal Airport during the 2020 Amelia Island Concours d'Elegance. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-26. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2020-27 APPROVING TASK ORDER #2 WITH HANSON PROFESSIONAL SERVICES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE AIRPORT FUEL FARM REHABILITATION PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2020-27 approves Task Order #2 with Hanson Professional Services, Inc. in the amount of \$38,458.00 to provide construction administration and inspection services associated with rehabilitation of the Airport fuel farm. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2020-28 RECOGNIZING COACH NELSON P. WILLIAMS' CIVIC SERVICE BY NAMING THE PECK CENTER GYMNASIUM, THE "COACH NELSON P. WILLIAMS, JR. GYMNASIUM": According to the agenda support documents Resolution 2020-28 names the Peck Center gymnasium located at 510 South 10th Street, the "Coach Nelson P. Williams, Jr. Gymnasium." **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-28. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-29 APPROVING A CONTRACT WITH ADAM S. BRANOFF, M.D. FOR MEDICAL DIRECTOR SERVICES: According to the agenda support documents Resolution 2020-29 approves the Advance Life Support Medical Director Contract with Adam S. Branoff, M.D. for services as Medical Director for the Fernandina Beach Fire Department. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-29. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-30 APPROVING SCHWALLS CONSULTING, LLC AS A SOLE SOURCE VENDOR FOR CONSULTING SERVICES RELATED TO THE PUBLIC INFORMATION (PPI) PROGRAM FOR THE COMMUNITY RATING SYSTEM (CRS) IN FISCAL YEAR 2019/2020; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-30 approves Schwalls Consulting, LLC as a sole source vendor for consulting services related to a program for public information for the Community Rating System (CRS). Also approves a budget transfer in the amount of \$25,400 from the General Fund

Contingency account to the Building Professional Services account in FY 2019/2020. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2020-30. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-31 APPROVING A REDUCTION OF CODE ENFORCEMENT FINES FOR MICHAEL RICHARDSON FOR CODE ENFORCEMENT VIOLATIONS AT 314 ELM STREET CONTINGENT UPON FULL PAYMENT OF REDUCED AMOUNT NO LATER THAN MARCH 18, 2020: According to the agenda support documents Resolution 2020-31 authorizes a reduction of fines and a satisfaction of lien be executed, specifically conditioned upon Mr. Richardson paying the reduced fines and all administrative to the City on or before March 18, 2020. *This item was removed from the agenda.*

7.5 RESOLUTION 2020-32 AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY ADDING SECTION 4.9 REGARDING COMMISSIONER LIAISON ROLES FOR STANDING COMMITTEES AND AD HOC ADVISORY BOARDS: According to the agenda support documents Resolution 2020-32 amends the City Commission Rules of Procedure. **A motion was made by Commissioner Chapman, seconded by Commissioner Ross, to table Resolution 2020-32. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	AYE
Commissioner Chapman:	AYE
Vice Mayor Kreger:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

4-1 motion passed.

8.1 SECOND READING OF ORDINANCE 2020-02: City Attorney Bach read Ordinance 2020-02 by title only which was as follows: “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.” According to the agenda support documents Ordinance 2020-02 authorizes transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC.

City Attorney Bach stated the title is amended because Roque Island Capital, LLC is not registered to do business in Florida however the same principals of the company are also principals of Anchor Amelia Charters Adventures, LLC a limited liability company in good standing. Also, an updated trolley route will be shown to the Commission prior to approval.

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

City Manager Martin noted community concerns regarding the route and presented a slide presentation showing the updated routes. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-02. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 PARKS AND RECREATION ADVISORY COMMITTEE: According to the agenda support documents, there were three appointments for the Parks and Recreation Advisory Committee. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the appointment of Ms. Alexandra Reed Lajoux and the re-appointments of Ms. Jean Pugh and Mr. Eric Bartelt. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

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

10.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who noted the Nassau County Board of County Commissioners (NCBOCC) will meet tomorrow to discuss an island wide conservation referendum.

Mayor Miller clarified the island wide initiative is not possible due to legalities involving proportionally disseminating and/or distribute collected bond monies.

Commissioner Ross stated he will attend the NCBOCC meeting and is disappointed that there may be two separate referendums. Commissioner Ross will voice his disappointment at the NCBOCC meeting as a concerned citizen.

Vice Mayor Kreger asked for affirmation the City will move forward with a referendum. City Attorney Bach acquiesced stating the City has until June 2020 to have a first reading and ordinance prior to the election.

Planning and Conservation Department Director Kelly Gibson reported the City received an anonymous \$100,000 donation to the Land Conservation Trust Fund. The donor established a further match to include individual donations up to \$1,000 maximum and organization donations up to \$5,000 maximum per donor. Donations will be received until August 15, 2020 in the Planning and Conservation Department, checks should reference the Land Conservation Trust Fund matching donation. The anonymous donor provided a statement which Ms. Gibson read into the record: "With our gift and matching opportunity, we're hoping to jump start a better conservation effort among the general population of Fernandina Beach, more awareness more participation. We are willing to spend some of our children's inheritance so as to make for a better community for them and future generations. Our matching opportunity is meant to encourage broad community participation. We hope that this match campaign will align nicely with the proposed ballot initiative in the fall to make the conservation tax permanent. Let our gift and our matching gift be part of the positive momentum needed to pass the permanent tax. We're hoping that we owe you another \$100,000 and hope that the concerned citizens of Fernandina Beach will take advantage of this opportunity to make a difference using your collective checkbooks."

Commissioner Lednovich noted the Planning Advisory Board will recommend increasing the penalty for unlawful removal of a tree to \$5000. City Attorney Bach stated there will be a forthcoming ordinance and explained the fines for heritage trees.

10.2 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who spoke to the feedback received from several boards regarding concept E for the waterfront park.

10.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who reported four Requests for Proposals (RFP) were submitted for the beach habitat conservation plan and recommended it be presented at the March 3rd City Commission Regular Meeting. Ongoing communication with the U.S. Fish and Wildlife to be included in a Conservation Land Acquisition Grant will be beneficial in acquiring land including the west side of Fletcher Avenue. The Navy funded \$15 million dollar beach renourishment project has been completed and is projected to resume next year. An environmental assessment is ongoing and beach walkovers 8 and 9 will begin prior to sea turtle season. The sixteen walkovers south of Sadler Road are costly and it would be beneficial to include them in the 5-year Capital Improvement Plan. Further discussion ensued regarding beach walkover recommendations, ADA accessibility, dune management, subcommittees and volunteers.

10.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who gave a brief update on his attendance at the last Ocean Highway Port Authority Meeting (OHPA) regarding moving the channel. Discussion commenced with recommendations for moving the channel and the ongoing efforts to resolve the Payment In Lieu of Taxes (PILOT) dispute.

10.5 CITY OWNED PROPERTIES: This item is placed on the agenda at the request of Commissioner Ross who shared an email from a constituent regarding lost tax revenue and followed it by presenting a slide presentation of data regarding City owned land and resources and maintaining existing infrastructure.

CITY MANAGER REPORTS:

SIMMONS ROAD PARK: City Manager Martin stated the Simmons Road Park project has received signoff from the Technical Review Committee (TRC) and bid documents will be forthcoming upon Planning and Conservation Department approval.

CITY HALL: City Manager Martin will solicit Request for Qualifications (RFQ) bids.

MARINA: City Manager Martin is reviewing soliciting proposals for management, leasing or selling the marina.

BEACH CLEANING CONTRACT: City Manager Martin and City Attorney Bach are drafting language in response to the recently approved Nassau County beach cleaning contract.

SIDEWALK CONSTRUCTION: City Manager Martin has directed Maintenance Director Rex Lester to move forward with the proposed sidewalk along the east side of the railroad tracks from Ash to Centre Street.

SPECIAL EVENT FEES: City Manager Martin spoke to the fee schedule ordinance and the numerous requests to waive fees. Last year's billed events totaled \$30,000 however revenue received was approximately \$20,000. The recommendation is to have a discussion as to how to adopt the special events fee schedule.

CENSUS: City Manager Martin reported Nassau County requested a City nominee to serve on their 2020 Census Committee. Vice Mayor Kreger acknowledged the importance and volunteered to serve.

PORT: City Manager Martin reported the Victory Cruise Line will be coming into port in November and December 2020.

NASSAU COUNTY SCHOOL BOARD: City Manager Martin reminded all of the City Commission Nassau County School Board Joint Meeting at 1201 Atlantic Avenue, Wednesday February 19th at 6pm.

MEETINGS: City Manager Martin will meet with Westrec Thursday, February 20th then travel to Starke for the Northeast Florida League of Cities meeting at 6pm.

VACATION: City Manager Martin will be out of the office Friday February 21st.

GOVERNMENT ACADEMY: City Manager Martin will be instructing Government Academy, season three. The series of six classes will begin next week at the Council on Aging. All are welcome to register to attend.

CITY ATTORNEY REPORTS:

CRUISE LINE: City Attorney Bach noted a previous laborious cruise line lease termination and will review the possible new cruise line entry.

BEACH RAKER CONTRACT: City Attorney Bach asked and received consensus to have City Manager Martin sign the Beach Raker document proposal due March 1, 2020 (without obligating City money) and bring it back for City archives and a resolution at the March 3rd City Commission Regular Meeting.

MEETINGS: City Attorney Bach will attend the Board of Adjustment meeting Wednesday, February 19th and upon conclusion will attend the City Commission Nassau County School Board Joint Meeting at 1201 Atlantic Avenue @ 6pm.

OCEAN HIGHWAY PORT AUTHORITY (OHPA): City Attorney Bach requested the Commission vote to extend the mediation deadline to May 15th. A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the OHPA mediation extension deadline to May 15th. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

LEGISLATIVE UPDATE: City Attorney Bach commended Lobbyist Buddy Jacobs and the recent City delegation trip to Tallahassee. An update will be forthcoming if the short-term rentals bill passes however few changes are expected due to the grandfather clause. R-3 multi-family residential are the only allowable short-term rentals in the City and will not change with the new proposed law. However, City permits, and fines are subject to change. Air B & B are not allowable unless zoned R-3. The City is opposing House Bill 203 regarding 5G, further information will be forthcoming. Expansion of the Burt Harris Act for private property owners will most likely pass in the house. Several other bills that may affect the City include fiduciary bills, fiscal transparency, electric vehicles, charging station bills, smoking ban at beaches and parks (City supported), Consultant's Competitive Negotiation Act (CCNA) raising limits from \$2 million to \$4 million, electric bicycles, housing impact fees and affordable dwelling units (City opposes). City Attorney Bach is available to answer any questions related to the proposed house bills.

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

MAYOR/COMMISSIONER COMMENTS:

WEST ROCK: Commissioner Ross reported Westrock submitted a permit to install a gas turbine and requested City Manager Martin invite West Rock to present the project to the community.

BEACH ACCESS GATE: Commissioner Lednovich reported the Sadler Road beach access gate had an unannounced delayed opening last weekend and requested City Manager Martin provide a solution. City Manager Martin reported instructional signage has been installed.

KEEP NASSAU BEAUTIFUL: Vice Mayor Kreger announced the City will partner with Keep Nassau Beautiful Neighbors helping Neighbors event Saturday April 18th. All are welcome.

BOARD UPDATES: Commissioner Lednovich updated the Planning Advisory Board did not reach an agreement on rooftop accessory equipment and formed a subcommittee to convene February 26th. A recommendation has been submitted to increase the board from five to seven voting members with a three-year term. The Parks and Recreation Advisory Committee reviewed a proposed dog park.

LEGISLATIVE: Commissioner Chapman thanked City Manager Martin for leading the recent trip to Tallahassee and commended Lobbyist Buddy Jacobs who is an invaluable asset in connecting the City with the State.

COMMENDATION: Commissioner Ross affirmed he is employed as a physician at Baptist Medical Center Nassau that recently received a 5-star national ranking by the Center for Medicaid and Medicare Services (CMS). Commissioner Ross gave a shoutout to Baptist employees noting the hospital adds to the quality of life on the island.

LOBBYIST BUDDY JACOBS: Mayor Miller praised Lobbyist Buddy Jacobs as a huge asset for the City who coordinated key meetings with Governor DeSantis, FEMA Director Gaynor and other legislators and is recognized in every department of the Capital. Mr. Jacobs annually provides (out of his own pocket) a free breakfast to all building employees.

SENATOR AARON BEAN: Mayor Miller thanked Senator Aaron Bean, former Mayor of the City of Fernandina Beach, for meeting, touring and recognizing the Commission on the floor of the Senate.

CONCOURS D'ELEGANCE: Mayor Miller reminded all of the upcoming Amelia Island Concours d'Elegance March 5-8th.

GREENWAY: Mayor Miller reported positive feedback of the recent Egan's Creek Greenway pruning and invasive plant removal.

WELL WISHES: Mayor Miller offered well wishes to ailing former City employee and current Nassau County Sheriff's Department Sergeant Billy O'Leary.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:32pm.

DRAFT

MINUTES

City Commission Regular Meeting

February 18, 2020

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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, March 3, 2020 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 Shad Goltz of First Baptist Church.

4.1 PROCLAMATION - TAKE STOCK IN CHILDREN MONTH: Mayor Miller read the Proclamation is full recognizing Take Stock in Children of Nassau County, Inc. for providing unique educational opportunities to deserving students and proclaimed the month of March 2020, as, "Take Stock in Children Month." Former Mayor Robin C. Lentz and members of the Take Stock in Children of Nassau County, Inc. Board of Directors were in attendance to accept the Proclamation.

AGENDA CHANGE: At this time, Rotary Club of Fernandina Beach/Amelia Island Sunrise member Barb Kent, in conjunction with Emma Love Hardee Elementary School and Fernandina Beach Middle School students: Teegan, Johnna, Jada, Matt and Alex, acknowledged and thanked Vice Mayor Kreger for his recent presentation to students on local government and his recycling awareness efforts which resulted in the schools receiving receptacles to recycle Styrofoam.

Fernandina Beach Middle School (FBMS) Student Council President Matthew Scruggs stated that with Vice Mayor Kreger's assistance, he was able to fulfill his campaign promise of instituting recycling and even acquired a water bottle filler to reduce plastic bottle waste. President Scruggs thanked Vice Mayor Kreger for his initiative with the schools.

FBMS student Alex Thompson representing the 6th grade Interact Club, thanked Vice Mayor Kreger for his visit and suggested replacing plastic utensils with wooden sporks.

4.2 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society (NHS) were present to show the "City Commission Dog of the Month." NHS employee Molly Davis presented Ginger; an eight-year-old mixed breed available for adoption.

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).

4.4 PRESENTATION - CHARTER REVIEW COMMITTEE: Charter Review Committee Chairperson Arlene Filkoff provided an update on the Charter Review Committee. Discussion ensued among the Commissioners concerning whether their interactions with City staff interferes with staff's ability to perform their everyday roles and responsibilities.

Commissioner Lednovich affirmed the Charter process is already clear: Commissioners seek approval from the City Manager prior to interacting with City staff. Ms. Filkoff suggested the entire Charter be rewritten in order to clearly and concisely clarify interference.

City Attorney Bach affirmed some Charter Review Committee members, after meeting with staff, perceive an interference problem exists. Commissioner Chapman remarked that perception of interference should be vetted.

City Manager Martin assured that in his tenure managing Department Directors, no one has ever indicated Commissioners interference with their ability to perform their jobs and asserted all five Commissioners are not interfering with City staff.

Ms. Filkoff concluded this evenings feedback will be brought to the Charter Review Committee for further discussion. Mayor Miller commented “interference” is a complicated term and agreed it necessitates further discussion.

4.5 PRESENTATION - STORMWATER POLLUTION PREVENTION PROGRAM: Stormwater Director Andre Desilet provided information regarding the Stormwater Pollution Prevention Program and Stormwater Department efforts.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals spoke to this item:

BEACH PARKING CONCERNS: Mr. Kevin Leary, 320 South 9th Street, distributed photos displaying an aerial view of beach parking concerns and illegal parking on City property.

LAND CONSERVATION TRUST FUND: Ms. Diana Herman, Ms. Lynn Pannone and Ms. Margaret Kirkland, on behalf of Amelia Tree Conservancy, presented a \$5000 check for the Land Conservation Trust Fund matching donor program.

LAND CONSERVATION TRUST FUND: Mr. James Weinsier, 97144 Woodstork Lane, inaugural President of the Amelia Island Boules Club, presented a donation check in the amount of \$500 to the Land Conservation Trust Fund matching donor program. Mr. Weinsier thanked the City of Fernandina Beach for their cooperation in making the annual Amelia Island Petanque tournament the largest international Petanque competition.

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

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the City Commission Joint Workshop of December 3, 2019; the Planning Advisory Board Joint Special Meeting of December 17, 2019; the Regular Meeting of December 17, 2019; the Community Redevelopment Agency Meeting of January 7, 2020; the Regular Meeting of January 7, 2020; and the Regular Meeting of January 21, 2020 were presented for approval. Staff recommended approval as submitted. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2020-33 APPROVING A PROPOSAL FROM US ECOLOGY IN AN AMOUNT NOT TO EXCEED \$45,000 FOR THE HANDLING OF HAZARDOUS WASTE BY WAY OF A PIGGYBACK PURCHASE TO THE ALACHUA COUNTY CONTRACT. According to the agenda support documents Resolution 2020-33 approves a proposal from US Ecology in an amount not to exceed \$45,000 for the handling of hazardous waste for the 2020 Hazardous Waste Cleanup & Recycle Event by way of a piggyback purchase to the Alachua County, Florida contract. **A motion was made by**

Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-33. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.1 RESOLUTION 2020-34 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-34 approves a transfer of \$16,000 from the Golf Course Buildings account to the Golf Course R/M Building and Grounds account. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Resolution 2020-34. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-35 APPROVING THE PURCHASE OF A 150KW GENERATOR FROM ZABATT POWER SYSTEMS IN THE AMOUNT OF \$38,665.33 FOR THE POLICE DEPARTMENT IN FISCAL YEAR 2019/2020 THROUGH COOPERATIVE PURCHASING WITH THE FLORIDA SHERIFFS ASSOCIATION: According to the agenda support documents Resolution 2020-35 approves the purchase of a 150KW generator from Zabatt Power Systems in the amount of \$38,665.33 for the Police Department in Fiscal Year 2019/2020. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-35. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-36 ACCEPTING A DEED OF DEDICATION FROM PARKWAY DUNES, LLC FOR DUNES OF AMELIA PHASE I RIGHTS-OF-WAY: According to the agenda support documents Resolution 2020-36 accepts the Deed of Dedication for roads inside the Dunes of Amelia Phase I subdivision to be dedicated as public rights-of-way in accordance with City of Fernandina Beach Ordinance 2014-129 approving the final plat. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-36. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-37 ADOPTING THE EVALUATION AND APPRAISAL REPORT FOR THE FERNANDINA BEACH COMPREHENSIVE PLAN; STATING THE INTENT OF THE CITY COMMISSION TO AMEND THE COMPREHENSIVE PLAN BASED UPON RECOMMENDATIONS CONTAINED IN THE REPORT; IN ACCORDANCE WITH SECTION 163.3191, FLORIDA STATUTES: According to the agenda support documents Resolution 2020-37 adopts the Evaluation and Appraisal Report (EAR) and states the intention to amend the City of Fernandina Comprehensive Plan Ordinance 2011-18 in accordance with the recommendations contained in the proposed Evaluation and Appraisal Report. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-37.**

Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, urged the Commissioners to accept the EAR report noting the update of the Comprehensive Plan and Land Development Code are “critically important for the future of our island”.

City Manager Martin reported Planning and Conservation Department Director Kelly Gibson cobbled together the funding to work with the North Florida Land Trust over the next fiscal year to address the discrepancies between the Comprehensive Plan and state statutes. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2020-38 APPROVING A CONTRACT BETWEEN NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, CITY OF FERNANDINA BEACH, AND BEACH RAKER, LLC FOR BEACH CLEANING SERVICES: According to the agenda support documents

Resolution 2020-38 approves the contract between the Board of County Commissioners of Nassau County, City of Fernandina Beach, and Beach Raker, LLC to clean City and County beaches. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-38. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2020-09: City Attorney Bach read Ordinance 2020-09 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, EXPANDING THE BOUNDARY OF THE HISTORIC DISTRICT TO INCLUDE THE OLD NASSAU COUNTY JAIL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-09 approves the Historic District boundary expansion to include the Old Nassau County Jail (Amelia Island Museum of History) building. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2020-05: City Attorney Bach read Ordinance 2020-05 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2019/2020, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-05 amends the Classification Plan for Fiscal Year 2019/2020 pursuant to Section 120 of the City Charter and Section 62-247 of the Code of Ordinances.

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 2020-05.** City Manager Martin reported that the Building Department Building Official Mr. Steven Beckman revised the inspector job title rankings and active recruitment is in process to hire a Deputy Building Official and support staff. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 SECOND READING OF ORDINANCE 2020-06: City Attorney Bach read Ordinance 2020-06 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 62, PERSONNEL, ARTICLE III, GENERAL EMPLOYEES’ PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 62-96, DEFERRED RETIREMENT OPTION PLAN, TO ADD LEAVE PAYOUT PROVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-06 amends Chapter 62 of the City Code pertaining to the General Employees' Pension Plan. The public hearing was opened and closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-06. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 SECOND READING OF ORDINANCE 2020-07: City Attorney Bach read Ordinance 2020-07 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 62, PERSONNEL, ARTICLE IV, FIREFIGHTERS’ AND POLICE OFFICERS’ PENSION PLAN, OF THE CODE OF ORDINANCES

OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 62-117, PRE-RETIREMENT DEATH; AMENDING SECTION 62- 118, DISABILITY; AMENDING SECTION 62-138, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR COMPLIANCE WITH CHAPTER 2019-21, LAWS OF FLORIDA; PROVIDING FOR STATUTORY MINIMUM BENEFIT FOR NOT IN LINE OF DUTY DISABILITY BENEFITS; PROVIDING FOR DROP LEAVE PAYOUT PROVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-07 amends Chapter 62 of the City Code pertaining to the Firefighters' and Police Officers' Pension Plan. The public hearing was opened and closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-07. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.4 SECOND READING OF ORDINANCE 2020-08: City Attorney Bach read Ordinance 2020-08 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 70, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 70-2 ENCROACHMENTS IN THE PUBLIC RIGHT-OF-WAY, TO REGULATE ENCROACHMENTS PERMITTED IN CENTRAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-08 amends Chapter 70 of the City Code pertaining to right-of-way encroachments to be consistent with the Land Development Code.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-08.**

Ms. Arlene Filkoff, 845 Tarpon Avenue, Fernandina Beach Main Street Director, noted that after working with Code Enforcement Director Michelle Forstrom and Planning and Conservation Department Senior Planner Sal Cumella on this ordinance, the changes were communicated to all downtown businesses and has not received any feedback.

City Attorney Bach explained the ordinance defined encroachments in City right of ways including streets, sidewalks and other public places and must be approved by City staff prior to placement. Discussion ensued as to clarification of items placed in the right of way and roadways. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who provided a presentation regarding undeveloped rights-of-way adjacent to the Egans Creek Greenway located in the Seaside and Ocean Cay subdivisions.

Ms. Christine Harmon, 482 Crosswind Drive, expressed concern that the right of way abutting her property may one day be developed. Ms. Harmon desires the right of way to remain in its present natural vegetative condition and inquired how to preserve the property as is.

City Attorney Bach explained rights of way are held in trust for the public benefit, however if the City abandoned a right of way an adjacent private owner could get rights. Discussion ensued amongst the Commission regarding right of way options.

Ms. Laura Sirbaugh, 504 Crosswind Drive, suggested having landowners sign off to then donate the land into conservation. City Attorney Bach noted the City Comprehensive Plan states “do not abandon rights of way”.

City Manager Martin remarked the City has no foreseeable plans to build a road in that area and the land in question is currently “in good hands”.

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

City Manager Martin reported public consensus is strong for an outdoor event space, indoor event space garnered the most responses including concerns, parking and green space. The suggested next step in continuing the process is to schedule a public forum on a Saturday in March and include consulting teams all of which have continuing service contracts that include public engagement.

Discussion ensued regarding expeditious scheduling, maximizing public participation and possible dates.

Ms. Debbie Whiffen, 108 Ocean Ridge Drive, referred to the email she recently sent Commissioners regarding the waterfront park and suggested more of a green space rather than a “theme park.”

Commissioner Ross requested the City Manager research the intentions of the railroad cars parked on the railroad tracks for the last two weeks.

City Manager Martin reported the need to review the current operating agreement with Westrec and at the direction of the Commission, is crafting a Request for Proposals (RFP) to manage or lease the Marina facilities. The relationship with Westrec remains viable and there is no interest in selling the Marina.

City Manager Martin reported a recent meeting successful with the railroad concluded with a plan to begin construction on a sidewalk between Ash and Centre Streets to be completed prior to the annual Shrimp Festival beginning May 1st.

10.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who provided an update on resiliency, grants, beach maintenance and beach walkover projects. City Manager Martin assured the beach walkover projects will be part of the budget process.

10.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who asked a series of questions and requested Westrec management provide a monthly Marina report.

City Manager Martin responded that Marina Manager Joe Springer secured a proposal from Bellingham for docks two and three. A Florida Inland Navigation District (FIND) grant will be pursued to repair docks two and three and a portion of the mooring field, funds have also been awarded for bathrooms and a plan is in place for the pump out operations and pump out boat. City Manager Martin distributed the January and February reports prepared by Mr. Springer.

CITY MANAGER REPORTS:

CONGRATULATIONS: City Manager Martin congratulated his daughter, Megan, who recently passed her Registered Nurse test.

AUTO SHOW: City Manager Martin reminded of the upcoming Bonham's auto auction and Concours d'Elegance March 5-8th.

RECRUITMENT: City Manager Martin reported City personnel recruitment continues over the next two weeks for a Deputy City Manager, City Engineer and a Human Resources Director.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): City Manager Martin declined a Friday March 6th conference call with the FEMA due to previously scheduled Concours events and is hoping to reschedule for the week of March 9th. Lobbyist Buddy Jacobs and Congressman John Rutherford are on "high alert" and a request has been issued for FEMA documents to be provided to the City for review two days prior to any scheduled meeting. If the anticipated reimbursement is not sufficient there is an appeal process. The state of Florida is aware of the City concerns with the entire FEMA process.

STATE ROADS: City Manager Martin continues to explore ongoing traffic concerns arising from new construction with the Florida Department of Transportation.

CITY ATTORNEY REPORTS:

ETHICS TRAINING: City Attorney Bach calendared mandatory Sunshine Law ethics training for Wednesday April 1 12:30-4:30pm and Thursday April 2 8:00am – 12:00pm in Chambers. The Florida Commission on Ethics website offers an online webinar.

OCEAN HIGHWAY PORT AUTHORITY (OHPA) CONFLICT RESOLUTION MEDIATION: City Attorney Bach reported OHPA conflict resolution mediation will take place Wednesday April 15, 2020, 9:00am -4:00pm and is open to the public.

VAPING: City Attorney Bach counseled on pending Florida state legislation regarding vaping regulations prior

SPECIAL LOCAL OPTION SALES TAX (SPLOST): In answer to a constituent inquiry, City Attorney Bach reported per the Florida Department of Revenue; SPLOST is not available to the City of Fernandina Beach however a Municipal Resort Tax may be available and will be researched.

CITY CLERK REPORTS:

ETHICS TRAINING: City Clerk Best reminded the Commissioners that annual Sunshine Law training must be completed prior to June 1st and is reported each year on Form 1 Statement of Financial Interest.

BOARD VACANCIES: City Clerk Best noted the following board vacancies: Code Enforcement and Appeals Board has two alternate vacancies and the Board of Trustees Police and Fire Pension Plan has one vacancy.

2020 GENERAL ELECTION: City Clerk Best congratulated incumbent candidate Chip Ross, candidate Genece Minshew and candidate Marian Phillips who have completed the 2020 General Election petition requirements.

CONDOLENCES: City Clerk Best expressed condolences to the City of Wilton Manors on sudden passing of Mayor Justin Flippen, a celebration of life ceremony will take place Friday March 6th. Mayor Miller and his wife, Lori will attend.

MAYOR/COMMISSIONER COMMENTS:

NASSAU HABITAT FOR HUMANITY: Commissioner Ross attended the Nassau Habitat for Humanity dinner and commended the organization for their continued dedication and community support.

COMMENDATION: Commissioner Ross praised the City Police and Fire departments for their timely response and professionalism in responding to his recent 911 call for an emergent incident in his neighborhood.

TOURISM: Commissioner Lednovich conveyed a recent encounter with a local business owner appreciating the marina reopening and welcoming cruise ship tourists patronizing downtown establishments.

APPRECIATION: Vice Mayor Kreger attended the Nassau Habitat for Humanity dinner and noted the organizations public appreciation for the cooperation in working with City staff and their expertise.

CENSUS: Vice Mayor Kreger noted the Census Committee, of which he serves on, will meet Tuesday March 10th and encouraged all to respond to the important census.

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CENSUS: Vice Mayor Kreger noted the Census Committee, of which he serves on, will meet Tuesday March 10th and encouraged all to respond to the important census.

ENERGY CONSERVATION: Vice Mayor Kreger reported Florida Public Utilities energy conservation awareness event for public housing will be Saturday March 21st. An opportunity also exists for water conservation.

EMERGENCY MANAGEMENT: Vice Mayor Kreger spoke to monitoring and emergency management in the event of a national or local occurrence.

ELECTION: Mayor Miller recognized the 2020 General Election candidates in the audience and welcomed questions.

THANK YOU: Mayor Miller thanked City Clerk Best for her timely insightful responsiveness and expeditious correspondence especially in the wake of tragedies including the recent unexpected passing of City of Wilton Manors Mayor Justin Flippen. Mayor Miller acknowledged Mayor Flippen's tenure and advocacy especially for the LGBTQ community.

UNVEILING: Mayor Miller shared a few anecdotes around the unveiling of the recently refurbished Pegleg Pete sculpture and invited Candidate Marian Phillips, a Fernandina Pirate Club member, to share a historic fact regarding an original member whose ashes are encased inside the statue.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:48 pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Arts and Culture Nassau

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: In accordance with Resolution 2007-102, Section 1(d) the City Commission shall appoint Arts & Culture Nassau advisory board members and representatives.

Arts and Culture Nassau has two vacancies: the Amelia Community Theatre representative and the City Commission at-large representative.

The Amelia Community Theatre recommends the appointment of Mr. David Lowry to serve as their Arts Culture Nassau representative (formerly held by Ms. Peggy Strickland whose term expired February 2020) for a two-year term ending March 2022.

The City Commission at-large representative seat is presently vacant. Ms. Lauree Hemke submitted an advisory board/committee application expressing interest in occupying the vacant position. This is a two-year term ending March 2022.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Lowry as the Amelia Community Theatre representative and Ms. Hemke as the City Commission at-large representative both for two-year terms to Arts and Culture Nassau.

Caroline Best, City Clerk	3/3/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/26/2020

Date: March 03, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

RESOLUTION 2017-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2016-69 PERTAINING TO ARTS AND CULTURE NASSAU BY AMENDING THE NUMBER OF VOTING MEMBERS; ALLOWING MEMBER ORGANIZATIONS TO BE AMENDED; ESTABLISHING A QUORUM; ESTABLISHING TWO YEAR TERMS FOR ALL MEMBERS; ALLOWING ALTERNATE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Arts and Culture Nassau serves as a liaison between the City and the arts community to promote awareness, appreciation, enjoyment and the enhancement of arts programs and facilities; and

WHEREAS, Arts and Culture Nassau wishes to amend Resolution 2016-69 by amending the number of voting members, allowing member organizations to be amended, establishing a quorum, establishing two year terms for all members and allowing alternate member organizations.

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

SECTION 1. The City Commission hereby amends the membership of Arts and Culture Nassau and shall be administered through the City Commission and is responsible for adhering to the following:

a. ~~Organization; Quorum; Officers:~~

~~The Arts and Culture Nassau shall be comprised of eleven (11) regular members, two (2) At Large members who are citizens appointed by the City Commission but represent no particular organization; one (1) representative from each of the following organizations: the Amelia Community Theatre; the Island Art Association; Amelia Book Island Festival; Amelia Island Chamber Music Festival; Amelia Island Jazz Festival; Amelia Island Museum of History; Friends of the Library of Nassau County; and two (2) non-voting members recommended by the Board of Commissioners of Nassau County to the City Commission. Each of the seven (7) representatives shall be nominated by their own respective organization to the City Commission and shall serve without compensation. A quorum of the Council shall consist of five (5) of the voting members. The Council shall elect from its membership a Chairperson and Vice Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.~~

~~The Council shall meet at a regularly set date, time and location established by the Council. The Council shall be subject to the public meeting laws and the public records laws.~~

a. Organization; Quorum; Officers.

The Arts and Culture Nassau shall be comprised of 11 voting members. Members shall be drawn from a list of seven (7) organizations chosen from a list of the non-profit arts and culture organizations in Fernandina Beach. This list may be amended as organizations change. There shall be two (2) members designated by Nassau County. In addition there shall be two (2) City Resident at-large members.

Each of the member representatives shall be nominated to the City Commission by their own respective organization and shall serve without compensation. A quorum of the board shall consist of six (6) of the voting members.

Each member shall serve a two (2) year term. An organization may designate an alternate to their regular member representative. The alternate will be empowered to act in the absence of the regular representative.

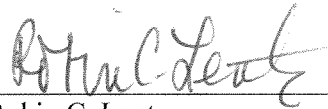
The board shall elect from its membership a Chairperson and Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the chairperson.

The board shall meet at a regularly set date, time and location established by the board.

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

ADOPTED this 21st day of February, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT:

Resolution 2017-24

Amending Resolution 2016-69 - Arts and Culture Nassau Membership

ITEM TYPE:

☐

Ordinance

☒

Resolution

☐

Other

☐

Proclamation

☐

Presentation

REQUESTED ACTION: **Approve Resolution 2017-24**

SYNOPSIS: Arts and Culture Nassau is a City Commission appointed committee and receives staff support from the Parks and Recreation Department.

Arts and Culture Nassau wishes to amend Resolution 2016-69 by: amending the number of voting members; amending member organizations; establishing a quorum; and establishing two-year terms for all members.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:

(As approved by Resolution 2016-51)

☐

Beach Safety

☐

Alachua Street

☐

Soccer Field Lighting

☐

Stormwater

☐

Downtown Density

☐

Opportunity

☐

ADA Improvements

☒

Departmental

☐

Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-24. *DEM*

DEPARTMENT DIRECTOR

Submitted by: Nan S. Voit

Date: 1/22/17

Director of Parks and Recreation

CONTROLLER

Approved as to Budget Compliance

Date:

CITY ATTORNEY

Approved as to Form and Legality *TEB*

Date: 2/3/17

CITY MANAGER

Approved Agenda Item for 2/21/17 *DEM*

Date: 2/3/17

COMMISSION ACTION:

☒

Approved As Recommended

☐

Disapproved

☐

Approved With Modification

☐

Postponed to Time Certain

☐

Other

☐

Tabled

Approved at the City Commission
Regular
 Meeting
 Held on *2/21/17*
 Voted: *5-0* Initial: *KB*

Kim Briley

From: Scott Mikelson
Sent: Wednesday, January 15, 2020 9:58 AM
To: Kim Briley
Cc: margepowel@aol.com; pelinjr@gmail.com
Subject: FW: December Minutes of Nassau Arts

Kim,
Please read email below.

Scott Mikelson
Parks & Rec. Assistant Director
City of Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3356 | smikelson@fbfl.org
www.fbfl.us



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From: Eric Linden [mailto:pelindenjr@gmail.com]
Sent: Tuesday, January 14, 2020 8:30 AM
To: Peggy Strickland; Dave Lowry; Scott Mikelson
Subject: Re: December Minutes of Nassau Arts

Scott,
Peggy Strickland, the volunteer representative to Nassau Arts and Culture from Amelia Community Theatre, is being replaced by ACT's board member, David Lowry. I believe you will find him a welcome addition; he has distinguished himself since joining ACT, and am convinced he will do so with your organization as well. David is copied on this email so you will have his contact information.

Best regards,
Eric Linden
Board President
Amelia Community Theatre

On Thu, Dec 19, 2019 at 9:31 AM Peggy Strickland <peggydawg53@gmail.com> wrote:

Scott's contact info

Sent from my iPhone

Begin forwarded message:

From: Scott Mikelson <smikelson@fbfl.org>
Date: December 10, 2019 at 2:06:39 PM EST

To: Amy Crane <acrane@jaxcf.org>, Carol Kish <beachgal1@gmail.com>, "Cathy DeCou" <kdecou@aol.com>, Doug McDowell <dmcowell@nassaucountyfl.com>, Emily Baumgartner <baumgartnere689@gmail.com>, Fran Shea <franshea@comcast.net>, Jennifer England <jennifer@ameliamuseum.org>, "Larry Blaustein" <lblaustein@gmail.com>, Marge Powell <margepowel@aol.com>, "Marsha Joyner" <House917@aol.com>, Peggy Strickland <peggydawg53@gmail.com>, "Penny Reid" <reipe19@msn.com>, Teri Dean <tcdean6@comcast.net>

Subject: December Minutes

Please view attachment.

Scott Mikelson CPRP,

2500 Atlantic Avenue

Fernandina Beach, FL 32034

Phone: 904-310-3356

Fax: 904-310-3462

Web-Site: www.fbfl.us



Go Green: Please don't print this unless it's really necessary.

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**City of Fernandina Beach
Advisory Board/Committee Application**

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115 or cbest@fbfl.org

Nominee Information: (Please type or print) Name Lauree Hemke
Home Mailing Street Address 751 Barrington Dr
City Fernandina Beach Zip 32034
Primary Phone 301-580-5548 Secondary Phone _____

Please note that board materials are distributed electronically.

Email to receive board materials lchemke@comcast.net
Employer retired Position Title _____
Business Street Address _____
City _____ Zip _____

Select the board(s) you are applying for:

Airport Advisory Commission	Arts and Culture Nassau ☒
Board of Adjustment	Code Enforcement and Appeals Board
Community Development Block Grant Citizen Advisory Taskforce	General Employee Pension Board
Greens and Oversight Committee	Historic District Council
Housing Authority	Parks and Recreation Advisory
Peck Center Committee	CRA Advisory Board
Planning Advisory Board	Police/Fire Pension Board
Waterfront Florida Partnership	

Other _____

Why are you interested in serving on this Board? Please explain. As a member, I want

to partner with other Nassau County artistic groups
to promote arts for all ages in our community.
Through partnership with the groups, especially the
Amelia Island Quilt Guild, we assume that all
forms of arts are represented.

Eligibility

Are you a resident of the City? ☒ Yes ☐ No Length of time: 5 years

Do you hold a public office? ☐ Yes ☒ No Office name: _____

Are you employed by the City? ☐ Yes ☒ No Position: _____

Are you currently serving on a Board? ☒ Yes ☐ No Board Name: Amelia Island Quilt Guild
Barrington HOA

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial
interest with the City of Fernandina Beach? ☐ Yes ☒ No

If yes, please provide details: _____

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.

Note the length of service and office held (if any): Amelia Island Book Festival -

2 years on the board; Maryland Council for Exceptional
Children & Montgomery County Council for Exceptional
Children - about 5 years; Commissioner for Juvenile Justice -

Qualifications:

Montgomery County, MD - 2 years

Please list any specific qualifications, education or experience that would directly relate to the Board for which you
are being recommended: School Administrator for Montgomery Co.,

Maryland (retired); program coordinator for Council for
Exceptional Children & Amelia Island Quilt Guild;
volunteer coordinator, Amelia Island Book Festival

Organization or Commissioner sponsoring nomination (if applicable): _____

Educational Background: (Check all that apply)

☐ High School ☐ AA ☐ BS/A ☒ MS/A ☐ Ph.D. ☐ J.D.

Other _____

Major areas of study: early childhood special education; school leadership;
school administration

Other experience or skills that may be valuable to the Board: represented AZ Book Festival
Board in workshop about roles and functions of non-profits;
collaborated with school leadership, business and other professional
disciplines in conducting workshops, writing curriculum

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?



Yes



No

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Applicant's Signature *Lance D. Dink* Date *2-11-2020*

Kim Briley

From: Scott Mikelson
Sent: Thursday, March 5, 2020 1:43 PM
To: Kim Briley
Cc: Amy Crane; Carol Kish; Cathy DeCou; Dave Lowry; Doug McDowell; Emily Baumgartner; Fran Shea; Josh Whitfield; Lauree Hemke; Marge Powell; Marsha Joyner; Peggy Strickland; Penny Reid; Teri Dean
Subject: Arts and Culture Nassau
Attachments: 0098_200305143729_001.pdf

Kim,
Please view attached application for arts and culture at large position. When I send the minutes you will see the board would like to move forward with placing Ms. Hemke in that position.

Scott Mikelson
Parks & Rec. Assistant Director
City of Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3356 | smikelson@fbfl.org

www.fbfl.us



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Arts and Culture Nassau
Regular Meeting Minutes
February 3, 2020

* Call to Order

12:00, Chair Powell

* Members Present

Vice Chair Joyner
Member Baumgartner
Chair Powell
Member DeCou
Member Strickland
Member Kish
Member Dean
Member Reid
Member Shea

* Members Absent

Member Whitfield
At Large Member: Vacant

*Guests

Bonnie Dickens

*Approval of Minutes

Motion to approve January Minutes / Motion Vice Chair Joyner / 2nd Chair Powell.
All in favor

*Review Fund Balance, Budget and County Accounting

View attached documents for budgeting numbers.

*Old Business

Youth Grants: Submittals to Date:

Motion, The three listed agencies meet the criteria to be sent onto the County for consideration for a youth grant through the Arts and Culture Nassau committee.
Member Shea, 2nd Member DeCou, All in favor. Staff Liaison will forward three listed agency's grant applications to the County.

- 1) West Nassau Historical Society
- 2) Amelia Island Book Festival
- 3) Amelia Island Chamber Music Festival

Senior Grants: Award Letters Sent:

Chair Powell has sent out award letters to the recipients of the senior grants.

*New Business

Community Forum Planning:

Tabled to next month

Lauree Lemke's application for City at-large position was asked to be edited.

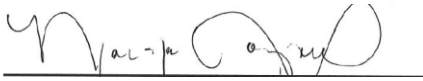
License Plate Campaign:

Member Whitfield was asked to create an image for print and social media advertising.

Member Dean will reach out to The Islander for possible advertising. Creating a link on our website to describe the license plate fund will be part of the campaign.

*Adjournment

1:00pm / Next meeting will be March 2, 2020.



3/3/20

Board Member

Date

*Minutes recorded and transcribed by Scott Mikelson

Arts and Culture Nassau

Position	Term	Name & Address	Phone
1	07-17-2018	Carol Kish P.O. Box 15642, Fernandina Beach, FL 32034 beachgall@gmail.com	(361) 290-0439
2	02-01-2018	Peggy Strickland 209 Cedar Street, Fernandina Beach, FL 32034 Peggydawg53@gmail.com	(678) 316-6412
3	06-05-2018	Fran Shea P.O. Box 824, Fernandina Beach, FL 32034 franshea@comcast.net	(904) 206-0205
4	12-01-2016	Marsha Joyner 368 Sargasso Street, Fernandina Beach, FL 32034 House917@aol.com	(904) 491-4942
5	02-01-2018	Cathy DeCou Fernandina Beach, FL 32034 kdecou@aol.com	(904) 310-9177
6	12-17-2019	Joshua Whitfield Fernandina Beach, FL 32034 joshua@ameliamuseum.org	
8	03-01-2017	Penny Reid 1706 Highland Dunes Court, Fernandina Beach, FL 32034 Reipel9@msn.com	(509) 294-3708
9	02-19-2019	Terri Dean 4589 Genoa Drive, Fernandina Beach, FL 32034	(404) 218-5784
10	05-01-2011	Marge Powell Fernandina Beach, FL 32034 margepowell@aol.com	(904) 614-7745
11	01-01-2017	Emily Baumgardner Fernandina Beach, FL 32034 baumgartnere689@gmail.com	(904) 879-3042 (904) 507-9042

Arts and Culture Nassau

Term Length: 24 Months

Max Terms: No Limit

Number of Members: 11

Meeting Schedule: First Monday of each month

Meeting Time: 12:00 PM

Meeting Location: Atlantic Recreation Center Aquatics Building

Meeting Address: 2500 Atlantic Avenue

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Scott Mikelson

smikelson@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Carol Kish	07/17/2018	1	07/17/2020
2	Peggy Strickland	02/01/2018	1	02/01/2020
3	Fran Shea	06/05/2018	1	06/05/2020
4	Marsha Joyner	12/01/2016	1	12/01/2021
5	Cathy DeCou	02/01/2018	1	02/01/2020
6	Joshua Whitfield	12/17/2019	1	12/30/2021
8	Penny Reid	03/01/2017	2	12/01/2021
9	Terri Dean	02/19/2019	1	03/01/2021
10	Marge Powell	05/01/2011	1	05/01/2021
11	Emily Baumgardner	01/01/2017	1	05/01/2021

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-39
Facilities Use Agreement - Driving Dynamics, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-39

SYNOPSIS: The attached Facilities Use Agreement will provide for use of the remote parking pavement area between Runway 9/27 and Taxiway C (closed Runway 18/36) at the Fernandina Beach Municipal Airport for the presentation of a Safe Driving Program by Driving Dynamics, Inc. on August 24, October 12 and 13, 2020, from 7 AM until 5 PM on each day.

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

FISCAL IMPACT: Funds will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-39.

Nathan Coyle, Airport Director	3/16/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-39

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

WHEREAS, Driving Dynamics, Inc. has requested to use Airport property at the Fernandina Beach Municipal Airport to conduct a safe driving program on August 24, 2020 and October 12 and 13, 2020; and

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

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

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

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

SECTION 1. The City Commission hereby approves a Facilities Use Agreement, attached hereto as Exhibit "A", with Driving Dynamics, Inc. to allow presentation of a Safe Driving Program at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 7th day of April, 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 OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this _17th_ day of _March_, 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 Driving Dynamics, Inc. whose address is 258 Chapman Road, Suite 201, Newark, DE 19702 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to present a Safe Driving Program on August 24, 2020 and also on October 12 and 13, 2020,

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting its driver training classes during the period of August 24, 2020 and October 12 and 13, 2020 from 7 AM until 5 PM on each day.
2. USER will set up and use the FACILITY on a continuous basis during this period on the remote parking pavement area between Runway 9/27 and Taxiway C (Closed Runway 18/36).
3. USER shall pay CITY the sum of \$925.00 per day for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of

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

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

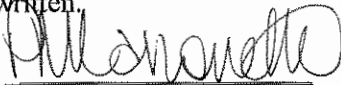
5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

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

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

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

USER: 

By: Paula Lanouette
Driving Dynamics
Its: Logistics Manager

101 _____
Employer ID #

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

Approved as to Form and Legality:


Tammi E. Bach, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2019

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

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

PRODUCER Liberty Insurance Associates, Inc. 525 State Route 33 Millstone Twp. NJ 08535		CONTACT NAME: Ashley Glogowski PHONE (A/C, No, Ext): (732) 792-7000 FAX (A/C, No): 7324465300 E-MAIL ADDRESS: aglogowski@lianet.com	
INSURED Driving Dynamics, Inc. 258 Chapman Road Suite 201 Newark DE 19702		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire & Marine Ins Co NAIC # 20079 INSURER B: National Liability & Fire Ins Co 20052 INSURER C: Guard Insurance Company 42390 INSURER D: Evanston Insurance Company 35378 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2019/2020

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		72LPS034974	07/16/2019	07/16/2020	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/OP AGG \$ included
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			73APB003300	07/16/2019	07/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ 0 RETENTION \$			2893543A	7/23/2019	7/23/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	R2WC093246	4/9/2019	4/9/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Porsche Driving Event at Fernandina Beach Airport City of Fernandina Beach is included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach Attn: Stephanie A. Morgan 204 Ash St. Fernandina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE A Glogowski/GLOGO

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-40
Voluntary Annexation Agreement - 856 Robinhood Drive

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-40

SYNOPSIS: Property owners, Deborah Dickerson Trustee of Morris Dickerson Family Trust, has completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.22 acres located 856 Robinhood Drive (Parcel ID 00-00-30-0640-0041-0000).

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

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-40.

Kelly Gibson, AICP, Planning Director	3/16/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.22 ACRES OF LAND LOCATED AT 856 ROBINHOOD DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Deborah Dickerson Trustee of Morris Dickerson Family Trust, has completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.22 acres located 856 Robinhood Drive (Parcel ID 00-00-30-0640-0041-0000); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 856 Robinhood Drive and noted as parcel 00-00-30-0640-0041-0000, and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

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

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

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

ADOPTED this 7th day of April, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

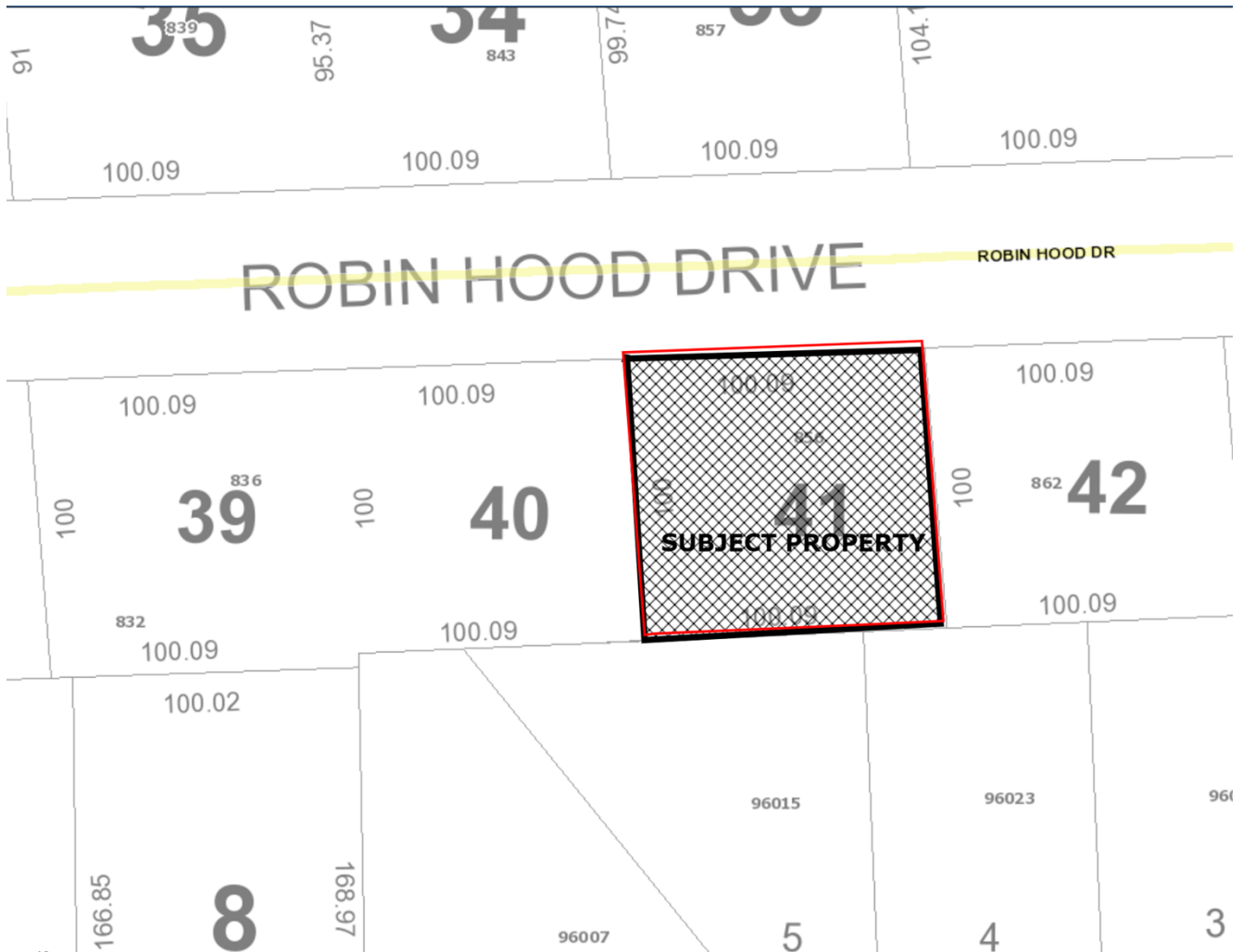


Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**RESOLUTION 2020-40
EXHIBIT "A"**

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-0640-0041-0000 LOCATED 856 ROBINHOOD DRIVE
TOTALING APPROXIMATELY 0.22 ACRES OF LAND



OFFICE USE ONLY

ADMIN2020-00

REC'D

2/27/20

BY:

[Signature]

PAYMENT: \$

300.00

TYPE:

CH #1184

CC MEETING DATE:

3/17/20



WATER/SEWER & VOLUNTARY ANNEXATION
APPLICATION

APPLICANT INFORMATION

Owner Name: Morris Dickerson Family Land Trust

Mailing Address: 5472 First Coast Hwy Ste 1, Fernandina Bch, FL 32034

Telephone: 904-753-0031

Fax: —

Email: dee@chaplinwilliams.com

Trustee

Agent Name: Deborah Dickerson

Mailing Address: 1107 S. Fletcher Ave, Fernandina Bch, FL 32034

Telephone: 904-753-0031

Fax: —

Email: dee@chaplinwilliams.com

PROPERTY INFORMATION

Street Address: 856 Robinhood Dr.

Parcel Identification Number(s): 00-00-30-0640-0041-0000

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: ☒

One (1) Acre or Greater: ☐

Existing Zoning Classification:

~~R1~~ Residential Mixed

Existing Future Land Use Classification:

Medium Density

Description of Request: Hookup to City sewer - already on City water.

SIGNATURE/NOTARY

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

2-25-2020 William D. Chaplin Deborah Dickerson
Date Signature of Applicant Chaplin

STATE OF FLORIDA
COUNTY OF NASSAU



Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25 day
of February, 20 20, by William D. Chaplin.

Susan A. Joline Susan A. Joline 5-22-2024
Notary Public Printed Name My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE William D. and Deborah D. Chaplin
(print name of property owner(s))

hereby authorize: Deborah Dickerson (Chaplin)
(print name of agent)

to represent me/us in processing an application for: sewer hookUp
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

William D. Chaplin
(Signature of owner)

Deborah D. Bowers Chaplin
(Signature of owner)

William D. Chaplin
(Print name of owner)

Deborah D. Bowers Chaplin
(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU

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Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25 day
of February, 2020, by William D. Chaplin / Deborah D. Bowers Chaplin
Susan A. Joline Susan A. Joline 5-22-24
Notary Public Printed Name My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 25th day of February, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Davis & Dee Chaplin (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0640-0041-0000

GENERALLY DESCRIBED AS: Lot 41

ADDRESSED AS: 856 Robin Hood

See Attached Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: William D. Chaplin
Applicant

By: Dee Chaplin
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU

}
ss



Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,

this 25 day of February, 20 20,

by William D. Chaplin / Dee Chaplin

Susan A. Joline
Notary Public

Susan A. Joline
Printed Name
Expires

5-22-24
My Commission

Personally Known / OR Produced Identification _____ ID Produced: _____

EXHIBIT A
NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT



**PLANNING &
CONSERVATION**

**WATER/SEWER
ANNEXATION**

Revised 12/15/19

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary sewer services to property not located within the City limits and not currently eligible for annexation. This form also includes a Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

FEES: \$300.00

IMPORTANT NOTES: Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

KEY CONTACTS: The Department of Planning & Conservation will guide your application from start to finish, engaging other City departments or agencies as needed.

The City of Fernandina recognizes that some content on this page may not be accessible. If you need assistance completing this form, please call our office and we will assist you (904)310-3480, or email Planninginfo@fbfl.city.

APPLICATION REQUIREMENTS

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☐ A completed, notarized application filed at least three (3) weeks before the desired City Commission meeting;
- ☐ A notarized Petition for Annexation bearing the signatures of all property owners;
- ☐ A completed, notarized owner's authorization for agent form, if applicable.

STAFF CONTACT:

Kelly Gibson, AICP
Department of Planning & Conservation Director
kgibson@fbfl.org
904.310.3481



A. Michael Hickox, CFA

Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



Change of Address

Envelope

Calculator

Document

Dollar

FAQ

Briefcase

PROPERTY INFORMATION

Parcel Number 00-00-30-0640-0041-0000

Owner Name

DICKERSON DEBORAH TRUSTEE

Mailing Address

OF MORRIS DICKERSON FAMILY

LAND TRUST

5472 1ST COAST HWY STE 1

FERNANDINA BEACH, FL 32034

Location Address

856 ROBIN HOOD DR

FERNANDINA BEACH 32034

Tax District

UNINCORPORATED MIDDLE ISLAND

Millage

16.5856

Homestead

No

Property Usage

SINGLE FAM 000100

Deed Acres

0

Short Legal

LOT 41 IN OR 1890/1620 SHERWOOD FOREST SUB PB 5/10

2019 Certified Values

Land Value

\$50,000

(+) Improved Value

\$95,258

(=) Market Value

\$145,258

(-) Agricultural Classification

\$0

(-) SOH or Non-Hx* Capped Savings

\$

(=) Assessed Value

\$142,325

(-) Homestead

\$0

(-) Additional Exemptions

\$0

(=) School Taxable Value

\$145,258

(-) Non-School HX & Other Exempt Value

\$0

(=) County Taxable Value

\$142,325

Note - *10% Cap does not apply to School Taxable Value

Property Search

Map This Parcel

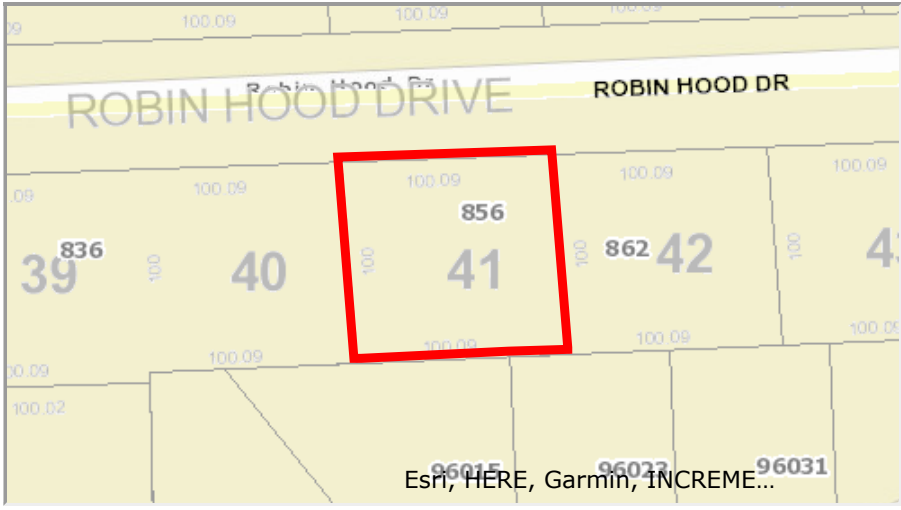
GIS Report

Property Record Card

Print Friendly Page

APP

PARCEL MAP



2019 AERIAL MAP

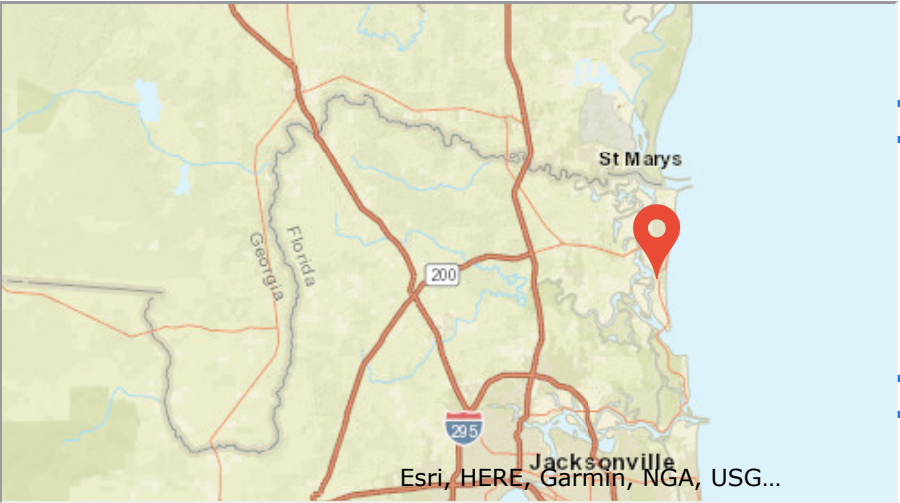


PROPERTY PHOTO



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	1652	1170	3	2	AVERAG

MISCELLANEOUS IN				
Description	Dimensions L X W	Units	Year Built	
CONCRETE B	53 X 10	570	1981	
CONCRETE B	22 X 10	220	1995	

<https://maps.nassauflpa.com/NassauDetails/ParcelSearchResults.html?PIN=00-00-30-0640-0041-0000>

1/2

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2013-11-18	1890 / 1620	\$100	TD	U	Y	CHAPLIN WILLIAM D TRUSTEE	DICKERSON DEBORAH TRUSTEE
2013-07-12	1867 / 865	\$65,000	WD	Q	Y	HAIR DALE K & DIANA F FOREMAN	CHAPLIN WILLIAM D TRUSTEE
2007-05-14	1498 / 1914	\$220,000	WD	Q	Y	RIZZI PAUL J	HAIR DALE K & DIANA F FOREMAN
1999-07-06	890 / 2	\$1,600	QC	U	Y	RIZZI SARAH C	RIZZI PAUL J
1996-10-21	774 / 995	\$78,400	WD	Q	Y	BERNARD RICHARD	RIZZI PAUL J & SARAH C
1993-11-17	692 / 956	\$100	QC	U	Y	BERNARD J A	BERNARD RICHARD
1986-08-01	496 / 990	\$52,000	WD	Q	Y		
1984-07-01	425 / 210	\$45,500	WD	Q	Y		

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-41
Heritage Tree Designation - 112 S. 10th Street

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-41

SYNOPSIS: Cindy Jacoby, as the applicant and owner, seeks the City's Heritage Tree designation for a live oak located at 112 S. 10th Street.

The tree meets the criteria required for heritage tree designation as defined in the Land Development Code, Section 4.05.15.

The City's certified arborist evaluated the tree to determine that it is in good condition and health and at the present time measures 49.5" Diameter at Breast Height (DBH).

FISCAL IMPACT: The City currently maintains the trees; the City Arborist's health evaluation provides maintenance recommendations which will be pursued in the current and future budget years.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-41.

Kelly Gibson, AICP, Planning Director	3/16/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DESIGNATING ONE HERITAGE TREE LOCATED AT 112 S. 10TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cindy Jacoby, as the applicant and owner, seeks the City's Heritage Tree designation for a live oak located at 112 S. 10th Street; and

WHEREAS, the tree meets the criteria required for heritage tree designation as defined in the Land Development Code, Section 4.05.15; and

WHEREAS, the City's certified arborist evaluated the tree to determine that it is in good condition and health and at the present time measures 49.5" Diameter at Breast Height (DBH).

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

SECTION 1. The designation of "Heritage Tree" to the tree located at 112 S. 10th Street is hereby granted by the City of Fernandina Beach under Land Development Code Section 4.05.15.

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

ADOPTED this 7th day of April, 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 of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Community Development Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 112 S 10th Street, Fernandina Beach, FL 32034

Diameter of trunk at 4.5 feet above ground: 49.5"

Species/ Common Name: Live Oak

Why is this tree special? _____

— It's a beautiful majestic tree, reaching 57 feet tall with a wonderfully balanced 80-foot crown spread, creating the quintessential southern trade tree. It elegantly graces the front of this 137-year old vintage home, circa 1883. This home and tree is a contributing historical property located in the heart of the historic district. The designation of it as a Heritage Tree will reinforce to locals and visitors the valuable role these graceful trees play in the charm, history and ecology of Fernandina Beach.

Nominator's Name Cindy Jacoby **Phone** 404-435-9218 **E-mail** cindy.jacoby@gmail.com

Nominator's Address 112 S 10th Street **City** Fernandina Beach **State** FL **Zip** 32034

Owner's Name same as above **Phone** _____ **E-mail** _____

Owner's Address _____ **City** _____ **State** _____ **Zip** _____

Owner (signature) Cynthia G Jacoby

Sworn and subscribed to me on this 20th day of Feb., 2020.

By Cynthia G Jacoby
(name of person making statement)

Erica Coston

Signature of Notary Public State of Florida

Erica Coston
Notary Public, State of Florida
Commission # GG 259562
Expires 09/17/2022

Erica Coston
Print, type, or stamp commissioned name of Notary Public

My Commission expires: 09/17/2022



If you have questions about this form, please call the Community Development Department at 904-310-3135.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-44
Grant Application - Florida Inland Navigation District (FIND)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-44

SYNOPSIS: This item is a request to make application to the Florida Inland Navigation District (FIND) Waterways Assistance Program Grant for a Marina project. Staff is requesting permission to apply for assistance to fund construction of a boardwalk adjacent to the Marina.

The request for this funding is for construction purposes (planning costs will be incurred solely by the City). If awarded, the City will be responsible for a 1:1 match of the grant amount (not to exceed \$250,000).

FISCAL IMPACT: If awarded, planning costs will be allocated to current Marina funds. The grant amount and City match for the construction component of these projects will be included in The Marina Improvements account, 480 56300, in the FY 2020/2021 Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-44.

Lorelei Jacobs, Grants Administrator	3/17/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE 2020 PROGRAM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Fernandina Harbor Marina hosted over 6,000 boat nights, and this number increased each subsequent year, culminating in 14,000 boat nights in 2016; and

WHEREAS, damage to the Fernandina Harbor Marina required closure of the Marina from October 2016 to January 2020; and

WHEREAS, since re-opening in January 2020, the Fernandina Harbor Marina's annual lease slips are full with a wait list in place and transient bookings are robust, indicating strong demand for marina amenities; and

WHEREAS, Florida Inland Navigation District Waterways Assistance Program offers grant funding for local governments that provides 50% of the cost of projects that support Marina enhancement, expansion and improvement; and

WHEREAS, the City of Fernandina Beach is interested in carrying out the following described project for the enjoyment of the citizenry of Fernandina Beach and the State of Florida:

Project Title:	Public Marina Waterfront Park and Boardwalk Improvements Phase II
Total Estimated Cost:	Not to exceed \$500,000 consisting of \$250,000 FIND and \$250,000 City of Fernandina Beach funds.
Brief Description of Project:	Construction of a boardwalk adjacent to the Marina to increase access to the intracoastal waterway and promote boaters' access to and enjoyment of marina and other waterfront and City amenities.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

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

SECTION 1. The Project described above be authorized.

SECTION 2. The City of Fernandina Beach makes application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said City of Fernandina Beach.

SECTION 3. The City of Fernandina Beach will make available \$250,000 in the Marina

Improvements account, 480 56300, in FY 2020/2021 and FY 2021/2022 to provide the 50% matching funds required by FIND grants.

SECTION 4. The City of Fernandina Beach certifies the following:

- a. That it will accept the terms and condition set forth in FIND Rule 66B-2 F.A.C., and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
- b. That it is in complete accord with the attached proposal and that it will carry out the Program the manner described in the proposal and any plans and specification attached thereto unless prior approval for any change has been received from the District.
- c. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Fernandina Beach for public use.
- d. That it will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with the statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
- e. That it will maintain adequate financial records on the proposed project to substantiate claims of for reimbursement.
- f. That it will make available to FIND if required, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 5. The City Commission authorizes the City Manager to execute the grant application and all documentation pertaining to the Grant Approval, if awarded, after review and approval of the City Attorney and County Clerk.

SECTION 6. This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Fernandina Beach at a legal meeting held on this 7th day of April, 2020.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of April, 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 2020-45
Agreement Approval - Coastal Florida Police Benevolent Association (CFPBA)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-45

SYNOPSIS: Labor negotiations between the City of Fernandina Beach and the Coastal Florida Police Benevolent Association (CFPBA) have concluded with a successor three-year agreement for the period of October 1, 2019, through September 30, 2022. The CFPBA has ratified the agreement and it is now brought forward for the consideration and approval of the City Commission.

The most notable changes to the agreement are:

- This agreement provides for a substantial reduction in future financial liability to the City by eliminating the ability for bargaining unit members to cash out all accrued sick time at future valuation upon retirement, although it also allows for a payout of existing sick time hours up to a maximum of 900 hours in current value over three equal payments, first in May 2020, and then November 2020, and November 2021.
- CFPBA has agreed to accept the current contract language for merit increases in FY 19/20, and a 5% pay increase in FY 20/21 and also in FY 21/22.
- The agreement provides for the new rank of Police Corporal, which will include a 5% salary increase. This cost will be off-set in large part by reducing the pay of Field Training Officers to those times when they are actually training a new officer.

FISCAL IMPACT: This agreement provides for limited strategic financial impact in the short term, while removing long term financial impact at time of retirement. It allows for additional incremental impact during the final two years of the contract, while also providing for improved language involving management rights.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-45.

James Hurley, Chief of Police	3/17/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING EXECUTION OF THE LABOR AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (CFPBA); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the City of Fernandina Beach and the Coastal Florida Police Benevolent Association (CFPBA) have concluded with a successor three-year agreement for the period of October 1, 2019, through September 30, 2022; and

WHEREAS, the members of the CFPBA have ratified the agreement; and

WHEREAS, it is in the best interest of the City of Fernandina Beach, its employees and citizens for the City Commission to approve a fair and equitable collective bargaining agreement with the CFPBA.

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 three-year labor agreement with the Coastal Florida Police Benevolent Association, attached hereto as Exhibit "A".

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

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

ADOPTED this 17th day of March, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor - Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney



Collective Bargaining Agreement

Between the City of Fernandina Beach and the
Coastal Florida Police Benevolent Association

Effective October 1, 2019 through September 30, 2022

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PREAMBLE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning wages, hours of employment, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety and tranquility of the public and both parties hereto recognize the need for their pledge and support to the continuous and reliable services to the public.

ARTICLE 1, RECOGNITION

The City of Fernandina Beach, hereinafter referred to as the "City," pursuant to Florida State Statutes, Chapter 447, and in accordance with the Florida Public Employees Relations Commission Unit Certification No. 720, agrees to recognize the Coastal Florida Police Benevolent Association, Inc., hereinafter referred to as the "CFPBA" as the sole and exclusive Bargaining Agent for all sworn police officers, through the rank of sergeant for the purpose of collective bargaining in the determination of wages, hours and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented.

ARTICLE 2, MANAGEMENT RIGHTS

- 2.1 Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employees and promotions and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, City Manager, Police Chief or their authorized designees; to determine, in the sole discretion of the Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, hurricanes or other catastrophes; and, to carry out the mission of the City; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

- 2.2 The City has the exclusive right to schedule overtime work as required in the manner most advantageous to the City, consistent with the applicable provisions of this Agreement.
- 2.3 The CFPBA recognizes the exclusive right of the Chief to establish departmental rules and procedure. However, in all cases where practical, major changes in departmental rules and procedures will be supplied to officials of the CFPBA for comments and suggestions prior to implementation.
- 2.4 A police officer's probationary period shall be for a period of two hundred and seventy five (275) work days from the first day of a full time status. This period is equivalent to approximately eighteen (18) months. For the purpose of this article, leave days of any type will not be considered a work day. The probationary employee can be disciplined or discharged at any time without cause.

ARTICLE 3, REPRESENTATIVES OF THE CFPBA

The CFPBA shall be represented by its local officials as designated in writing to the City. In any matter between the City and the CFPBA an alternate may be selected from the CFPBA with a letter of authorization from the trustees.

ARTICLE 4, REPRESENTATIVES OF THE CITY

The City shall be represented by its city manager or his designees, whose name shall be submitted to the CFPBA representatives.

ARTICLE 5, NO DISCRIMINATION

No employee covered by this Agreement will be discriminated against because of age, race, color, creed, religion, sex, national origin, membership or non-membership in the CFPBA, marital status or physical handicap. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 6, GRIEVANCE PROCEDURE

In order to provide for harmonious working relationships between the parties and to provide the expeditious resolution of misunderstandings or grievances, the parties agree to the following procedure. Both parties agree to encourage the informal resolution of workplace issues. A grievance shall be defined as any dispute that a member of the bargaining unit or the CFPBA may have arising out of the interpretation or application of this Agreement. The times indicated on all steps may be extended by mutual written agreement, but both parties agree to resolve grievances or move the process forward without undue delay. During each step of the grievance procedure the effected employee (grievant) may have a CFPBA representative present or if not a member of the CFPBA a representative of his choice.

Step 1: The grievant shall discuss the issue with the appropriate bureau commander within the chain of command ten (10) business days of the occurrence giving rise to the potential grievance. The bureau commander shall attempt to resolve the issue within ten (10) business days of the discussion.

Step 2: If the issue has not been satisfactorily resolved, the employee, or the CFPBA representative, shall present a formal grievance in writing to the Chief of Police within ten (10) business days of the receipt of the bureau commander's response as set forth in Step 1. The Chief shall meet with the employee and his CFPBA representative within ten (10) business days of receiving the grievance. The Chief will respond, in writing, within ten (10) business days of his meeting with the grievant and/or their CFPBA representative.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the employee and/or their CFPBA representative shall present the written grievance, along with the written responses issued in Step 2, to the City Manager, within ten (10) business days of his receipt of the response due in Step 2. The City Manager shall meet with the employee and/or their CFPBA representative within ten (10) business days of receiving the grievance. The City Manager will respond in writing to the employee and the CFPBA within ten (10) business days from the date of the meeting with the grievant and/or their CFPBA representative.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the CFPBA may request that the grievance be submitted to an impartial Arbitrator for his final and binding decision. Within thirty (30) calendar days from the receipt of the City Manager's response in Step 3, only the CFPBA may request of the City, that an Arbitrator be mutually selected. The parties shall request a list of five (5) Arbitrators to be submitted by the Federal Mediation Conciliation Service and shall attempt to agree on one Arbitrator. Within fifteen (15) days of receiving the list of Arbitrators, the Arbitrator shall be selected. If no agreement is reached, the Arbitrator shall be selected by the CFPBA striking a name from the list with the City striking next, until only one name remains. Arbitration should commence within ninety (90) days or within a reasonable time of the selection of the Arbitrator. The Arbitrator shall stay within the scope and terms of this Agreement. He/she shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any Amendment thereto, nor shall he have the authority to supersede any applicable laws in resolving the grievance. The losing party shall bear the expense of the Arbitrator, with each party bearing the expense of its own representatives. The party requesting a transcript of the hearing will bear the cost of the transcription. Copies of the Arbitration award shall be furnished to both parties within thirty (30) days of the hearing and the award shall be final and binding on both parties.

Parties agree to oral closing arguments in lieu of written briefs.

Rules of Grievance Processing

It is agreed:

- (a) A grievance must be brought forward as soon as it might reasonably have become known to exist, not to exceed the ten (10) business day notification period as outlined in Step 1 of the grievance procedure.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that Step.
- (c) A grievance presented at Step 2 and above shall be dated and signed by either the aggrieved employee or the CFPBA representative presenting it. A decision rendered shall be written to the aggrieved employee and the CFPBA representative, and shall be dated and signed by the City representative at that Step.
- (d) When a written grievance is presented, the City representative shall acknowledge receipt of it and the date thereof in writing.
- (e) A grievance not advanced to the higher Step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the City representative to answer within the time limit set forth in any Step will entitle the employee to proceed to the next Step.
- (f) When a grievance is reduced to writing it shall be set forth in the space provided on the approved grievance form. A copy of the form is attached as Appendix A
- (g) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the effective date of signing of the Agreement.
- (h) A class action grievance may be filed on behalf of two (2) or more members by the CFPBA and shall follow the procedures as set forth in this Article.

ARTICLE 7, UNION SECURITY

- 7.1 The CFPBA unit representative, or in his absence, his designee, who shall be a member of the CFPBA, shall be granted time off by his supervisor or his designee to conduct CFPBA business that concerns the City which can only be conducted during working hours, provided a written request is submitted prior to the time off period and such absence would not unduly hamper the operations of where such officer is employed. In emergencies, the request may be submitted orally and later confirmed in writing.
- 7.2 Any time during the fiscal year a bargaining unit member may voluntarily donate no less than two (2) hours nor more than twenty-four (24) hours of leave time to a Time Pool to be used by city employees designated by CFPBA for union business and designated union activities such as negotiation of Union Contracts, grievance handling, attendance at union functions, seminars, conferences, symposia, required meetings including city and county, but not to include political events which might create the perception of endorsement of a political candidate.
- 7.3 A representative of the union desiring to be away from work on official Union business shall submit a Time Bank request at least five (5) days prior to the date of such meeting to the employee's immediate supervisor and such request shall not be unreasonably denied. In the event there is insufficient time to provide the five (5) day notice because of an unknown situation such as attend a grievance or pending meeting then the

representative will make every reasonable effort to notify his/her supervisor as soon as they are made aware of that required attendance.

- 7.4 Donations of Time shall be authorized by the employee and receipt of such donation shall be noted back to the employee and the Chief of Police by the Human Resources Department. An accurate record of Time Pool hours accumulated and used shall be kept by both the Human Resources Department and Union.

ARTICLE 8, DUES DEDUCTION

Upon receipt of a written authorization from an employee covered by this Agreement, the City agrees to deduct dues and assessments in an amount certified by the CFPBA from the pay of the employee so authorizing. The City will remit to the CFPBA such sums within ten (10) days. Changes in the membership dues or assessment rates will be certified to the City in writing over the signature of the President of the CFPBA and shall be furnished to the City at least thirty (30) days in advance of the effective date of such change. The City's remittance will be deemed correct if the CFPBA does not give written notice to the City within two (2) calendar weeks after a remittance is received of its belief that the remittance is incorrect, with reason(s) stated thereof.

ARTICLE 9, DISCIPLINE

- 9.1 Discipline and Appeals: The City reserves the right to discipline its non-probationary employees for just cause including suspension, demotion or dismissal.
- 9.2 Rights of Law Enforcement Officers While under Investigation: Whenever a Police Officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion or dismissal, Florida Statutes 112.531-112.534 apply; and such interrogation shall be conducted under the following conditions:
- (a) The interrogation or interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
 - (b) The interrogation or interview shall take place either at the office of Internal Investigations or at the office of the police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
 - (c) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation or interview. All questions directed to the officer under interrogation or interview shall be asked by and through one (1) interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
 - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation or interview and shall be informed of the

- name of all complainants. Should the charges not be substantiated the aggrieved officer will be informed in writing by the Chief of Police or his designee.
- (e) Interrogating sessions or interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - (f) The law enforcement officer under interrogation or interview shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
 - (g) The entire interrogation or interview of a law enforcement officer by the Internal Investigation Section, including the times of all recess periods, shall be *recorded and there shall be no unrecorded questions or statements.
 - (h) If the law enforcement officer under interrogation or interview is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he shall be completely informed of all rights, prior to the commencement of the interrogation or interview.
 - (i) At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation or interview whenever the interrogation or interview relates to the officer's continued fitness for law enforcement duty or employment.
 - (j) No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.
 - (k) A complaint filed against a law enforcement officer with a law enforcement agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either: (1) Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or (2) Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
 - (l) The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

** Recorded shall mean any one or more of the following: taking of statement by audio tape recorder or by a court stenographer. Under no circumstances shall this Article conflict with the requirements of State law*

ARTICLE 10, OFFICIAL DUTIES

No employee shall refuse to perform any official police act as ordered by a supervisor or required by State, County or Municipal law. No employee shall be required to perform any act or function which is outside the scope of a police officer's function or not generally considered to be a bona fide police function. The duty of a police officer shall be as presently set forth or as amended in the rules and regulations of the City of Fernandina Beach, Florida, and/or the Fernandina Beach Police Department Policy Manual.

ARTICLE 11, LIABILITY

No employee shall be held liable financially for any equipment which is lost, stolen, damaged, destroyed, or otherwise rendered unusable unless the employee exhibited negligence or malicious intent with each instance of negligence or malicious intent being decided on its own merit.

ARTICLE 12, SAFETY AND HEALTH

- 12.1 No employee shall be required to operate a vehicle which is demonstrably shown to be defective or unsafe. Each marked police car shall be equipped with the necessary equipment to permit the employee to perform his/her duties. Such equipment may include, but not be limited to, emergency lights, sirens, long gun and case or rack, and rear seat prisoner cage. Every reasonable effort will be made to ensure each marked police car has a working MDT and In Car Video System.
- 12.2 Because the City and the Union are committed to providing a safe and healthy workplace, a Safety Committee made up of management and labor exists in an advisory capacity. The Safety Committee recommends improvements to workplace safety and health and identifies corrective measures needed to minimize safety and health hazards. A police officer will serve on the Safety Committee as a representative of the CFPBA bargaining unit and attend regular monthly meetings.

ARTICLE 13, WORKWEEK

- 13.1 The work period for employees shall be fourteen (14) consecutive days and the regular work schedule during that period shall consist of eighty four (84) hours. If calls for service permit, employees may take a one (1) hour meal break which shall be included as hours worked, however employees shall monitor their communications device(s) in the event that they are required to respond to provide police services.
- 13.2 Employees may attend training classes as approved and determined as necessary through the Department. Hours spent attending an approved training class will be counted as hours worked and the employee's schedule will be adjusted so that he/she works eighty four (84) hours within the fourteen (14) day work schedule. If staffing levels prohibit the adjustment of hours, employees will be compensated for training time attended as agreed upon in Article 14, Section 1 (14.1).

- 13.3 As required by assignment, employees may be required to report five (5) minutes early for assignment and orientation.
- 13.4 As the primary schedule, detectives assigned to the investigative function, will be assigned to work a 10.5 hour day, either Monday to Thursday or Tuesday to Friday.

ARTICLE 14, HOURS OF WORK; OVERTIME; COMPENSATORY TIME

- 14.1 Any time worked in excess of eighty four (84) hours in a scheduled work cycle of fourteen (14) days shall be compensated at the rate of one and one-half (1½) times the employee's normal hourly rate of pay. Such overtime compensation will be in the form of pay unless compensatory time is requested in writing by the employee. Overtime shall be paid bi-weekly based on the actual total work cycle hours. Approval of overtime and/or requests for compensatory time will be in accordance with departmental policy. Personnel schedules shall not be altered solely to avoid overtime pay, unless the employee affected has at least twenty-four (24) hours' notice of the shift change.

For the purposes of computing overtime, Annual Leave, Personal Time Off, Sick Leave or taking a Holiday off will not be considered hours worked. Compensatory Leave shall be considered as hours worked.

- 14.2 Employees required to attend court or another official proceeding as a result of their official duties during off duty hours, shall be compensated at the rate of one and one-half (1½) times their normal rate of pay or if requested the equivalent amount of compensatory time. Employee's will be compensated a minimum of three (3) hours for each appearance within a single day as long as multiple appearances are three hours or more apart. For multiple appearances that are less than three hours apart the calculation of time will start with the first appearance and end with the completion of the last appearance. If the aggregate time of the multiple appearances is less than three (3) hours, the employee shall receive a three (3) hour minimum. Employees assigned to the day shift will agree to make every reasonable effort to obtain warrants, file felony cases or initiate any other court related functions while on duty, as staffing levels permit. If circumstances prohibit completing these tasks while on duty, prior approval for overtime must be obtained as established by Department policy.
- 14.3 An employee may elect to receive compensatory leave time in lieu of pay, where applicable in this Agreement, up to a maximum accumulation of two hundred (200) hours. The Chief of the Department or his/her designee will notify employees who obtain a compensatory leave balance of in excess of one hundred and seventy six (176) hours and request that the employee take sufficient leave to reduce their compensatory leave account below one hundred and seventy six (176) hours. If sufficient compensatory leave is not scheduled by the employee,

the Chief of the Department or his/her designee may require the employee to take compensatory leave in increments equal to a regular work day to reduce the employee's compensatory leave balance below one hundred and seventy six (176) hours. Such notice of required leave will be made at least five (5) days in advance. If for reasons beyond the control of the Chief of the Department or the employee cause the employee's compensatory leave balance to exceed two hundred (200) hours, all hours in excess of the maximum shall be in the form of pay. An employee wishing to take compensatory leave time shall request such through his/her supervisor. The supervisor shall approve any such request as long as minimum staffing levels are met. An employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. Employees may elect to sell back up to ~~forty (40)~~ seventy five (75) hours of compensatory time each year. Request for sell back must be made during the month of November and payout will be made on the pay period before Christmas of that year.

~~14.4 Between three (3) and five (5) qualified Field Training Officers will be selected by the Chief of the Department or his/her designee to train new police officers. Each Field Training Officer's performance and current training will be reviewed annually. Officers are expected to maintain current educational and training standards that qualify them to be a Field Training Officer. Active Field Training Officers as selected by the Chief of the Department shall be compensated an additional five percent (5%) annually.~~

14.4 Qualified Field Training Officers holding the rank of police officer or police corporal will be selected by the Chief of the Department or his/her designee to train new police officers. Each Field Training Officer's performance and current training will be reviewed annually. Officers are expected to maintain current educational and training standards that qualify them to be a Field Training Officer. For each work hour that a Field Training Officer is assigned to train a new police officer, the Field Training Officer shall be compensated ten percent (10%) above their base pay.

If a qualified police officer is available to perform Field Training duties, then the police officer will be assigned over a police corporal.

A Field Training Coordinator holding the rank of Police Corporal or Police Sergeant will be selected by the Chief of the Department. The Field Training Coordinator will assign recruits to Field Training Officers, coordinate all Field Training documentation and liaison with the Chief of Police concerning Field Training issues. The Field Training Coordinator will also be expected to maintain current educational and training standards of a Field Training Officer. The Field Training Coordinator will be compensated an additional five percent (5%) annually of his/her base salary.

Article 14.4 will take effect 10-01-2020.

14.5 Any employee whose primary shift assignment starts at or after 1400 will receive an additional two (2%) differential pay above their normal base salary. Primary shift in this

section applies to employees who have a regularly scheduled shift that starts at or after 1400 and not an occasional shift adjustment or the occasion of working overtime on another shift.

ARTICLE 15, RECALL, STANDBY AND ON-CALL TIME

15.1 Any employee who is required to report back to work or perform any official police related function that requires travel to a specific location after having completed his normal tour of duty and after having left work for at least one (1) hour or prior to one (1) hour before starting his normal tour of duty, shall be paid at the rate of one and one-half (1 ½) times his normal hourly rate of pay or compensatory time for the actual time spent performing such function. Such compensation shall not be less than three (3) hours, unless the employee is ordered to report back to work to complete police related functions that should have been completed prior to leaving work at the end of their shift.

~~15.2 Any Officer who is called in on their day off to fill a patrol officer vacancy shall be compensated at one and one half (1&1/2) the rate of pay for all hours worked.~~

15.2 Any Officer who is scheduled by or called in by a Bureau Commander or his/her designee to work during their regularly scheduled time off to fill a patrol officer vacancy shall be considered to be in a Call Back status and be compensated at one and one half (1 1/2) the rate of pay for the hours worked.

This article shall not apply an employee who stays over their normal shift hours to complete a previously assigned call for service. In such instances the employee will be covered by Article 14.1 of this agreement.

~~15.3 An emergency standby assignment is made when an employee must be ready to be called to work in an urgent situation during off-duty time, such as during a hurricane, civil unrest or man-made disasters. Any employee who is required to remain on an emergency standby basis and in telephone contact for more than one (1) hour shall be compensated at the rate of one-half (½) his/her normal rate of pay for a minimum of three (3) hours. Should the employee be recalled to duty after being placed on emergency standby, the recall provision shall apply.~~

~~Once an employee is called in, that employee will be compensated for all regular hours worked and any overtime hours worked. If the employee is ordered to shelter at a specific location such as the Police Department or an evacuation shelter then the employee is subject to being placed in service at any time. That employee will be compensated for each hour they are under these orders.~~

15.3 An emergency standby assignment is made when an employee is notified by a supervisor or designee that they must be ready to be called to work in an urgent situation during their off-duty time. The employee will then be required to remain available via telephone and be available to report to duty within one (1) hour when notified. If an employee has

not been contacted within six (6) hours after being placed on emergency standby, that employee will no longer be obligated to be prepared to report for duty.

For each hour an employee is in an emergency standby status they will be compensated at the rate of one half (½) of their normal pay.

Once an employee on an emergency standby status is contacted and ordered to report for duty, that employee will be considered in a Call Back status and compensated at a rate of time and one half (1 ½) from that point forward and for each hour worked.

If “non-essential” or “non-critical” City employees are ordered not to report to work due to some level of emergency or weather related incident, then those employees required to work their regular schedule will be compensated at time and one half for each hour worked. Employees also have the option of earning compensatory leave time in lieu of cash overtime.

- 15.4 Detectives are required to serve on-call as follows: An on-call schedule will be posted at the first of each month, indicating the week which that detective will be on call. Each detective will have access to said schedule. It will be the responsibility of the supervisor of the Detective Division or his appointee to ensure this is accomplished. Detective

While a detective is on-call, he/she will remain in contact with police headquarters via telephone or radio.

Detectives on-call will arrive at the assigned location no later than one (1) hour after notification. Actual distance restraints are the discretion of the detective as to allow for the one (1) hour response. When practical, the detective will arrive at the scene as soon as possible, with one (1) hour being the maximum allowable response time.

If the detective cannot respond within the one (1) hour response time, he is to notify the head of the Detective Division, prior to being called, who will make every effort to reassign the on-call status to another detective or fill this requirement himself. It is understood that this accommodation will not be abused by the detectives.

Detectives will not allow themselves to become impaired while on-call status is in effect for them. This is not limited to alcohol, but also prescription medication. If the use of prescription medication is unavoidable, and the detective feels his faculties have or will be impaired, he is to contact his immediate supervisor, or assistant supervisor.

If a detective will be out of response range, or out of contact, during his/her on-call time, the detective will contact his/her immediate supervisor, or failing this, the assistant supervisor. It will be the responsibility of the on-call detective to make these arrangements, and to notify police dispatch of the change.

Detectives are encouraged to adhere to the normal dress code in effect for investigators when called out, but this is many times impractical. However, no shorts, tank tops, or bathing apparel will be worn to a call-out, or other clothing items which would obviously bring discredit or embarrassment to the Department.

A detective placed in an on-call status will be paid for two (2) hours at the rate of time and one-half (1 ½) their established rate of pay each day for the week in which the employee is on-call. The two (2) hours will cover the first physical response to a location within a 24 hour on call period. If the first response takes longer than two (2) hours then the total hours will be paid at the overtime rate.

Subsequent call outs within a 24 hour on call period will be considered as “call back” and compensated at a rate of time and one half (1 ½) with a three (3) hour minimum.

Issues handled over the telephone, radio, computer or other such device that do not require a physical response will be conducted in consideration for the two (2) hours of on call pay that is received for being in an on call status. However, if the two hours is used on a physical call out, then time spent addressing such issues electronically will be credited as compensatory time.

16, LEAVES

16.1 Holidays:

The following days shall be considered to be holidays, entitling employees to have the day off with pay or if required to work, in addition to the regular holiday pay the employee shall be compensated at the rate of one and one-half (1 1/2) times his normal hourly wage for the hours worked, except that this compensation will be at double (two times) his or her normal rate for Christmas Day only. Compensatory time in lieu of holiday pay may be granted if mutually agreed upon by the employee and the Chief of the Department. If a holiday falls on an employee's assigned day off he shall receive twelve (12) hours (or the number of hours as consistent with the work schedule for the job) pay or compensatory time at his normal hourly rate of pay. If a holiday falls during an employee's vacation, he/she will not be charged any leave time for that day and paid for the normal shift as holiday pay.

For the purpose of this Article, holidays shall be:

New Year's Day
Martin Luther King, Jr.'s Birthday
Good Friday
Memorial Day
Independence Day
Veteran's Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day

Christmas Eve Day
Christmas Day

The City agrees to recognize May 15th of each year as Police Memorial Day. In place of monetary compensation, on May 15th members covered by this agreement will be credited a compensatory holiday for the number of hours they work as part of their regular schedule. This compensatory holiday must be utilized between the dates of May 15th and September 30th, with no provisions for carry over. This compensatory holiday will not be extended to members who are not scheduled to work on May 15th.

16.2 Sick Leave:

- (a) Employees not on the Personal Time Off (PTO) plan shall earn sick leave at the rate of three (3) hours per week while in a paid status. Sick leave hours may be accumulated by the employee to a maximum of one thousand, four hundred (1,400) hours as provided herein. Sick leave may be used by the employees for illnesses or injuries suffered by members of the employee's immediate family, including spouse, children, parents or grandparents provided an attending physician will certify to the necessity of the employee being absent from work due to such illness or injury suffered by the employee's family if he is called upon to do so. It is understood that any absence under this Section shall be necessitated by the requirement of the employee to attend to the ill family member. Any employee having a FMLA qualifying event can choose to start on FMLA or use sick time (if applicable); they do not have to run congruent.
- (b) The City, at its discretion, may require an employee to present a doctor's certificate stating that the employee was unable to work before sick leave pay will be allowed.
- ~~(e) Any employee taking sixty (60) hours or less sick leave within any one (1) fiscal year, as provided above, shall have an option to sell to the City forty-eight (48) hours sick leave time at the beginning of the next Christmas holiday period from the date of accrual provided the employee has to his credit not less than two hundred and fifty (250) accumulated sick leave hours.~~
- (c) Any employee who has not incurred use of sick leave time within the previous fiscal year will be awarded one (1) day of personal leave time which may be utilized in the same manner as a vacation day during the year except that it may not be carried forward.

Any employee will be allowed up to three (3) personal days per year using accrued sick leave.

- ~~(d) If an employee has worked with the City for a minimum of ten (10) years prior to September 30, 1997, and has reached the normal retirement age and retires or dies, he or she or (in the event of death of the employee), the designated beneficiary, will be paid for all accumulated sick leave, up to a maximum of one thousand and forty (1,040) hours.~~

~~If an employee hired prior to September 30, 1997, has worked for the City for a minimum of three (3) but less than ten (10) years prior to September 30, 1997, and has reached the normal retirement age and retires or dies, he or she, or (in the event of death of the employee), the designated beneficiary, will be paid for all accumulated sick leave, up to a maximum of one thousand (1,000) hours.~~

~~An employee not covered by the previous two paragraphs of section (d) that has reached retirement eligibility shall upon separation from the City be paid for sick leave according to the following schedule:~~

_____ 15 years of service _____	Up to 280 hours
_____ 20 years of service _____	Up to 560 hours
_____ 25 years of service _____	Up to 840 hours

~~Sick leave payments will be upon separation and not upon entry to the pension DROP.~~

- (d) To be eligible for sick leave the employee shall call in at least fifteen (15) minutes prior to the start of the employee's shift starting time, unless extenuating circumstances prohibit. An employee is also eligible for sick leave if he/she becomes ill after arriving at their assignment.
- (e) Sick leave time shall be considered as time worked in computing the number of hours worked in any one year for calculating vacation, sick leave and pension benefits.
- (f) This Article shall not apply where Workers' Compensation Insurance is applicable.
- (g) The City has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification.
- (h) Sick leave payment and sellback will cease effective May 31, 2022 . For sick leave accrued prior to May 31, 2022, any employee who has a sick leave balance may elect to sell back any amount up to a maximum of 300 hours of accumulated sick leave hours per year.

The payment of the accumulated sick leave will be based on the value of the sick leave (base pay and any added differentials) effective May 31, 2020 and shall be paid in three payments in June 2020, June 2021 and June 2022. If an employee separates from service with the City by retiring prior to May 31, 2022 that employee shall be eligible to sell back 300 hours of sick leave calculated on the value effective May 31, 2020, in so long that a payment for that fiscal year has not already been made for sick leave sell back.

An employee may opt to retain any balance of sick leave accumulated prior to May 31, 2022 for use as identified in this article. Any sick leave so retained and all sick leave earned after May 31, 2022 shall not be eligible for payment or sell back.

16.3 Line of Duty Illness, Injury or Death:

Any employee who becomes temporarily disabled due to an injury or illness sustained in the course of his employment, shall receive the amount to which he is entitled under the Workers' Compensation Law, with the City paying to the employee the difference between the Workers' Compensation Benefit and the employee's normal wages. This coverage shall continue until the employee is medically determined to be fit for duty or has been retired. An employee who is temporarily disabled shall still be considered an active duty employee for purposes of benefits other than compensation, promotion, sick leave or vacation.

- (a) The City shall have the right to determine whether or not an employee should be carried at the level provided above for more than twenty-six (26) weeks. During the twenty-sixth (26) week, or as soon thereafter as practical, the employee shall be medically examined to determine whether he or she has reached maximum medical improvement. If the employee has reached maximum medical improvement, his or her right to compensation shall be governed by the Workers' Compensation Law, the employees' disability/pension rights, and other benefits to which the employee may be entitled under this contract.
- (b) If the employee has not reached maximum medical improvement, the employee shall be medically examined to determine whether the employee's injury is of a nature which prevents their return to duty as a police officer.
- (c) If the injury is medically determined not to be of the nature that would prevent the injured employee's return to duty; the employee should be carried at the level provided above and re-evaluated medically at thirty-nine (39) weeks and fifty-two (52) weeks. The City shall have the right to determine whether or not an employee should be carried in the above status for more than fifty-two (52) weeks.
- (d) The City shall not abridge the right of an employee to meet with the Employee Safety Committee or City Pension Board.
- (e) If a former employee who has been disabled is subsequently able to return to full active duty, that former employee, if currently qualified as a law enforcement officer, will be reinstated when a vacancy occurs at a pay grade equivalent to the pay grade that the employee had obtained when medically retired. If the former employee is not currently certified, he or she will be allowed six (6) months to meet current certification requirements.
- (f) Employees will not be allowed to stack benefits under this Article.

- (g) Dependent children or spouse of any employee killed in the line of duty shall receive monthly payments for a six (6) month period amounting to the normal salary of the deceased employee for the said six (6) month period.

16.4 Vacation:

Employees shall accrue vacation leave in the following manner:

<u>Years of Service</u>	<u>Vacation Hours</u>
<u>After 1 year</u>	<u>54 hours</u>
<u>After 2 years, but less than 5 years</u>	<u>108 hours</u>
<u>After 5 years, but less than 15 years</u>	<u>162 hours</u>
<u>After 15 years, but less than 20 years</u>	<u>216 hours</u>
<u>After 20 years</u>	<u>270 hours</u>

<u>Years of Service</u>	<u>Vacation Hours</u>
<u>After 1 year</u>	<u>54 hours</u>
<u>After 2 years, but less than 5 years</u>	<u>108 hours</u>
<u>After 5 years, but less than 10 years</u>	<u>162 hours</u>
<u>After 10 years, but less than 15 years</u>	<u>216 hours</u>
<u>After 15 years</u>	<u>270 hours</u>

Employees shall have the right to select their vacation period in accordance with seniority, provided it does not interfere with the City's operation. Vacation pay shall be based upon the employee's salary at the time the vacation is taken. All unused vacation shall be paid upon the employee's termination (not for cause) or retirement at the current rate of pay.

16.5 Paid Time Off (PTO)

Any employee in the bargaining unit hired on or after October 1, 2013 shall be entitled to Paid Time Off (PTO) and shall not be eligible for vacation time or sick leave.

Employees shall accrue PTO leave as follows:

<u>Years of Service</u>	<u>PTO Hours</u>
<u>Less than 1 year</u>	<u>60 hours</u>
<u>After 1 year, but less than 5 years</u>	<u>168 hours</u>
<u>After 5 years, but less than 15 years</u>	<u>210 hours</u>
<u>15 years plus years</u>	<u>250 hours</u>

<u>Years of Service</u>	<u>PTO Hours</u>
<u>Less than 1 year</u>	<u>120 hours</u>
<u>After 1 years, but less than 5 years</u>	<u>192 hours</u>

After 5 years, but less than 10 years	216 hours
After 10 years, but less than 15 years	228 hours
15 years plus	288 hours

Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken. Employees will be eligible to use PTO as accrued. The use of PTO requires a minimum of 72 hours' notice for management's consideration of approval. Employees can have up to four occurrences each year with minimal notice (15 minutes prior to the start of the shift).

Employees may carry forward unused PTO up to a maximum of 1200 hours. There are no provisions for any type of sell back of PTO leave during employment or upon termination.

Any employee in the bargaining unit hired prior to October 1, 2013 has the option to convert to the Paid Time Off plan during annual open enrollment. Upon conversion, the employee's existing vacation leave balance is transferred to the paid time off account. The employee's existing sick leave balance shall remain in the employee's sick leave accrual bank. Employees are allowed to use this sick leave time as outlined in Section 2, Sick Leave.

16.6 Military Leave:

Both parties agree to comply with Federal law in regard to military leave.

16.7 Bereavement Leave:

An employee will be granted up to three (3) days off with pay if any member of his immediate family dies. Immediate family shall be defined as: spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister, grandparents, stepmother or stepfather. Upon the employee's written request, more than three (3) days leave may be granted, but only three (3) days will be paid days off. However, for the death of a spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother or sister that requires out-of-state travel, two (2) additional days will be allowed with pay. No payment shall be made where no scheduled work time is lost. On written request the days off may be changed by the City.

ARTICLE 17, WAGES

17.1 Detectives within the Investigations Bureau assigned to the investigative function or as the primary crime scene investigator will receive an additional six (6%) differential pay above their normal base salary.

17.2 ~~When a sergeant is not available, any Police Officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee will assume the responsibility of the Sergeant. Employees who are required to work in a higher classification, i.e. police officer acting as a Sergeant, shall be compensated at the rate of six (6) percent~~

~~above that normally earned by the employee being elevated. This shall only apply to a member of the Investigations Bureau if they formally supervise an investigative function in the absence of a Sergeant and a higher ranking member of the Bureau is not present.~~

17.2 When a corporal and a sergeant are not on duty, any police officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee will assume the responsibility of the shift supervisor. Police Officers who are required to work in a higher classification, i.e. police officer acting as a sergeant, shall be compensated at the rate of five (5) percent above that normally earned by the employee being elevated. This shall only apply to a member of the Investigations Bureau if they formally supervise an investigative function in the absence of a corporal and a sergeant and a higher ranking member of the Bureau is not present.

~~17.3 Annual pay increases, effective October 1st of each year, will be based a performance evaluation merit pay system. The amount of the pay increase will be based upon the performance rating points assigned by the employee's supervisor utilizing the current evaluation system that was approved by the bargaining unit during the 2013 negotiations process. Any changes to the evaluation system must be mutually agreed upon by the City and the Bargaining Unit.~~

~~Pay increases will be awarded to Police Officers based on the below listed point schedule:~~

~~Fiscal Year 2016-2017:~~

~~0% for a point value of 14 to 41 which represents an overall performance of "Does Not Meet Expectations" or "Marginal — Needs Improvement".~~

~~2% for a point value of 42 to 46 or 2.5% for a point value of 47 to 50 which represents an overall performance of "Meets Expectations — Average".~~

~~3% for a point value of 51 to 54 or 3.5% for a point value of 55 to 58 which represents an overall performance of "Exceeds Expectations — Above Average".~~

~~4% for a point value of 59 to 70 which represents an overall performance of "Far Exceeds Expectations — Exemplary".~~

~~Fiscal Year 2017-2018 and 2018-2019:~~

~~0% for a point value of 14 to 41 which represents an overall performance of "Does Not Meet Expectations" or "Marginal — Needs Improvement".~~

~~3% for a point value of 42 to 46 or 4% for a point value of 47 to 50 which represents an overall performance of "Meets Expectations — Average".~~

~~5% for a point value of 51 to 54 or 5.5% for a point value of 55 to 58 which represents an overall performance of “Exceeds Expectations—Above Average”.~~

~~6% for a point value of 59 to 70 which represents an overall performance of “Far Exceeds Expectations—Exemplary”.~~

~~Pay increases will be awarded to Police Sergeants based on the below listed point schedule:~~

~~Fiscal Year 2016-2017:~~

~~0% for a point value of 28 to 82 which represents an overall performance of “Does Not Meet Expectations” or “Marginal—Needs Improvement”.~~

~~2% for a point value of 83 to 92 or 2.5% for a point value of 93 to 100 which represents an overall performance of “Meets Expectations—Average”.~~

~~3% for a point value of 101 to 108 or 3.5% for a point value of 109 to 116 which represents an overall performance of “Exceeds Expectations—Above Average”.~~

~~4% for a point value of 117 to 140 which represents an overall performance of “Far Exceeds Expectations—Exemplary”.~~

~~Fiscal Year 2017-2018 and 2018-2019:~~

~~0% for a point value of 28 to 82 which represents an overall performance of “Does Not Meet Expectations” or “Marginal—Needs Improvement”.~~

~~3% for a point value of 83 to 92 or 4% for a point value of 93 to 100 which represents an overall performance of “Meets Expectations—Average”.~~

~~5% for a point value of 101 to 108 or 5.5% for a point value of 109 to 116 which represents an overall performance of “Exceeds Expectations—Above Average”.~~

~~6% for a point value of 117 to 140 which represents an overall performance of “Far Exceeds Expectations—Exemplary”.~~

~~Supervisors and Officers are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. This provides both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.~~

~~Pay of newly hired Police Officers is generally set at the minimum of the pay range of the position for which employed. It is understood and agreed that Human Resources is responsible for classifying positions to the appropriate grade levels within the pay and Classification Plan.~~

~~The Union has expressed a concern over the current pay and classification plan in that the 2009 maximum pay for police officers was not adopted and the 2015 maximum pay for police officers did not increase since a 2011 resolution of the City Commission. Additionally, the City has not provided a reasonable explanation for these actions. The Union is asking that the City rectify this issue prior to September 30, 2017 and address the issue through a MOU. If the issue is not rectified to the satisfaction of the Union, they reserve the right to re-open for negotiations the above paragraph in order to bargain an increase or eliminate the maximum pay for police officers.~~

~~An employee who fails to achieve a satisfactory rating on their performance review may be placed in a 90-day performance improvement period (PIP) and will not be eligible for a pay increase. Following completion of the 90-day PIP, the employee will be further evaluated.~~

- 17.3 Annual pay increases, effective October 1, 2019, will be based on a performance evaluation merit pay system. The amount of the pay increase will be based upon the performance rating points assigned by the employee's supervisor utilizing the current evaluation system that was approved by the bargaining unit during the 2013 negotiations process. Any changes to the evaluation system must be mutually agreed upon by the City and the Bargaining Unit.

Pay increases will be awarded to Police Officers based on the below listed point schedule:

0% for a point value of 14 to 41 which represents an overall performance of "Does Not Meet Expectations" or "Marginal – Needs Improvement".

3% for a point value of 42 to 46 or 4% for a point value of 47 to 50 which represents an overall performance of "Meets Expectations – Average".

5% for a point value of 51 to 54 or 5.5% for a point value of 55 to 58 which represents an overall performance of "Exceeds Expectations- Above Average".

6% for a point value of 59 to 70 which represents an overall performance of "Far Exceeds Expectations – Exemplary".

Pay increases will be awarded to Police Sergeants based on the below listed point schedule:

0% for a point value of 28 to 82 which represents an overall performance of "Does Not Meet Expectations" or "Marginal – Needs Improvement".

3% for a point value of 83 to 92 or 4% for a point value of 93 to 100 which represents an overall performance of "Meets Expectations – Average".

5% for a point value of 101 to 108 or 5.5% for a point value of 109 to 116 which represents an overall performance of “Exceeds Expectations- Above Average”.

6% for a point value of 117 to 140 which represents an overall performance of “Far Exceeds Expectations – Exemplary”.

Police Officers and Police Corporals will receive a pay increase in the amount of 5% of their base pay effective October 1, 2020 and October 1, 2021.

Police Sergeants will receive a pay increase in the amount of 7.5% of their base pay effective October 1, 2020.

Police Sergeants will receive a pay increase in the amount of 5% of their base pay effective October 1, 2021.

An employee who fails to achieve a satisfactory rating on their performance review may be placed in a 90-day performance improvement period (PIP) and will not be eligible for a pay increase. Following completion of the 90-day PIP, the employee will be further evaluated and if they have achieved a satisfactory level of performance they will at that time receive a pay increase.

Supervisors and Officers are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. This provides both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The minimum starting pay for a newly hired Police Officer will increase in the amount of 5% effective October 1, 2020 and increase an additional 5% effective October 1 2021.

ARTICLE 18, INSURANCE

- 18.1 The City will provide individual medical protection comparable to present coverage for the employee, except that the employee shall contribute the difference in cost for insurance above the PPO level. Employees hired prior to October 1, 2013, shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage for the period of this agreement. Employees hired on or after October 1, 2013, shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this agreement.
- 18.2 The life insurance plan that is now in effect will continue in full force and effect and be paid in full by the City, to be equal to the employee’s annual regular earnings.
- 18.3 A Retiree Health Care Benefit of \$225 per month will be paid to pension-eligible members with twenty-five years of police service, to sunset at age sixty-five or when the member is eligible for Medicare. Members who retire on or after October 1, 2013, are

eligible for this benefit provided that the retiree is covered on the City's health insurance plan. Members hired after October 1, 2013, shall not be eligible for this benefit.

ARTICLE 19, TRAINING AND TUITION REIMBURSEMENT

19.1 **Training Time:** All employees may be required to attend up to four (4) hours per month of scheduled training time in addition to the normal work schedule. Once annually the City may schedule training of up to six (6) hours. The employee will either be compensated for the training as hours worked or will be granted compensatory time off with a three hour minimum guarantee of compensation.

19.2 **Tuition Reimbursement:** The City agrees to change employees' work schedules when possible in order to permit employees to further their education in the Criminal Justice Field. The Chief of Police will determine whether requested course work relates to an employee's duties.

The Tuition Reimbursement Policy is designed to reimburse you for undergraduate or graduate level courses that may help you improve performance in your current job or prepare you for advancement within the City of Fernandina Beach.

You are eligible if you:

- Are an active full-time employee of the City of Fernandina Beach
- Have a minimum of six (6) months of service with the City of Fernandina Beach
- Have satisfactorily completed your initial probationary period prior to the first meeting date of the course(s) you intend to take.

Exception: Employees on a Personal Improvement Plan (PIP) are not eligible.

Undergraduate, graduate, or vocational courses (including online) are covered which meet all the following criteria:

- Help improve performance in your current job or prepare you for advancement within the City of Fernandina Beach (or are requirements in a degree program that does so).
- Are offered by an accredited college, university, or technical/trade school.
- Result in college credits.
- Preparatory courses required for General Education Development (GED) programs, as well as the actual GED test.
- Courses for Portfolio credit, CLEP exam, and life experience courses, if these are a part of a pre-approved degree program.

Those courses not covered include undergraduate, graduate, or vocational courses and programs which:

- Are offered by a non-accredited college, university, or technical/trade school
- Do not result in college credits
- Degree programs that do not help improve your performance in your current job or prepare you for advancement within the City of Fernandina Beach, such as art, medicine, music, theology

- Doctoral programs, law degrees, etc.
- Refresher courses to prepare for an examination required to obtain a professional license (such as the Professional Engineer, CPA, or State Bar) as well as the fees for the examination
- Courses that duplicate courses offered by the City of Fernandina Beach
- Courses or seminars awarding Continuing Education Units (CEUs)
- Microsoft and other software certification programs

Accredited schools are those that meet acceptable levels of educational quality and standards as set forth by one or more of the following agencies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Accrediting Commission for Senior Colleges and Universities
- Accrediting Commission for Community and Junior Colleges
- Any other accrediting organization belonging to the Council for Higher Education Accreditation

NOTE: Information on school accreditation is generally provided in the school catalogue.

The maximum amount available per employee for reimbursement in a calendar year is \$5,000. Eligible expenses are those actually paid by you and not otherwise paid or reimbursed by scholarship, grant, or other benefits for which you qualify (such as VA benefits) or refunded by the school. Consistent with IRS guidelines, expenses will count toward the annual maximum in the calendar year in which the payment is made, irrespective of when the expenses were incurred, or when the reimbursement application was submitted.

Eligible expenses are those paid for:

- Tuition
- Fees for application, registration, laboratory or library use
- Textbooks per course up to \$100

NOTE: Itemized receipts are required.

Expenses not eligible for reimbursement include:

- Parking fees
- Student Activity fees
- Deferral fees
- Late fees or service charges

Approval is required from your department head 30 days prior to enrollment in:

- A program to pursue an appropriate undergraduate or graduate degree; it is not

necessary to obtain subsequent approvals for classes associated with these programs

- Classes covered by this policy which are taken on an ad hoc basis, vocational courses, or GED preparatory classes

To receive reimbursement for a course, you must earn:

- At least a "B" (or "Pass" in a Pass/Fail grading system) in graduate courses
- At least a "C" (or "Pass" in a Pass/Fail grading system) in all other courses

You may be approved for reimbursement if any of the following prevent you from completing coursework:

- Personal illness/injury which causes sustained absence from class; must be documented by a letter from your physician and by withdrawal documentation from the school
- Military leave of absence; must be documented by your military orders and by withdrawal documentation from the school

NOTE: Expenses eligible for reimbursement in these situations are those actually paid by you minus any refunds made by the school or bookstore.

If you resign, retire, or are terminated before completing a course that was approved, you will not qualify for reimbursement. If an employee separates from employment with the City within two years of the last tuition reimbursement, the employee will be required to repay the tuition reimbursement on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the tuition reimbursement to determine the amount owed the City.

There may be tax implications with respect to graduate students, depending on the IRS guidelines and applicable withholdings that are in effect at the time of participation in the program. To determine if your reimbursement is taxable, complete the "Taxability Declaration - Graduate" form which is included with the application.

The Tuition Reimbursement Policy is designed to assist only employees. Dependents of employees are not eligible for assistance under this program.

It is your responsibility to comply with the terms of the policy and to track the amount(s) reimbursed. The City of Fernandina Beach has the right to audit expenses, require additional documentation, and discipline employees who violate the terms of this policy or otherwise abuse the program. The City of Fernandina Beach has the right to suspend or cancel this program or change the terms of the policy at any time.

If you have any other questions, contact the Human Resources Director. If you have not received reimbursement within 45 days of submission, contact the Finance department.

Procedure for Participating

Participation requires:

- An approved application prior to enrollment in a course or program
- Submission of application, receipts, and other required documentation to the Finance department within 90 days after course completion

To apply, follow these steps:

- (a) At least 30 days prior to enrolling in a course or program, obtain a City of Fernandina Beach Application for Tuition Reimbursement by contacting either your department head or Human Resources.
- (b) Complete all fields according to the instructions that come with the application and sign it.
- (c) Complete and sign the "Taxability Declaration - Graduate" form if you are taking a graduate course. (This form is included with the application).
- (d) Discuss your plans with your department head to ensure a mutual understanding of your plan and the terms of this policy.
- (e) Have your department head complete the section "Application Approved." Keep the original and offer a file copy to your department head.

To get reimbursed, follow these steps:

- (a) Finalize "Other Eligible Expense" on your approved application form; total expenses.
- (b) Attach the following paperwork to your approved application and Taxability Declaration form (where applicable):
 - Itemized receipts from all eligible expenses including tuition
 - Official documentation (transcript) from the school on your grade(s)
 - Other documentation as required (refer to the section "What if I can't complete a course due to circumstances beyond my control?")
- (c) Have your department head complete the section "Reimbursement Approved."
- (d) Within 90 days of course completion, submit the original application, Taxability Declaration form, your receipts, and documentation to:
City of Fernandina Beach, Human Resources Department
204 Ash Street, Fernandina Beach, FL 32034

Keep a file copy for yourself and offer one to your department head.

ARTICLE 20, SENIORITY

- 20.1 Definition: For the purpose of this Agreement "seniority" shall be defined as continuous service in the job classification and shall include any time spent in a higher rank when the employee returns, for any reason, to a previous and subordinate rank; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on the city payroll for at least thirty-one (31) calendar days following the separation.
- 20.2 Seniority Application: Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for seniority. The City and the CFPBA understand that there may be times when the needs of the Department will not permit such scheduling.

- 20.3 Vacation, Compensatory Time and Holiday Time: Where practicable, leave of sixty (60) continuous hours or more, or for holidays requested, shall be requested at least seven (7) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the agency from making reasonable accommodation for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays. During peak season from May 1 through Labor Day, patrol officers cannot exceed sixty (60) continuous hours of vacation, unless otherwise approved by the Chief of Police or his designee. Vacation time and compensatory time for employees in detective assignments will be approved at the discretion of the Investigative Bureau Captain subject to the ultimate approval of the Chief of Police or his designee.
- 20.4 Assignment Requests: A Patrol Division shift-pick will take place each year prior to the end of August and will be conducted based on department seniority. Patrol supervisors will select their shift and days off prior to patrol officers making their selection. Assignments agreed upon via the shift picks will be posted during the first week of September and put into effect at the start of the first pay period in October. Employees may request assignment to vacant shift positions at any time during the year and seniority shall be given weight when making personnel decisions.
- 20.5 Days Off: Provided operational needs have been met, seniority in rank will be considered in the granting of days off.
- 20.6 Layoffs: Employees shall be laid off, or "bumped downward" in accordance with seniority, on the job qualifications and all performance ratings on file as provided in the City retention list procedure, Department-wide. It is understood by the parties that probationary employees shall be laid off first.
- 20.7 Recall for Laid-Off Employees: Employees who are laid off shall be placed on a recall list for the period required by law. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or his designee with the latest mailing address. If an employee failed to respond in seven (7) days to a recall notice/his name shall be removed from the recall list.
- 20.8 Recall: Probationary employees in entry level positions are not entitled to provisions of this Article.

- 20.9 Acting Sergeant Position: When a sergeant is not available, any police officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee, will assume the responsibility of the Sergeant, and will be paid in accordance with Article 17.

ARTICLE 21, BULLETIN BOARDS

The City shall provide the CFPBA with a suitable bulletin board and the CFPBA agrees that it shall use it only for CFPBA business. Such notices shall not be of a controversial or political nature.

ARTICLE 22, UNIFORMS AND EQUIPMENT

- 22.1 The City agrees to provide new employees with uniforms, weapons, ammunition, leather goods, uniform shoes and other equipment as required. Each new officer will initially be supplied with five (5) complete uniforms. ~~Each year thereafter, each officer will be supplied with four (4) replacement uniforms.~~ Each year thereafter, each officer will be supplied with three (3) approved uniforms of the officer's choice.
- 22.2 The City will provide each detective with an annual clothing allowance of five hundred dollars (\$500) with which to purchase appropriate plain clothes to wear for court appearances. The City will replace each detective's blue uniform when deemed necessary by the Investigative Bureau Commander, but not more often than one (1) uniform annually. ~~Each detective will receive four (4) polo shirts and four (4) duty uniform pants annually for daily wear. The City will replace each detective's related equipment when deemed necessary by the Investigative Bureau Captain.~~ Each detective will receive an initial issue of four (4) polo shirts and four (4) duty uniform pants for daily wear. Each year thereafter a detective will receive a replacement of three (3) polo shirts and three (3) duty uniform pants for daily wear. The City will replace each detective's related equipment when deemed necessary by the Investigative Bureau Supervisor.
- 22.3 The City further agrees to pay for the cleaning of uniforms provided by the City at the rate of \$4.30 per uniform for one hundred seventy (170) complete uniforms annually.
- 22.4 Any uniform or related equipment other than leather gear, which is damaged or destroyed while an officer is acting in the performance of his official duties, shall be replaced by the City at no cost to the officer provided the same is not the result of his own negligence. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief. Related equipment shall also include watches provided that the damage is not the fault of the officer. The City will have the watch repaired or replaced, but in no event will the cost to the City exceed One Hundred Dollars (\$100.00).
- 22.5 The City will replace leather gear damaged while an employee, other than a detective, is acting in the performance of his official duties, and not the result of his own negligence.

Except in extraordinary circumstances, to be determined by the Chief, an employee's leather gear will not be replaced more than once every three (3) years.

- 22.6 Any non-uniform clothing damaged or destroyed during duty hours while an employee is acting in the performance of his official duties shall be repaired or replaced, whichever is the lesser cost of the two (2), by the City. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief of Police.
- 22.7 Employees who are covered by this Agreement while engaged in the performance of their duties who shall have damaged or broken their prescription glasses, contacts, false teeth or partial plates as a result of such activity, shall have the same repaired or replaced, whichever is the lesser cost of the two, by the City. However, such damage shall not be the result of normal wear and tear, negligence or misuse on the part of the employee or his failure to use proper eye protection equipment, where provided by the City. Payment for repaired or replaced prescription eyeglasses/contacts or false teeth or partial plates shall occur only when promptly reported to the City. The City shall duly certify the event that created the damaged or broken prescription eyeglasses/contacts or false teeth or partial plates and such shall accompany any request for payment under the above Section.
- 22.8 The above provisions for payment will be waived if the payments to repair or replace the above-referenced damaged items would be covered under Workers' Compensation.

ARTICLE 23, SEVERABILITY

Any portion of this Agreement which may be judicially determined to be in conflict with any law shall be deemed null and void and subject to renegotiation, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 24, RESIDENCY

All persons hired or transferred into positions within the Police Department shall reside within forty (40) ~~road~~ miles from the City limits as a condition of employment. Any person so hired or transferred and who resides beyond said area shall be allowed a period of ninety (90) days from the expiration of the initial probationary period to relocate their place of residence to within said area. Failure to relocate within such time period shall be cause for termination of employment. Such termination shall be implemented except in any case whereby an extension of a ninety (90) day period is granted by action of the Police Chief.

ARTICLE 25, ASSIGNED VEHICLES

- 25.1 The City will continue the assigned vehicle program. All employees covered by this Agreement will be covered by the assigned vehicle program. Each employee assigned a vehicle shall be responsible for securing routine service and maintenance on his off-duty

time, along with the responsibility to maintain said vehicle in a clean and presentable appearance at all times.

- 25.2 Use of assigned vehicles during off-duty time by employees currently residing off the island shall be limited to between place of residence and the City limits of Fernandina Beach. Such use is limited to employees residing no more than ~~twenty (20) road miles~~ thirty (30) road miles from Amelia Island. Personal use of assigned vehicles shall be governed by departmental policy, except that employees may use assigned vehicles to attend training required by the City. An employee attending courses in pursuit of an associate's degree or higher, may use his or her assigned vehicle to attend such courses in Nassau County only, unless authorized by the Chief of Police.

ARTICLE 26, EMERGENCY PROVISIONS

Any benefits in this Agreement pertaining to work hours, shifts, or personnel assignments may be suspended temporarily by the City where an emergency exists. The City shall have the sole power to determine where an emergency exists and whether benefits will be suspended. Actual time worked under a declared emergency will be handled in accordance with the provisions of the Fair Labor Standards Act. Examples of pending events which may be declared as emergency would be hurricanes, other natural disasters, riots, civil disorders, etc.

ARTICLE 27 (RESERVED FOR FUTURE USE)

ARTICLE 28, PROMOTIONS

~~The pay of an employee promoted to a higher grade in the pay schedule will be advanced by a factor of ten (10) percent from the hourly rate received immediately prior to promotion. Promotional criteria will be laid out in the policies of the Fernandina Beach Police Department and will be implemented subject to ratification by the CFPBA. Promotional criteria can change from time to time as long as it is ratified by the CFPBA. A newly promoted employee's probationary period shall be for a period of ninety (90) work days from the effective date of the promotion. This period is equivalent to approximately six (6) months. For the purpose of this article, leave days of any type will not be considered a work day.~~

28.1 Effective October 1, 2020, the City agrees to create the position of police corporal which will serve to assist a sergeant in Patrol or Investigations. The pay of a police officer promoted to a police corporal will receive an hourly base pay increase of 5%. The pay for a police corporal promoted to a police sergeant will receive an hourly base pay increase of 7.5%.

28.2 Police officers will be eligible to promote to police corporal and only police corporals will be eligible to promote to police sergeant. All other promotional criteria will be laid out in the policies of the Fernandina Beach Police Department and will be implemented subject to ratification by the CFPBA. Promotional criteria can change from time to time as long as it is ratified by the CFPBA.

Note: If a sergeant position comes open prior to October 2020, then police officers will be eligible to promote to a police sergeant position.

28.3 A newly promoted employee's probationary period shall be for a period of ninety (90) work days from the effective date of the promotion. This period is equivalent to approximately six (6) months. For the purpose of this article, leave days of any type will not be considered a work day.

ARTICLE 29, OFF-DUTY EMPLOYMENT

All off-duty employment requests must be submitted for approval by the Chief of Police or his designee on an annual basis. In an off-duty law enforcement employment situation when a Police Officer is employed by a private agency, Workers' Compensation will only take effect when the Police Officer is working in the course and scope of police-related work. The parties agree that no request shall be unreasonably denied.

Any other claims arising out of any other situations in those off-duty employment situations will be covered by the private employing agency under the private agency's Workers' Compensation Plan.

ARTICLE 30, LABOR MANAGEMENT COMMITTEE

- 30.1 There shall be a Labor Management Committee established to consist of the Police Chief, and one member appointed by the Chief, the Union representative, and one member appointed by the Union representative. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department and make recommendations to the Chief concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place, and date set by the Chief. Recommendations of the committee will be advisory in nature only.
- 30.2 The Chief agrees that if the Union representative, while on duty, desires to appear before a scheduled Commission meeting, at which discussions concerning terms or conditions of employment or contract negotiations which affect Bargaining Unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or his designated representative. In no case will premium pay be granted for attendance as described above. Any time required for such attendance shall be deducted from the time pool.

ARTICLE 31, DURATION, MODIFICATION AND RENEGOTIATION

The Articles of this Agreement shall be in full force and effect as of the 1st day of October, ~~2016~~ 2019 and shall remain in full force and effect until the last day of September, ~~2019~~ 2022, and thereafter from year to year unless notice is given in writing by either party to the other at least ninety (90) days prior to the expiration date or any anniversary thereafter of intent to modify or change this Agreement.

SIGNATURE PAGE

CHIEF OF POLICE

CITY MANAGER

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

CITY CLERK

CITY ATTORNEY

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATED, INCORPORATED

AUTHORIZED REPRESENTATIVE

ATTEST:

Appendix "A"

GRIEVANCE FORM

Employee Name: _____ Date: _____

Supervisor: _____

Article/Section of Agreement at issue: _____

Date that grievance arose: _____

Nature of the grievance: _____

Relief sought: _____

Employee signature

Union representative

Name of City representative receiving grievance _____

Date of receipt of grievance by City representative _____



Collective Bargaining Agreement

Between the City of Fernandina Beach and the
Coastal Florida Police Benevolent Association

Effective October 1, 2019 through September 30, 2022

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PREAMBLE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning wages, hours of employment, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety and tranquility of the public and both parties hereto recognize the need for their pledge and support to the continuous and reliable services to the public.

ARTICLE 1, RECOGNITION

The City of Fernandina Beach, hereinafter referred to as the "City," pursuant to Florida State Statutes, Chapter 447, and in accordance with the Florida Public Employees Relations Commission Unit Certification No. 720, agrees to recognize the Coastal Florida Police Benevolent Association, Inc., hereinafter referred to as the "CFPBA" as the sole and exclusive Bargaining Agent for all sworn police officers, through the rank of sergeant for the purpose of collective bargaining in the determination of wages, hours and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented.

ARTICLE 2, MANAGEMENT RIGHTS

- 2.1 Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employees and promotions and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, City Manager, Police Chief or their authorized designees; to determine, in the sole discretion of the Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, hurricanes or other catastrophes; and, to carry out the mission of the City; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

- 2.2 The City has the exclusive right to schedule overtime work as required in the manner most advantageous to the City, consistent with the applicable provisions of this Agreement.
- 2.3 The CFPBA recognizes the exclusive right of the Chief to establish departmental rules and procedure. However, in all cases where practical, major changes in departmental rules and procedures will be supplied to officials of the CFPBA for comments and suggestions prior to implementation.
- 2.4 A police officer's probationary period shall be for a period of two hundred and seventy five (275) work days from the first day of a full time status. This period is equivalent to approximately eighteen (18) months. For the purpose of this article, leave days of any type will not be considered a work day. The probationary employee can be disciplined or discharged at any time without cause.

ARTICLE 3, REPRESENTATIVES OF THE CFPBA

The CFPBA shall be represented by its local officials as designated in writing to the City. In any matter between the City and the CFPBA an alternate may be selected from the CFPBA with a letter of authorization from the trustees.

ARTICLE 4, REPRESENTATIVES OF THE CITY

The City shall be represented by its city manager or his designees, whose name shall be submitted to the CFPBA representatives.

ARTICLE 5, NO DISCRIMINATION

No employee covered by this Agreement will be discriminated against because of age, race, color, creed, religion, sex, national origin, membership or non-membership in the CFPBA, marital status or physical handicap. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 6, GRIEVANCE PROCEDURE

In order to provide for harmonious working relationships between the parties and to provide the expeditious resolution of misunderstandings or grievances, the parties agree to the following procedure. Both parties agree to encourage the informal resolution of workplace issues. A grievance shall be defined as any dispute that a member of the bargaining unit or the CFPBA may have arising out of the interpretation or application of this Agreement. The times indicated on all steps may be extended by mutual written agreement, but both parties agree to resolve grievances or move the process forward without undue delay. During each step of the grievance procedure the effected employee (grievant) may have a CFPBA representative present or if not a member of the CFPBA a representative of his choice.

Step 1: The grievant shall discuss the issue with the appropriate bureau commander within the chain of command ten (10) business days of the occurrence giving rise to the potential grievance. The bureau commander shall attempt to resolve the issue within ten (10) business days of the discussion.

Step 2: If the issue has not been satisfactorily resolved, the employee, or the CFPBA representative, shall present a formal grievance in writing to the Chief of Police within ten (10) business days of the receipt of the bureau commander's response as set forth in Step 1. The Chief shall meet with the employee and his CFPBA representative within ten (10) business days of receiving the grievance. The Chief will respond, in writing, within ten (10) business days of his meeting with the grievant and/or their CFPBA representative.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the employee and/or their CFPBA representative shall present the written grievance, along with the written responses issued in Step 2, to the City Manager, within ten (10) business days of his receipt of the response due in Step 2. The City Manager shall meet with the employee and/or their CFPBA representative within ten (10) business days of receiving the grievance. The City Manager will respond in writing to the employee and the CFPBA within ten (10) business days from the date of the meeting with the grievant and/or their CFPBA representative.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the CFPBA may request that the grievance be submitted to an impartial Arbitrator for his final and binding decision. Within thirty (30) calendar days from the receipt of the City Manager's response in Step 3, only the CFPBA may request of the City, that an Arbitrator be mutually selected. The parties shall request a list of five (5) Arbitrators to be submitted by the Federal Mediation Conciliation Service and shall attempt to agree on one Arbitrator. Within fifteen (15) days of receiving the list of Arbitrators, the Arbitrator shall be selected. If no agreement is reached, the Arbitrator shall be selected by the CFPBA striking a name from the list with the City striking next, until only one name remains. Arbitration should commence within ninety (90) days or within a reasonable time of the selection of the Arbitrator. The Arbitrator shall stay within the scope and terms of this Agreement. He/she shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any Amendment thereto, nor shall he have the authority to supersede any applicable laws in resolving the grievance. The losing party shall bear the expense of the Arbitrator, with each party bearing the expense of its own representatives. The party requesting a transcript of the hearing will bear the cost of the transcription. Copies of the Arbitration award shall be furnished to both parties within thirty (30) days of the hearing and the award shall be final and binding on both parties.

Parties agree to oral closing arguments in lieu of written briefs.

Rules of Grievance Processing

It is agreed:

- (a) A grievance must be brought forward as soon as it might reasonably have become known to exist, not to exceed the ten (10) business day notification period as outlined in Step 1 of the grievance procedure.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that Step.
- (c) A grievance presented at Step 2 and above shall be dated and signed by either the aggrieved employee or the CFPBA representative presenting it. A decision rendered shall be written to the aggrieved employee and the CFPBA representative, and shall be dated and signed by the City representative at that Step.
- (d) When a written grievance is presented, the City representative shall acknowledge receipt of it and the date thereof in writing.
- (e) A grievance not advanced to the higher Step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the City representative to answer within the time limit set forth in any Step will entitle the employee to proceed to the next Step.
- (f) When a grievance is reduced to writing it shall be set forth in the space provided on the approved grievance form. A copy of the form is attached as Appendix A
- (g) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the effective date of signing of the Agreement.
- (h) A class action grievance may be filed on behalf of two (2) or more members by the CFPBA and shall follow the procedures as set forth in this Article.

ARTICLE 7, UNION SECURITY

- 7.1 The CFPBA unit representative, or in his absence, his designee, who shall be a member of the CFPBA, shall be granted time off by his supervisor or his designee to conduct CFPBA business that concerns the City which can only be conducted during working hours, provided a written request is submitted prior to the time off period and such absence would not unduly hamper the operations of where such officer is employed. In emergencies, the request may be submitted orally and later confirmed in writing.
- 7.2 Any time during the fiscal year a bargaining unit member may voluntarily donate no less than two (2) hours nor more than twenty-four (24) hours of leave time to a Time Pool to be used by city employees designated by CFPBA for union business and designated union activities such as negotiation of Union Contracts, grievance handling, attendance at union functions, seminars, conferences, symposia, required meetings including city and county, but not to include political events which might create the perception of endorsement of a political candidate.
- 7.3 A representative of the union desiring to be away from work on official Union business shall submit a Time Bank request at least five (5) days prior to the date of such meeting to the employee's immediate supervisor and such request shall not be unreasonably denied. In the event there is insufficient time to provide the five (5) day notice because of an unknown situation such as attend a grievance or pending meeting then the

representative will make every reasonable effort to notify his/her supervisor as soon as they are made aware of that required attendance.

- 7.4 Donations of Time shall be authorized by the employee and receipt of such donation shall be noted back to the employee and the Chief of Police by the Human Resources Department. An accurate record of Time Pool hours accumulated and used shall be kept by both the Human Resources Department and Union.

ARTICLE 8, DUES DEDUCTION

Upon receipt of a written authorization from an employee covered by this Agreement, the City agrees to deduct dues and assessments in an amount certified by the CFPBA from the pay of the employee so authorizing. The City will remit to the CFPBA such sums within ten (10) days. Changes in the membership dues or assessment rates will be certified to the City in writing over the signature of the President of the CFPBA and shall be furnished to the City at least thirty (30) days in advance of the effective date of such change. The City's remittance will be deemed correct if the CFPBA does not give written notice to the City within two (2) calendar weeks after a remittance is received of its belief that the remittance is incorrect, with reason(s) stated thereof.

ARTICLE 9, DISCIPLINE

- 9.1 Discipline and Appeals: The City reserves the right to discipline its non-probationary employees for just cause including suspension, demotion or dismissal.
- 9.2 Rights of Law Enforcement Officers While under Investigation: Whenever a Police Officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion or dismissal, Florida Statutes 112.531-112.534 apply; and such interrogation shall be conducted under the following conditions:
- (a) The interrogation or interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
 - (b) The interrogation or interview shall take place either at the office of Internal Investigations or at the office of the police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
 - (c) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation or interview. All questions directed to the officer under interrogation or interview shall be asked by and through one (1) interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
 - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation or interview and shall be informed of the

- name of all complainants. Should the charges not be substantiated the aggrieved officer will be informed in writing by the Chief of Police or his designee.
- (e) Interrogating sessions or interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - (f) The law enforcement officer under interrogation or interview shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
 - (g) The entire interrogation or interview of a law enforcement officer by the Internal Investigation Section, including the times of all recess periods, shall be *recorded and there shall be no unrecorded questions or statements.
 - (h) If the law enforcement officer under interrogation or interview is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he shall be completely informed of all rights, prior to the commencement of the interrogation or interview.
 - (i) At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation or interview whenever the interrogation or interview relates to the officer's continued fitness for law enforcement duty or employment.
 - (j) No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.
 - (k) A complaint filed against a law enforcement officer with a law enforcement agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either: (1) Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or (2) Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
 - (l) The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

** Recorded shall mean any one or more of the following: taking of statement by audio tape recorder or by a court stenographer. Under no circumstances shall this Article conflict with the requirements of State law*

ARTICLE 10, OFFICIAL DUTIES

No employee shall refuse to perform any official police act as ordered by a supervisor or required by State, County or Municipal law. No employee shall be required to perform any act or function which is outside the scope of a police officer's function or not generally considered to be a bona fide police function. The duty of a police officer shall be as presently set forth or as amended in the rules and regulations of the City of Fernandina Beach, Florida, and/or the Fernandina Beach Police Department Policy Manual.

ARTICLE 11, LIABILITY

No employee shall be held liable financially for any equipment which is lost, stolen, damaged, destroyed, or otherwise rendered unusable unless the employee exhibited negligence or malicious intent with each instance of negligence or malicious intent being decided on its own merit.

ARTICLE 12, SAFETY AND HEALTH

- 12.1 No employee shall be required to operate a vehicle which is demonstrably shown to be defective or unsafe. Each marked police car shall be equipped with the necessary equipment to permit the employee to perform his/her duties. Such equipment may include, but not be limited to, emergency lights, sirens, long gun and case or rack, and rear seat prisoner cage. Every reasonable effort will be made to ensure each marked police car has a working MDT and In Car Video System.
- 12.2 Because the City and the Union are committed to providing a safe and healthy workplace, a Safety Committee made up of management and labor exists in an advisory capacity. The Safety Committee recommends improvements to workplace safety and health and identifies corrective measures needed to minimize safety and health hazards. A police officer will serve on the Safety Committee as a representative of the CFPBA bargaining unit and attend regular monthly meetings.

ARTICLE 13, WORKWEEK

- 13.1 The work period for employees shall be fourteen (14) consecutive days and the regular work schedule during that period shall consist of eighty four (84) hours. If calls for service permit, employees may take a one (1) hour meal break which shall be included as hours worked, however employees shall monitor their communications device(s) in the event that they are required to respond to provide police services.
- 13.2 Employees may attend training classes as approved and determined as necessary through the Department. Hours spent attending an approved training class will be counted as hours worked and the employee's schedule will be adjusted so that he/she works eighty four (84) hours within the fourteen (14) day work schedule. If staffing levels prohibit the adjustment of hours, employees will be compensated for training time attended as agreed upon in Article 14, Section 1 (14.1).

- 13.3 As required by assignment, employees may be required to report five (5) minutes early for assignment and orientation.
- 13.4 As the primary schedule, detectives assigned to the investigative function, will be assigned to work a 10.5 hour day, either Monday to Thursday or Tuesday to Friday.

ARTICLE 14, HOURS OF WORK; OVERTIME; COMPENSATORY TIME

- 14.1 Any time worked in excess of eighty four (84) hours in a scheduled work cycle of fourteen (14) days shall be compensated at the rate of one and one-half (1½) times the employee's normal hourly rate of pay. Such overtime compensation will be in the form of pay unless compensatory time is requested in writing by the employee. Overtime shall be paid bi-weekly based on the actual total work cycle hours. Approval of overtime and/or requests for compensatory time will be in accordance with departmental policy. Personnel schedules shall not be altered solely to avoid overtime pay, unless the employee affected has at least twenty-four (24) hours' notice of the shift change.

For the purposes of computing overtime, Annual Leave, Personal Time Off, Sick Leave or taking a Holiday off will not be considered hours worked. Compensatory Leave shall be considered as hours worked.

- 14.2 Employees required to attend court or another official proceeding as a result of their official duties during off duty hours, shall be compensated at the rate of one and one-half (1½) times their normal rate of pay or if requested the equivalent amount of compensatory time. Employee's will be compensated a minimum of three (3) hours for each appearance within a single day as long as multiple appearances are three hours or more apart. For multiple appearances that are less than three hours apart the calculation of time will start with the first appearance and end with the completion of the last appearance. If the aggregate time of the multiple appearances is less than three (3) hours, the employee shall receive a three (3) hour minimum. Employees assigned to the day shift will agree to make every reasonable effort to obtain warrants, file felony cases or initiate any other court related functions while on duty, as staffing levels permit. If circumstances prohibit completing these tasks while on duty, prior approval for overtime must be obtained as established by Department policy.
- 14.3 An employee may elect to receive compensatory leave time in lieu of pay, where applicable in this Agreement, up to a maximum accumulation of two hundred (200) hours. The Chief of the Department or his/her designee will notify employees who obtain a compensatory leave balance of in excess of one hundred and seventy six (176) hours and request that the employee take sufficient leave to reduce their compensatory leave account below one hundred and seventy six (176) hours. If sufficient compensatory leave is not scheduled by the employee,

the Chief of the Department or his/her designee may require the employee to take compensatory leave in increments equal to a regular work day to reduce the employee's compensatory leave balance below one hundred and seventy six (176) hours. Such notice of required leave will be made at least five (5) days in advance. If for reasons beyond the control of the Chief of the Department or the employee cause the employee's compensatory leave balance to exceed two hundred (200) hours, all hours in excess of the maximum shall be in the form of pay. An employee wishing to take compensatory leave time shall request such through his/her supervisor. The supervisor shall approve any such request as long as minimum staffing levels are met. An employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. Employees may elect to sell back up to seventy five (75) hours of compensatory time each year. Request for sell back must be made during the month of November and payout will be made on the pay period before Christmas of that year.

- 14.4 Qualified Field Training Officers holding the rank of police officer or police corporal will be selected by the Chief of the Department or his/her designee to train new police officers. Each Field Training Officer's performance and current training will be reviewed annually. Officers are expected to maintain current educational and training standards that qualify them to be a Field Training Officer. For each work hour that a Field Training Officer is assigned to train a new police officer, the Field Training Officer shall be compensated ten percent (10%) above their base pay.

If a qualified police officer is available to perform Field Training duties, then the police officer will be assigned over a police corporal.

A Field Training Coordinator holding the rank of Police Corporal or Police Sergeant will be selected by the Chief of the Department. The Field Training Coordinator will assign recruits to Field Training Officers, coordinate all Field Training documentation and liaison with the Chief of Police concerning Field Training issues. The Field Training Coordinator will also be expected to maintain current educational and training standards of a Field Training Officer. The Field Training Coordinator will be compensated an additional five percent (5%) annually of his/her base salary.

Article 14.4 will take effect 10-01-2020.

- 14.5 Any employee whose primary shift assignment starts at or after 1400 will receive an additional two (2%) differential pay above their normal base salary. Primary shift in this section applies to employees who have a regularly scheduled shift that starts at or after 1400 and not an occasional shift adjustment or the occasion of working overtime on another shift.

ARTICLE 15, RECALL, STANDBY AND ON-CALL TIME

15.1 Any employee who is required to report back to work or perform any official police related function that requires travel to a specific location after having completed his normal tour of duty and after having left work for at least one (1) hour or prior to one (1) hour before starting his normal tour of duty, shall be paid at the rate of one and one-half (1 ½) times his normal hourly rate of pay or compensatory time for the actual time spent performing such function. Such compensation shall not be less than three (3) hours, unless the employee is ordered to report back to work to complete police related functions that should have been completed prior to leaving work at the end of their shift.

15.2 Any Officer who is scheduled by or called in by a Bureau Commander or his/her designee to work during their regularly scheduled time off to fill a patrol officer vacancy shall be considered to be in a Call Back status and be compensated at one and one half (1 1/2) the rate of pay for the hours worked.

This article shall not apply an employee who stays over their normal shift hours to complete a previously assigned call for service. In such instances the employee will be covered by Article 14.1 of this agreement.

15.3 An emergency standby assignment is made when an employee is notified by a supervisor or designee that they must be ready to be called to work in an urgent situation during their off-duty time. The employee will then be required to remain available via telephone and be available to report to duty within one (1) hour when notified. If an employee has not been contacted within six (6) hours after being placed on emergency standby, that employee will no longer be obligated to be prepared to report for duty.

For each hour an employee is in an emergency standby status they will be compensated at the rate of one half (½) of their normal pay.

Once an employee on an emergency standby status is contacted and ordered to report for duty, that employee will be considered in a Call Back status and compensated at a rate of time and one half (1 ½) from that point forward and for each hour worked.

If “non-essential” or “non-critical” City employees are ordered not to report to work due to some level of emergency or weather related incident, then those employees required to work their regular schedule will be compensated at time and one half for each hour worked. Employees also have the option of earning compensatory leave time in lieu of cash overtime.

15.4 Detectives are required to serve on-call as follows: An on-call schedule will be posted at the first of each month, indicating the week which that detective will be on call. Each detective will have access to said schedule. It will be the responsibility of the supervisor of the Detective Division or his appointee to ensure this is accomplished. Detective

While a detective is on-call, he/she will remain in contact with police headquarters via telephone or radio.

Detectives on-call will arrive at the assigned location no later than one (1) hour after notification. Actual distance restraints are the discretion of the detective as to allow for the one (1) hour response. When practical, the detective will arrive at the scene as soon as possible, with one (1) hour being the maximum allowable response time.

If the detective cannot respond within the one (1) hour response time, he is to notify the head of the Detective Division, prior to being called, who will make every effort to reassign the on-call status to another detective or fill this requirement himself. It is understood that this accommodation will not be abused by the detectives.

Detectives will not allow themselves to become impaired while on-call status is in effect for them. This is not limited to alcohol, but also prescription medication. If the use of prescription medication is unavoidable, and the detective feels his faculties have or will be impaired, he is to contact his immediate supervisor, or assistant supervisor.

If a detective will be out of response range, or out of contact, during his/her on-call time, the detective will contact his/her immediate supervisor, or failing this, the assistant supervisor. It will be the responsibility of the on-call detective to make these arrangements, and to notify police dispatch of the change.

Detectives are encouraged to adhere to the normal dress code in effect for investigators when called out, but this is many times impractical. However, no shorts, tank tops, or bathing apparel will be worn to a call-out, or other clothing items which would obviously bring discredit or embarrassment to the Department.

A detective placed in an on-call status will be paid for two (2) hours at the rate of time and one-half (1 ½) their established rate of pay each day for the week in which the employee is on-call. The two (2) hours will cover the first physical response to a location within a 24 hour on call period. If the first response takes longer than two (2) hours then the total hours will be paid at the overtime rate.

Subsequent call outs within a 24 hour on call period will be considered as "call back" and compensated at a rate of time and one half (1 ½) with a three (3) hour minimum.

Issues handled over the telephone, radio, computer or other such device that do not require a physical response will be conducted in consideration for the two (2) hours of on call pay that is received for being in an on call status. However, if the two hours is used on a physical call out, then time spent addressing such issues electronically will be credited as compensatory time.

16, LEAVES

16.1 Holidays:

The following days shall be considered to be holidays, entitling employees to have the day off with pay or if required to work, in addition to the regular holiday pay the employee shall be compensated at the rate of one and one-half (1 1/2) times his normal hourly wage for the hours worked, except that this compensation will be at double (two times) his or her normal rate for Christmas Day only. Compensatory time in lieu of holiday pay may be granted if mutually agreed upon by the employee and the Chief of the Department. If a holiday falls on an employee's assigned day off he shall receive twelve (12) hours (or the number of hours as consistent with the work schedule for the job) pay or compensatory time at his normal hourly rate of pay. If a holiday falls during an employee's vacation, he/she will not be charged any leave time for that day and paid for the normal shift as holiday pay.

For the purpose of this Article, holidays shall be:

New Year's Day
Martin Luther King, Jr.'s Birthday
Good Friday
Memorial Day
Independence Day
Veteran's Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day

The City agrees to recognize May 15th of each year as Police Memorial Day. In place of monetary compensation, on May 15th members covered by this agreement will be credited a compensatory holiday for the number of hours they work as part of their regular schedule. This compensatory holiday must be utilized between the dates of May 15th and September 30th, with no provisions for carry over. This compensatory holiday will not be extended to members who are not scheduled to work on May 15th.

16.2 Sick Leave:

- (a) Employees not on the Personal Time Off (PTO) plan shall earn sick leave at the rate of three (3) hours per week while in a paid status. Sick leave hours may be accumulated by the employee to a maximum of one thousand, four hundred (1,400) hours as provided herein. Sick leave may be used by the employees for illnesses or injuries suffered by members of the employee's immediate family, including spouse, children, parents or grandparents provided an attending physician will certify to the necessity of the employee being absent from work due to such illness or injury suffered by the employee's family if he is called upon to do so. It is understood that any absence under

this Section shall be necessitated by the requirement of the employee to attend to the ill family member. Any employee having a FMLA qualifying event can choose to start on FMLA or use sick time (if applicable); they do not have to run congruent.

- (b) The City, at its discretion, may require an employee to present a doctor's certificate stating that the employee was unable to work before sick leave pay will be allowed.
- (c) Any employee who has not incurred use of sick leave time within the previous fiscal year will be awarded one (1) day of personal leave time which may be utilized in the same manner as a vacation day during the year except that it may not be carried forward.

Any employee will be allowed up to three (3) personal days per year using accrued sick leave.

- (d) To be eligible for sick leave the employee shall call in at least fifteen (15) minutes prior to the start of the employee's shift starting time, unless extenuating circumstances prohibit. An employee is also eligible for sick leave if he/she becomes ill after arriving at their assignment.
- (e) Sick leave time shall be considered as time worked in computing the number of hours worked in any one year for calculating vacation, sick leave and pension benefits.
- (f) This Article shall not apply where Workers' Compensation Insurance is applicable.
- (g) The City has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification.
- (h) Sick leave payment and sellback will cease effective May 31, 2022. For sick leave accrued prior to May 31, 2022, any employee who has a sick leave balance may elect to sell back any amount up to a maximum of 300 hours of accumulated sick leave hours per year.

The payment of the accumulated sick leave will be based on the value of the sick leave (base pay and any added differentials) effective May 31, 2020 and shall be paid in three payments in June 2020, June 2021 and June 2022. If an employee separates from service with the City by retiring prior to May 31, 2022 that employee shall be eligible to sell back 300 hours of sick leave calculated on the value effective May 31, 2020, in so long that a payment for that fiscal year has not already been made for sick leave sell back.

An employee may opt to retain any balance of sick leave accumulated prior to May 31, 2022 for use as identified in this article. Any sick leave so retained and all sick leave earned after May 31, 2022 shall not be eligible for payment or sell back.

16.3 Line of Duty Illness, Injury or Death:

Any employee who becomes temporarily disabled due to an injury or illness sustained in the course of his employment, shall receive the amount to which he is entitled under the Workers' Compensation Law, with the City paying to the employee the difference between the Workers' Compensation Benefit and the employee's normal wages. This coverage shall continue until the employee is medically determined to be fit for duty or has been retired. An employee who is temporarily disabled shall still be considered an active duty employee for purposes of benefits other than compensation, promotion, sick leave or vacation.

- (a) The City shall have the right to determine whether or not an employee should be carried at the level provided above for more than twenty-six (26) weeks. During the twenty-sixth (26) week, or as soon thereafter as practical, the employee shall be medically examined to determine whether he or she has reached maximum medical improvement. If the employee has reached maximum medical improvement, his or her right to compensation shall be governed by the Workers' Compensation Law, the employees' disability/pension rights, and other benefits to which the employee may be entitled under this contract.
- (b) If the employee has not reached maximum medical improvement, the employee shall be medically examined to determine whether the employee's injury is of a nature which prevents their return to duty as a police officer.
- (c) If the injury is medically determined not to be of the nature that would prevent the injured employee's return to duty; the employee should be carried at the level provided above and re-evaluated medically at thirty-nine (39) weeks and fifty- two (52) weeks. The City shall have the right to determine whether or not an employee should be carried in the above status for more than fifty-two (52) weeks.
- (d) The City shall not abridge the right of an employee to meet with the Employee Safety Committee or City Pension Board.
- (e) If a former employee who has been disabled is subsequently able to return to full active duty, that former employee, if currently qualified as a law enforcement officer, will be reinstated when a vacancy occurs at a pay grade equivalent to the pay grade that the employee had obtained when medically retired. If the former employee is not currently certified, he or she will be allowed six (6) months to meet current certification requirements.
- (f) Employees will not be allowed to stack benefits under this Article.
- (g) Dependent children or spouse of any employee killed in the line of duty shall receive monthly payments for a six (6) month period amounting to the normal salary of the deceased employee for the said six (6) month period.

16.4 Vacation:

Employees shall accrue vacation leave in the following manner:

Years of Service	Vacation Hours
After 1 year	54 hours
After 2 years, but less than 5 years	108 hours
After 5 years, but less than 10 years	162 hours
After 10 years, but less than 15 years	216 hours
After 15 years	270 hours

Employees shall have the right to select their vacation period in accordance with seniority, provided it does not interfere with the City's operation. Vacation pay shall be based upon the employee's salary at the time the vacation is taken. All unused vacation shall be paid upon the employee's termination (not for cause) or retirement at the current rate of pay.

16.5 Paid Time Off (PTO)

Any employee in the bargaining unit hired on or after October 1, 2013 shall be entitled to Paid Time Off (PTO) and shall not be eligible for vacation time or sick leave.

Employees shall accrue PTO leave as follows:

Years of Service	PTO Hours
Less than 1 year	120 hours
After 1 years, but less than 5 years	192 hours
After 5 years, but less than 10 years	216 hours
After 10 years, but less than 15 years	228 hours
15 years plus	288 hours

Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken. Employees will be eligible to use PTO as accrued. The use of PTO requires a minimum of 72 hours' notice for management's consideration of approval. Employees can have up to four occurrences each year with minimal notice (15 minutes prior to the start of the shift).

Employees may carry forward unused PTO up to a maximum of 1200 hours. There are no provisions for any type of sell back of PTO leave during employment or upon termination.

Any employee in the bargaining unit hired prior to October 1, 2013 has the option to convert to the Paid Time Off plan during annual open enrollment. Upon conversion, the employee's existing vacation leave balance is transferred to the paid time off account.

The employee's existing sick leave balance shall remain in the employee's sick leave accrual bank. Employees are allowed to use this sick leave time as outlined in Section 2, Sick Leave.

16.6 Military Leave:

Both parties agree to comply with Federal law in regard to military leave.

16.7 Bereavement Leave:

An employee will be granted up to three (3) days off with pay if any member of his immediate family dies. Immediate family shall be defined as: spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister, grandparents, stepmother or stepfather. Upon the employee's written request, more than three (3) days leave may be granted, but only three (3) days will be paid days off. However, for the death of a spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother or sister that requires out-of-state travel, two (2) additional days will be allowed with pay. No payment shall be made where no scheduled work time is lost. On written request the days off may be changed by the City.

ARTICLE 17, WAGES

17.1 Detectives within the Investigations Bureau assigned to the investigative function or as the primary crime scene investigator will receive an additional six (6%) differential pay above their normal base salary.

17.2 When a corporal and a sergeant are not on duty, any police officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee will assume the responsibility of the shift supervisor. Police Officers who are required to work in a higher classification, i.e. police officer acting as a sergeant, shall be compensated at the rate of five (5) percent above that normally earned by the employee being elevated. This shall only apply to a member of the Investigations Bureau if they formally supervise an investigative function in the absence of a corporal and a sergeant and a higher ranking member of the Bureau is not present.

17.3 Annual pay increases, effective October 1, 2019, will be based on a performance evaluation merit pay system. The amount of the pay increase will be based upon the performance rating points assigned by the employee's supervisor utilizing the current evaluation system that was approved by the bargaining unit during the 2013 negotiations process. Any changes to the evaluation system must be mutually agreed upon by the City and the Bargaining Unit.

Pay increases will be awarded to Police Officers based on the below listed point schedule:

0% for a point value of 14 to 41 which represents an overall performance of "Does Not Meet Expectations" or "Marginal – Needs Improvement".

3% for a point value of 42 to 46 or 4% for a point value of 47 to 50 which represents an overall performance of “Meets Expectations – Average”.

5% for a point value of 51 to 54 or 5.5% for a point value of 55 to 58 which represents an overall performance of “Exceeds Expectations- Above Average”.

6% for a point value of 59 to 70 which represents an overall performance of “Far Exceeds Expectations – Exemplary”.

Pay increases will be awarded to Police Sergeants based on the below listed point schedule:

0% for a point value of 28 to 82 which represents an overall performance of “Does Not Meet Expectations” or “Marginal – Needs Improvement”.

3% for a point value of 83 to 92 or 4% for a point value of 93 to 100 which represents an overall performance of “Meets Expectations – Average”.

5% for a point value of 101 to 108 or 5.5% for a point value of 109 to 116 which represents an overall performance of “Exceeds Expectations- Above Average”.

6% for a point value of 117 to 140 which represents an overall performance of “Far Exceeds Expectations – Exemplary”.

Police Officers and Police Corporals will receive a pay increase in the amount of 5% of their base pay effective October 1, 2020 and October 1, 2021.

Police Sergeants will receive a pay increase in the amount of 7.5% of their base pay effective October 1, 2020.

Police Sergeants will receive a pay increase in the amount of 5% of their base pay effective October 1, 2021.

An employee who fails to achieve a satisfactory rating on their performance review may be placed in a 90-day performance improvement period (PIP) and will not be eligible for a pay increase. Following completion of the 90-day PIP, the employee will be further evaluated and if they have achieved a satisfactory level of performance they will at that time receive a pay increase.

Supervisors and Officers are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. This provides both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The minimum starting pay for a newly hired Police Officer will increase in the amount of 5% effective October 1, 2020 and increase an additional 5% effective October 1 2021.

ARTICLE 18, INSURANCE

- 18.1 The City will provide individual medical protection comparable to present coverage for the employee, except that the employee shall contribute the difference in cost for insurance above the PPO level. Employees hired prior to October 1, 2013, shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage for the period of this agreement. Employees hired on or after October 1, 2013, shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this agreement.
- 18.2 The life insurance plan that is now in effect will continue in full force and effect and be paid in full by the City, to be equal to the employee's annual regular earnings.
- 18.3 A Retiree Health Care Benefit of \$225 per month will be paid to pension-eligible members with twenty-five years of police service, to sunset at age sixty-five or when the member is eligible for Medicare. Members who retire on or after October 1, 2013, are eligible for this benefit provided that the retiree is covered on the City's health insurance plan. Members hired after October 1, 2013, shall not be eligible for this benefit.

ARTICLE 19, TRAINING AND TUITION REIMBURSEMENT

- 19.1 **Training Time:** All employees may be required to attend up to four (4) hours per month of scheduled training time in addition to the normal work schedule. Once annually the City may schedule training of up to six (6) hours. The employee will either be compensated for the training as hours worked or will be granted compensatory time off with a three hour minimum guarantee of compensation.
- 19.2 **Tuition Reimbursement:** The City agrees to change employees' work schedules when possible in order to permit employees to further their education in the Criminal Justice Field. The Chief of Police will determine whether requested course work relates to an employee's duties.

The Tuition Reimbursement Policy is designed to reimburse you for undergraduate or graduate level courses that may help you improve performance in your current job or prepare you for advancement within the City of Fernandina Beach.

You are eligible if you:

- Are an active full-time employee of the City of Fernandina Beach
- Have a minimum of six (6) months of service with the City of Fernandina Beach
- Have satisfactorily completed your initial probationary period prior to the first meeting date of the course(s) you intend to take.

Exception: Employees on a Personal Improvement Plan (PIP) are not eligible.

Undergraduate, graduate, or vocational courses (including online) are covered which meet all the following criteria:

- Help improve performance in your current job or prepare you for advancement within the City of Fernandina Beach (or are requirements in a degree program that does so).
- Are offered by an accredited college, university, or technical/trade school.
- Result in college credits.
- Preparatory courses required for General Education Development (GED) programs, as well as the actual GED test.
- Courses for Portfolio credit, CLEP exam, and life experience courses, if these are a part of a pre-approved degree program.

Those courses not covered include undergraduate, graduate, or vocational courses and programs which:

- Are offered by a non-accredited college, university, or technical/trade school
- Do not result in college credits
- Degree programs that do not help improve your performance in your current job or prepare you for advancement within the City of Fernandina Beach, such as art, medicine, music, theology
- Doctoral programs, law degrees, etc.
- Refresher courses to prepare for an examination required to obtain a professional license (such as the Professional Engineer, CPA, or State Bar) as well as the fees for the examination
- Courses that duplicate courses offered by the City of Fernandina Beach
- Courses or seminars awarding Continuing Education Units (CEUs)
- Microsoft and other software certification programs

Accredited schools are those that meet acceptable levels of educational quality and standards as set forth by one or more of the following agencies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Accrediting Commission for Senior Colleges and Universities
- Accrediting Commission for Community and Junior Colleges
- Any other accrediting organization belonging to the Council for Higher Education Accreditation

NOTE: Information on school accreditation is generally provided in the school catalogue.

The maximum amount available per employee for reimbursement in a calendar year is \$5,000. Eligible expenses are those actually paid by you and not otherwise paid or

reimbursed by scholarship, grant, or other benefits for which you qualify (such as VA benefits) or refunded by the school. Consistent with IRS guidelines, expenses will count toward the annual maximum in the calendar year in which the payment is made, irrespective of when the expenses were incurred, or when the reimbursement application was submitted.

Eligible expenses are those paid for:

- Tuition
- Fees for application, registration, laboratory or library use
- Textbooks per course up to \$100

NOTE: Itemized receipts are required.

Expenses not eligible for reimbursement include:

- Parking fees
- Student Activity fees
- Deferral fees
- Late fees or service charges

Approval is required from your department head 30 days prior to enrollment in:

- A program to pursue an appropriate undergraduate or graduate degree; it is not necessary to obtain subsequent approvals for classes associated with these programs
- Classes covered by this policy which are taken on an ad hoc basis, vocational courses, or GED preparatory classes

To receive reimbursement for a course, you must earn:

- At least a "B" (or "Pass" in a Pass/Fail grading system) in graduate courses
- At least a "C" (or "Pass" in a Pass/Fail grading system) in all other courses

You may be approved for reimbursement if any of the following prevent you from completing coursework:

- Personal illness/injury which causes sustained absence from class; must be documented by a letter from your physician and by withdrawal documentation from the school
- Military leave of absence; must be documented by your military orders and by withdrawal documentation from the school

NOTE: Expenses eligible for reimbursement in these situations are those actually paid by you minus any refunds made by the school or bookstore.

If you resign, retire, or are terminated before completing a course that was approved, you will not qualify for reimbursement. If an employee separates from employment with the City within two years of the last tuition reimbursement, the employee will be required to repay the tuition reimbursement on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the tuition reimbursement to determine the amount owed the City.

There may be tax implications with respect to graduate students, depending on the IRS guidelines and applicable withholdings that are in effect at the time of participation in the program. To determine if your reimbursement is taxable, complete the "Taxability Declaration - Graduate" form which is included with the application.

The Tuition Reimbursement Policy is designed to assist only employees. Dependents of employees are not eligible for assistance under this program.

It is your responsibility to comply with the terms of the policy and to track the amount(s) reimbursed. The City of Fernandina Beach has the right to audit expenses, require additional documentation, and discipline employees who violate the terms of this policy or otherwise abuse the program. The City of Fernandina Beach has the right to suspend or cancel this program or change the terms of the policy at any time.

If you have any other questions, contact the Human Resources Director. If you have not received reimbursement within 45 days of submission, contact the Finance department.

Procedure for Participating

Participation requires:

- An approved application prior to enrollment in a course or program
- Submission of application, receipts, and other required documentation to the Finance department within 90 days after course completion

To apply, follow these steps:

- (a) At least 30 days prior to enrolling in a course or program, obtain a City of Fernandina Beach Application for Tuition Reimbursement by contacting either your department head or Human Resources.
- (b) Complete all fields according to the instructions that come with the application and sign it.
- (c) Complete and sign the "Taxability Declaration - Graduate" form if you are taking a graduate course. (This form is included with the application).
- (d) Discuss your plans with your department head to ensure a mutual understanding of your plan and the terms of this policy.
- (e) Have your department head complete the section "Application Approved." Keep the original and offer a file copy to your department head.

To get reimbursed, follow these steps:

- (a) Finalize "Other Eligible Expense" on your approved application form; total expenses.
- (b) Attach the following paperwork to your approved application and Taxability Declaration form (where applicable):
 - Itemized receipts from all eligible expenses including tuition
 - Official documentation (transcript) from the school on your grade(s)
 - Other documentation as required (refer to the section "What if I can't complete a course due to circumstances beyond my control?")

- (c) Have your department head complete the section "Reimbursement Approved."
 - (d) Within 90 days of course completion, submit the original application, Taxability Declaration form, your receipts, and documentation to:
City of Fernandina Beach, Human Resources Department
204 Ash Street, Fernandina Beach, FL 32034
- Keep a file copy for yourself and offer one to your department head.

ARTICLE 20, SENIORITY

- 20.1 Definition: For the purpose of this Agreement "seniority" shall be defined as continuous service in the job classification and shall include any time spent in a higher rank when the employee returns, for any reason, to a previous and subordinate rank; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on the city payroll for at least thirty-one (31) calendar days following the separation.
- 20.2 Seniority Application: Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for seniority. The City and the CFPBA understand that there may be times when the needs of the Department will not permit such scheduling.
- 20.3 Vacation, Compensatory Time and Holiday Time: Where practicable, leave of sixty (60) continuous hours or more, or for holidays requested, shall be requested at least seven (7) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the agency from making reasonable accommodation for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays. During peak season from May 1 through Labor Day, patrol officers cannot exceed sixty (60) continuous hours of vacation, unless otherwise approved by the Chief of Police or his designee. Vacation time and compensatory time for employees in detective assignments will be approved at the discretion of the Investigative Bureau Captain subject to the ultimate approval of the Chief of Police or his designee.
- 20.4 Assignment Requests: A Patrol Division shift-pick will take place each year prior to the end of August and will be conducted based on department seniority. Patrol supervisors will select their shift and days off prior to patrol officers making their selection. Assignments agreed upon via the shift picks will be posted during the first week of September and put into effect at the start of the first pay period in October. Employees may request assignment to vacant shift positions at any time during the year and seniority shall be given weight when making personnel decisions.
- 20.5 Days Off: Provided operational needs have been met, seniority in rank will be considered in the granting of days off.

- 20.6 Layoffs: Employees shall be laid off, or "bumped downward" in accordance with seniority, on the job qualifications and all performance ratings on file as provided in the City retention list procedure, Department-wide. It is understood by the parties that probationary employees shall be laid off first.
- 20.7 Recall for Laid-Off Employees: Employees who are laid off shall be placed on a recall list for the period required by law. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or his designee with the latest mailing address. If an employee failed to respond in seven (7) days to a recall notice/his name shall be removed from the recall list.
- 20.8 Recall: Probationary employees in entry level positions are not entitled to provisions of this Article.
- 20.9 Acting Sergeant Position: When a sergeant is not available, any police officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee, will assume the responsibility of the Sergeant, and will be paid in accordance with Article 17.

ARTICLE 21, BULLETIN BOARDS

The City shall provide the CFPBA with a suitable bulletin board and the CFPBA agrees that it shall use it only for CFPBA business. Such notices shall not be of a controversial or political nature.

ARTICLE 22, UNIFORMS AND EQUIPMENT

- 22.1 The City agrees to provide new employees with uniforms, weapons, ammunition, leather goods, uniform shoes and other equipment as required. Each new officer will initially be supplied with five (5) complete uniforms. Each year thereafter, each officer will be supplied with three (3) approved uniforms of the officer's choice.
- 22.2 The City will provide each detective with an annual clothing allowance of five hundred dollars (\$500) with which to purchase appropriate plain clothes to wear for court appearances. The City will replace each detective's blue uniform when deemed necessary by the Investigative Bureau Commander, but not more often than one (1) uniform annually. Each detective will receive an initial issue of four (4) polo shirts and four (4) duty uniform pants for daily wear. Each year thereafter a detective will receive a replacement

of three (3) polo shirts and three (3) duty uniform pants for daily wear. The City will replace each detective's related equipment when deemed necessary by the Investigative Bureau Supervisor.

- 22.3 The City further agrees to pay for the cleaning of uniforms provided by the City at the rate of \$4.30 per uniform for one hundred seventy (170) complete uniforms annually.
- 22.4 Any uniform or related equipment other than leather gear, which is damaged or destroyed while an officer is acting in the performance of his official duties, shall be replaced by the City at no cost to the officer provided the same is not the result of his own negligence. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief. Related equipment shall also include watches provided that the damage is not the fault of the officer. The City will have the watch repaired or replaced, but in no event will the cost to the City exceed One Hundred Dollars (\$100.00).
- 22.5 The City will replace leather gear damaged while an employee, other than a detective, is acting in the performance of his official duties, and not the result of his own negligence. Except in extraordinary circumstances, to be determined by the Chief, an employee's leather gear will not be replaced more than once every three (3) years.
- 22.6 Any non-uniform clothing damaged or destroyed during duty hours while an employee is acting in the performance of his official duties shall be repaired or replaced, whichever is the lesser cost of the two (2), by the City. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief of Police.
- 22.7 Employees who are covered by this Agreement while engaged in the performance of their duties who shall have damaged or broken their prescription glasses, contacts, false teeth or partial plates as a result of such activity, shall have the same repaired or replaced, whichever is the lesser cost of the two, by the City. However, such damage shall not be the result of normal wear and tear, negligence or misuse on the part of the employee or his failure to use proper eye protection equipment, where provided by the City. Payment for repaired or replaced prescription eyeglasses/contacts or false teeth or partial plates shall occur only when promptly reported to the City. The City shall duly certify the event that created the damaged or broken prescription eyeglasses/contacts or false teeth or partial plates and such shall accompany any request for payment under the above Section.
- 22.8 The above provisions for payment will be waived if the payments to repair or replace the above-referenced damaged items would be covered under Workers' Compensation.

ARTICLE 23, SEVERABILITY

Any portion of this Agreement which may be judicially determined to be in conflict with any law shall be deemed null and void and subject to renegotiation, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 24, RESIDENCY

All persons hired or transferred into positions within the Police Department shall reside within forty (40) miles from the City limits as a condition of employment. Any person so hired or transferred and who resides beyond said area shall be allowed a period of ninety (90) days from the expiration of the initial probationary period to relocate their place of residence to within said area. Failure to relocate within such time period shall be cause for termination of employment. Such termination shall be implemented except in any case whereby an extension of a ninety (90) day period is granted by action of the Police Chief.

ARTICLE 25, ASSIGNED VEHICLES

- 25.1 The City will continue the assigned vehicle program. All employees covered by this Agreement will be covered by the assigned vehicle program. Each employee assigned a vehicle shall be responsible for securing routine service and maintenance on his off-duty time, along with the responsibility to maintain said vehicle in a clean and presentable appearance at all times.
- 25.2 Use of assigned vehicles during off-duty time by employees currently residing off the island shall be limited to between place of residence and the City limits of Fernandina Beach. Such use is limited to employees residing no more than thirty (30) road miles from Amelia Island. Personal use of assigned vehicles shall be governed by departmental policy, except that employees may use assigned vehicles to attend training required by the City. An employee attending courses in pursuit of an associate's degree or higher, may use his or her assigned vehicle to attend such courses in Nassau County only, unless authorized by the Chief of Police.

ARTICLE 26, EMERGENCY PROVISIONS

Any benefits in this Agreement pertaining to work hours, shifts, or personnel assignments may be suspended temporarily by the City where an emergency exists. The City shall have the sole power to determine where an emergency exists and whether benefits will be suspended. Actual time worked under a declared emergency will be handled in accordance with the provisions of the Fair Labor Standards Act. Examples of pending events which may be declared as emergency would be hurricanes, other natural disasters, riots, civil disorders, etc.

ARTICLE 27 (RESERVED FOR FUTURE USE)

ARTICLE 28, PROMOTIONS

28.1 Effective October 1, 2020, the City agrees to create the position of police corporal which will serve to assist a sergeant in Patrol or Investigations. The pay of a police officer promoted to a police corporal will receive an hourly base pay increase of 5%. The pay for a police corporal promoted to a police sergeant will receive an hourly base pay increase of 7.5%.

28.2 Police officers will be eligible to promote to police corporal and only police corporals will be eligible to promote to police sergeant. All other promotional criteria will be laid out in the policies of the Fernandina Beach Police Department and will be implemented subject to ratification by the CFPBA. Promotional criteria can change from time to time as long as it is ratified by the CFPBA.

Note: If a sergeant position comes open prior to October 2020, then police officers will be eligible to promote to a police sergeant position.

28.3 A newly promoted employee's probationary period shall be for a period of ninety (90) work days from the effective date of the promotion. This period is equivalent to approximately six (6) months. For the purpose of this article, leave days of any type will not be considered a work day.

ARTICLE 29, OFF-DUTY EMPLOYMENT

All off-duty employment requests must be submitted for approval by the Chief of Police or his designee on an annual basis. In an off-duty law enforcement employment situation when a Police Officer is employed by a private agency, Workers' Compensation will only take effect when the Police Officer is working in the course and scope of police-related work. The parties agree that no request shall be unreasonably denied.

Any other claims arising out of any other situations in those off-duty employment situations will be covered by the private employing agency under the private agency's Workers' Compensation Plan.

ARTICLE 30, LABOR MANAGEMENT COMMITTEE

30.1 There shall be a Labor Management Committee established to consist of the Police Chief, and one member appointed by the Chief, the Union representative, and one member appointed by the Union representative. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department and make recommendations to the Chief concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place, and date set by the Chief. Recommendations of the committee will be advisory in nature only.

30.2 The Chief agrees that if the Union representative, while on duty, desires to appear before a scheduled Commission meeting, at which discussions concerning terms or conditions of

employment or contract negotiations which affect Bargaining Unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or his designated representative. In no case will premium pay be granted for attendance as described above. Any time required for such attendance shall be deducted from the time pool.

ARTICLE 31, DURATION, MODIFICATION AND RENEGOTIATION

The Articles of this Agreement shall be in full force and effect as of the 1st day of October, 2019 and shall remain in full force and effect until the last day of September, 2022, and thereafter from year to year unless notice is given in writing by either party to the other at least ninety (90) days prior to the expiration date or any anniversary thereafter of intent to modify or change this Agreement.

SIGNATURE PAGE

CHIEF OF POLICE

CITY MANAGER

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

A handwritten signature in blue ink, appearing to be "JEBR", is written over a horizontal line.

CITY CLERK

CITY ATTORNEY

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATED, INCORPORATED

AUTHORIZED REPRESENTATIVE

ATTEST:

Appendix "A"

GRIEVANCE FORM

Employee Name: _____ Date: _____

Supervisor: _____

Article/Section of Agreement at issue: _____

Date that grievance arose: _____

Nature of the grievance: _____

Relief sought: _____

Employee signature

Union representative

Name of City representative receiving grievance _____

Date of receipt of grievance by City representative _____

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-49
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-49

SYNOPSIS: This proposed Grant Agreement will accept Florida Department of Transportation funding for the design and construction phases of a project to rehabilitate a portion of the Transient Aircraft Parking Apron that is approaching the end of its useful life at the Fernandina Beach Municipal Airport.

This grant agreement is for a total expense amount of up to \$8,000 with a 50% match requirement from the Airport. A supplemental FDOT grant is anticipated in the next fiscal year in the amount of \$117,000, with a 50% matching requirement from the Airport, for this same project. This grant agreement from FDOT is provided as a matching component to an anticipated FAA grant, which will cover 90% of eligible cost for this project. The programming estimate for completion of the total project is currently \$1.25M, and will be revised once design work for this project has commenced.

This is a planned project under the Airport's 5-year CIP, and is currently programmed for design to occur in FY20/21 and construction to occur in FY21/22. Project timing is contingent upon completion of the Runway 4/22 rehabilitation project at the Fernandina Beach Municipal Airport which will tentatively occur within the calendar year. Any delays in project completion or grant funding from the FAA for the Runway 4/22 rehabilitation project may impact the timeline for completion of the transient apron rehabilitation project.

FISCAL IMPACT: The City will pay for the design and construction of hangars under this project with funds from the Airport Improvements account, 420 56300, and will be reimbursed by the FAA for up to 95% of eligible project costs.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-49.

Nicole Bednar, Administrative Services Manager	3/20/2020
Dale L. Martin, City Manager	3/26/2020
Pauline Testagrose, Comptroller	3/30/2020
Tammi E. Bach, City Attorney	3/31/2020
Katie Newton, Legal Assistant	3/31/2020

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

Date: March 16, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #436769-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION PHASES OF A PROJECT TO REHABILITATE A PORTION OF THE TRANSIENT AIRCRAFT PARKING APRON AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed a project over two state fiscal years for the design and construction of a project to rehabilitate a portion of the Transient Aircraft Parking Apron at the Fernandina Beach Municipal Airport in the total amount of \$125,000 with a 50% matching requirement from the Airport; and

WHEREAS, this same project is expected to be funded under an FAA grant covering 90% of eligible project cost, and FDOT will provide a matching component under PTG #436769-1-94-01 with an anticipated supplemental grant in the next fiscal year; and

WHEREAS, funding is included in the Airport Improvements account, 420 56300; this project is currently reflected under the Airport's approved 5-year Capital Improvement Plan within Fiscal Years 20/21 and 21/22.

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

SECTION 1. The City Commission hereby authorizes FDOT Public Transportation Grant #436769-1-94-01, attached hereto as Exhibit "A", in the amount of \$8,000, with a matching requirement of 50%, for the design and construction of a project to rehabilitate a portion of the transient aircraft parking apron at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 7th day of April, 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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAUT, P.E.
SECRETARY

DATE: January 29, 2020

TO: Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach FL, 32034

FROM: Kyle Coffman
District Freight & Logistics Supervisor
Florida Department of Transportation District Two

SUBJECT: Public Transportation Grant Agreement for Execution
Financial Project No. 436769-1-94-01; Contract No. TBD

Please see the attached Public Transportation Grant Agreement for design of the north aircraft parking apron rehabilitation project at Fernandina Beach Airport. Please print and execute two copies of the attached Public Transportation Grant Agreement and return to my office along with a copy of the City Commission's resolution for final review, encumbrance of funding, and execution by FDOT.

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5686.

Sincerely,

A handwritten signature in black ink that reads "Kyle Coffman". The signature is written in a cursive, flowing style.

Kyle Coffman
District Freight & Logistics Supervisor

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Financial Project Number(s): (item-segment-phase-sequence) 436769-1-94-20	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Fernandina Beach APT Design North Aircraft Parking Rehab., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

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- a. The estimated total cost of the Project is \$166,668. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$8,334 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
 - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs,

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including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per

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occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E. or Authorized Representative

Title: _____

Title: Urban Planning and Modal Administrator

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Fernandina Beach APT Design North Aircraft Parking Rehab.

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design and construct transient aircraft apron pavement, drainage and lighting rehabilitation (1,000' x 400'), for main transient aircraft parking apron. Main / transient aircraft parking apron is in need of rehabilitation (PCI 50, "poor"). The pavement is in excess of 20-years in age.

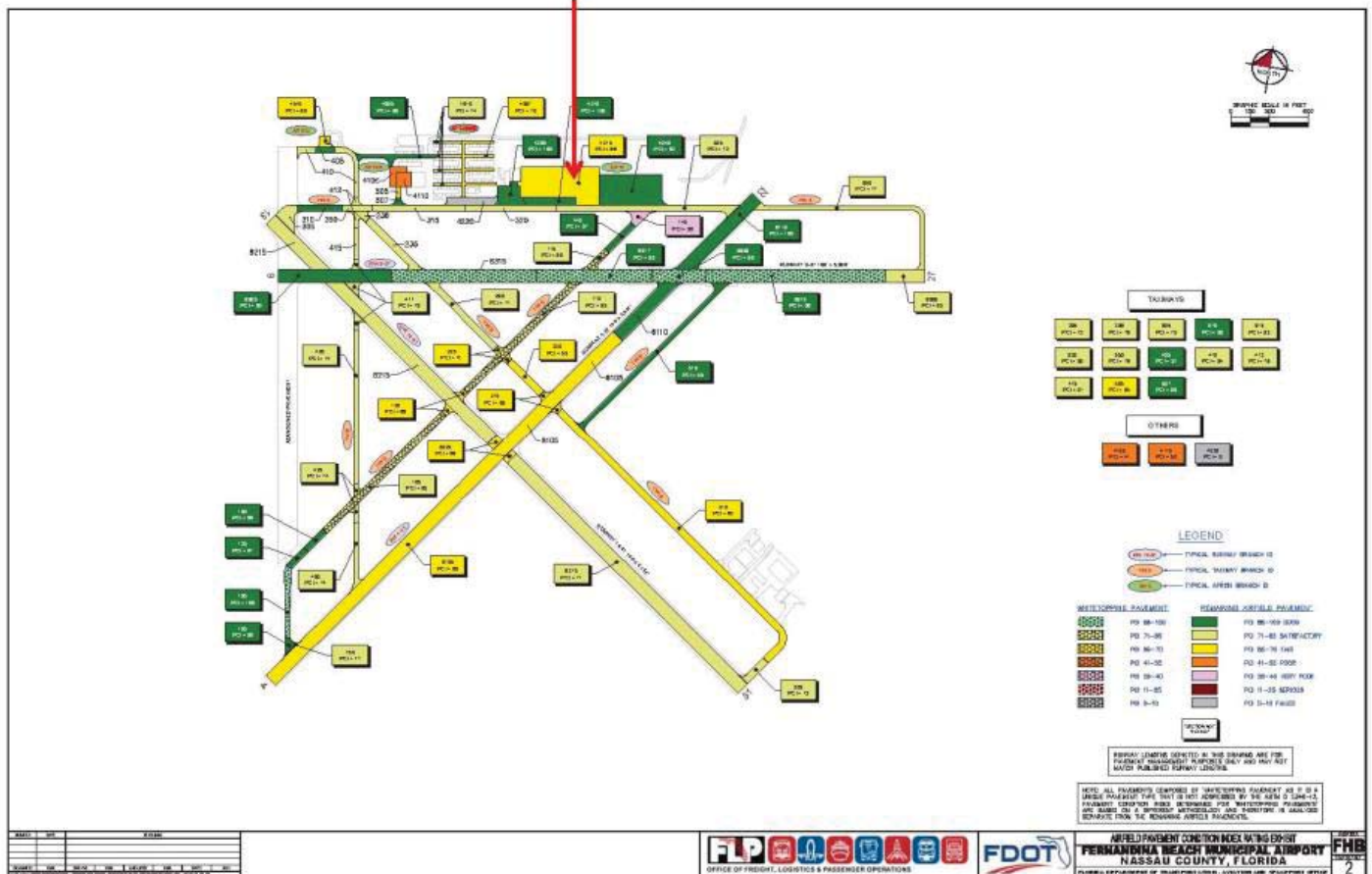
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

Scope: Rehabilitate Pavement Apron Section # 4215



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436769-1-94-20	DPTO	088719	2020	740100	N/A	N/A	\$8,334
436769-1-94-20	FAA	088719	2020	740100	N/A	N/A	\$150,000
436769-1-94-20	LF	088719	2020	740100	N/A	N/A	\$8,334
Total Financial Assistance							\$166,668

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$8,334	\$8,334	\$150,000	\$166,668	5.00	5.00	90.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$8,334	\$8,334	\$150,000	\$166,668			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: Kyle.Coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Aerospace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/19

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/19

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Amended Resolution 2020-48
Declaration of State of Emergency

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-48

SYNOPSIS: The State of Florida, by action of Governor DeSantis, declared a State of Emergency (Executive Order 20-52; March 9, 2020) due to the spread and effect of Novel Corona Virus 2019 (Covid-19).

In similar response to Covid-19, Nassau County, by action of the Nassau County Board of County Commissioners (Resolution 2020-35; March 18, 2020) declared a State of Local Emergency for all territory within the legal boundaries of Nassau County, including all incorporated and unincorporated areas.

Under the provisions of Florida Statute Chapter 252, Section 38 (Emergency management powers of political subdivisions), it is an innate responsibility of the governing body of each political subdivision to safeguard the life and property of its citizens.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-48.

Dale L. Martin, City Manager 3/26/2020

Tammi E. Bach, City Attorney 3/31/2020

Date: March 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

AMENDED
RESOLUTION 2020-48

**A DECLARATION OF A LOCAL STATE OF EMERGENCY IN RESPONSE TO
NOVEL CORONA VIRUS 2019 COVID- 19 PANDEMIC**

WHEREAS, the State of Florida, by action of Governor DeSantis, declared a State of Emergency (Executive Order 20-52; March 9, 2020) due to the spread and effect of Novel Corona Virus 2019 (Covid-19); and

WHEREAS, in similar response to Covid-19, Nassau County, by action of the Nassau County Board of County Commissioners (Resolution 2020-35; March 18, 2020) declared a State of Local Emergency for all territory within the legal boundaries of Nassau County, including all incorporated and unincorporated areas; and

WHEREAS, under the provisions of Florida Statute Section 252.38 (Emergency management powers of political subdivisions), it is an innate responsibility of the governing body of each political subdivision to safeguard the life and property of its citizens.

NOW, THEREFORE, BE IT HEREBY DECLARED BY THE MAYOR OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. Under the recognition of the responsibility described in Florida Statute Section 252.38, and due to the growing and ongoing threat to the City of Fernandina Beach, a State of Emergency is hereby declared for all areas within the corporate limits of the City of Fernandina Beach, effective 1:00 PM, March 19, 2020.

SECTION 2. This Resolution and declaration must be confirmed by the duly elected City Commission of the City of Fernandina Beach as the first item of business at the next scheduled (regular or special) meeting of the City Commission.

SECTION 3. In accordance with Florida Statute Section 252.38(3) and for the purpose of continuing local government operations as budgeted and approved by the City Commission, the City Manager (and his designees) may exercise the powers and authority granted therein.

SECTION 4. In further accordance with Florida Statute Section 252.38, and State of Florida Executive Order 20-52 (Section 5[D]), the City may waive the procedures and formalities otherwise required pertaining to: 1) performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community, including but not limited to, modifications to the conduct of public meetings and public participation at said meetings; 2) entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d); 3) incurring obligations; 4) employment of permanent and temporary workers; 5) utilization of volunteer workers; 6) rental of equipment; 7) acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and, 8) appropriation and expenditure of public funds.

SECTION 5. This Declaration of Local State of Emergency is effective on March 19, 2020 at 1:00 PM (EDT) and remains in effect until terminated by the City Commission. The City Manager or his designee may extend this Local State of Emergency in seven (7) day increments, if it is determined that Florida Statute Section 252.38(3) requires extensions of the Local State of Emergency in seven-day increments. It is the position of the City that this current pandemic due to COVID-19 affects the entire state of Florida not just one political subdivision and will not be resolved within seven days. The City Manager has extended the Local State of Emergency for the City of Fernandina Beach on March 26, 2020 and again on April 2, 2020 and will continue to approve extensions of the Local State of Emergency in seven-day increments, as needed.

ADOPTED this 7th day of April 2020 by the City Commission.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

Dale L. Martin
City Manager

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

RESOLUTION 2020-48

DECLARATION OF STATE OF EMERGENCY

A DECLARATION OF A STATE OF EMERGENCY IN RESPONSE TO NOVEL CORONA VIRUS 2019 COVID- 19 PANDEMIC

WHEREAS, the State of Florida, by action of Governor DeSantis, declared a State of Emergency (Executive Order 20-52; March 9, 2020) due to the spread and effect of Novel Corona Virus 2019 (Covid-19); and

WHEREAS, in similar response to Covid-19, Nassau County, by action of the Nassau County Board of County Commissioners (Resolution 2020-35; March 18, 2020) declared a State of Local Emergency for all territory within the legal boundaries of Nassau County, including all incorporated and unincorporated areas; and

WHEREAS, under the provisions of Florida Statute Chapter 252, Section 38 (Emergency management powers of political subdivisions), it is an innate responsibility of the governing body of each political subdivision to safeguard the life and property of its citizens.

NOW, THEREFORE, BE IT HEREBY DECLARED BY THE MAYOR OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

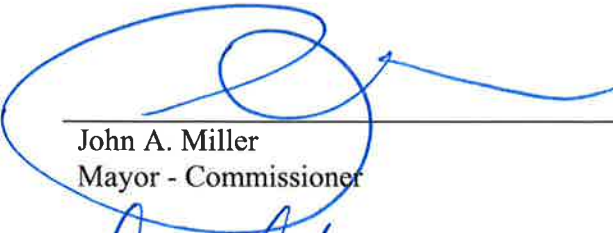
SECTION 1. Under the recognition of the responsibility described in Florida Statute Chapter 252, Section 38, and due to the growing and ongoing threat to the City of Fernandina Beach, a State of Emergency is hereby declared for all areas within the corporate limits of the City of Fernandina Beach, effective 1:00 PM, March 19, 2020.

SECTION 2. This Resolution and declaration must be confirmed by the duly elected City Commission of the City of Fernandina Beach as the first item of business at the next scheduled (regular or special) meeting of the City Commission.

SECTION 3. In accordance with Florida Statute 252, Section 38(3) and for the purpose of continuing local government operations as budgeted and approved by the City Commission, the City Manager (and his designees) may exercise the powers and authority granted therein.

SECTION 4. In further accordance with Florida Statute 252, Section 38, and State of Florida Executive Order 20-52 (Section 5[D]), the City may waive the procedures and formalities otherwise required pertaining to: 1) performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community, including but not limited to, modifications to the conduct of public meetings and public participation at said meetings; 2) entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d); 3) incurring obligations; 4) employment of permanent and temporary workers; 5) utilization of volunteer workers; 6) rental of equipment; 7) acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and, 8) appropriation and expenditure of public funds.

CITY OF FERNANDINA BEACH



John A. Miller
Mayor - Commissioner



Dale L. Martin
City Manager

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-42
Proposal Approval - Datasavers Information Management Solutions/Budget Amendment
- Building

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-42

SYNOPSIS: Staff recommends approval of a proposal from DataSavers Information Management Solutions in an amount not to exceed \$251,400 to scan Building Department records, by way of a piggyback purchase to a State of Florida Department of Management Services Contract.

According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500. A transfer of funds in the amount of \$101,400 was approved via Resolution 2020-14 to fund payroll, payroll taxes, and insurance for temporary part-time staff. However, it has been determined that temporary part-time staff will not be needed. The proposal for scanning services is a "best guess" based on a snapshot view of the files in storage; actual cost could be 10%-30% more or less.

FISCAL IMPACT: Staff recommends a budget transfer of \$101,400 to Building Professional Services account, 140 53100, from: Building Temporary account, 140 51300, (\$93,600); Building FICA account, 140 52100, (\$7,200); and Building Workers' Compensation account, 140 52400 (\$600).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-42.

Stephen Beckman, Building Director	3/17/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

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

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM DATASAVERS INFORMATION MANAGEMENT SOLUTIONS FOR DOCUMENT SCANNING IN AN AMOUNT NOT TO EXCEED \$251,400 BY WAY OF A PIGGYBACK PURCHASE TO THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff recommends approval of a proposal from DataSavers Information Management Solutions (Exhibit "A") in an amount not to exceed \$251,400 to scan Building Department records, by way of a piggyback purchase to a State of Florida Department of Management Services Contract (Exhibit "B"); and

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

WHEREAS, a transfer of funds in the amount of \$101,400 were approved via Resolution 2020-14 to fund payroll, payroll taxes, and insurance for temporary part-time staff. However, it has been determined that temporary part-time staff will not be needed; and

WHEREAS, staff recommends a budget transfer of \$101,400 to Building Professional Services account, 140 53100, from: Building Temporary account, 140 51300, (\$93,600); Building FICA account, 140 52100, (\$7,200); and Building Workers' Compensation account, 140 52400 (\$600).

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 from Datasavers Information Management Solutions not to exceed \$251,400 as a piggyback purchase to the State of Florida Department of Management Services Contract.

SECTION 2. The City Commission hereby approves a budget transfer of \$101,400 to Building Professional Services account, 140 53100, from: Building Temporary account, 140 51300, (\$93,600); Building FICA account, 140 52100, (\$7,200); and Building Workers' Compensation account, 140 52400 (\$600).

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

ADOPTED this 7th day of April, 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

Stephen Beckman
Building Official
204 Ash Street
Fernandina Beach, FL 32034
Bismarck, ND 58506-5511

Re: Document Scanning Services

Dear Mr. Beckman

DataSavers proposes to provide document imaging services as per our submitted proposal. All work will be performed according to the SOW terms, conditions, provisions and in conformance with our ISO 9001 procedures and our Florida State Contract.

We offer to abide by our proposal for a period of 90 days. While the parameters and objectives of this endeavor are reasonably well defined, there may be some unknowns such as image quantity that may warrant further discussions and elaborations at a future time. Our image quantity estimate was based on our site visit on 2/20/2020 and will be re-evaluated monthly during the life of the project.

DataSavers will be able to provide a more precise image quantities estimate upon completion of the 204 Ash St project. We will provide monthly reports and invoices for the BridgeView project phase detailing total anticipated future and current project cost.

DataSavers' appreciates the opportunity to gain your trust and hope that you find our submission to be comprehensive and favorable.

Sincerely,

Michael Lombardi, MPA, CRM
Vice President Sales and Operations

The background of the image is a server room. On the left, there are rows of server racks with glass doors. The room is illuminated with a cool blue light, and the floor is highly reflective. The perspective is looking down a long aisle between the racks.

DataSavers

Information Management Solutions

Past Performance



**US Army Corps
of Engineers®**





Why DataSavers?

As a “cradle to grave” information management provider, DataSavers provides a full array of services in the information management spectrum. Whether paper, film or digital, we’ve provided document management solutions to industries across the private and government sector. Established in 1989 as a record storage provider, DataSavers expanded into document imaging services in 2002, and document destruction services in 2010. DataSavers is a Woman Owned Small Business (WOSB) with a “hands on approach to service and quality, but with a technical knowledge base rivaling our larger counterparts. ISO 9001 and NAID certified NARA 36 CFR 1234 approved and a GSA federal contractor. We adhere to HIPPA, SOX, FACTA, HITECH and DOD RIM regulations. We are members of ARMA and AIIM, and affiliated with National Records Centers. Let DataSavers provide you with a cost-effective document management solution—whether paper or image, capture or store, access and retrieve—optimization and value for your document management processes and workflows.

“Data access, integrity and security is ingrained in our company culture”

*- Charlene Sullivan
President & CEO*

DATASAVERS Inc. is comprised of four divisions, each with its own group of operations and sales support: Records Management, Document Imaging, Document Destruction, and Claims Processing. Extensive business process documentation, performance metrics measurements, standardization, continuous improvement and exceptional customer service are the hallmarks of the DATASAVERS culture.

Records Management	Document Imaging	Document Destruction	Claims/Mail Processing
- Records Storage - Access, retrieval, distribution - DocTracker Inventory Management System -NARA Compliant - ISO 9001 Certified	- Paper to Image - Data capture - Film to image - Large format scanning - Content Management -OCR, ICR forms recognition	-Plant-based Shredding - NAID certified -ISO 9001 Certified - Hard drive destruction - Secured transfer vehicles -Bin/Consoles rotation	- Claims adjudication - Mail room management - On-site or off-site services - Workflow solutions - Information handling/management



Certifications and Compliances



GSA Federal Supply Schedule

Contract Holder: GS-03F-0042Y

GSA pre-negotiates prices and terms with Industry Partners and awards a contract under the MAS program. This type of contracting creates an agreement where any participating Government agency may purchase the products or services covered by the contract according to its prices and terms.



CERTIFIED in ISO 9001/2015 for Information Management

An ISO 9001/2015 certificate is not a once-and-for-all award, but must be renewed at regular intervals. There are no grades of competence within ISO 9001: a company is certified when it is committed to the method and model of quality management described in the standard.



National Archives and Records Administration 36 CFR 1234 COMPLIANT and APPROVED

DataSavers' facility is in compliance with 36 CFR 1234 and is approved for use as a Federal records storage facility. There are only 33 commercial record centers with NARA designation out of approximately 6,500 nationwide facilities.



"AAA" CERTIFIED

NAID is the standards setting body for the information destruction industry. **NAID AAA Certification** verifies the qualifications of certified information destruction providers through a comprehensive scheduled and unannounced audit program.



CERTIFIED

The WOSB Program is a program that authorizes contracting officers to restrict competition (or set aside) certain requirements for competition solely amongst women-owned small businesses.



Florida State Purchasing awarded State Term Contract (STC) #78131804-17-01 for Document Management Services was executed and is valid through August 21, 2021.



DATA SAVERS
INFORMATION MANAGEMENT SOLUTIONS

Document Scanning Project
for the
City of Fernandina Beach

Company Information:

DataSavers, Inc.
888 Suemac Rd
Jacksonville, FL 32254
P (844) 372-8377
F (904) 786-1294

www.datasaversusa.com

POC: Michael Lombardi
Vice President Sales and Operations
P (844) 372-8377
F (904) 786-1294
mlombardi@datasaversfl.com

DUNS: 80-370-4154

FL State Contract: 78131804-17-01

FEIN#: 59-2934736

NAICS Codes: 493190, 519120,
541611, 561110, 561210

Business Size: Small Business

Minority Status: Woman Owned

ISO 9001/2015: Certified

GSA Federal Supply Schedule 36

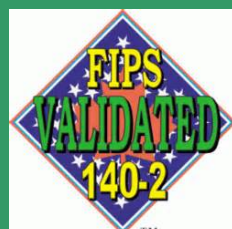
Contract Holder: GS-03F-0042Y

NARA 36 CFR 1234: Compliant

ICRM: Certified

NAID: Certified

Certifications/Compliances:





SCOPE OF WORK

City of Fernandina Beach

The purpose of this project is to pick-up, inventory, index, store and scan permit documents into electronic files for the City of Fernandina Beach document management system.

Record Management Services:

- On-site packing and labeling of permit files located at 204 Ash St. Fernandina Beach, FL.
- Relocation of Ash St. permit files to DataSavers record storage facility located at 888 Suemac Rd, Jacksonville, FL.
- Relocation of documents and files located at the Bridgeview Storage facility.
- Indexing of box contents/files @ DataSavers storage facility.
- Storage at DataSavers NARA certified and State of Florida approved record storage facility.
- Document disposition/destruction/shredding at DataSavers NAID "AAA" certified facility located at 888 Suemac Rd, Jacksonville FL
- DataSavers will physically store scanned files for 60 days at no cost to the City.

Document Scanning Services:

- Scanning service will begin by scanning all permit documents for all active permits and closed permits located in the Building Department at City Hall, 204 Ash Street, Fernandina Beach, FL 32034.
- Once documents located in the Building Department at City Hall are scanned, scanning service will begin to scan documents located at Bridgeview Storage, 474431 E. State Rd 200, Fernandina Beach, FL 32034.
- Scan documents between 200 and 300 DPI for optimum readability.
- Output format will be PDF.
- Index files by 2 fields – PIN #(parcel#) and street address.
- Files will be delivered to city via portable hard drives supplied and returned to DataSavers.
- City will upload scanned files into their document management system.
- All scanning will be in black and white, automatic blank page removal, page rotation, deskew and despeckle.
- Large format scans will be inserted at the end of the file they belong.
- File scan and index accuracy rate of 98% or better.
- Scan on Demand (SOD) will electronically deliver files within 24 hours of request.
- DataSavers will process SOD requests between 8am and 5pm weekdays
- DataSavers will provide document scanning services per its ISO 9001/2015 procedures

Document Destruction Services:

- DataSavers will provide off-site NAID "AAA" certified document destruction/shredding services per written authorization from city official
- DataSavers will provide Certificates of Destruction.

Optional Scan on Demand Services (SOD):

- DataSavers can provide SOD next day services at the costs outlined in the pricing worksheet.
- SOD files will be delivered via SFTP or via ShareSync its enterprise-class backup and file sharing service within 24 hours of request during normal business hours Monday thru Friday.

Records Storage Pricing and Detail:

Record Storage Costs:				
Active/Closed Permits @ 204 Ash St. - FB City Hall - incl closet	100	120	\$0.15	\$18.00
BridgeView Storage Center	750	900	\$0.15	\$135.00
Total Reoccurring Monthly Storage	850	1020	\$0.15	\$153.00

Initial Transfer of Office Files:	QTY	man-hours required	Cost per Unit	Total Cost
Packing of Office Files	80	5	\$27.50	\$137.50
Boxes for packing of office files	80	na	\$1.75	\$140.00
Indexing/labeling of boxes	100	na	\$1.50	\$150.00
Transportation Handling fee	1	na	\$50.00	\$50.00
Transportation	0.5	na	\$50.00	\$25.00

Indexing/labeling of boxes	700	na	\$1.50	\$1,050.00
Transportation Handling fee	9	na	\$50.00	\$450.00
Transportation	1.5	na	\$50.00	\$75.00

Document Scanning Pricing and Detail:

	Box Quantity	File Quantity estimate	Quantity 8 1/2 x 11	Large Format Qty
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TOTAL SCANNING 204 ASH ST>>>>>>>>>>	\$18,600.00
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Active/Closed Permits @Bridgeview Storage	700	7000	700,000	84000
Cost per Scan/image @ \$.072			\$50,400.00	
File naming indexing @ \$.30		\$2,100.00		
Cost per Scan/image @ \$.80				\$67,200.00
OCR-ing @ \$.015			\$10,500.00	

Document Shredding Pricing and Detail:

	Box Quantity	Estimated Cubic.ft.	Shred cost per cu..ft.	Total Cost
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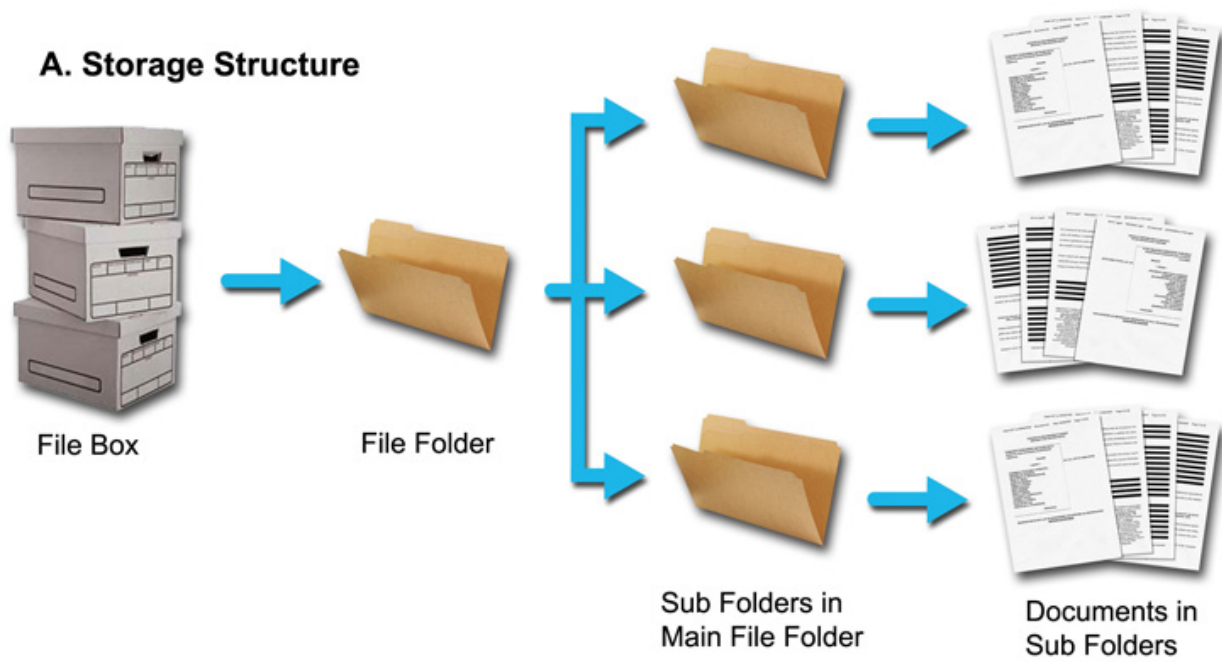
OPTIONAL SERVICES

SCAN ON DEMAND:	Cost	
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Box Retrieval next day	\$2.50
File Retrieval next day	\$2.50
Box Refile Std	\$1.60
File Refile	\$1.60
File Scanning per image 8 1/2 x 11	\$0.08
File Scanning per image large format	\$1.00
Electronic Delivery per file	\$5.25

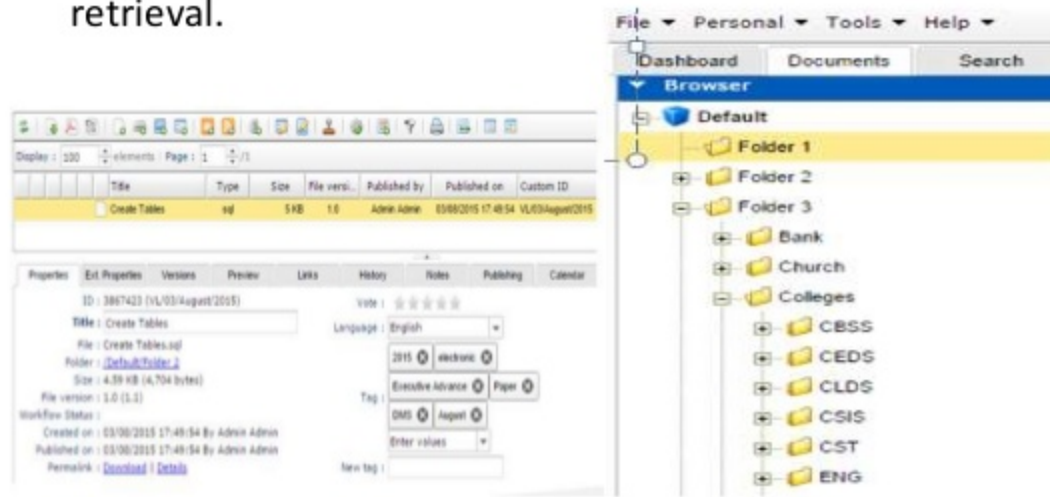
FOLDER STRUCTURE EXAMPLE

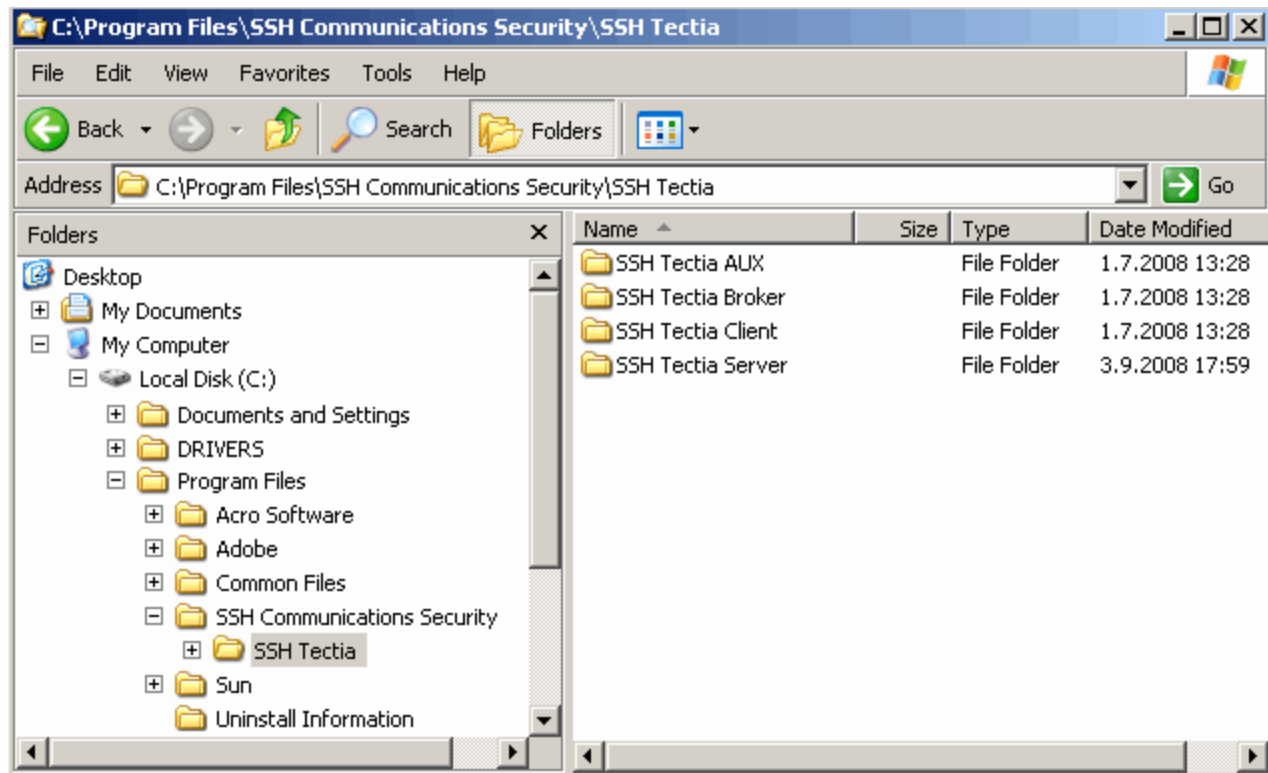
A. Storage Structure



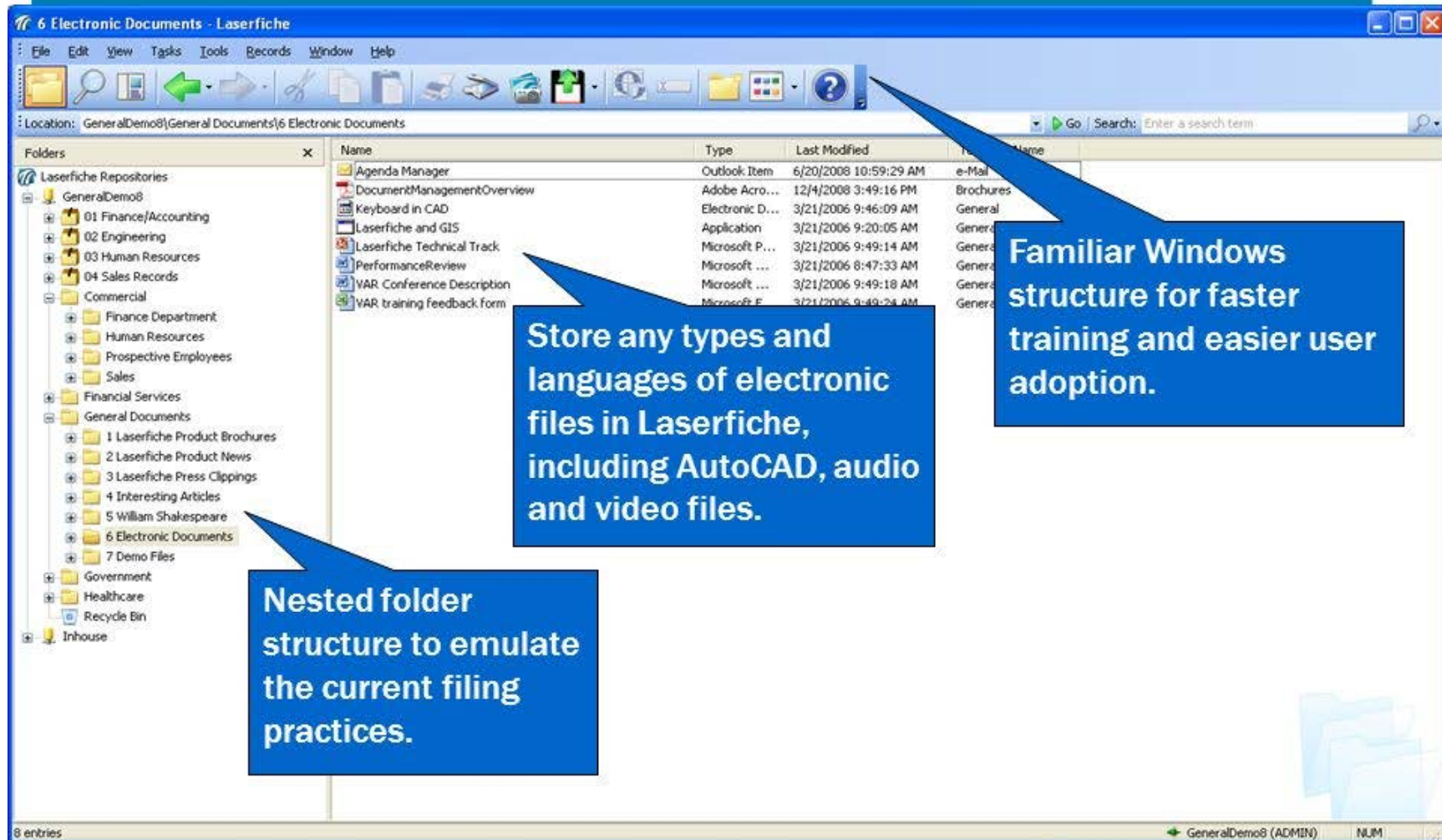
electronic Filing & Storage

- Organize documents into easily navigable file and folder structure.
- Use Tags to categorize documents for criteria-based retrieval.





Laserfiche Client

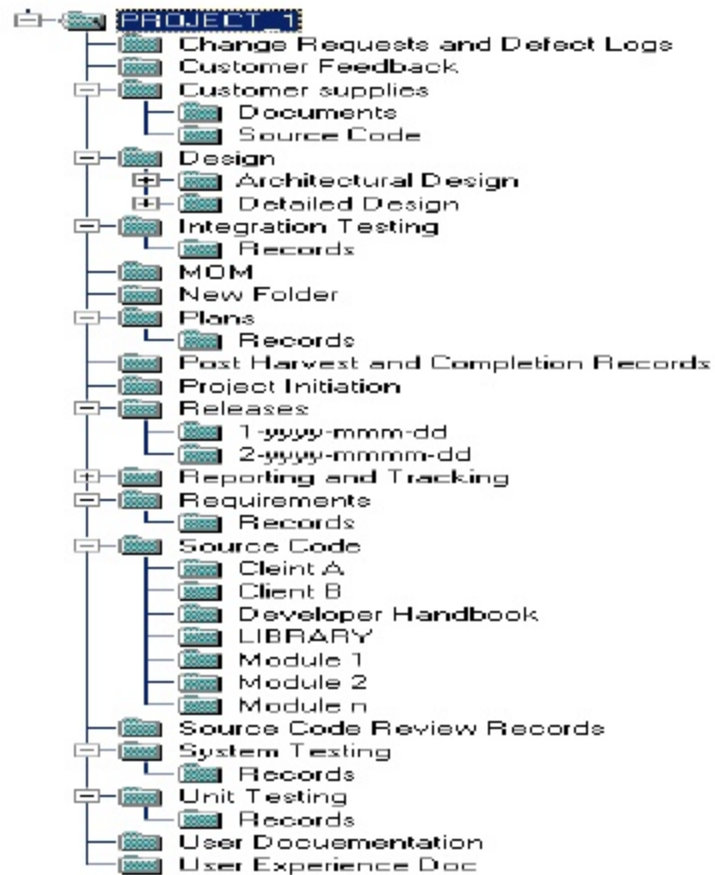


Run Smarter®

Laserfiche®

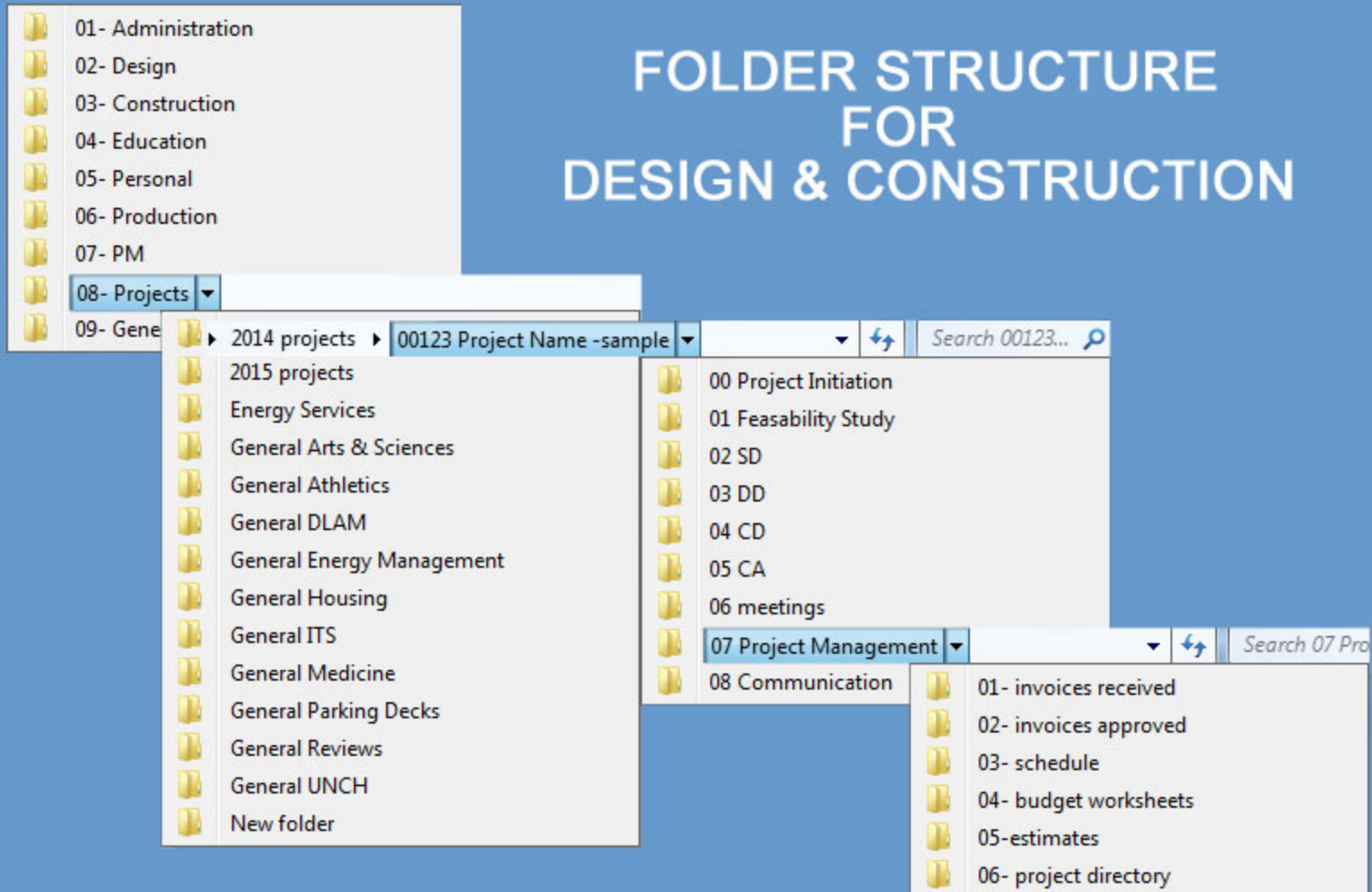
Standard Directory Structure

www.scmGalaxy.com



scmGalaxy

FOLDER STRUCTURE FOR DESIGN & CONSTRUCTION



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DOCUMENT MANAGEMENT SERVICES

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and DataSavers of Jacksonville, Inc., (Contractor).

The Contractor submitted a bid to the Department's solicitation, ITB 07-78131804-U for Document Management Services. After verification of bids, the Department has accepted the Contractor's bid as lowest price and best value to the State of Florida and enters into this Contract in accordance with the terms and conditions of the solicitation.

Awarded Counties

Region 2: Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Marion, Nassau, Putnam, St. Johns, Suwannee, Union, and Volusia counties.

Accordingly, the Parties agree as follows:

Initial Contract Term

The Initial Contract Term will be for five (5) years. The Initial Contract Term shall begin on August 22, 2016 or the last date upon which this Contract is signed by all Parties.

Renewal Term(s)

Upon mutual written agreement, the Department and the Contractor may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term of five (5) years, pursuant to the incorporated General Contract Conditions.

Contract

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including all Exhibits attached, which set forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following Exhibits:

- Exhibit A: Definitions.
- Exhibit B: General Contract Conditions.
- Exhibit C: Special Contract Conditions.
- Exhibit D: Statement of Work.
- Exhibit E: Price Sheet(s)
- The Contractor's Bid to this solicitation.

In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- Exhibit A: Definitions.
- Exhibit C: Special Contract Conditions.
- Exhibit B: General Contract Conditions.
- Exhibit D: Statement of Work.

- Exhibit E: Price Sheet(s)
- The Contractor's Bid to this solicitation.

Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by all Parties. Any future amendments of the Contract which alter the definition of the Statement of Work shall define the Services or Solution in the same format as Exhibit D, Statement of Work.

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by the Parties.

DATASAVERS OF JACKSONVILLE, INC.



Digitally signed by Michael Lombardi
DN: cn=Michael Lombardi, o=DataSavers Inc,
ou=Vice President Business Development,
email=mlombardi@datasaversfl.com, c=US
Date: 2016.08.16 16:00:34 -04'00'

**Michael Lombardi, Vice President
Business Development & Project Mgmt.**
8-16-2016

DATE:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES



**Debra Forbess, Director of Finance and
Administration**

8-22-16

DATE:

List of Exhibits

- Exhibit A: Definitions
- Exhibit B: General Contract Conditions
- Exhibit C: Special Contract Conditions
- Exhibit D: Statement of Work
- Exhibit E: Price Sheet(s)

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DOCUMENT MANAGEMENT SERVICES**

Exhibit A: Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

Acid Free Carton – An acid-free, 1.2 cubic feet carton made from materials with a pH level of eight (8) or above used to transport and suitable for permanent archival storage of records.

Ceiling Price – The maximum cost the Department has assigned to a service or commodity. Ceiling prices are “not to exceed” prices and lower pricing may be negotiated by the Customer(s).

Confidential Information - Any portion of a company's documents, data, or records disclosed relating to its bid that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked “Confidential”.

Contract - The written agreement resulting from ITB 07-78131804-U.

Contractor - The business entity that has been awarded a contract resulting from ITB 07-78131804-U.

Customer Portal and Repository – A secure, Internet-based records and information management system that permits Customer access to their inventory of physical records, electronic records and their storage account information.

Destruction – Certified Shredding – The process of securely and certifying the shredding of paper contents and other products.

Document Management Services – The professional practice of managing the records of an organization throughout their life cycle, from the time they are created to their eventual disposal. This includes identifying, classifying, storing, securing, retrieving, transporting, tracking, copying and destroying or permanently preserving records.

JPEG (Joint Photographic Experts Group) – An open or universal compression algorithm for image files.

Physical Destruction - The physical destruction of storage devices as referenced in Exhibit D Statement of Work, Section 2.5, Electronic Media Storage.

Record – Documented information, regardless of its physical form, characteristics, format, medium, and the manner it is stored, that memorializes and provides objective evidence of activities performed, events occurred, results achieved, or statements made or received by an organization in routine transaction of its business.

Region – Service area (counties) defined in the Regional Map in Exhibit D, Section 2.35.

Scanning-Large Documents – The scanning of a large document(s) greater in size than 8.5" x 14" at 300 DPI in grayscale or color.

Searchable PDF (Portable Document Format) – A searchable file format standard that provides a way of distributing, viewing, and printing documents with consistent appearance across a number of computer platforms and allows for Adobe Acrobat search functionality within the file. Files created from printed documents closely match the paper version including graphics, photographs, and fonts and are compressed for easy downloading and distribution. This file format can be used to present documents in a manner independent of application software, hardware, and operating systems.

Sensitive Records - Records that must be protected from damage and degradation and may also have a heightened sense of security, be exempt from public record requirements or may be considered confidential under law. These records also may contain personal health information or other privacy information.

Service Price – The purchase amount for the indicated service or commodity.

Standard Carton – A standard, 1.2 cubic feet carton used to transport and store non-permanent records.

TIFF (Tagged Image File Format) - A computer file format for storing bit-mapped images and data. Includes several types and groups, which are compressed and uncompressed.

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**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DOCUMENT MANAGEMENT SERVICES**

Exhibit B: General Contract Conditions

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, PUR 1000, which is incorporated by Rule 60A-1.002, F.A.C.

SECTION 1. DEFINITIONS.

The following definitions apply in addition to the definitions in Chapter 287, F.S., and Rule Chapter 60A-1, F.A.C.:

- 1.1 Customer** - The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.
- 1.2 State** - The State of Florida.

SECTION 2. STATE TERM CONTRACT.

2.1 Initial Term.

The Initial Contract Term will be for five (5) years. The Initial Contract Term shall begin on August 22, 2016 or the last date upon which this Contract is signed by all Parties.

2.2 Renewal Term.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the State to do so. A Customer may suspend a purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress shall become the property of the Customer and shall be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor shall adhere to the ceiling prices, which are incorporated by reference into the Contract. Ceiling prices are "not to exceed" prices and lower pricing may be negotiated by the Customer under this Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

- (a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.
- (b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in price/fees over the course of the Contract period. To that end, the price indicated in this Contract is a maximum guarantee. Contractor's fee or price under this Contract will not exceed the Contractor's total fees or price then in effect for substantially the same commodities or contractual services to any organization with similar services to those in this Contract. During the term of the Contract, if Contractor implements or provides any other client, whether a public or private entity, such pricing more favorable than the pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and if the Department accepts then the Department and Contractor will execute an amendment of this Contract. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Customer after delivery and acceptance of commodities or contractual services is confirmed in writing by the Customer. Invoices shall contain detail sufficient for an audit and shall contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services. The Contractor shall provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders shall not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State or agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to the rule. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return to the Department or Customer any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor shall return any overpayment to the Department or Customer within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer, of the overpayment.

SECTION 4. CONTRACT DOCUMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract, and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.

All notices required under the Contract shall be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

SECTION 5. CONTRACT MANAGEMENT.

5.1 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract:

Jennifer Hyatt
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 414-6741

Email: jennifer.hyatt@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

5.2 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract:

Michael Lombardi
DataSavers of Jacksonville, Inc.
888 Suemac Road
Jacksonville, FL 32254
Telephone: (904) 786-5749
Email: mlombardi@datasaversfl.com

In the event that the Contractor changes the Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

5.3 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small businesses to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdhelp@dms.myflorida.com.

The Contractor shall report to the Customer its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 RESPECT.

In accordance with subsection 413.036(3), F.S., if commodities or contractual services required for the performance of the Contract are on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

5.5 PRIDE.

Notwithstanding a purchasing authority making reasonable sourcing determinations of need, price, and quality for products or services comparable in performance specifications, price and quality and in accordance with subsection 946.515(6), F.S., if commodities or contractual services required for the performance of the Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 6. COMPLIANCE WITH LAWS.

6.1 Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

6.2 Notice of Legal Actions.

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination for cause of the Contract.

6.3 Governing Law and Venue.

The laws of the State of Florida shall govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract shall not constitute waiver of such rights.

6.6 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the provision held invalid.

6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance), is a material breach.

6.8 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

6.9 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library->

archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 7. CONTRACTOR REQUIREMENTS.

7.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

7.2 Subcontractors.

The Contractor shall not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

7.3 Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor.

7.4 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor shall remove the commodity from the premises within 10 days after notification of rejection and the risk of loss shall remain with the Contractor. Commodities not removed by the Contractor within 10 days shall be deemed abandoned by the Contractor and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

7.5 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner

acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

SECTION 8. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE.

8.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

8.2 General Liability Insurance.

The Contractor shall secure and maintain Commercial General Liability Insurance including bodily injury, property damage, products, personal & advertising injury and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor shall require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing

4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

8.3 Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Further, the Contractor shall fully indemnify, defend, and hold harmless the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

SECTION 9. PUBLIC RECORDS AND TRADE SECRETS.

9.1 Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

- (1) The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701, F.S., the Contractor shall:
 - (a) Keep and maintain public records required by the public agency in order to perform the service.
 - (b) Upon request from the public agency, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

9.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

SECTION 10. INTELLECTUAL PROPERTY.

10.1 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract. Proceeds to the Department derived from the sale, licensing, marketing or other authorization related to any such Department-controlled intellectual property right shall be handled in the manner specified by applicable Florida statute.

SECTION 11. SCRUTINIZED COMPANY LIST.

11.1 Certified Not Scrutinized.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

SECTION 12. DATA SECURITY AND SERVICES.

12.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

12.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.

(c) The type and number of entities who were, or potentially have been affected by the breach.

(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

12.3 Remedial Measures.

Upon becoming aware of an alleged security breach or security incident under section 12, the Contractor's Contractor Manager shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Contract Manager and in all events, within one business day.

12.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

12.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 13. RECORDS RETENTION

13.1 Document Management.

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 14. GIFTS AND LOBBYING.

14.1 Gratuities.

The Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or

employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

14.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 15. INSPECTION AND VENDOR OMBUDSMAN.

15.1 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S.

15.2 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

SECTION 16. CONTRACT MONITORING.

16.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Department, or of other agencies involved in the project on behalf of the Department.

16.2 Performance Deficiency.

In addition to the processes set forth in section 2.3 of the Contract, if the Department or Customer determines that the performance of the Contractor is unsatisfactory, the Department or Customer may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Department or Customer. The Contractor shall provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

16.3 Financial Consequences of Non-Performance.

If the corrective action plan provided in section 16.2 is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed

a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

16.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

16.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted by the Contractor. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the

Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 17. CONTRACT AUDITS.

17.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

17.2 Payment Audit.

Records of costs incurred under terms of the Contract shall be maintained in accordance with section 13.1 of the Contract. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 18. BACKGROUND SCREENING AND SECURITY.

18.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check(s) as directed by the Department. The cost of the background check(s) shall be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed every five years from the time initially performed for each person during the term of the Contract.

18.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the

Contract. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five (5) days to the Contract Manager identifying the new hire with its E-Verify case number.

18.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes.
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes.
- (c) Forgery and counterfeiting.
- (d) Violations involving checks and drafts.
- (e) Misuse of medical or personnel records.
- (f) Felony theft.

18.4 Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DOCUMENT MANAGEMENT SERVICES**

Exhibit C: Special Contract Conditions

1. Literature.

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

2. Antitrust Assignment.

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

3. Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4. Electronic Invoicing (eInvoicing).

Electronic Invoicing or eInvoicing is presentation of an invoice electronically for payment. eInvoicing provides several benefits to vendors:

1. Shorter payment cycle.
 - Your invoice is delivered electronically to the customer for processing.
2. Invoicing control.
 - You can view your invoice as it is processed through the system.
3. Sustainability.
 - No paper or postage.
4. Frees your team to work on more important tasks.

5. Ariba Network (AN).

MyFloridaMarketPlace leverages the Ariba Network (AN) to facilitate both catalog solutions and electronic invoicing (eInvoicing). In order to eInvoice and have a catalog solution with the state, vendors would register with the AN.

Please see the [Ariba Network website](#) for more details about the **AN** and to register.

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DOCUMENT MANAGEMENT SERVICES**

Exhibit D: Statement of Work

1. Purpose

Document Management Services includes storage of a State Agency's or Eligible User's physical and electronic records and providing storage supplies, archiving services, document classification, organization, retrieval, transportation delivery/pick-up services, destruction, scanning services and digital document storage. Records may be in any form or format including electronic (ex. paper, film, disks, digital media, etc.). The Contractor is responsible for providing personnel, materials, software, equipment, transportation, and facilities to perform all requirements listed in the Statement of Work for each Region awarded.

Contractors shall provide Customers secure online access to their records via the Internet utilizing a Customer Portal and Repository. This records and information management system must permit access to the Customer's inventory of physical and electronic storage records for the purpose of tracking, monitoring status, maintaining an automated inventory and database of the Customers' digital scans, retrieving records (both physical and electronic), account management and notifications including emails, invoicing, and reporting.

The Department understands that technology is rapidly changing in this industry and therefore reserves the right to expand any Document Management Services identified within this solicitation or new innovations that become available during the contract term. Awarded Contractors may propose alternatives for equivalent, better or more cost effective commodities, technology and/or services than specified under the Contractor's original response at any time during the life of the contract.

2. General Requirements

2.1. Customer Service and Administration

The Contractor shall provide Customers all services provided under the resulting contract during normal business hours, Monday through Friday, 8:00AM through 5:00PM ET, including a point of contact accessible via telephone and email. This point of contact shall be someone with specific knowledge of all services provided and located within each specific Region.

2.2. Physical Storage

The Contractor will provide a records storage warehouse(s) that has a minimum storage capacity of at least 50,000 cubic feet in each Region of service. All records are to be stored in a manner such that all reasonable steps are taken for the protection and preservation of records. A portion of the storage warehouse must be environmentally controlled for temperature and humidity for the storage of sensitive records. The storage warehouse shall provide adequate shelving appropriate for various records, files, and cartons. The storage warehouse shall provide at a minimum, security in the form of physical deterrent and services protection and 24 hour burglar monitoring. The Contractor's storage warehouse shall provide fire and flood protection, which shall include 24 hour monitoring of fire and smoke alarm systems. If the Contractor needs to increase the storage warehouse capacity during the contract term, the Contract will not include cost reimbursement for the additional capacity, utilization or transport to the larger storage warehouse and the Contractor will be responsible for any such costs.

2.3. Storage-General Records

The Contractor shall maintain a system of general records storage. General records are those records that may be available to the general public and shall be stored according to recognized industry-standards for record keeping.

2.4. Storage-Sensitive Records

The Contractor shall maintain a system of sensitive records storage. Sensitive records are those records that must protected from damage and degradation and may also have a heightened sense of security. These records may be exempt from public record requirements or may be considered confidential under law. These records also may contain personal health information or other privacy information.

2.5. Electronic Media Storage

The Contractor shall provide, in addition to the Physical Storage section, a specific location within the storage warehouse appropriate for electronic storage media. Electronic storage media may include, but not be limited to the following singular items: compact discs, DVDs, tapes, films, hard drives, flash drives, cartridges, etc. The storage location within the warehouse shall be conditioned appropriately for electronic storage media to protect such items from damage and degradation.

2.6. Secure Microfilm Storage

The Contractor shall provide secure storage for microfilm and microfiche, in a fireproof, climate controlled vault that is protected from damage and degradation by storage in acid-free boxes. The vault shall include intrusion alarms and access shall be limited.

2.7. Products

The Contractor shall provide standard boxes, acid free containers, and electronic storage media products under this Contract.

2.8. Receiving and Entry of Records

The Contractor shall have a digital cataloging system for receiving and for the entry of records into the storage warehouse which shall include barcoding, labeling, indexing, shelving and providing a receipt to the Customer. This system shall maintain an inventory of all documents, files, and cartons maintained in the warehouse. The system shall also be used to document when records are being retrieved from storage, destroyed by the Contractor, picked up at off site locations, or delivered. The method of documentation must be sufficient that the records can be tracked to its current location accurately. This system shall also have monitoring for retention schedules and records eligible for destruction based on Customer guidelines.

2.9. On-Site Pick-up and Review

The Contractor shall provide a suitable location at each storage warehouse for Customers to pick-up and review their records. The review location shall contain at a minimum a workstation, a chair and ensure customer privacy. Regular on-site pick-up and review shall be available during normal business hours, Monday through Friday, 8:00AM to 5:00PM ET.

2.10. Regular Retrieval

The Contractor shall have a system of records retrieval from the storage warehouse for purposes of transport pursuant to the Regular Delivery section of this contract. All retrievals

of records shall be documented in the Contractor's digital cataloging system within 48 business hours.

2.11. Next Day Retrieval

The Contractor shall provide next day records retrieval from the storage warehouse for purposes of transport pursuant to the Next Day Delivery section of this contract. All retrievals of records shall be documented in the Contractor's digital cataloging system within 48 business hours.

2.12. Same Day Retrieval

The Contractor shall provide same day records retrieval from the storage warehouse for purposes of transport pursuant to the Same Day Delivery section of this contract. All retrievals of records shall be documented in the Contractor's digital cataloging system within 48 business hours.

2.13. Refile

The Contractor shall return to storage records that were previously retrieved by a Customer.

2.14. Permanent Removal/Withdrawal

The Contractor shall confirm and update in their inventory system the status of any records that have been permanently removed from storage.

2.15. Transportation

The Contractor shall provide their own means of transportation of records which shall be operated by licensed and insured employees. The Contractor shall not subcontract the transport services without first obtaining authorization from the Department. Transport personnel shall be employees of the Contractor or previously approved subcontractors. Vehicles shall be appropriately insured by the Contractor and/or subcontractor.

2.16. Regular Pick-Up

The Contractor shall provide a method for providing regular pick-up services of boxed and labeled records from an address within the Region it was awarded. The Contractor shall be responsible for picking up boxed and labeled records from a centralized location for each Customer order. Pick-up orders placed before 2:00PM ET, on a business day will be picked up within the following two (2) business days.

2.17. Next Day Pick-Up

The Contractor shall provide a method for next day pick-up services of boxed and labeled records from an address within the Region it was awarded. The Contractor shall be responsible for picking up boxed and labeled records from a centralized location for each Customer order. Pick-up orders placed before 2:00PM ET, on a business day will be picked up the following business day.

2.18. Same Day Pick-Up

The Contractor shall provide a method for same day pick-up services of boxed and labeled records from an address within the Region it was awarded. The Contractor shall be responsible for picking up boxed and labeled records from a centralized location for each Customer order. Same day pick-up orders must be picked up the same business day.

2.19. Regular Delivery

The Contractor shall provide a method for regular delivery services to an address within the Region it was awarded. Delivery orders placed before 2:00PM ET, on a business day will be delivered within the following two (2) business days.

2.20. Next Day Delivery

The Contractor shall provide a method for next day delivery services to an address within the Region it was awarded. Delivery orders placed before 2:00PM ET, on a business day will be delivered the following business day.

2.21. Same Day Delivery

The Contractor shall provide a method for same day delivery services to an address within the Region it was awarded. Same day delivery orders placed before 12:00 noon ET must be delivered on the same business day. Orders placed after 12:00 noon ET must be delivered on the following business day unless after-hours or holiday services are requested and authorized by the Customer.

2.22. After-Hours or Holiday Services

The Contractor shall provide service after normal business hours (Monday-Friday, 8:00AM-5:00PM ET) and holiday records retrieval, pick-up/delivery services and on-site review. All records shall be available for emergency retrieval 24 hours per day, seven days a week. The following days are observed as holidays by state agencies:

- New Year's Day
- Birthday of Dr. Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If the actual holiday falls on a Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

2.23. Transportation Handling Fee

An additional fee that may be combined with the specified pick-up or delivery service fee when the amount of records and/or cartons is in excess of 100 cubic feet of material that is to be transported to or from an address within the Region the Contractor was awarded service. Such fee and any associated transport must be preauthorized by the Customer.

2.24. Out of Area Transportation Service Fee

An additional fee that may be combined with the specified pick-up or delivery service fee if the transport of records and/or cartons exceeds a 50 mile radius for pick-up and/or delivery to or from an address within the Region the Contractor was awarded service. Such fee and any associated transport must be preauthorized by the Customer.

2.25. Third Party Transportation

The Contractor may utilize a third party carrier such as the United States Postal Service (USPS), United Parcel Service (UPS), and Federal Express (FedEx) for the transport of records if pre-authorized by the Customer. The use of these services shall not alter the Contractor's time requirements for delivery and pick-up services. Any fees billed to the Customer for transportation services shall not exceed the Contractor's ceiling rate(s) as specified on the price sheet.

2.26. Record Destruction

The Contractor shall provide services for the destruction of records, cartons, plastic media or any other such type record whether physical or electronic. The Contractor shall have written policies and procedures in place to ensure secure handling and destruction of Customer material. If documents are shredded, they must be shredded in accordance with National Association for Information Destruction (NAID) standards and cut into fine particles so that no fragment of what remains contains any legible data. Electronic storage media destruction may occur by any method in which the media is destroyed so that no data may be extracted, including hydraulic punching, shredding, onsite erasure, and degaussing. Paper shredding and media destruction services must be provided on-site and/or off-site upon Customer request. The Contractor and/or its subcontractor must hold a NAID Certification throughout the life of the contract. Upon destruction of the records and prior to payment, the Contractor will provide the Customer with a Certification of Destruction or a receipt reflecting the destruction of the records.

2.27. Scanning

The Contractor shall provide a method and service for the digital scanning of records, including large documents greater in size than 8.5" x 14" at a minimum of 300 dots per inch (DPI) in both grayscale and color. The original document's text and graphic image shall be converted into digital data, which may then be emailed, transferred to a new media and formatted for use and if applicable, stored in the Customer Portal and Repository. The resulting scanned documents shall be accessible through open standards such as searchable PDF, TIFF, JPEG, etc.

2.28. Photocopy Services

The Contractor shall provide photocopy services of pages from the Customer's records inventory.

2.29. Facsimile/Email Services

The Contractor shall provide facsimile and email services of pages requested from the Customer's records inventory.

2.30. Quality Assurance

The Contractor shall have a quality control/quality assurance plan that meets the requirements of this Contract and to maintain the integrity of such records. The Contractor will be responsible for verifying the quality and accuracy of the results of all records that are manipulated by the Contractor.

2.31. Quarterly Sales Reports Requirement

If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

2.32. Performance Bond

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of providing the commodities/services required under this Contract. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.

2.33. Financial Consequences

Failure to Meet Pick-up/Delivery Standards	\$100.00 per day for pick-ups/deliveries not made by the required timeframe
Failure to Maintain Records in Accordance with Industry Standards	\$500.00 per occurrence
Lost/Misplaced Records	\$250.00 per occurrence
Failure to Destroy Records as Required	\$500.00 per occurrence

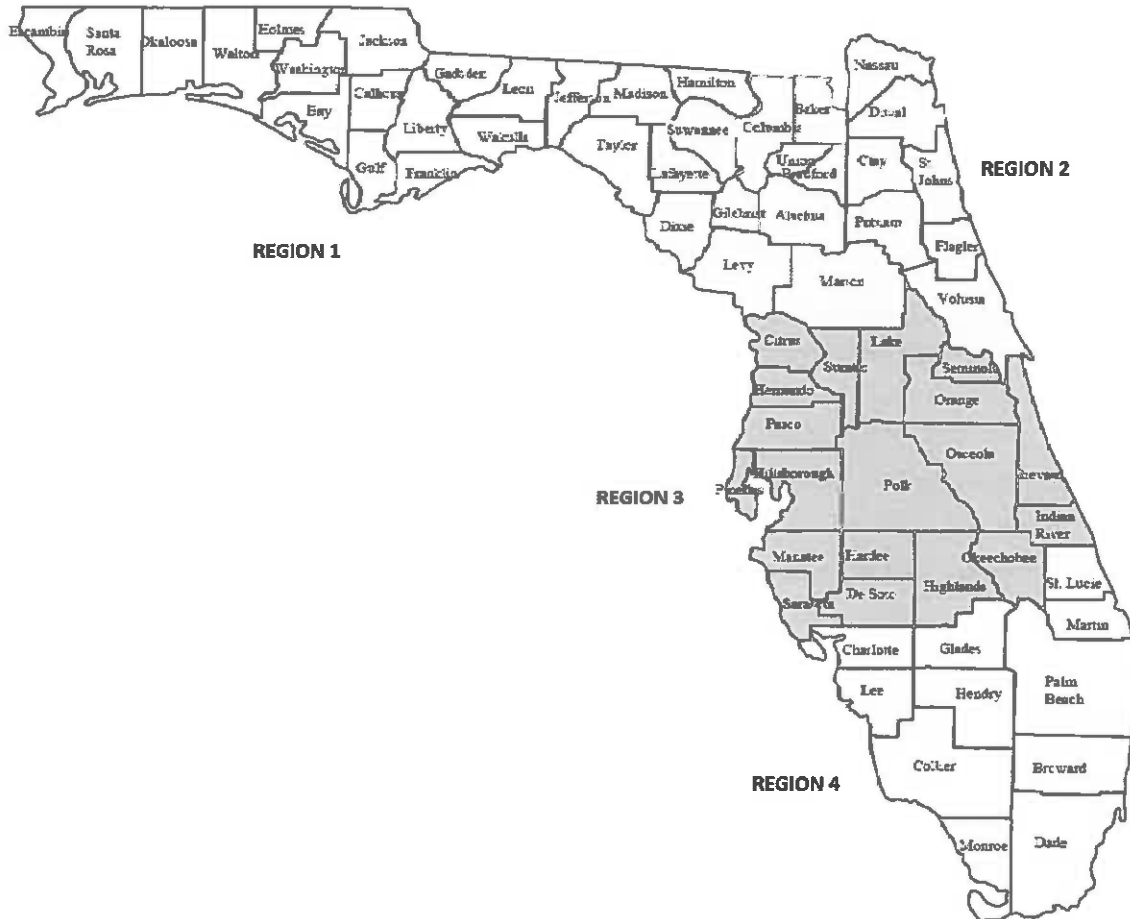
The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

2.34. Contract Transition

Upon Contract expiration or termination, the incumbent Contractor shall ensure a seamless transfer of records and be responsible for coordinating the transfer and movement of records, files and cartons with any subsequent Contractor(s) necessary to transition the services of this Contract. The incumbent Contractor and subsequent Contractor(s) assume any and all expenses that may arise to transfer and move all records, files and cartons. The Contractor shall develop a detailed written transition plan and coordinate with any subsequent Contractor(s) a schedule for a records storage transition. The transition plan must be prior approved by the Department.

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2.35. Regional Map



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**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DOCUMENT MANAGEMENT SERVICES**

Exhibit E: Price Sheet(s)

Region No. 2 - Northeast FL						
Contractor Name:		DATASAVERS OF JACKSONVILLE, INC.				
Category No.	Service Category	Line No.	Service Type	Unit of Measure	Initial Term Service Price	Renewal Term Service Price
1	Physical Storage	a.	Storage-General Records	per cubic foot per month	\$ 0.150	\$ 0.150
		b.	Storage-Sensitive Records	per cubic foot per month	\$ 0.270	\$ 0.270
		c.	Electronic Media Storage	per carton per month	\$ 1.250	\$ 1.250
		d.	Secure Microfilm Storage	per carton per month	\$ 1.250	\$ 1.250
		e.	Standard Carton/Box (1.2 cubic feet)	per carton	\$ 1.750	\$ 1.750
		f.	Acid Free Carton (1.2 cubic feet)	per carton	\$ 7.500	\$ 7.500
2	Receiving, Entry, Retrieval and Refile of Records (Includes On-Site Pick-Up and Review)	a.	Barcode, Label, and Index (Receiving and Entry)	per carton	\$ 1.500	\$ 1.500
		b.	Regular Retrieval/Refile	per carton	\$ 1.600	\$ 1.600
		c.	Next Day Retrieval/Refile	per carton	\$ 2.500	\$ 2.500
		d.	Same Day Retrieval/Refile	per carton	\$ 3.500	\$ 3.500
		e.	After-Hours or Holiday Retrieval/Refile	per carton	\$ 4.000	\$ 4.000
		f.	Permanent Removal/Withdrawal	per carton	\$ 3.250	\$ 3.250
3	Record Destruction	a.	Destruction - Certified Shredding	per cubic foot	\$ 2.250	\$ 2.250
		b.	Physical Destruction (CD/DVD, Film, etc.)	per item	\$ 0.950	\$ 0.950
4	Transportation	a.	Regular Pick-Up/Delivery	per trip	\$ 16.000	\$ 16.000
		b.	Next Day Pick-Up/Delivery	per trip	\$ 20.000	\$ 20.000
		c.	Same Day Pick-Up/Delivery	per trip	\$ 50.000	\$ 50.000
		d.	After-Hours or Holiday Pick-Up/Delivery	per trip	\$ 95.000	\$ 95.000
		e.	Transportation Handling Fee (Transport exceeds 100 cubic feet of material)	per trip	\$ 50.000	\$ 50.000
		f.	Out of Area Transportation Service Fee (Transport exceeds a 50 mile radius)	per trip	\$ 50.000	\$ 50.000
5	General Services	a.	Scanning - 300 DPI Grayscale or Color	per page	\$ 0.080	\$ 0.080
		b.	Scanning - Large Documents (Greater than 8.5" x 14")	per page	\$ 1.000	\$ 1.000
		c.	Photocopy Services Fee	per page	\$ 0.100	\$ 0.100
		d.	Facsimile Services Fee	per page	\$ 0.250	\$ 0.250
		e.	Email Services Fee	per email	\$ 0.250	\$ 0.250

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-43
Award of RFP #2019-06 - Quest Ecology, Inc. / Budget Amendment - Capital
Improvements Fund

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-43

SYNOPSIS: The City developed and advertised RFP #2019-06 for an Amelia Island Beach Habitat Conservation Plan and received four responses. After evaluating the proposals, the RFP Evaluation Committee recommends Quest Ecology, Inc.

Included in this agenda item are the minutes of the RFP Evaluation Committee meeting regarding the final recommendation and all proposals received. This Resolution also authorizes the execution of all documentation related to the award.

The City and Nassau County are partnering together on this project. The cost of \$99,500 will be split 50% between each agency (\$49,750 per City and County). Funding for this project was not included in the Fiscal Year 2019/2020 Budget.

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

FISCAL IMPACT: Staff recommends amending the budget by increasing the Habitat Conservation Plan account, 3007200 56333 (Project #20041), and USACE Refund account, 300 33324, both by \$49,750.

This amendment increases the total City Budget from \$174,030,484 to \$174,080,234.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): N/A

Nan Voit, Parks & Recreation Director	3/17/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP #2019-06 TO QUEST ECOLOGY, INC. FOR THE PREPARATION OF THE AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN; APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENTS FUND IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City developed and issued Request for Proposal (RFP) #2019-06 in February 2020, for the preparation of the Amelia Island Beach Habitat Conservation Plan and established an evaluation committee; and

WHEREAS, after careful review of the four responses, the Amelia Island Beach Conservation Plan RFP Evaluation Committee, consisting of two City employees, two Nassau County employees and an advocate for Amelia Island Sea Turtle Watch, unanimously recommends Quest Ecology, Inc.; and

WHEREAS, the City and Nassau County are partnering together on this project. The cost of \$99,500 will be split 50% between each agency (\$49,750 per City and County); and

WHEREAS, funding for this project was not included in the Fiscal Year 2019/2020 Budget; and

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

WHEREAS, staff recommends amending the budget by increasing the Habitat Conservation Plan account, 3007200 56333 (Project #20041), and USACE Refund account, 300 33324, both by \$49,750; and

WHEREAS, this amendment increases the total City Budget from \$174,030,484 to \$174,080,234.

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

SECTION 1. The City Commission hereby accepts the recommendation of the Evaluation Committee and awards RFP #2019-06 to Quest Ecology, Inc. in the amount of \$99,500 (City portion is \$49,750).

SECTION 2. The City Commission hereby approves amending the budget by increasing the Habitat Conservation Plan account, 3007200 56333 (Project #20041), and USACE Refund account, 300 33324, both by \$49,750.

SECTION 3. The City Commission approves increases the total City Budget from \$174,030,484 to \$174,080,234.

SECTION 4. The City Commission hereby authorizes the City Manager and City Clerk, upon approval of the City Attorney, to execute any documentation relating to this RFP.

SECTION 5. This Resolution shall become effective immediately upon adoption.

ADOPTED this 7th day of April, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed proposals for **AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**. “Amelia Island” includes beaches within the limits of the City of Fernandina Beach, and unincorporated areas of Nassau County.

The CITY will receive sealed proposals at the location stated below no later than **2:00pm, January 09, 2020**.

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the FIRM to have its proposal 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 Proposer. Proposals received after the deadline will not be considered.

The original proposal (**1 original, 4 copies and 1 electronic version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #2019-06** and addressed to:

City of Fernandina Beach
Attn: City Clerk’s Office – **RFP #2019-06**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Proposal is to be taken to the Clerk’s Office at the above address.

The competitive sealed proposal shall be accompanied by a “**Contact Sheet/Proposal Form**”, herein provided as “**Exhibit A**”, a “**Public Entity Crimes Statement**”, herein provided as “**Exhibit B**”, a “**Drug Free Workplace Certification**”, herein provided as “**Exhibit C**”, an “**E-Verify Statement**,” herein provided as “**Exhibit D**”, “**Proposer Acknowledgements and Agreements**”, herein provided as “**Exhibit E**”, “**Conflict of Interest**”, herein provided as “**Exhibit F**”, “**Non-Collusion Affidavit**”, herein provided as “**Exhibit G**” and “**Dispute Disclosure**” herein provided as “**Exhibit H**”.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

SCOPE OF WORK

The City of Fernandina Beach (COFB) is seeking qualified, experienced, and licensed firm(s) to develop a Beach Habitat Conservation Plan (HCP) for Amelia Island beaches (exclusive of state and federal lands subject to an existing HCP):

- Implement a series of meetings with potential partners to assess needs and concerns and garner support for establishment and implementation of a Beach Habitat Conservation Plan (HCP). Facilitation will include: conducting the meetings, taking meeting minutes, and providing a written summary of the meeting for attendees and other interested parties. Potential partners may include, but are not limited to, the Amelia Island Sea Turtle Watch, COFB designated Staff, Nassau County Board of Commissioners (BOCC) designated staff, and others deemed necessary by either COFB or BOCC.
- Delineate the area to be covered by the HCP, which shall include all beach areas on Amelia Island (exclusive of state and federal lands subject to an existing HCP).
- Define a list of plant and animal species to be covered by the HCP, specifically including endangered species and Florida imperiled species.
- Determine the activities to be covered by the HCP.
 - Using existing data to the greatest extent possible (which may include fieldwork and surveys) and compilation of known data on other species, and providing them in ARC/Shape files, develop a conservation overlay tool, showing the best representation of plant and animal species present and the best spatial configuration for viable populations of species:
 - Location of all remaining coastal areas on conservation land
 - Location of all coastal areas on Amelia Island
 - Location of all coastal associated plant and animal species
 - A map of both individual plant and animal species location and all plant and animal species location
 - All existing private, state, and federally protected lands, including easements, on the beach and that which are proposed for state, federal conservation acquisition/easement
 - Protected areas on the beach that are conservation-managed and those proposed to be conservation-managed lands
 - All federally protected plant and animal species in the covered area
- Estimate amount of time expected over the duration of the Incidental Take Permit (ITP)
- Identify the avoidance and minimization measures and alternatives for those activities to be covered by the HCP.
- Identify mitigation measures to cover area that cannot be avoided or minimized
- Develop an implementation plan and identify funding source(s) for implementing the HCP
- Provide economic analysis to determine most sustainable and equitable funding options to support the HCP long term (including potential grants)
- Develop a monitoring plan
- Coordinate a liaison with Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish & Wildlife Services

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

- Submit final draft of HCP and application for an Incidental Take Permit (ITP) to US Fish & Wildlife Services.
- **The project should be completed by April 1, 2021.**

CONTENT OF PROPOSALS

Proposals should include the following:

- An introduction indicating an understanding of the desired services and commitment to the City.
- A detailed proposed work plan incorporating the above scope of work, and timetable for completion including application period for the ITP.
- A description of the expected relationship between the consultant and City staff.
- Description of similar work completed and the associated clients (including contact information).
- Any other information that may be of interest to the City or relevant to the proposal.
- City Exhibits A-H

EVALUATION PROCESS

All Requests for Proposals (RFP) will be evaluated in terms of project approach, experience, quality of work, and capacity to perform. Past performances on local government projects will also be assessed in terms of timeliness, completing work within budget and quality of work.

EVALUATION CRITERIA

- | | |
|--|------------|
| • Quality of Firm and Experience | 20% |
| • Qualifications of Staff | 20% |
| • Project Approach – demonstrates understanding of project requirements, and proposes methods to accomplish the work meeting or exceeding criteria listed in the RFP. | 20% |
| • Schedule of Work | 20% |
| • Proposed Cost | 20% |

Award shall be made to the consultant whose proposal is deemed to be most advantageous to the CITY.

CONTACT

Specification questions during the proposal period shall be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

ADDENDA

A written response to FIRM's questions will be issued via Addendum and posted on the CITY's website at www.fbfl.us/bids and the Demandstar website at www.demandstar.com. It is the responsibility of the FIRM to check the CITY's website for Addenda prior to submitting their proposal.

The deadline for questions is **five days** before proposal opening.

FIRM SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

The selection committee charged with the review and ranking of RFPs shall include the following:

1. Two City of Fernandina Beach representatives
2. Two Nassau County Board of County Commissioners representatives
3. One member of the Amelia Island Sea Turtle Watch

All RFP respondents will be notified of selection or non-selection. The selection committee will review and rank each of the RFP responses.

ANTICIPATED SCHEDULE

Request for Proposal (RFP) advertised	December 5, 2019
RFP Opening Date (deadline for receipt 2:00pm)	January 09, 2020
Evaluation Committee Meeting	February 13, 2020
Selection by City Commission	March 17, 2020

This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form, attached hereto as “Exhibit A”, shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form shall be furnished. The Proposer 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 Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers 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. Proposers 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 Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service shall be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

3. REJECTION OF PROPOSAL

- a. The City reserves the right to accept or reject any or all Proposals, 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 PROPOSAL

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

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL 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. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer 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 proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer 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.

CITY OF FERNANDINA BEACH, FLORIDA
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- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal

Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

CITY OF FERNANDINA BEACH, FLORIDA
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AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Proposer, Proposer 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, Proposer shall forfeit its proposal 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 proposer 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 proposal.

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all attorney's

CITY OF FERNANDINA BEACH, FLORIDA
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fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision 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.

INSURANCE

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

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

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

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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) Dollars 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) Dollars per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and 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.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

15. PROPOSAL PROTESTS

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

16. FEDERAL GRANT MONEY

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

CITY OF FERNANDINA BEACH, FLORIDA
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AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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 City or County 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 and County Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City or County Personnel have been lobbied in violation of the black-out period.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "A"
CONTACT SHEET/PROPOSAL FORM

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN: \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2019-06

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

agents who are active in management of an entity.

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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 BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature

My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT “H”
DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm	Date
------	------

Authorized Signature	Printed or Typed Name and Title
----------------------	---------------------------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. What is the City's budget for this project? A budget for this project has not yet been developed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No. 2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. The City will accept the changes in the indemnification language for this project as follows:

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioner, 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, actions, causes of actions, 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~~ and to the extent caused by the negligent and/or deliberated acts or omissions of CONTRACTOR/VENDOR, its officers, employees, agents and representatives. CCONTRACTOR/VENDOR...

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. Will this be a time and materials with a not to exceed value contract or a fixed price contract? **The City anticipates negotiating pricing when considering value engineering**
2. Will invoices be paid monthly based on work completed or based on acceptance by the City of deliverable products? **As negotiated in the contract**
3. What is the source of funding for the HCP, and is the proposed schedule contingent on the City obtaining funding? **Grants along with City and County funding**
4. Issuance of an incidental take permit is a federal action under the National Environmental Policy Act (NEPA).
 - How does the USFWS plan to comply with the NEPA? **City staff has no expertise in this area. USFWS staff has not discussed NEPA compliance with the City, yet. The City has used RFP templates from Volusia and St. Johns County, FL to create this RFP document. We are not aware of NEPA compliance plans being included with the RFP document. The City knows the following from the USFWS website:**

What is NEPA?

In issuing an incidental take permit, the U.S. Fish and Wildlife Service must comply with the National Environmental Policy Act (NEPA) and other statutory and regulatory requirements, including any state or local environmental/planning laws. As such, they may be categorically excluded from the National Environmental Policy Act or may require either an Environmental Assessment or, rarely, an Environmental Impact Statement.

- Is the City accounting for NEPA compliance as part of the proposed project schedule? **The City does not have project budget established but is waiting for the proposals. City seeks the ITP and whatever needs to be done to receive it.**
5. Will the City entertain potential refinements/improvements to the Statement of Work provided in the RFP? **The City anticipates some value engineering**
 6. Since this is primarily a “technical service” (Time Only) RFP, would the City consider waving the Bond requirement? **No, but City will accept irrevocable letter of credit in lieu of bond**
 - We can guarantee that we will not withdraw our proposal for a period of ninety (90) calendar days after proposal closing date.
 - We typically provide such guarantees for other local, state and federal governments/agencies without providing a Bond.
 7. If the City cannot wave the Bond requirement, can you confirm that the City will accept an “irrevocable letter of credit” in lieu of a Bond as security for submitting a proposal that is contingent on a winning submittal? **See Answer to #6 above**

CITY OF FERNANDINA BEACH BID OPENING TALLY

RFP 2019-06 January 9, 2020

Bid Name: Amelia Island Beach Habitat Conservation Plan

Attended by: Nan Voit and Wanda Weaks

DATE/TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	EXHIBITS A-H	ADDENDUMS 1-2-3	BOND
01/08/2020 11:43am	EAI - Ecological Associates, Inc.	\$112,664.00	X	X	N/A
01/09/2020 9:04am	ESI - Environmental Solutions & Innovations, Inc.	\$257,457.00	X	X	X
01/09/2020 1:28pm	ERS - Environmental Resource Solutions	\$155,000.00	X	X	N/A
01/08/2020 11:50am	Quest Ecology, Inc.	\$99,500.00	X	X	N/A

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
RFP 2019-06 Amelia Island Beach Habitat Preservation Plan
Evaluation Committee Meeting
February 13, 2020 – 2:00pm

Committee members present: Kelly Gibson, Nan Voit, Valerie Feinberg, Doug Podiak

Committee member absent : Mary Duffy

Staff members present: City Attorney Tammi Bach, Purchasing Agent Wanda Weak

The meeting was called to order at 2:00pm by Committee Chairman Kelly Gibson

Four submittals were received for this Request for Proposal. Individual scoring sheets, prepared by each committee member, were received prior to the meeting and consolidated into one sheet which tallied the total scores for each submittal. Based on the overall evaluation scoring, Quest Ecology, Inc. scored the highest, Ecological Associates, Inc. ranked second, Environmental Resource Solutions ranked third and Environmental Solutions & Innovations, Inc. ranked fourth.

Committee members discussed arriving at the scores based on the firms' qualifications and the services provided by each as well as the price. There was discussion about budgeting for the project and the time frame for starting the project. A grant for this would be available in April 2021 and if any work is done before then, the City and County would have to agree on how to fund the project. The discussion continued concerning the incidental take permit needed for this project. City Attorney Bach will get the information and email to all involved.

Committee member Voit made a motion to first award to Quest Ecology, Inc., with a second award to Ecological Associates, Inc., a third award to Environmental Resource Solutions and a fourth award to Environmental Solutions & Innovations, Inc. This was seconded by Committee member Feinberg. The motion was carried by the Committee, being all "ayes".

The meeting was adjourned at 2:45pm.

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

RFP 2019-06

combined

Criteria

Weight

1 Quality of Firm and Experience	20
2 Qualification of Staff	20
3 Project Approach - demonstrates understanding of project requirements, and proposes methods to accomplish the work meeting or exceeding criteria listed in the RFP	20
4 Schedule of Work	20
5 Proposed Cost	20
	100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	EAI		ESI		ERS		Quest	
	Total		Total		Total		Total	
1 Quality of Firm and Experience	20	400	19	380	19	380	19	380
2 Qualification of Staff	21	420	22	440	20	400	21	420
3 Project Approach	18	360	17	340	19	380	20	400
4 Schedule of Work	18	360	17	340	16	320	22	440
5 Proposed Cost	17	340	8	160	13	260	23	460
SCORE	94	1880	83	1660	87	1740	105	2100



City of Fernandina
Beach, Florida

RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN



1/9/2020

COPY

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Tab 1 Letter of Introduction

Dear Selection Committee Members:

Ecological Associates, Inc. (EAI)¹ is an environmental consulting firm headquartered in Jensen Beach, Florida and certified by the Small Business Administration as a Small Business. EAI has extensive practical experience developing Habitat Conservation Plans (HCPs) in support of Incidental Take Permit (ITP) applications for various land- and water-based activities affecting protected coastal species. EAI understands the objective of the City of Fernandina Beach and Nassau County in developing an HCP is to address activities taking place on their beaches which may result in the take of protected species.

EAI helped prepare the first countywide HCP in Florida (Volusia County) to protect sea turtles from beach driving. Following issuance of the ITP in 1996, EAI assisted Volusia County with implementation of its HCP and in 2005 was instrumental in amending the Permit for an additional 25-year term. EAI has since contracted with Indian River, St. Johns, and Walton Counties to prepare countywide HCPs for the protection of sea turtles from shoreline armoring, beach driving, special events, and other activities. EAI was also a key member of a technical Working Group to develop a Statewide HCP for the protection of 19 species of sea turtles, shorebirds, and beach mice from activities permitted under the Florida Department of Environmental Protection's Coastal Construction Control Line Program. We also recently prepared an HCP for sea turtle impacts associated with the generation sites for a major Florida power producer.

EAI continues to support HCP implementation within Volusia County by providing a full-time biologist to manage sea turtle nesting surveys and data collection. In addition, the firm assists Indian River County with implementation and amendment of their HCP, performing nesting sea turtle and shorebird surveys, and conducting beach lighting assessments. Also, EAI is preparing an HCP for the City of Fort Lauderdale to address affects to protected species from special events held on the beach.

To summarize: EAI has a long history developing HCPs for protected coastal species, a deep understanding of ITP issuance criteria, and ample recent experience executing scopes of services like those requested in RFP 2019-06. We have used our experience and current working knowledge to develop this proposal and offer our commitment to the City that, if selected, we will provide a cost-effective and robust project meeting your objectives. Please direct any questions regarding this proposal to me at (772) 334-3729 or niki@ecological-associates.com.

Sincerely,



Niki Desjardin
Director of Operations

¹ EAI operates as a DBA of The Transit Group, Inc., a Florida corporation.

Tab 2 Proposed Work Plan

Scope of Work

EAI's cost proposal for this project is outlined under the Proposed Cost section of this tab and task numbers are embedded in the text below to correspond to the Proposed Cost table. Due to some uncertainties that remain regarding all the activities that will be covered under the Amelia Island Beach HCP, as well as the species that will be covered, EAI recommends a two-phased approach.

Phase I of HCP development will involve preliminary project scoping, including an introductory meeting between EAI and the City (**Task 1**) followed by discussions to assess the needs and concerns of potential partners and affected stakeholders (**Task 2**). EAI will then meet with state-agency staff at FWC (**Task 3**) to ensure a complete understanding of the issues the Amelia Island Beach Habitat Conservation Plan (AIBHCP) needs to address. Details uncovered at these meetings will help inform the depth of information required within the HCP and allow us to develop a clearer timeline and outline of principal components of the City's HCP. EAI and the City will then meet with the USFWS (**Task 4**) to propose the timeline and principal components and solicit feedback prior to proceeding with drafting the HCP. EAI will coordinate all meetings, take meeting minutes, and provide written summaries of the meetings to attendees and other interested parties.

Phase II will involve the development of the required HCP chapters with guidance from the City and USFWS (**Task 5**). The chapters will define and describe the biological goals and objectives, covered activities, covered species, the plan area, threats to covered species, an assessment of anticipated take, an alternatives analysis, avoidance and minimization measures, mitigation measures, implementation strategy and schedule, funding plan, an adaptive management plan, changed/unforeseen circumstances, plan management, compliance monitoring, and reporting. EAI anticipates the need for additional, ad hoc, meetings with stakeholders as HCP components are developed. HCP components – mainly minimization and mitigation measures – are likely to affect stakeholders and meeting with them is intended to provide understanding and buy-in from these stakeholders.

EAI will prepare the ITP application for the City to be submitted to the USFWS, prepare an environmental assessment (**Task 6**) (addressing purpose and need, alternatives analysis, and impact assessment) in support of the application in conformance with NEPA requirements, respond to USFWS questions and public comments following the initial HCP draft, and prepare and submit the final draft of the HCP (**Task 7**). Please note that EAI, in accordance with USFWS guidance, proposes a third-party (i.e., subcontractor) draft the environmental assessment. EAI will subcontract with Stantec to prepare the environmental assessment.

Lastly, EAI proposes to use existing GIS data prepared as part of the Florida Beaches HCP for the 19 species of sea turtles, beach mice, shorebirds, and gopher tortoises identified during that project. Use of these data will supplement and enhance any GIS data already compiled by the City of Fernandina Beach and local sea turtle monitoring groups. EAI's familiarity with the Florida Beaches HCP data will streamline the GIS processing component of the City's HCP and save time and resources.

Timetable for Completion

Phase	Task	Description	Month																
			1	2	3	4	5	6	7	8	9	10	11	12					
I	1-3	Meetings with City, Stakeholders, & State Agencies)																	
		Written meeting summaries																	
	4	Meeting preparation																	
		Meeting with USFWS																	
		Written summary of meeting																	
		Adjust schedule for HCP preparation/ITP process																	
II	5	Draft HCP document																	
		Final Document reviewed by City																	
		Document review with USFWS																	
		Prepare ITP application for submittal to USFWS																	
	6	Prepare Environmental Assessment																	
	7	Respond to USFWS questions*																	
		Respond to public comments																	
		Prepare implementation agreement (if necessary)																	
	* Response period begins when the USFWS completes its review																		

The above timetable is compatible with the project schedule identified in the City's RFP. Assuming a project start date in March 2020, the 12-month timetable for completion will provide project completion by April 1, 2021. However, please note Task 7 services are dependent on the USFWS's processing of the ITP application and thus cannot be guaranteed to conclude by April 1, 2021.

Proposed Cost

EAI - City of Fernandina Beach - Incidental Take Permit & Habitat Conservation Plan							
Phase	Task	Item	Rate	Qty	Unit	Total	QUOTE
I	1	Meeting and site visit with City (Project Manager and Senior Scientist, including summary report)	\$ 145.00	16	Hours	\$ 2,320.00	\$ 4,999.00
			\$ 125.00	16	Hours	\$ 2,000.00	
		Per Diem (GSA Rate)	\$ 82.50	2	Travelers	\$ 165.00	
		Hotel (2 rooms X 1 night) (GSA Rate)	\$ 96.00	2	Rooms	\$ 192.00	
		Mileage (GSA Rate)	\$ 0.575	560	Miles	\$ 322.00	
	2	Meeting with potential partners and stakeholders (Project Manager and Senior Scientist, including summary report)	\$ 145.00	33	Hours	\$ 4,785.00	\$ 9,589.00
			\$ 125.00	33	Hours	\$ 4,125.00	
		Per Diem (GSA Rate)	\$ 82.50	2	Travelers	\$ 165.00	
		Hotel (2 rooms X 1 night) (GSA Rate)	\$ 96.00	2	Rooms	\$ 192.00	
		Mileage (GSA Rate)	\$ 0.575	560	Miles	\$ 322.00	
	3	Conference call with State agencies (FWC/DEP; Project Manager, including summary report)	\$ 145.00	4	Hours	\$ 580.00	\$ 580.00
	4	Meeting with USFWS (Project Manager and Senior Scientist, including summary report)	\$ 145.00	16	Hours	\$ 2,320.00	\$ 5,434.00
			\$ 125.00	16	Hours	\$ 2,000.00	
		Per Diem (GSA Rate)	\$ 82.50	2	Travelers	\$ 165.00	
		Hotel (2 rooms X 1 night) (GSA Rate)	\$ 96.00	2	Rooms	\$ 192.00	
		Mileage (GSA Rate)	\$ 0.575	560	Miles	\$ 322.00	
		Develop schedule for HCP/ITP preparation	\$ 145.00	3	Hours	\$ 435.00	
II	5	Draft HCP document (Project Manager and Senior Scientist)	\$ 145.00	100	Hours	\$ 14,500.00	\$ 63,062.00
			\$ 125.00	200	Hours	\$ 25,000.00	
		Ad Hoc meetings with City and stakeholders	\$4,999.00	3	Meetings	\$ 14,997.00	
		Obtain habitat maps	\$ 300.00	1	Map	\$ 300.00	
		Prepare final document (after City review)	\$ 145.00	24	Hours	\$ 3,480.00	
		Document review with USFWS	\$ 145.00	30	Hours	\$ 4,350.00	
		ITP application preparation	\$ 145.00	3	Hours	\$ 435.00	
	6	Environmental Assessment (purpose and need, alternatives analysis, and impact assessment)	\$ 145.00	112	Hours	\$ 16,240.00	\$ 16,240.00
	7	Permitting (Respond to FWS questions)	\$ 145.00	40	Hours	\$ 5,800.00	\$ 12,760.00
		Permitting (Respond to public comments)	\$ 145.00	40	Hours	\$ 5,800.00	
Implementation Agreement preparation		\$ 145.00	8	Hours	\$ 1,160.00		
TOTAL							\$ 112,664.00

Tab 3 Relationship between City of Fernandina Beach and EAI Staff

Involvement of City (and County) staff is critical to the project's success. EAI will provide a high level of communication to City staff and regular updates at a frequency preferred by City staff. As project issues and choices arise, EAI will provide guidance, background, options, and recommendations to City staff who will make decisions affecting the project.

City staff are anticipated to participate in most, if not all, meetings with agency staff, review draft documents for consistency with City policy and direction, and provide information to EAI needed for development of the HCP. EAI will provide the high level of service and scientific expertise expected by the City and will always keep the City's interests at the forefront.

Tab 4 Similar Work Completed and References

Protected Species Specialist

Client: Volusia County

Contact Name: Ginger Adair, Environmental Division Director

Contact Address: 123 W. Indiana Ave., Deland, Florida 32720

Telephone: (386) 736-5927 ext. 12059

Email Address: gadair@volusia.org

Project Description: EAI has served as Volusia County's Protected Species Specialist (PSS) since 1996 when the County was issued a Federal Incidental Take Permit (ITP) for beach driving. The PSS is responsible for implementing conservation measures for sea turtles, piping plovers, and other protected species, as prescribed in the County's Habitat Conservation Plan (HCP) and for assessing the effectiveness of those measures. In addition to overseeing protected species issues, EAI has assisted in beachfront light management efforts, developed and implemented HCP training programs, analyzed monitoring data, prepared annual reports in compliance with ITP terms and conditions, and prepared environmental assessments and other documents in support of ITP amendments and renewal.



EAI continues to support HCP implementation within Volusia County by providing a full-time biologist to manage sea turtle nesting surveys and data collection along 10.5 miles of County beaches south of Ponce de Leon Inlet. From May through September each year, every sea turtle crawl is carefully examined to determine which species of turtle came ashore and whether or not it nested. All nests are conspicuously marked for avoidance, monitored daily throughout their incubation to determine nest fate, and subsequently evaluated for reproductive success.



Additionally, EAI participates in monthly shorebird surveys in and around Ponce Inlet, an area federally designated as critical habitat for wintering piping plovers in Volusia County. During these surveys, the date, number, location, and activity of all shorebirds sighted is recorded. If piping plovers are banded, the color and arrangement of the bands is recorded to determine the bird's nesting population. (**Project Dates:** 1996 – Current)

Florida Beaches Habitat Conservation Plan

Client: GEC, Inc.

Contact Name: Cade “Eddy” Carter, P.E.

Contact Address: 8282 Goodwood Blvd., Baton Rouge, LA 70806

Telephone: (225) 612-4103

Email Address: ecarter@gecinc.com

Project Description: EAI served as principal subcontractor to GEC, Inc. for the Florida Department of Environmental Protection’s (FDEP’s) Florida Beaches Habitat Conservation Plan (FBHCP) to protect Federally-listed plants and animals from activities permitted under FDEP’s Coastal Construction Control Line (CCCL) program. Nineteen species, comprised of sea turtles, beach mice, and shorebirds, are being considered for inclusion in the Plan. Once issued, the incidental take permit will authorize all incidental take causally related to the FDEP’s issuance of CCCL permits and will provide local governments and coastal property owners with a streamlined permitting process.

EAI was a member of the FBHCP Working Group from 2009-2018 and led biweekly meetings with FDEP, Florida Fish & Wildlife Conservation Commission, and U.S. Fish & Wildlife Service staff. EAI regularly consulted with the Working Group to guide the development of the FBHCP and provide recommendations to the FBHCP Steering Committee. EAI participated in and presented at dozens of Steering Committee and stakeholder outreach meetings.



EAI drafted major portions of the FBHCP, including chapters addressing biological goals, plan preparation process, covered species, threats to covered species, assessment of anticipated take, alternatives analysis, minimization measures, mitigation measures, and changed/unforeseen circumstances. Drafting these chapters included compilation and analysis of biological data, outreach to stakeholders, and planning based on years of experience with other Florida coastal HCPs. EAI also assisted the Working Group with drafting and development of outreach materials for stakeholder and public education. (**Project Dates:** 2009 – 2018)

Conservation Plan for Sea Turtles

Client: Florida Power & Light Company
Contact Name: Kristin Eaton, Environmental Services
Contact Address: 700 Universe Boulevard, Juno Beach, Florida 33408
Telephone: (561) 691-7132
Email Address: Kristin.Eaton@fpl.com

Project Description: EAI developed a Conservation Plan (CP) for Sea Turtles at the Cape Canaveral, Riviera Beach, and Port Everglades Energy Centers in Florida and will prepare an ITP application to be submitted to the National Marine Fisheries Service (NMFS) on behalf of FPL. EAI engaged in kickoff meetings and site visits at each energy center to identify issues specific to each facility and prepared written summaries of each meeting. EAI then scheduled and led a meeting with the NMFS and FPL in Silver Spring, Maryland, and authored a summary of the meeting and a schedule for the preparation of the CP and the ITP process. EAI prepared the draft CP with guidance from the NMFS and FPL; the document is currently under FPL review and is expected to be submitted to the NMFS in early 2020. (**Project Dates:** 2016 – Current)

City of Fort Lauderdale Habitat Conservation Plan

Client: City of Fort Lauderdale
Contact Name: Luisa Agathon, City Manager's Office
Contact Address: 100 N. Andrews Ave., Fort Lauderdale, Florida 33301
Telephone: (954) 828-5271
Email Address: Lagathon@fortlauderdale.gov

Project Description: EAI is developing a Habitat Conservation Plan (HCP) to protect sea turtles during special events that take place on or adjacent to the beach within city limits. EAI scheduled and attended meetings with the City and FWC to identify the activities, plan area, and species to be covered and prepared written summaries of each meeting. EAI also scheduled and hosted a series of public meetings with stakeholders to identify potential minimization measures and mitigation strategies; these meetings were attended by the City, FWC, and USFWS. The draft document is currently in development with guidance from the USFWS and City and is expected to be submitted to the USFWS in 2020. EAI will also prepare the ITP application and Environmental Assessment to be submitted to the USFWS on behalf of the City. (**Project Dates:** 2018 – Current)

Environmental and Biological Support Services

Client: Indian River County

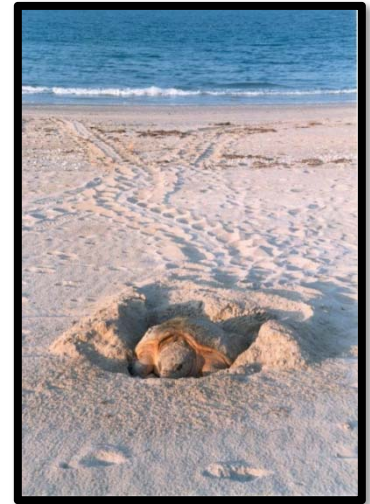
Contact Name: Quintin Bergman, Sea Turtle Environmental Specialist

Contact Address: 1801 27th Street, Vero Beach, Florida 32960

Telephone: (772) 226-1648

Email Address: qbergman@ircgov.com

Project Description: Since 2013, EAI has provided professional environmental support services for Indian River County coastal engineering projects under multiple continuing contracts. The awards were based, in part, on the long history of involvement of EAI's principals and scientists on coastal projects within the County, including preparing a Habitat Conservation Plan (HCP) to protect sea turtles from shoreline protection measures initiated under the County's emergency permitting authority. An Environmental Assessment (EA), as required by NEPA regulations, was developed by EAI on behalf of the USFWS to expedite processing of the Incidental Take Permit (ITP) application. Following ITP issuance in 2004, EAI implemented the HCP, including: standardization of sea turtle data collection techniques to ensure consistency among various monitoring groups; development of public awareness materials; development of a predator control plan; implementation of a light management plan; and coordination of activities among monitoring groups and County staff.



A continuing services agreement with the County, renewed in 2017, was established so that EAI could rapidly respond to storm-related coastal environmental issues. EAI currently assists with implementation of the County's HCP, performing nesting sea turtle and shorebird surveys and beach lighting assessments.

During 2019, EAI conducted sea turtle nesting surveys along approximately 10 miles of beach in support of the County's HCP. This effort involved daily monitoring for new crawls, marking and monitoring a representative sample of nests to determine nest fate and reproductive success, and documenting obstructions to nesting.

During each nesting season, EAI also conducts surveys to document non-compliant beachfront lighting which could be harmful to nesting and hatchling sea turtles. That information is provided to the County's code enforcement personnel along with recommendations for bringing problem lighting into compliance. **(Project Dates: 2017 – Current)**

Tab 5 Additional Information

Firm Qualifications

EAI has experience with the tasks required to meet the City of Fernandina Beach's objectives in obtaining an ITP and preparing an HCP for coastal activities (e.g. beach driving and parking) taking place on the City's and County's beaches. EAI has extensive experience developing HCPs in support of ITP applications for various coastal activities. To comply with NEPA regulations and expedite ITP issuance, EAI and Stantec have also prepared environmental assessments, which include an alternatives analysis and impact assessment. As a result of these varied projects, EAI and Stantec are intimately familiar with the HCP process and ITP issuance criteria and developed excellent working relationships with State and Federal wildlife agency staff, including:

- FWC staff in Tallahassee, who manage incentive-based conservation initiatives and serve as liaisons between ITP applicants and the USFWS;
- USFWS staff in Jacksonville and Vero Beach, who provide species- and activity-specific guidance during HCP development and implementation; and
- USFWS staff in Atlanta, who review the ITP application and HCP for region-wide considerations.

EAI understands that a good HCP is intended to balance resource protection with traditional land use operations and requires practical solutions to minimize and mitigate incidental take. No other firm in Florida has more experience with sea turtle HCPs than EAI. That experience, plus EAI's in-depth practical leadership with sea turtle monitoring issues, will serve to the benefit of the City of Fernandina Beach in expediting HCP development and ITP issuance for coastal activities on the beach which may result in the incidental take of protected species.

Founded in 1994, the firm employs 26 full-time biologists and ecologists and, depending on workload, up to 30 part-time laboratory and field technicians. EAI scientists and associates have extensive practical experience providing environmental services in support of the following types of projects: habitat conservation planning; beach nourishment; coastal construction; inlet, harbor and channel dredging; power plant and other industrial operations; dock permitting; land planning and development; utility corridor selection, construction, and maintenance; and nuisance vegetation control. EAI staff includes specialists in a broad range of aquatic and terrestrial systems, as well as staff with expertise in project management, environmental permitting, and Geographic Information Systems.

EAI's regimented health and safety program, project-specific standard operating procedures, system-wide quality assurance measures, and library of qualified job applicants allow the company to quickly and efficiently train and safely integrate new staff into its operations, as project needs dictate. EAI provides services to a variety of clients, including local, state, and federal government agencies, engineering and land planning firms, construction companies, private industry, research and development companies, utility companies, and homeowner associations. EAI's extensive practical experience, technical expertise, reputation, and small size ensure clients of responsive, scientifically rigorous, and cost-effective programs.

EAI is authorized to conduct biological, water quality, and endangered species monitoring, including the following:

- FWC Marine Turtle Permits (MTP #010, #160, #162, and #261) to perform nesting surveys, nest relocations, determinations of reproductive success, stranding and salvage operations, and to conduct public awareness programs
- FWC Special Activities License to collect submerged aquatic vegetation and indigenous fish and macroinvertebrates from state waters for scientific purposes
- FWC Authorized Gopher Tortoise Agents to survey for and relocate gopher tortoises
- Florida Department of Environmental Protection (FDEP) and FWC approval to provide sea turtle and marine mammal observers during marine construction operations
- Florida Department of Agriculture and Consumer Services Licensed Commercial Pesticide Applicators for Rights-of-Way, Natural Areas, and Aquatic Areas
- Qualified FDEP Stormwater Erosion and Sedimentation Control Inspectors
- Society of Freshwater Science certified Genus Level taxonomist
- Federal Aviation Administration (FAA) certified Remote Pilot operators to operate commercial drones

EAI has consistently demonstrated its responsiveness to client's requests for services, often mobilizing on short notice and meeting short turn-around times. Furthermore, the firm has consistently demonstrated its ability to deliver quality, cost-effective, scientific work products on time and within budget. As a testament to its capabilities, professionalism and cost-effective services, EAI currently holds multi-year environmental services contracts with Volusia, Brevard, Indian River, St. Lucie, and Martin Counties and holds long-term contracts with large corporations, such as Florida Power & Light Company (FPL).

EAI's scientists have excellent and long-standing working relationships with the State and Federal agencies responsible for environmental permitting and regulation. The quality and integrity of its work products are highly regarded by regulatory and scientific communities. EAI's extensive practical experience, local knowledge, technical expertise, familiarity with state and federal environmental regulations, and reputation ensures EAI's clients of responsive, scientifically credible and cost-effective work products.

Habitat Conservation Planning

EAI has a strong background in the field of protected species conservation and management, including extensive practical experience developing Environmental Assessments (EAs) and HCPs in support of Federal ITP applications. EAI is sensitive to local social, cultural, and economic interests and endeavors to strike a reasonable balance with environmental issues as it develops programs to ensure adequate protection for state and federally listed species. With respect to characterizing current and projected impacts to protected species, EAI depends heavily on objective, scientific analyses. The monitoring programs, policies, and administrative procedures incorporated into our conservation plans are designed to ensure a highly coordinated effort among affected stakeholders that will lead to the long-term stability and/or recovery of target populations.

No other firm or organization has more experience in the development and implementation of large-scale sea turtle HCPs than EAI. EAI's Senior Scientific Adviser, Mr. Robert Ernest, helped prepare the first countywide HCP in Florida (Volusia County) to protect sea turtles and piping plovers from beach driving. He also assisted in the preparation of an EA, as required by NEPA

regulations, in support of Volusia County's application to USFWS for a Federal Section 10 ITP. Following issuance of the ITP in 1996, EAI assisted the County with implementation of its HCP, including the development of a compensatory Beachfront Light Management Plan as mitigation for unavoidable impacts causally related to beach driving. Today, EAI continues to advise Volusia County on protected species matters, and assists the County with its data collection efforts by providing a full-time biologist to manage volunteer sea turtle monitoring activities on 10.5 miles of beach south of Ponce de Leon Inlet and assist with QA/QC on all sea turtle and shorebird data collected within the County. As a protected species advisor, EAI is responsible for: developing and implementing conservation policies and guidelines for protected species management on Volusia County beaches; developing and implementing HCP public awareness programs; providing technical guidance to the County on protected species and ITP issues; analyzing monitoring data; preparing reports in compliance with ITP terms and conditions; and serving as primary liaison with USFWS HCP staff.

Over the 23 years that the Volusia County ITP has been in effect, EAI has prepared more than 10 amendments to streamline administration of the HCP and eliminate requirements that provided little or no conservation value. In 2005, EAI revised the HCP, prepared NEPA supporting documents, and successfully renewed the County's ITP for a 25-year period. USFWS frequently promotes Volusia County as an example of an effective HCP, one that balances traditional and legal land uses with protected species conservation.

Owing to its experience and earlier success in Volusia County, EAI was contracted by Indian River County in 1999 to prepare an HCP to protect sea turtles from shoreline protection measures initiated under the County's emergency permitting authority. EAI coordinated numerous stakeholder meetings attended by representatives of USFWS, FWC, FDEP, Indian River County, the Caribbean Conservation Corporation (now Sea Turtle Conservancy), and affected property owners. Based on stakeholder input and extensive consultation with USFWS, EAI developed and assisted with implementation of the programs, policies, procedures, and administrative tools needed by the County to effectively minimize and mitigate impacts to sea turtles resulting from its emergency shoreline protection activities. An EA, per NEPA regulations, was developed by EAI on behalf of USFWS to expedite processing of the ITP application. During the first year following ITP issuance in 2004, EAI and Indian River County implemented its HCP, including:

- standardization of sea turtle data collection techniques to ensure consistency among various monitoring groups;
- development of public awareness materials;
- development of a predator control plan;
- implementation of a light management plan; and
- coordination of activities among monitoring groups and County staff.

Today, EAI continues to perform sea turtle monitoring for the County in support of the HCP or in compliance with permits issued for beach nourishment projects. All data are provided to the County's HCP Coordinator to ensure complete coverage of the County's coastline, as required under the HCP.

Since the Indian River County HCP was prepared, EAI has successfully prepared two additional countywide HCPs and their supporting NEPA documents and submitted applications to USFWS for ESA Section 10 ITPs. In St. Johns County, the HCP includes minimization and mitigation measures for the protection of sea turtles and the Anastasia Island beach mouse causally related to public vehicular beach access and other activities managed or regulated by the County. During HCP development, EAI scientists coordinated and attended over 27 meetings with County staff, USFWS, local scientists, the Board of County Commissioners, beach users, and other stakeholders to forge an approach that balanced social, economic, regulatory and environmental issues. That ITP, having a term of 20 years, was issued in 2006.

In 2007, EAI was contracted by Walton County to prepare an HCP for the protection of sea turtles, the Choctawhatchee beach mouse, and wintering piping plovers from impacts related to emergency shoreline protection measures. Following the passage of Hurricane Dennis in 2005, Walton County had issued over 250 permits to coastal property owners to allow installation of “temporary” emergency armoring structures to protect their homes from shoreline erosion. This singular event resulted in the installation of several miles of new seawalls along the County’s Gulf coast beaches. Often, the emergency measures undertaken did not conform to State law, and the structures caused incidental take to threatened and endangered species without the proper authorizations required under the ESA. In response, an intergovernmental agreement was negotiated between Walton County, FDEP, FWC, and USFWS. A key provision of that agreement was the County’s application for Federal funds to develop an HCP and apply for an ITP. A Steering Committee comprised of staff of Walton County, FDEP, FWC and USFWS monitored EAI’s development of the HCP. The ITP application was submitted to the USFWS in 2011.

As a subcontractor to GEC, Inc., EAI provided scientific expertise in the development of a Florida Beaches HCP to protect federally-listed plants and animals from activities permitted under FDEP’s Coastal Construction Control Line Program. Nineteen (19) total species comprised of sea turtles, beach mice, shorebirds, and gopher tortoises were considered for inclusion in the Plan. EAI’s experience was used to develop minimization and mitigation measures for sea turtles and help shepherd HCP development through the regulatory process. Once issued, the ITP will authorize all incidental take causally-related to the FDEP’s issuance of CCCL permits and will provide local governments and coastal property owners with a streamlined permitting process and other tangible benefits.

EAI recently developed a Conservation Plan (CP) for the National Marine Fisheries Service (NMFS) with specific minimization measures aimed at reducing take of sea turtles at three energy centers in Florida. Under contract to the City of Fort Lauderdale, EAI is developing a Habitat Conservation Plan to address impacts to sea turtles resulting from special events permitted by the City and held on the City’s beaches. Compared to the large-scale HCPs previously mentioned, these projects are examples of smaller-scale, site-specific conservation plans on par with the City’s HCP to address the impacts of local activities on protected species.

Resumes of Key Personnel

Amelia Island Beach Habitat Conservation Plan

Nicole Desjardin, M.S.

Grace Botson, M.S.

James Sellers, M.B.A.

Laurie Allnatt, B.A.

Joseph Scarola, B.S.

Robert Ernest, M.S.

NICOLE A. DESJARDIN, M.S.

Total Years' Experience: 19

Technical Specialties

- Habitat Conservation Planning
- Sea Turtle Conservation and Biology
- Permit Compliance Monitoring for Coastal Restoration Projects
- Nesting/Non-breeding Shorebird Surveys
- Geographic Information Systems (GIS)/Data Collection Using GPS

Professional History

- Ecological Associates, Inc.
- Florida Power & Light, Co.
- NC State University
- Loggerhead Marinelife Center

Education

- M.S. (Biology), 2005, Florida Atlantic University
- B.S. (Biology), 2000, University of Richmond

Professional Registrations and Affiliations

- National Habitat Conservation Plan Coalition
- Treasure Coast Shorebird Partnership
- Florida Association of Environmental Professionals
- International Sea Turtle Society

Certifications

- FWC Marine Turtle Permit Holder (MTP No. 010, 160, 162 and 261)
- PADI Advanced Open Water, Nitrox
- HeartSaver CPR/First Aid/AED

Synopsis of Qualifications

Coastal biologist with extensive experience managing protected species monitoring programs and coordinating/conducting field work in Florida. Implements sea turtle and shorebird permit-compliance monitoring for coastal construction projects (pre-construction through post-construction). Confirms monitoring protocols meet conditions of all State and Federal permits and Biological Opinions. Attends pre-construction conferences and coordinates with State and Federal agencies, engineering firms, and local stakeholders. Skilled at sea turtle nesting surveys and shorebird identification and monitoring during breeding and non-breeding seasons. Experience preparing Environmental Assessments and Habitat Conservation Plans for public and private sector clients.

Representative Project Experience

Habitat Conservation Planning – Project Manager responsible for drafting a Conservation Plan for incidental take of sea turtles at three energy centers in Florida (Broward, Palm Beach, and Brevard Counties) for FPL and preparing an Incidental Take Permit to be submitted to the National Marine Fisheries Service. Since 2016, has served in the role of Volusia County's Protected Species Specialist in compliance with ITP terms and conditions and currently manages EAI's sea turtle monitoring activities on 10.5 miles of beach south of Ponce de Leon Inlet. Collected sea turtle nesting and predation data in Indian River County in accordance with the County's HCP and submitted to HCP Coordinator. Participated in the Working Group tasked with developing the Florida Beaches HCP for the FDEP. Assisted with development of best management practices for activities permitted under the CCCL program; participated in species expert meetings to gather data and input from the scientific community regarding protected species issues (specifically sea turtles, shorebirds and beach mice); assisted with development of a mitigation plan and economic analysis for plan implementation. Attended the Habitat Conservation Planning for Endangered Species training course at the National Conservation Training Center, Shepherdstown, West Virginia (July 2014).

GRACE W. BOTSON, M.S.

Total Years' Experience: 16

Technical Specialties

- Habitat Conservation Planning
- Sea Turtle Conservation and Biology
- Sea Turtle Nesting Surveys and Reproductive Success Analysis
- Artificial Light Management
- Shorebird Monitoring
- Field Work and Data Collection
- Data Management and QA/QC
- Geographic Information Systems (GIS)/Data Collection Using GPS

Professional History

- Ecological Associates, Inc.
- Department of Environment, Grand Cayman
- Boston University

Education

- M.S. (Biology), 2006, Florida Atlantic University
- B.A. (Marine Biology), 2000, Boston University

Professional Registrations and Affiliations

- National Habitat Conservation Plan Coalition
- International Sea Turtle Society

Certifications

- HeartSaver CPR/First Aid/AED

Synopsis of Qualifications

Biologist with extensive experience conducting nesting surveys and data collection for sea turtle monitoring programs on nourished (pre-construction through post-construction monitoring) and non-nourished beaches in Palm Beach, Martin, St. Lucie, and Indian River Counties. Experience preparing HCPs for public and private sector clients. Responsible for management of field operations and data collection, including attending pre-construction meetings and coordinating with State and Federal agencies, engineering firms, and County personnel. Experience performing nighttime surveys for nesting turtles during active beach construction and relocating nests. Responsible for training field staff, data management and QA/QC, data analysis, and preparation of final reports, including Florida Fish & Wildlife Conservation Commission (FWC) nourishment and SNBS/INBS spreadsheets.

Representative Project Experience

Habitat Conservation Planning – Responsible for preparing annual reports (including data analysis for sea turtle, wintering piping plover, and nesting shorebird monitoring programs) for Volusia County's HCP submitted to the USFWS. Assisted in the preparation of major portions of the Florida Beaches Habitat Conservation Plan, including chapters addressing covered species, threats to covered species, and the plan area, for the FDEP. Prepared major sections of the Conservation Plan for Sea Turtles, including chapters addressing covered species and threats to covered species, for three FPL power plants. Attended multiple meetings with state and federal agencies and stakeholder groups and assisted in the preparation of the City of Fort Lauderdale Habitat Conservation Plan to minimize and mitigate impacts to sea turtles from special events permitted by the City. Attended the Habitat Conservation Planning for Endangered Species training course at the National

Conservation Training Center, Shepherdstown, West Virginia (October 2017). Attended the 2018 National Habitat Conservation Plan Coalition annual meeting and participated in a Technical Advisory Group addressing climate change in HCPs.

JAMES M. SELLERS, M.B.A.

Total Years' Experience: 17

Technical Specialties

- Habitat Conservation Planning
- Project Management
- Marine and Coastal Restoration
- Environmental Resource Permitting

Professional History

- Ecological Associates, Inc.
- Coastal Technology Corp.
- Florida Department of Environmental Protection
- Harbor Branch Oceanographic Institution

Education

- M.B.A. (Environmental Management), 2006, Florida Atlantic University
- B.S. (Psychology), 2002, University of Florida

Professional Registrations and Affiliations

- Florida Local Environmental Resource Agencies
- Florida Shore & Beach Preservation Association

Certifications

- Qualified Stormwater Management Inspector # 41443

Synopsis of Qualifications

Project manager, business operations, and business development professional with extensive experience in the planning, environmental, and engineering fields with roles in scientific research, water resource regulation, and consulting. Wide-ranging experience in planning, state and Federal permitting, bidding, construction oversight, permit compliance, and monitoring of coastal restoration and construction projects in Florida, Louisiana, and Texas. Field capabilities include wetland delineation, submerged aquatic vegetation surveys, and marine construction oversight. Specific project experience in beach and dune restoration, boat ramp development, dock and fishing pier construction, navigation improvements, shoreline stabilization, hardbottom mitigation, and wetland fill/restoration/mitigation projects.

Representative Project Experience

Florida Department of Environmental Protection (FDEP), Florida Beaches Habitat Conservation Plan, Tallahassee, FL – Participated in the Working Group tasked with developing the Florida Beaches Habitat Conservation Plan (HCP) for the FDEP. Assisted with development of HCP chapters addressing activities permitted under the Coastal Construction Control Line (CCCL) program, including characterization of the CCCL jurisdictional area, and studies of CCCL activities, including dune walkovers, coastal armoring, and coastal development of habitable structures. Assisted with development of a mitigation plan and economic analysis for plan implementation.

St. Lucie County, Local Funding Plan Development for South County Beach and Dune Restoration, St. Lucie County, FL – Served as project manager and lead to

develop and implement a municipal services benefit unit (MSBU) to provide for a local contribution of funding for construction of the South County Beach and Dune Restoration project. Tasks included: delineation of an MSBU boundary; development of a fair and reasonable formula to distribute assessments proportional to benefits received by properties within the MSBU boundary; public outreach meetings to educate affected property owners and answer questions; public presentations of the MSBU methods to the St. Lucie County Board of County Commissioners; and assistance to St. Lucie County staff in implementation of the MSBU.

LAURIE M. ALLNATT, B.A.

Total Years' Experience: 7

Technical Specialties

- Geographic Information Systems
- Trimble Software
- ESRI Software
- Data Collection, Conversion and Creation
- Spatial Analysis
- Satellite Image Processing
- Cartographic Production
- Georeferencing
- Data Management, QA/QC
- Submerged Resource Surveys
- Surveys for Threatened and Endangered Species
- Environmental Monitoring
- Sea Turtle Conservation and Biology

Professional History

- Ecological Associates, Inc.
- Gumbo Limbo Nature Center

Education

- B.A. (Geography), 2014, Florida Atlantic University

Certifications

- Advanced Geographic Information Systems
- Geographic Information Systems
- PADI Open Water
- HeartSaver CPR/First Aid/AED

Synopsis of Qualifications

Lead GIS specialist responsible for collecting data using Trimble GPS units and online resources, managing geodatabases, shapefiles, and KMZ files, and analyzing and processing data collected in the field. Calculates acreages for environmental resource permitting. Creates map products for various projects such as seagrass density, wetland delineation, endangered species locations, oyster reef growth, environmental resource permitting, and environmental assessments using ArcMap, ArcScene, ArcPad, ArcGIS Online, Python, TerraSync, TerraFlex, and Drone2Map. Prepared Quality Assurance Plans and SOP for all projects related to GIS. Responsible for training personnel on data collection, entry, and processing, as well as map-making techniques.

Representative Project Experience

Florida Power & Light Company, Estero Bay North Route Mitigation Plan, Lee County, FL – Surveyed for seagrasses along 3.92-mile subaqueous cable route using a sub-meter accurate Trimble GPS to map impacts to seagrass beds biannually and calculate the amount of bare bottom vs. seagrass coverage to evaluate seagrass recruitment. Collected data to evaluate oyster reef growth. Prepared maps using ArcGIS and Spatial Analyst to show the recovery of submerged resources over time at the impact area and mitigation site.

Florida Power & Light Company, Wetlands and Wildlife Assessments, Statewide – Conducted ecological assessments for potential impacts to wetlands and protected species from construction and maintenance of power lines Statewide, including in Palm Beach, Martin, St. Lucie, Brevard, Volusia, Okeechobee, and Union Counties. Activities included wetland delineation and

protected species surveys. Satellite imagery was analyzed to determine areas of special concern for ground-truthing. Prepared maps using ArcGIS for project overview, Florida Land Use, Cover and Forms Classification System (FLUCCS), and protected species, tree, and wetland permitting.

JOSEPH C. SCAROLA, B.S.

Total Years' Experience: 11

Technical Specialties

- Artificial Light Management
- Sea Turtle Conservation
- Shorebird Monitoring
- Field Work & Data Collection Using Sub-Foot GPS Systems

Professional History

- Ecological Associates, Inc.
- Coastwise Consulting, Inc.
- Marine Terminals, Corp.

Education

- B.S. (Biology), 2008, University of California, Los Angeles

Professional Registrations and Affiliations

- St. Lucie County Sea Turtle Working Group
- Treasure Coast Shorebird Partnership
- International Sea Turtle Society
- International Dark Sky Association

Certifications

- NAILD Lighting Specialist I
- NMFS-Approved Endangered Species Observer for Dredge and Disposal Projects

Synopsis of Qualifications

Biologist with experience in data collection and field operations for sea turtle nesting surveys on nourished (pre-construction through post-construction monitoring) and non-nourished beaches in Indian River, St. Lucie, Martin, and Palm Beach Counties. Performs nighttime lighting surveys to evaluate artificial beach lighting. Conducts daytime nesting surveys, monitors nesting turtles during active construction, and relocates nests to prevent impacts. Responsible for data collection, data verification and management, data analysis, preparation of final reports, including FWC nourishment spreadsheets and INBS/SNBS. Experience conducting breeding/non-breeding shorebird surveys and piping plover surveys in accordance with Special Permit Conditions outlined in FDEP construction permits, USACE permits, and USFWS Biological Opinions. Implements FWC Breeding Bird Protocols and data entry procedures. Skilled at data collection using a variety of highly accurate GPS systems (Trimble Geo 7X, ProXH, and Trimble R8 GNSS) and processing and mapping GPS data using ArcGIS Online, Trimble Business Center, and Google Earth.

Representative Project Experience

St. Lucie County, Light Management and Public Outreach Project, St. Lucie County, FL – Since 2015, conducted comprehensive lighting surveys of the entire unincorporated coastline of St. Lucie County to identify lights not in compliance with the County's Sea Turtle Protection Ordinance. Used sub-meter accurate Trimble Geo 7X GPS units fitted with laser rangefinders, in addition to DSLR cameras, to precisely locate and photograph non-compliant lights, enabling evaluation of their effect on sea turtles and the beach. Produced interactive aerial maps showing the GPS location of each

light source and the location on the beach from which they were observed. These aerial maps, along with written reports, were used by property managers and the County's Code Enforcement officers to identify non-compliant lights. Developed recommendations for modifying each non-compliant light to provide enough light for human safety and security while ensuring the light would not detrimentally affect sea turtles. Educated residents on sea turtle conservation and worked directly with property managers to ensure modifications met the specific needs of each facility. Follow-up lighting surveys were conducted to verify compliance with the County's lighting standards (presented at 39th Annual Sea Turtle Symposium, Charleston, SC).

ROBERT G. ERNEST, M.S.

Total Years' Experience: 35+

Technical Specialties

- Habitat Conservation Planning
- Incidental Take Permitting
- Protected Species Monitoring and Management
- Environmental Impact Assessments
- Estuarine Ecology
- Water Quality Monitoring
- Biological Inventories
- Submerged Resource Surveys
- Manatee Protection Plans
- 316(a) and (b) Power Plant Studies
- Benthic Ecology

Professional History

- Ecological Associates, Inc.
- Applied Biology, Inc.

Education

- M.S. (Marine Science), 1979, University of South Florida
- B.S. (Zoology), 1968, University of South Florida

Professional Registrations and Affiliations

- National and Florida Associations of Environmental Professionals
- Estuarine Research Federation
- Biological Society of Washington
- Florida Academy of Sciences

Synopsis of Qualifications

Provides scientific expertise and administrative and logistical support to EAI project managers; interacts with clients and regulatory agency personnel and assists with proposal preparation. Confirms that EAI's clients are provided with quality scientific work products that conform to the scope of work, meet contract specifications, and are delivered on time and within budget. Edits technical reports. Developed and implemented QA/QC measures providing multiple checks of data and information from collection through reporting. Drafts scientific papers, technical documents, and habitat conservation plans.

Developed Habitat Conservation Plans (HCPs) to protect sea turtles, beach mice, and piping plovers and successfully applied for Incidental Take Permits in Volusia, St. Johns, Indian River, and Walton Counties. Served on a Working Group developing a Statewide HCP for Florida's beaches in support of activities permitted under the FDEP's Coastal Construction Control Line (CCCL) Program. Nineteen (19) species of State and/or Federally-listed species, including sea turtles, shorebirds, beach mice and the gopher tortoise, were considered for coverage under the Florida Beaches HCP.

Representative Project Experience

Volusia County, Sea Turtle Habitat Conservation Plan (HCP), Volusia County, FL— Prepared a HCP and related Environmental Assessment (EA) in support of application for, and renewal of, a Section 10 (ESA) Incidental Take Permit (ITP) from the U.S. Fish and Wildlife Service (USFWS) to protect sea turtles and piping plovers from beach driving along Volusia County's beaches. Served as the County's Protected Species Specialist, developing and implementing conservation policies and guidelines for protected species management, analyzing data, and

preparing reports in compliance with ITP terms and conditions. Developed and implemented public awareness programs for sea turtles and other protected species and provided expert testimony in support of the HCP. Assisted in implementation of the HCP and managed EAI's sea turtle monitoring activities on 10.5 miles of beach south of Ponce de Leon Inlet.

Tab 6 City Exhibits A-H

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "A"
CONTACT SHEET/PROPOSAL FORM

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN: \$ 112,664.00

Name: The Transit Group, Inc. DBA Ecological Associates, Inc.

Federal Taxpayer ID: 61-1747043

Mailing Address: PO Box 405

City, State, & Zip Code: Jensen Beach, FL 34958

Telephone: (772) 334-3729 **Fax:** (772) 334-4925

Email: info@ecological-associates.com

Submitted By: Jimmy Sellers

Title: Environmental Specialist

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Beth Reilly **Title:** Bookkeeper/Office Manager

Email Address: beth@ecological-associates.com **Phone:** (772) 334-3729

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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.

Amelia Island Beach HCP

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2019-06.
The Transit Group, Inc. DBA
2. This sworn statement is submitted by (entity) Ecological Associates, Inc. whose business address is PO Box 405, Jensen Beach, FL 34958 and (if applicable) Federal Employer Identification Number (FEIN) is 61-1747043 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Niki Desjardin and my relationship to the entity named above is Director of Operations.
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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

agents who are active in management of an entity.

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

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

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

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

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

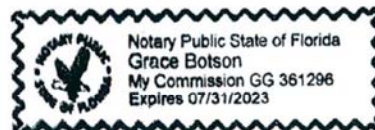
Niki Deryanki 1/3/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of January, 2020, and is personally known to me, or has provided _____ as identification.

Grace Botson
Notary Public

My Commission expires: 07/31/2023



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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: The Transit Group, Inc. DBA Ecological Associates, Inc.

CITY: Jensen Beach STATE: FL ZIP CODE: 34958

SIGNATURE:  PHONE: (772) 334-3729

NAME (TYPED OR PRINTED): Niki Desjardin TITLE: Director of Operations

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2019-06

Project Description: Amelia Island Habitat Conservation Plan

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: The Transit Group, Inc. DBA Ecological Associates, Inc.

Authorized Signature: Niki Deyarlin

Title: Director of Operations

Date: 1/3/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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: Niki Desjardin Title: Director of Operations

Signature: Niki Desjardin Date: 1/3/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Beach HCP
RFP 2019-06
The Transit Group, Inc. DBA

This sworn statement is submitted by (entity) Ecological Associates, Inc. whose business address is PO Box 405, Jensen Beach, FL 34958 and (if applicable) Federal Employer Identification Number (FEIN) is 61-1747043 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Niki Desjardin and my relationship to the entity named above is Director of Operations.

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

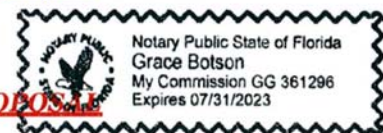
Niki Desjardin 1/13/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of January, 2020, and is personally known to me, or has provided _____ as identification.

Grace Botson My Commission expires: 07/31/2023
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Beach HCP
RFP 2019-06
The Transit Group, Inc. DBA

This sworn statement is submitted by (entity) Ecological Associates, Inc. whose business address is PO Box 405, Jensen Beach, FL 34958 and (if applicable) Federal Employer Identification Number (FEIN) is 61-1747043 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Niki Desjardin and my relationship to the entity named above is Director of Operations.

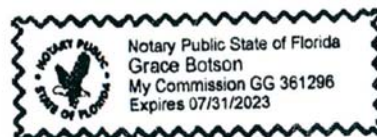
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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.

Niki Desjardin 1/3/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of January, 2020, and is personally known to me, or has provided _____ as identification.

Grace Botson My Commission expires: 07/31/2023
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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.

The Transit Group, Inc. DBA Ecological Associates, Inc.

Firm

Date

1/3/2020

Niki Desjardin
Authorized Signature

Niki Desjardin, Director of Operations
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Niki Desjardin **TITLE:** Director of Operations

ADDRESS: PO Box 405

CITY: Jensen Beach **STATE:** FL

AUTHORIZED SIGNATURE: Niki Desjardin **DATE:** 1/3/2020

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

1. What is the City's budget for this project? A budget for this project has not yet been developed.

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No. 2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Niki Desjardin **TITLE:** Director of Operations

ADDRESS: PO Box 405

CITY: Jensen Beach **STATE:** FL

AUTHORIZED SIGNATURE: Niki Desjardin **DATE:** 1/3/2020

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

1. The City will accept the changes in the indemnification language for this project as follows:

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioner, 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, actions, causes of actions, 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 and to the extent caused by the negligent and/or deliberate acts or omissions of CONTRACTOR/VENDOR, its officers, employees, agents and representatives. CONTRACTOR/VENDOR...

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Niki Desjardin **TITLE:** Director of Operations

ADDRESS: PO Box 405

CITY: Jensen Beach **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 1/7/20

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

1. Will this be a time and materials with a not to exceed value contract or a fixed price contract? **The City anticipates negotiating pricing when considering value engineering**
2. Will invoices be paid monthly based on work completed or based on acceptance by the City of deliverable products? **As negotiated in the contract**
3. What is the source of funding for the HCP, and is the proposed schedule contingent on the City obtaining funding? **Grants along with City and County funding**
4. Issuance of an incidental take permit is a federal action under the National Environmental Policy Act (NEPA).
 - How does the USFWS plan to comply with the NEPA? **City staff has no expertise in this area. USFWS staff has not discussed NEPA compliance with the City, yet. The City has used RFP templates from Volusia and St. Johns County, FL to create this RFP document. We are not aware of NEPA compliance plans being included with the RFP document. The City knows the following from the USFWS website:**

What is NEPA?

In issuing an incidental take permit, the U.S. Fish and Wildlife Service must comply with the National Environmental Policy Act (NEPA) and other statutory and regulatory requirements, including any state or local environmental/planning laws. As such, they may be categorically excluded from the National Environmental Policy Act or may require either an Environmental Assessment or, rarely, an Environmental Impact Statement.

- Is the City accounting for NEPA compliance as part of the proposed project schedule? **The City does not have project budget established but is waiting for the proposals. City seeks the ITP and whatever needs to be done to receive it.**
5. Will the City entertain potential refinements/improvements to the Statement of Work provided in the RFP? **The City anticipates some value engineering**
 6. Since this is primarily a "technical service" (Time Only) RFP, would the City consider waving the Bond requirement? **No, but City will accept irrevocable letter of credit in lieu of bond**
 - We can guarantee that we will not withdraw our proposal for a period of ninety (90) calendar days after proposal closing date.
 - We typically provide such guarantees for other local, state and federal governments/agencies without providing a Bond.
 7. If the City cannot wave the Bond requirement, can you confirm that the City will accept an "irrevocable letter of credit" in lieu of a Bond as security for submitting a proposal that is contingent on a winning submittal? **See Answer to #6 above**



Environmental Resource Solutions

A Division of SES Energy Services LLC



AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2019-06

Submitted by:

SES Energy Services LLC, ERS Division
3550 St. Johns Bluff Road South
Jacksonville, Florida 32224

Submitted by:

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2019-06
204 Ash Street
Fernandina Beach, Florida 32034

January 9, 2020



January 9, 2020

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2019-06
204 Ash Street
Fernandina Beach, FL 32034

RE: RFP 2019-06, Amelia Island Beach Habitat Conservation Plan

Dear Ms. Weeks:

Environmental Resource Solutions (ERS), *A Division of SES Energy Services LLC* is pleased to submit this proposal in response to the Amelia Island Beach Habitat Conservation Plan for the City of Fernandina Beach. We are confident that this proposal clearly demonstrates our continued ability to provide best in class service to the City of Fernandina Beach. To enhance our capabilities, ERS has teamed with Kimley-Horn. Mr. Brian Teeple, AICP, the former CEO of the Northeast Florida Regional Council, will serve as our Deputy Project Manager, as well as the lead facilitator and outreach coordinator. He will assist with the economic analysis, development of an Implementation Plan, and the identification of long-term funding sources. His 39 years of experience assisting local governments with plan development, writing codes and meeting facilitation is unmatched.

ERS has provided ecological and conservation consulting services for thousands of public-sector projects and clients such as, but not limited to: National Guard Bureau, Florida Department of Transportation, JEA, Jacksonville Port Authority, Space Florida, City of Jacksonville, Jacksonville Aviation Authority, St. Johns County, Clay County and Naval Facilities Engineering Command, Southeast. ERS' expert staff of certified wildlife biologists, wetland scientists, ecologists, marine scientists, botanists, and AutoCAD/GIS analysts have the knowledge and years of experience to provide the City of Fernandina Beach (the City) with the highest standard, professionally accountable work for all services requested.

We also ask the County to consider:

- Our experience with managing continuing services contracts is unsurpassed.
- ERS has built an enviable reputation statewide for quality ecological consulting for public-sector clients.
- ERS brings a pronounced specialty in permitting and an excellent reputation among the area's regulatory community.
- Our firm will commit manpower and resources as the contract's workload dictates.
- ERS is a certified *Disadvantaged Business Enterprise* by the state of Florida.
- Our current and projected workload allow for expeditious response time and attention to each project.

We have responded in the manner prescribed in the RFQ. Thank you for your consideration and we look forward to bringing our expertise and experience to serve the City of Fernandina Beach for the Amelia Island Beach Habitat Conservation Plan.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS
A Division of SES Energy Services LLC

Kim M. Allerton
Division Manager

Environmental Resource Solutions
A Division of SES Energy Services LLC
3550 St. Johns Bluff Road South, Jacksonville, Florida 32224
T. 904.285.1397, F. 904.285.1929

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Introduction

Environmental Resource Solutions (ERS), A Division of SES Energy Services LLC, is a full-service, ecological consulting firm which has provided the highest-level natural resource and ecological consulting to clients in Florida and throughout North America since 1996. ERS has provided ecological and conservation consulting services for thousands of public-sector projects and clients such as, but not limited to: National Guard Bureau, Florida Department of Transportation, JEA, Jacksonville Port Authority, Space Florida, City of Jacksonville, Jacksonville Aviation Authority, St. Johns County, Clay County and Naval Facilities Engineering Command, Southeast. ERS' expert staff of certified wildlife biologists, wetland scientists, ecologists, marine scientists, botanists, and AutoCAD/GIS analysts have the knowledge and years of experience to provide the City of Fernandina Beach (the City) with the highest standard, professionally accountable work for all services requested. The firm has developed an enviable reputation, in both the public and private sectors, for innovative approaches to all ecological, conservation management, and regulatory challenges. ERS understands the complexities of balancing economic growth and development with resource protection. Our diverse staff of experts maintains a strong rapport with all Federal and State resource and regulatory agency staff. This proves advantageous when negotiating mutually acceptable conservation plans.

ERS services include, but are not limited to: environmental master planning; conservation management plans; mitigation banking; state and federal environmental resource permitting; compensatory mitigation planning and implementation; wetland delineation and habitat mapping; habitat conservation; wildlife surveys and protected species relocations; submerged aquatic resource mapping; sovereign submerged lands, shoreline restoration, shoreline protection, dock, and pier permitting; water quality sampling and monitoring; exotic and invasive species consulting and control; erosion and sedimentation control, and National Environmental Policy Act (NEPA) documentation.

ERS pledges to provide quality, on-time environmental services to the City during this contract. We are fully aware of the type and number of staff resources required, and have the capabilities to respond accordingly. Providing conservation management services is one of ERS' core areas of competence. We specialize in providing these services to public sector agencies and authorities at the federal, state and local levels.

Kimley-Horn will supplement our team with Mr. Brian Teeple by serving as the Deputy Project Manager and providing professional meeting facilitator services, assisting with the identification of alternatives and mitigation measures, developing an implementation plan, identifying funding sources, and completing an economic analysis to identify long-term HCP funding sources. Mr. Teeple's 33 years of experience as the CEO of the Northeast Florida Regional Council brings unsurpassed public sector leadership and experience to our team.

Other team members will be used on an as needed basis as dictated by the specific scope of work for each phase of the project. We maintain a list of approved vendors spanning all the services required under this program, with established rates, terms, and conditions necessary to expedite any project assignment. We are available and ready to begin work on this contract immediately.

Proposed Work Plan

Since 1997, ERS has worked with numerous public sector clients and their engineers to assist with the development of projects that meet local, state, and federal environmental regulations while continuing to keep the client's interests at the forefront. ERS has worked on many coastal projects that required attention to sensitive environmental conditions. These projects include, but are not limited to, the reconstruction of the Jacksonville Beach Pier, replacement of several bridges in Cedar Key, FL, and the stabilization of Wynn's Creek shoreline following hurricane damage. In addition to coastal projects, ERS has extensive experience permitting and implementing both large and small-scale conservation-oriented projects such as the Cecil Commerce Center Conservation Management Plan, Edwards Bottomland wetland restoration, and eight wetland mitigation banks.



Each of these projects required in-depth environmental assessments to ensure that protected wildlife would not be adversely affected by the implementation of the project and that any impacts to wetlands or aquatic resources were minimized and mitigated appropriately. Because of its location, the reconstruction of the Jacksonville Beach Pier required incorporation of several listed species protection plans, including monitoring for nesting shorebirds, sea turtles and their nests, West Indian manatee, North Atlantic right whales, smalltooth sawfish, and Atlantic sturgeon. ERS worked with the City of Jacksonville, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and National Marine Fisheries Service (NMFS) to ensure the project met all regulatory requirements to prevent impacts to local wildlife.



The development of the Cecil Commerce Center Conservation Management Plan represents a uniquely complex plan that required extensive agency coordination. The resultant Conservation Management Plan incorporated resource-based timber management, wetland restoration, public access, and 73 acres of forested wetland creation.

Our team understands the complexities of engaging multiple stakeholders with varying interests. We are experts at building consensus and finding mutually acceptable solutions to complex ecological and public interest issues. Our team will deliver a Habitat Conservation Plan (HCP) and Incidental Take Permit (ITP) Application to The City of Fernandina Beach (City) well within the required completion date of April 1, 2021. Our approach to this project is detailed in the following sections.

Additionally, our team proposes to prepare the required National Environmental Policy Act (NEPA) document, which is anticipated to be an Environmental Assessment (EA), as part of our work plan. Since an ITP is a "federal action," NEPA compliance is required. While it is the responsibility of the U.S. Fish and Wildlife Service (FWS) to prepare the NEPA document, staffing and budgetary constraints often delay the completion of the required document. As such, our team will execute a disclosure statement (pursuant to 40 CFR 1506.5, 43 CFR 46.105, and 516 DM 8) that specifies we have no financial interest in the outcome of the project; therefore, we can prepare the EA on behalf of FWS. ERS has a long history of working with FWS staff on a variety of complex projects.



Approach to the Scope of Work

Project Kick-Off Meeting

Our team recognizes that the Beach HCP is a legally-binding City Plan. Our team will serve as an extension of City staff and will act accordingly at all times. Our Team, along with City staff, will hold one (1) kick-off meeting to discuss project expectations, communication procedures, coordination, and data needs. We will identify relevant stakeholders that should be engaged for the project duration. At that meeting, we will provide the City with a draft communications/public outreach outline and will adjust it accordingly based on City input.

Stakeholder Meetings

Immediately following the project kick-off meeting, our team will coordinate with FWS and Florida Fish and Wildlife Conservation Commission (FWC) to advise them of the City plan and approach. If necessary, we will modify the proposed work plan based on FWS and FWC recommendations.

We will conduct a series of facilitated meetings with potential partners to assess needs and concerns and garner support for the establishment and implementation of the Beach HCP. Our team will conduct up to ten (10) facilitated meetings with the following stakeholders, as approved by the City:

- City Staff
- County Staff
- Amelia Island Sea Turtle Watch
- Citizens for the Preservation of Public Beaches
- Amelia Island Beach and Marine Life Conservancy
- American Beach Residents/Interested Parties (including historic/traditional beach user groups)
- Florida Park Service
- Amelia Island Tourist Development Council
- Others deemed necessary by the City and/or Nassau County



Our team will maintain sign-in sheets, take detailed meeting notes, and prepare a written summary of each meeting to distribute, as necessary, to meeting attendees or other interested parties. We will utilize the sign-in sheets to develop an “interested party” list for public outreach and project updates throughout the process.

We propose to engage these same stakeholders when draft recommendations have been developed to assure continued engagement and support. Accordingly, up to ten (10) additional facilitated stakeholder meetings will be conducted as well as one (1) workshop open to the public at large.

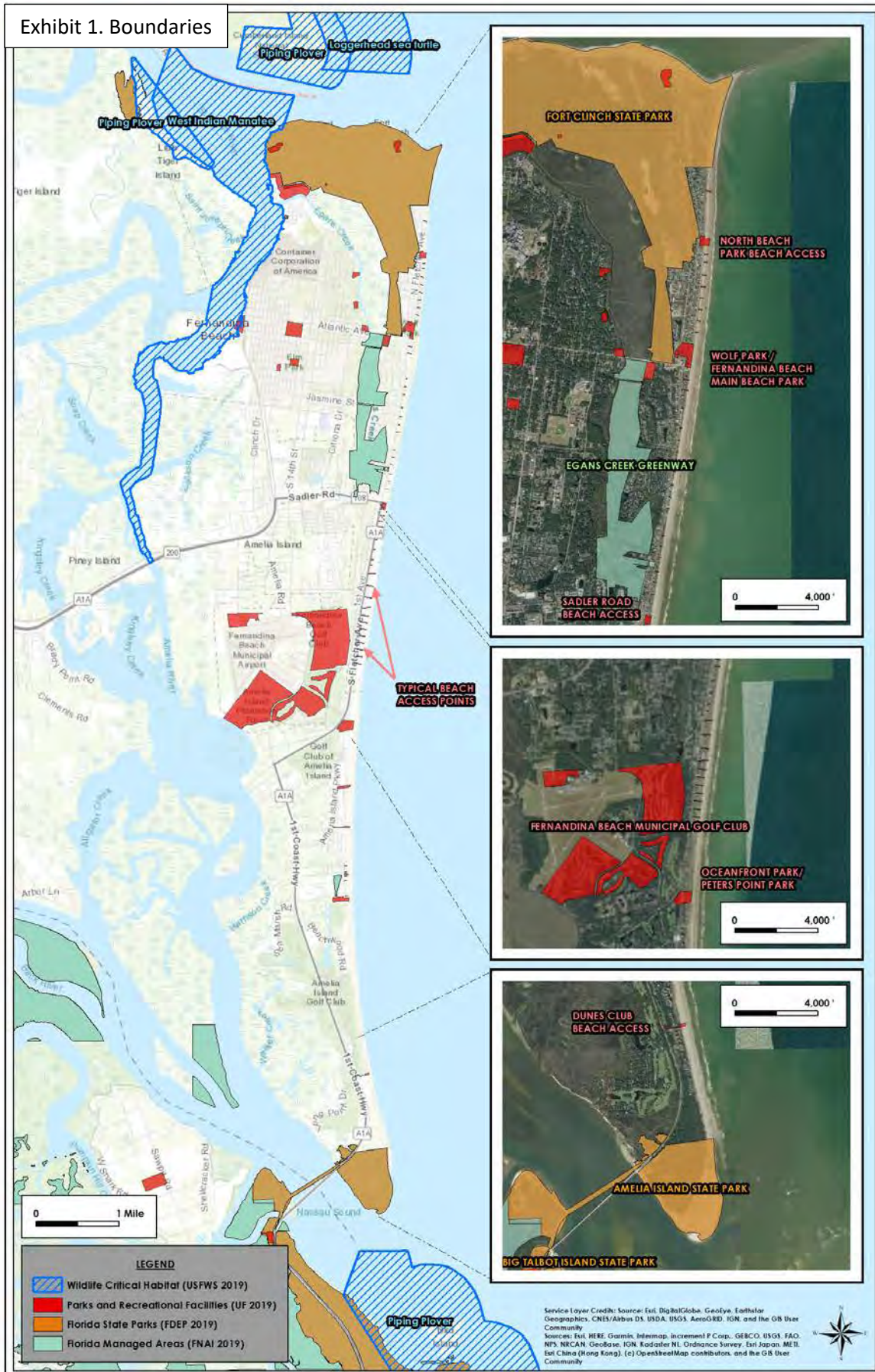
Establishment of Beach HCP Boundary

Working with the City and relevant stakeholders, our team will establish the boundary of the Beach HCP. All beach areas on Amelia Island, excluding areas under a conservation easement, and state and federal lands, will be covered by the HCP (Exhibit 1). We will prepare exhibits that depict the boundary, which will serve as the basis for field assessments and identification of allowable activities. ERS will provide the City with ArcGIS shape files of the Beach HCP limits. This boundary will also be used for the ITP application and NEPA documentation.

Identification of Flora and Fauna for HCP

ERS maintains the most up-to-date information from sources including, but not limited to, Florida Geographic Data Library (FGDL), Florida Natural Areas Inventory (FNAI), FWS, FWC, NMFS, FDEP, U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), University of Florida (UF), and St. Johns River Water Management District (SJRWMD).

Exhibit 1. Boundaries



ERS's staff of ecologists, marine scientists, botanists, and Certified Wildlife Biologists (CWB) has extensive experience with the dynamic coastal ecosystems in the coastal counties of north Florida. Utilizing remote aerial assessment methodologies we will identify all undeveloped habitat within the established Beach HCP boundary. We will supplement the aerial assessment with field verification, where necessary, to refine habitat mapping and dominant vegetative species within specific communities. Particular attention will be given to species listed by FWS or FWC as threatened, endangered, or of special concern.



Beach HCP Activities

Following the identification of flora and fauna likely to exist within the HCP boundary, ERS will prepare a series of overlays that identify the locations of potential listed species habitat, historic sea turtle and shorebird nesting habitat, and vegetative community associations.

Based on an initial evaluation of FNAI data, Coastal Interdunal Swale, Coastal Grassland, and Beach Dune habitats are mapped within the likely Beach HCP boundary. Additionally, FNAI identifies a Migratory Bird Conservation Area along the northern coastal area of Amelia Island. Nesting sites for the federally-listed least tern and the state-listed American oystercatcher are documented within Fort Clinch State Park, in undeveloped coastal habitat near Amelia Plantation, and within Amelia Island State Park.



The green sea turtle, hawksbill sea turtle, Kemp's Ridley sea turtle, leatherback sea turtle, and loggerhead sea turtle are all known to utilize coastal waters off of Nassau County and/or nest on beaches on Amelia Island. These five protected sea turtles will likely be the focus of the ITP application. While shorebird nesting sites warrant protection, Best Management Practices (BMPs) to avoid impacts to these sites can be implemented outside of an ITP process. A detailed analysis of the project's potential impacts on protected wildlife and mitigation strategies will be prepared and incorporated into the Beach HCP, ITP, and NEPA documentation.



Our team will meet with City staff and relevant stakeholders to identify specific customary uses and to prioritize activities that will be covered by the HCP. The identification of these activities will serve as the basis for impact evaluation and for determination of specific locations for allowable activities. Field assessments will be conducted by a botanist and a CWB to map the boundaries of vegetative communities and occupied wildlife habitats within the HCP. A series of GIS overlays will be developed that depict, at a minimum, the following information within the Beach HCP Boundary:

- A list of all known protected flora and fauna;
- Boundaries of wildlife population clusters/associations;
- Existing conservation lands, state and/or federal parks, and the limits of private property; and
- Locations of all proposed allowable activities.

Formulation of Draft HCP, EA and ITP Application

ERS will draft an outline of the Beach HCP and NEPA document following completion of field efforts. The Beach HCP will serve as a legally binding planning document that is required by Section 10 of the Endangered Species Act (ESA) of 1973. Section 10(a)(1)(B) allows for federal/non-federal partnerships to conserve sensitive ecosystems upon which

protected species depend. The HCP will provide a detailed analysis of the proposed activities and their anticipated effects on listed and non-listed species.

The HCP will be submitted to FWS along with the ITP application. The HCP is required to meet the ITP issuance criteria of section 10(a)(2)(B) of the ESA. The resultant ITP will offer a layer of protection to the City and Nassau County in the event that otherwise lawful activities, including customary uses, cause the “incidental take” of protected species. The “No Surprises” policy of FWS for ITP holders will assure Nassau County that the federal government will not impose additional restrictions at a future time. The HCP will identify biological goals and objectives for listed species and will examine the expected outcome for each of these species. The plan will address adaptive management techniques that may be employed to address uncertainty and unforeseen circumstances.

Avoidance and Minimization

One of the most critical components of the Beach HCP is the Avoidance and Minimization evaluation. The ERS/KHA Team will develop measures to avoid and minimize potential impacts to species covered by the plan, likely the five listed sea turtles, while providing for continuation of the public’s customary use of the beach. In order to obtain an ITP from FWS, it is highly likely that some aspects of the customary use of the beaches will have to be analyzed in detail and possibly modified. A detailed alternatives analysis will be prepared for activities that may result in the incidental take of listed species. Specifically, our analysis will include, but may not be limited to, the following:

- Beach Driving and Parking – acceptable times, duration, location, vehicle types, ruts, permits, access control
- Beach Camping – acceptable times, duration, type, location, permits
- Campfires/bonfires
- Enforcement – enhanced police/sheriff presence, use of non-law enforcement deterrence, use of technology
- Animals – dogs and horses
- Litter Management
- Lighting Management
- Turtle Nest Management
- Public Awareness/Outreach
- Off-Beach Parking Alternatives



The Team will focus on aligning, to the maximum extent feasible, City and County regulations and practices with the above referenced avoidance and minimization measures.

Mitigation Measures

Mitigative measures will be addressed in the HCP if avoidance and minimization efforts do not fully eliminate the risk of incidental take of protected species. These measures may include, but are not limited to, the following:

- Amending or creating new ordinances to strengthen protections;
- Hiring additional enforcement staff to ensure compliance with Lighting Ordinances and Beach Driving Ordinances;
- Developing permitting programs for specific activities, such as horseback riding and camping;
- Developing education programs for activity permit holders;
- Utilizing BMPs to avoid impacts to protected species and their habitats; and
- Restricting activities in certain locations deemed critical for nesting.

Implementation Plan

The plan must clearly define the roles and responsibilities of implementing the Beach HCP. ERS will examine existing City/County personnel levels, roles, responsibilities, and resources currently dedicated to beach management activities. ERS will also investigate non-governmental organizations, contractors, and individuals that contribute to beach management. These analyses of resources will allow for the determination of additional resources and/or training that may be necessary. The implementation plan will establish parameters to ensure the HCP can be effectively applied and funded.

Economic Analysis

The team will present potential long-term funding mechanisms that the City and County could use to offset costs associated with implementation of the HCP. Special attention will be given to those alternatives that are both sustainable and equitable. Potential sources of funding could include, but are not limited to, the following:

- Grants
- Tourist Development Tax
- Beach Toll Revenue
- Off-Beach Parking Fees
- Special Event Fees
- Camping Fees
- Fines/Forfeitures
- General Fund

The Beach Community Working Group recently recommended to the County a study of beach management costs to assist in determining a reasonable and defensible beach driving fee structure. At this time, our team recommends not undertaking this study until completion of the HCP, NEPA documentation, and issuance of the ITP, as management costs may need to be reassessed.

Monitoring & Reporting Plan

Short-term and long-term monitoring programs will be developed as part of the HCP. Monitoring goals may include, but may not be limited to, the following:

- Analysis of annual sea turtle nesting data;
- Analysis of issued permits (camping, horseback riding, etc.);
- Identification of any ordinance modifications/ amendments related to the HCP;
- Identification of any adaptive management techniques employed;
- Daily vehicle use;
- Summary of beach management activities (beach re-nourishment, raking, clean-up, etc.);
- Summary of expenditures;
- Summary of meetings; and
- Analysis of the effectiveness of education programs.



An annual report will be prepared and submitted to USFWS.

NEPA Documentation

The ERS/KHA team proposes to complete the required NEPA documentation as part of this project. We will meet with FWS immediately following the kick-off meeting to determine whether the HCP and EA can be combined into one document or should remain separate. The public comment periods for both the HCP and NEPA evaluation can be concurrent. While FWS has the ultimate responsibility to complete the NEPA evaluation prior to ITP issuance, preparation of the documentation by our team will expedite issuance of the ITP. Our team has extensive experience in preparing documents per NEPA guidelines and regulations, and this approach will be mutually beneficial to the City and to FWS. If FWS has sufficient resources to complete the NEPA evaluation, our team will eliminate this task from our efforts.

The results of the extensive analysis described above will culminate in a Draft ITP application to FWS. Our team recommends requesting a 20-year ITP with the option to extend.

City/County Coordination

The team will regularly communicate and coordinate with City and County staff. The mechanism and frequency of this coordination will be determined at the Kick-Off Meeting. ERS recommends coordination on at least a monthly basis.

This will allow for status updates and adjustments to the project on a timely basis. Our team will formally notify the City of any scheduled meetings. Our project managers will be available to the City and County at any time.

Stakeholder Communication/Coordination

In addition to the activities listed above in the Stakeholder Meetings section of this proposal, we recommend that the City and County provide HCP-related information on their websites so that project information, status updates and other project materials are publicly available. At the City's direction, our team will be available to communicate with the public as needed.

City/County Approval of HCP and ITP

The Team will attend and provide support for up to four (4) meetings with City and County staff and Commissioners. This includes one workshop and one adoption hearing in each jurisdiction. Our team recommends that the City and County should hold up to two (2) joint workshops in lieu of individual efforts. This will allow for real-time reconciliation of differences in perspective between the City and the County.

Quality Control Procedures

Quality control is of the utmost importance at ERS and Kimley-Horn; we take great pride in the excellence and consistently high accuracy of our work products. Our in-house methods for accomplishing and maintaining our high standards are three-fold. First, our staff is encouraged to work on those aspects of our projects for which they are most proficient. Second, both field and office work are performed or directly supervised by a project manager with over 28 years of experience and by task leaders with more than 12 years of experience in wetland and protected species issues. Our project managers routinely contact and meet with regulatory agency personnel to ensure that our team remains on the forefront of new regulations and policy shifts. The third step in our quality control is the coordination and review of all work products by a senior project manager. This final level of supervision, coordination, and review provides for on-going consistency and expediency. An ERS senior project manager will be the point of contact for all work under this contract.

Timetable for Completion of the Work

ERS has an enviable reputation as consistently meeting or exceeding project schedules. We hold weekly meetings to evaluate staffing needs and will adjust accordingly to ensure schedules are met. We have established a work plan for the Amelia Island Beach HCP that will allow for adequate time to consult with stakeholders and relevant resource and regulatory agencies. Additionally, our schedule will ensure the necessary field investigations can be completed during sea turtle and shorebird nesting seasons. We propose the following schedule:

Table 1. Timetable to Completion of the Work		
Tasks		Schedule of Completion
Notice to Proceed/Project Kick-Off Meeting		April 2020
Assess and Analyze	• Information gathering meetings • HCP area delineation • Species identification • HCP activities determination • ITP duration determination	April 2020 – July 2020
Propose	• Avoidance and minimization measures • Mitigation measures • Implementation plan • Economic analysis • Monitoring plan	August 2020 – November 2020
Coordinate	• FWS/FWC • City/County • Other stakeholders	April 2020 – April 2021
Submit	• Draft/Final HCP, NEPA Document and ITP • Submit to FWS	November 2020 – March 2021

Expected Relationship between ERS and City Staff

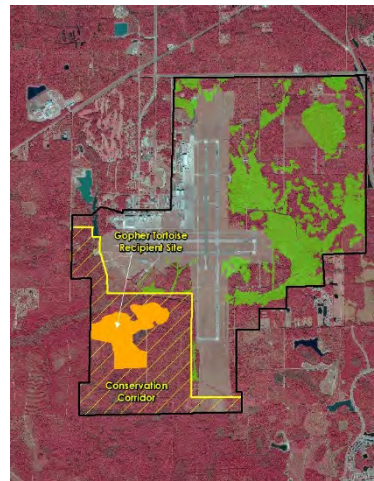
For the past 23 years, ERS has built a strong win-win relationship with municipal, county, and state agencies. Our experience with municipal agencies gives us a strong working knowledge for this contract. ERS has performed ecological and conservation management services as both a prime and subcontractor for a wide variety of agencies including the following: City of Jacksonville, FDOT, JEA, Jacksonville Aviation Authority, St. Johns County, and St. Johns River Water Management District.

ERS strives to meet client expectations by working together with the client and their project design team while communicating with regulatory agencies early and frequently throughout the design and permitting process to eliminate surprises. Our proven environmental expertise and strong relationships with resource and regulatory agencies often proves advantageous in situations where subjectivity affects the decisions of regulatory agencies. ERS will make their staff of wildlife, wetland, and marine biologists available to the City project managers upon request. We will effectively serve as an extension of your staff.

ERS believes that problems encountered in project execution can almost always be traced back to an important conversation that never took place. Our quality service is delivered through proactive, open communication, and mutual trust. Our Project Manager, Kim Allerton, and Deputy Project Manager, Brian Teeple, will establish and maintain reliable lines of communication with the City and our team members utilizing the following tools: project contact list, published meeting minutes, telephone conversation records, contact schedule defining who and when, and monthly progress reports. Regular communication will ensure work progress is monitored and reported, and that schedule, budget, and quality are maintained to your satisfaction. The success of this contract will be contingent upon maintaining a continuous line of communication and understanding between ERS and the City.

Similar Work Completed

ERS has worked with numerous public sector clients and their engineers to assist with development of projects that meet all local, state, and federal environmental regulations while continuing to keep the client's interests at the forefront. ERS has worked on many habitat mapping and coastal projects that required attention to sensitive environmental conditions. These projects include, but are not limited to, the reconstruction of the Jacksonville Beach Pier, replacement of several bridges in Cedar Key, and the stabilization of Wynn's Creek shoreline following hurricane damage. Each of these projects required in-depth environmental assessments to ensure that protected wildlife would not be adversely affected by the implementation of the project and that any impacts to wetlands or aquatic resources were minimized and mitigated appropriately. The following projects demonstrate our relative experience:

Conservation Management Plan, Cecil Commerce Center and Cecil Airport – Jacksonville, Florida		
Client: City of Jacksonville/Jacksonville Aviation Authority	Contact: Ed Randolph, 904-255-5450/Rusty Chandler, 904-573-1613	
Project Cost: \$455,747 (to date)	Project Size: 18,000 acres	Project Complete: Ongoing
Project Description		
Working for both the City of Jacksonville (COJ) and the Jacksonville Aviation Authority (JAA) since 1999, ERS assisted in transitioning this approximate 18,000-acre former military base into a major regional economic development center known as Cecil Commerce Center (CCC). This project involved the assessment of jurisdictional wetlands, habitat mapping, completion of wetland functional assessments, significant agency coordination, and preparation of a Natural and Recreation Corridor Management plan for a proposed ~6,000-acre conservation area. ERS delineated over 13,000 acres of land for both COJ and JAA. ERS assisted COJ and JAA in securing construction permits for 500 acres of wetland impact at CCC. ERS worked closely with U.S. Army Corps of Engineers (USACE) and secured approval for the Incidental Take of the federally-protected eastern indigo snake. The conservation corridor serves as mitigation for wetland impacts within the active Commerce Center and Airport properties and ensures the long-term protection of sensitive habitat.		
ERS led an extraordinary interagency team of experts who evaluated all on-site upland and wetland communities within the 18,000-acre former base. With significant input from U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, USACE, St. Johns River Water Management District, U.S. Department of Agriculture (Division of Forestry) (USDA, DOF), and Florida Fish and Wildlife Conservation Commission (FWC), ERS developed a Conservation & Recreation Management Plan for the ~6,000-acre Conservation Corridor. Understanding the need for public access and long-term management, ERS was instrumental in developing a plan that met conservation goals (including wetland restoration, enhancement, and creation), while ensuring adequate public access. ERS assisted in the development of a “resource-based” timber management plan that allowed for revenue generation, while ensuring the protection and enhancement of natural communities.		
In 2014, in conjunction with Jacksonville Aviation Association – Cecil Airport and FWC, ERS established and permitted a long-term protected gopher recipient site. The recipient site is located within the established conservation corridor. ERS was responsible for preparing a gopher tortoise habitat management plan.		
This project represents an excellent example of successfully intertwining public use with important resource conservation. Revenue generated from resource-based timber management and the long-term protected recipient site helps fund required management activities in perpetuity.		

Wetland Enhancement and Maintenance Plan, St. Marks Pond Mitigation Bank – St. Johns County, Florida

Client: Mitigation Development Services

Contact: Bill Schroeder, 904-421-3265

Project Cost: \$156,703

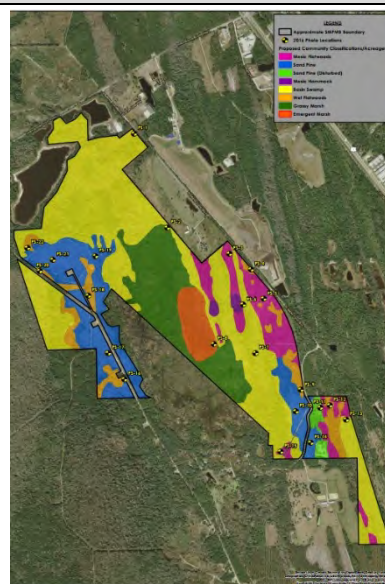
Project Size: 756 acres

Project Complete: 2013

Project Description

St. Marks Pond Mitigation Bank (SMPMB) represents a unique collection of habitats in northeast Florida. At the heart of SMPMB is a large freshwater marsh that provides abundant habitat for wading birds and other regional wildlife. Over the last two decades, St. Johns County has been at the forefront of development in Florida. The preservation and restoration of unique wetland habitats within the SMPMB Property will allow for continued wildlife utilization as well as flood water attenuation and aquifer recharge.

As part of the permitting process, ERS coordinated with an Interagency Review Team comprised of multiple state and federal agencies to develop a wetland enhancement and maintenance plan. This plan includes the restoration of pine and willow dominated areas to native community types, the elimination of nuisance/exotic plant and wildlife species, and the introduction of a fire management program. In total, SMPMB has preserved and enhanced both forested and herbaceous wetlands as well as forested upland communities.



Throughout the design and implementation of the SMPMB project, ERS has coordinated with county and city officials regarding on-site utilities that were deemed to be incompatible with the restorative intent of the project. A resolution was reached with the City of St. Augustine to modify the on-site utilities so that the two projects were compatible. In addition, ERS has worked with adjacent residents and commercial land owners to promote the success of the mitigation bank as a regional wildlife preserve.

ERS continues to monitor the hydrologic and vegetative enhancements within SMPMB and coordinate with the property owner, contractors, and regulatory agencies to assure mitigative success. ERS services included wetland mapping, Interagency Review Team coordination, Uniform Mitigation Assessment Method calculations, extensive research into the nature of existing disturbed communities and appropriate ecological targets, establishment of seasonal high water elevations, and permitting.

Jacksonville Beach Pier Reconstruction – Jacksonville Beach, Florida

Client: RS&H

Contact: Steven Starnes, P.E., 904-256-2196

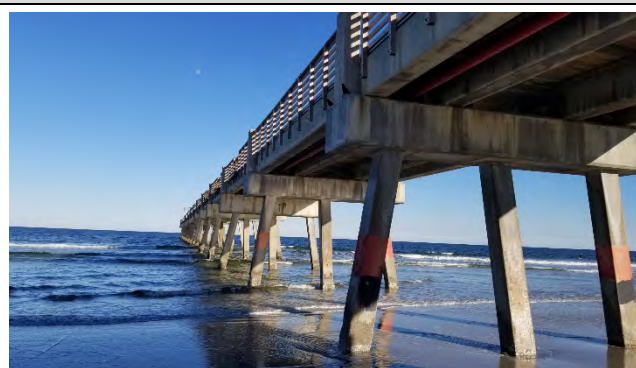
Project Cost: \$25,000

Project Size: N/A

Project Complete: Ongoing

Project Description

ERS is the lead ecological consultant responsible for all agency coordination, field assessment and permitting for the reconstruction of the Jacksonville Beach Pier. Approximately 300 feet of the pier was destroyed during Hurricane Matthew in 2016. This project required in-depth environmental assessment to ensure that protected wildlife would not be adversely affected by the implementation of the project and that any impacts to wetlands or aquatic resources were minimized and mitigated appropriately.



Because of its location, the reconstruction of the Jacksonville Beach Pier required incorporation of

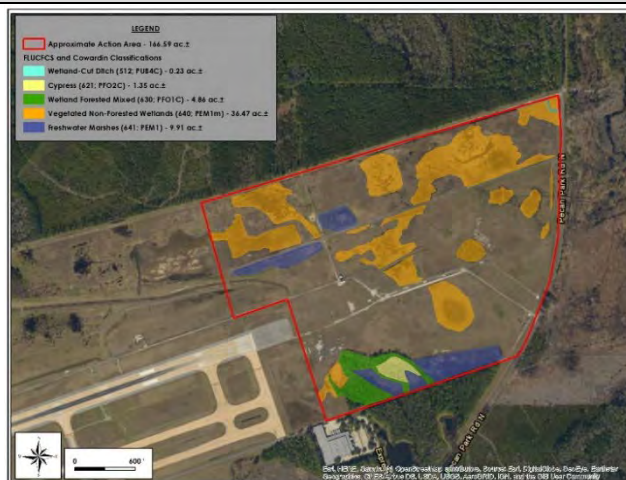
several listed species protection plans, including monitoring for nesting shorebirds, sea turtles and their nests, West Indian manatee, North Atlantic right whales, smalltooth sawfish, and Atlantic sturgeon. ERS worked with the City of Jacksonville, Florida Department of Environmental Protection (FDEP), USACE, and NMFS to ensure the project met all regulatory requirements to prevent impacts to local wildlife.

Environmental Assessment, Jacksonville International Airport – Jacksonville, Florida

Client: Jacksonville Aviation Authority **Contact:** Jaime Eaton, P.E., 904-741-2000
Project Cost: \$15,000 **Project Size:** 166 acres **Project Complete:** Ongoing

Project Description

ERS is currently assisting the Jacksonville Aviation Authority with an Environmental Assessment at Jacksonville International Airport (JIA). The project involves the filling of 52.82 acres of wetlands at the eastern end of Runway 8/26 that are significant documented hazardous wildlife attractants. They provide significant nesting and foraging habitat for numerous bird species which are documented hazards to aviation, including large flocks of blackbirds and large wading birds (e.g. great blue herons and great egrets). Because the wetlands are located both north and south of the runway end, potentially hazardous wildlife are encouraged to cross the approach/departure space when travelling back and forth between the wetlands.



Significant coordination with the Federal Aviation Authority (FAA), FWS, FWC, USACE and St. Johns River Water Management District (SJRWMD) has been undertaken to ensure appropriate avoidance and minimization measures are evaluated and an appropriate mitigation plan is developed for the unavoidable impacts. The Draft EA has been prepared pursuant to the *National Environmental Policy Act of 1969* (NEPA) and in accordance with FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. The EA is undergoing a final review and a Finding of No Significant Impact (FONSI) is anticipated in early 2020.

SR 105 (A1A) Bird Strike Study, Huguenot Memorial Park – Duval County, Florida

Client: FDOT District 2 **Contact:** Van Humphreys, 386-961-7465
Project Cost: \$35,000 **Project Size:** approx. 295 acres **Project Complete:** 2016

Project Description

ERS undertook a unique study on behalf of FDOT to evaluate nesting shorebird behavior along SR 105. There is a known sea bird/shorebird nesting colony on the northern portion of Huguenot Memorial Park in Duval County, Florida. The focal species within the nesting colony are royal terns (*Thalasseus maximus*), black skimmers (*Rynchops niger*), laughing gulls (*Leucophaeus atricilla*), gull-billed terns (*Gelochelidon nilotica*), and sandwich terns (*Thalasseus sandvicensis*). North of the nesting colony are two Florida Department of Transportation (FDOT) stormwater retention ponds that were constructed in association with improvements to the Fort George Inlet Bridge. These ponds provide a valuable fresh water source to the birds nesting in the Park. During nesting season, birds continuously cross SR 105 from the colony to



the ponds and back, providing fresh water for themselves and their young. The majority of the birds cross the road at a height of 15 feet or less, placing them directly in the path of vehicular traffic.

ERS installed painted PVC poles to evaluate whether a vertical physical barrier would deter shorebirds from crossing SR 105 to utilize the stormwater ponds. If deemed effective, FDOT would replace the poles with vegetation. ERS began monitoring to observe the bird activity at the stormwater ponds. The goal of standardized monitoring was to observe behavior of nesting shorebirds and gulls on the beach at Huguenot and record the number of birds that crossed from the nesting site to the FDOT stormwater ponds west of SR 105 and back again. The objective was to collect quantitative data on the number of birds crossing the road and the number of birds found as road kill, test a potential solution for reducing the risk of a collision, and provide recommendations for solutions to this problem.

In the end, the configuration of the installed pipes did not yield successful results (i.e. deterring birds from flying low over SR 105), but the survey effort did provide useful quantitative information regarding the species utilizing the ponds and bird mortality. Approximately 7,500 adult laughing gulls were counted nesting at Huguenot during the peak nesting period. That yielded an estimated mortality rate of only 0.2%. ERS undertook additional monitoring for subsequent seasons to continue to find a solution to balance natural resource protection with human health and safety.

NSB Kings Bay WRA Land/Water Interface P636 Nest Monitoring & Gopher Tortoise Relocation – Kings Bay, Georgia

Client: Caddell Construction Co. & Mortenson Construction Co **Contact:** Chris Nelson (Caddell), 334-354-6832; Paul Scott (Mortenson), 812-870-3847

Project Cost: \$43,355 **Project Size:** approx. 478 acres **Project Complete:** 2017

Project Description

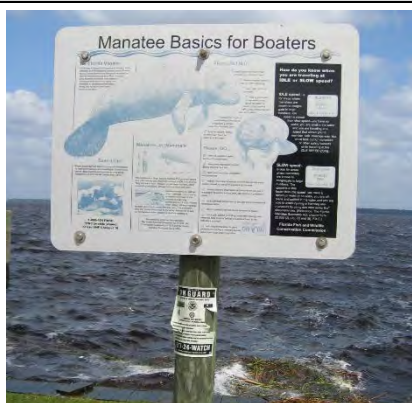
ERS was contracted by Caddell Construction Company (Caddell) and Mortenson Construction Company (Mortenson) to monitor the migratory birds found at NSB Kings Bay within the limits of construction for the WRA Land/Water Interface P636 project. Per the specifications for this project, Caddell and Mortenson were required to keep construction activities under surveillance to prevent impacts to migratory birds and their nests. As contractors for this project, Caddell and Mortenson would be held responsible for harming or harassing birds, their eggs, or their nests as a result of the construction activities. Therefore, they contracted ERS to monitor the site per the specifications to ensure the birds were unharmed.



Given the clearing and the continued construction in the area, the original methodology outlined in the USACE specifications to protect migratory birds was determined to be excessive. Therefore, with approval from the Navy Contracting Officer, ERS negotiated a simplified methodology, yielding a cost savings for the construction companies and, ultimately, the Navy.

A total of 30 bird species were identified and accounted for over four (4) nesting seasons (1 April through 31 August) during bi-monthly surveys. No nests, nesting behavior, or nesting birds were observed on site during the designated monitoring period from April 1 through August 31. Birds were frequently observed utilizing the surrounding marsh habitats, but less frequently observed using habitats within the limits of construction. No impacts to migratory birds or their nests were observed or anticipated.

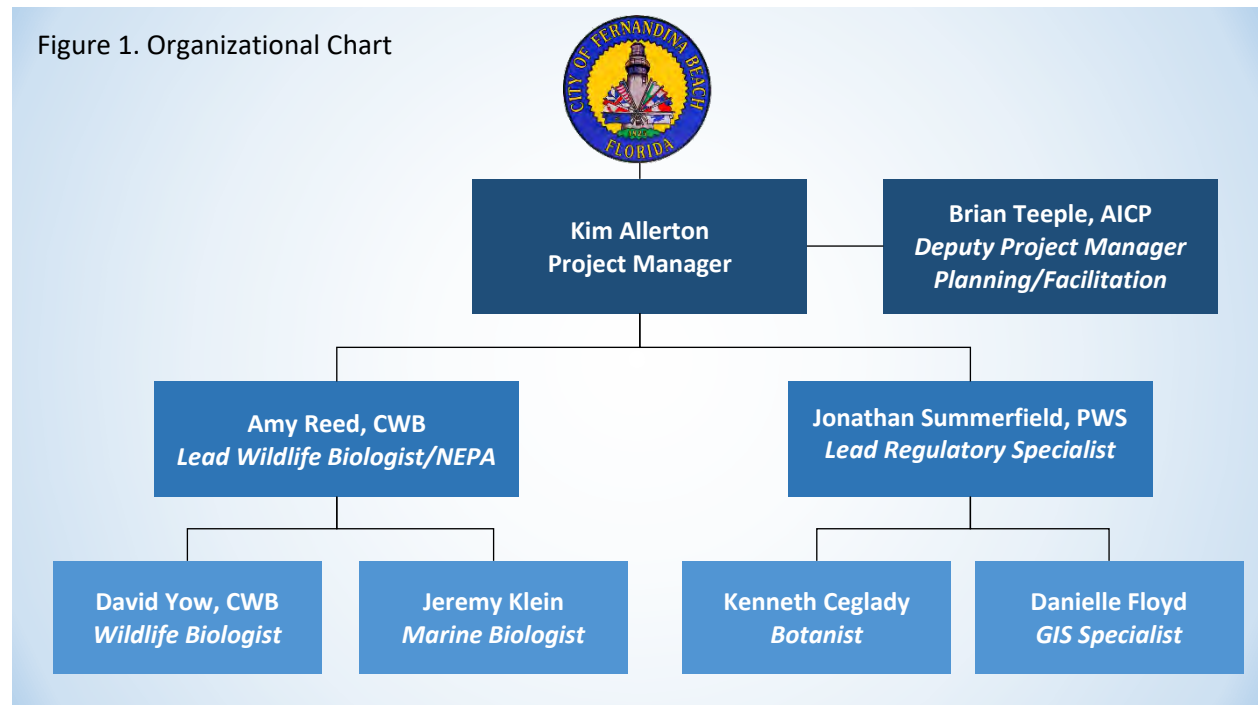
In addition to migratory bird/shorebird nest monitoring, ERS also surveyed for and relocated all gopher tortoises on-site, prior to construction. Gopher tortoises are a candidate species for listing under the Endangered Species Act (ESA). ERS coordinated all gopher tortoise relocation efforts with the Navy, USFWS, and Georgia DNR. The tortoises were moved to a safe location with suitable habitat on base.

Magnolia Cove, Boating Safety Zone Plan – Green Cove Springs, Florida		
Client: Magnolia Cove Development, LLC	Contact: Lou Campanile , 954-389-1400	
Project Cost: \$45,900	Project Size: N/A	Project Complete: 2010
Project Description		
Magnolia Cove is a residential and marina development. ERS coordinated with the City of Green Cove Springs (GCS), Clay County, SJRWMD, FDEP, and FWC to develop a project that minimized the potential impact to wildlife and wetland habitat within and adjacent to the project location. To accomplish this, ERS conducted two submerged aquatic vegetation (SAV) surveys along the shoreline of the St. Johns River at the location of the proposed marina so as to design a marina that would not impact SAVs. Some specific SAVs are known manatee food preferences and, therefore, are protected. Although no SAVs were found, the lighting and the decking material to be used for the marina were chosen based on their known limited effect on the adjacent wildlife and habitat.		
In addition, ERS created a Boating Safety Zone plan for the City of Green Cove Springs. The boating safety zone entails the designation of a Slow Speed/Minimum Wake Zone within the City Limits of Green Cove Springs. Adopting the boating safety zone designates the location of the reduced-speed zone, establishes prohibited acts, declares any violation a misdemeanor, and establishes penalties. It allows for the posting of signs and/or buoys, directs filing with the FDEP and provides for enforcement, exemptions, severability and an effective date. The plan includes signs along the waterway that provide information concerning the beginning of the zone, the regulated speed, the area of regulation, and the end point of the zone. The regulatory zones will be enforced by the City of Green Cove Springs Police Department and as such, fines can be assessed to boaters that violate the slow speed/minimum wake zone. The plan includes manatee educational signage in several locations on public access trails along the waterfront adjacent to the project area to promote manatee awareness to all users of the marina. Signs will include information about manatees vs. boaters, manatees and their migration patterns in the St. Johns River, manatees and litter in the river, and the effects of water quality on manatees.		

Nassau County Beaches Community Working Group Facilitation – Nassau County, Florida		
Client: Nassau County	Contact: Mike Mullins, 904-530-6010	
Project Cost: \$27,000	Project Size: N/A	Project Complete: 2019
Project Description		
Kimley-Horn and Associates, Inc. (KHA) provided professional facilitation services to Nassau County and its Beaches Working Group. Nassau County empaneled the Working Group to make recommendations to the Board of County Commissioners on consolidating all beach related ordinances and changes necessary to resolve ongoing beach use conflicts. These issues included numerous issues including beach driving, beach parking, beach camping, horseback riding, law enforcement, and environmental stewardship. The working group met seventeen (17) times, received testimony from 150 individuals and received over 500 pages of written comments. The working group delivered the final report to the Board of County Commissioners in November 2018 and the Commission is now evaluating those recommendations. Through this process KHA learned first hand the intricacies of the issues of on-going customary uses of the beach and the balance of those uses and resource protection.		

Additional Information

ERS has assembled an outstanding team of biologists, wetland specialists, and other key environmental personnel for this contract. Our project team understands that cost efficiency is critical to the overall objectives of the work performed under this contract. ERS has developed a streamlined project organization, including appropriate technical staff and support personnel, to be able to fully respond to the needs of the City. The selection of the project team was dictated by each member's experience working on similar projects, technical credentials, and availability for the duration of the contract. The following organizational chart (Figure 1. Organizational Chart) highlights our key personnel selected for this contract to successfully complete each project.



Key Personnel Resumes

Kim Allerton, Project Manager	
Education: B.S./Biology/1990	Years of Experience: 29
Summary of Experience: Ms. Allerton is Division Manager and Senior Environmental Scientist with Environmental Resource Solutions (ERS), A Division of SES Energy Service LLC with almost 30 years of experience in environmental consulting. She maintains a strong rapport with the resource and regulatory agencies and coordinates with those agencies on behalf of public and private clients. Ms. Allerton is responsible for document production and all QA/QC efforts for all of ERS' services, including, environmental resource permitting, mitigation planning, Master Planning efforts, PD&E studies, water quality and benthic investigation, protected species assessments, and NEPA documents. She is an expert at managing large-scale, complex projects with multiple team members and a wide variety of ecological tasks. In her role as Division Manager, Ms. Allerton has supervised numerous multi-year on-call contracts, especially in the areas of municipal government contracting, aviation and transportation, catering to both large and small government clients. She is a seasoned field scientist whose primary responsibilities for aquatic and terrestrial resource studies have included fish surveying and identification, macroinvertebrate surveying and identification, endangered species surveys, natural	

community classification, habitat evaluation, and water quality investigations. She is a recognized expert and has provided testimony in the areas of wetland delineation, assessment and permitting.

Relevant Project Experience

- Cecil Commerce Center/Airport – City of Jacksonville & Jacksonville Aviation Authority. Conservation & Recreation Management Plan; Protected Species Surveys, Assessments, and Permitting; Establishment of Long-Term Protected Recipient Site for Gopher Tortoises; Management of Recipient Site; Agency Coordination; Wetland Delineation and Permitting Assistance; Wetland Creation Design, Implementation and Monitoring, Duval County, Florida
- Oyster Bay Marina – OBI Homes. Wetland Delineation and Permitting Assistance; Native Plant Harvesting; Salt Marsh Restoration and Monitoring, Nassau County, Florida
- Jacksonville Beach Pier Reconstruction – City of Jacksonville. Coastal Habitat Assessment; Protected Species Assessment; Permitting Assistance, Jacksonville Beach, Florida
- Jacksonville International Airport – Jacksonville Aviation Authority. Environmental Assessment; Wetland Delineation; Agency Coordination, Duval County, Florida
- Wynn’s Creek Shoreline Stabilization – JaxPort. Wetland Delineation; Protected Species Assessment; Permitting Assistance; Salt Marsh Mitigation Design, Implementation and Monitoring, Duval County, Florida
- Sisters Creek Bridge Replacement – FDOT District 2. Wetland Delineation; Protected Species Assessment; Permitting Assistance, Duval County, Florida.
- SR 105 Shorebird Surveys – Bird Strike Assessment – FDOT District 2. Shorebird Surveys; Agency Coordination, Duval County, Florida
- First Coast Expressway – FDOT District 2. Protected Species Surveys, Assessment and Permitting; Gopher Tortoise Excavation & Relocation (988 Burrows); Submerged Aquatic Vegetation Surveys; Wetland Permitting (550+ acres of impact), Agency Coordination, Duval, Clay and St. Johns Counties, Florida
- Times Union Bulkhead Replacement – City of Jacksonville. Site Assessment; Sovereign Submerged Lands Coordination; Permitting Assistance, Jacksonville, Florida
- Cedar Key Bridge Replacements (CR 456 Creek to Daugharty Bayou, CR 456 (Gulf Blvd)/Lewis Pass, C Street Cedar Key Channel – FDOT District 2. Wetland Delineation; Oyster Bed Surveys; Submerged Aquatic Vegetation Surveys; Coordination with Clam Farmers; Agency Coordination; Permitting Assistance
- Magnolia Cove Manatee Protection Plan – Magnolia Cove Development LLC. MPP, St. Johns County

Brian Teeple, AICP, Deputy Project Manager, Planning/Facilitation

Education: : B.S./Environmental Resource Management (wildlife)/1979; M.S.P./Urban and Regional Planning (environmental)/1981	Years of Experience: 39
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Licenses/Certifications: American Institute of Certified Planners

Summary of Experience: Mr. Teeple has over 39 years of professional planning experience, including 33 years at the Northeast Florida Regional Planning Council. While directing the Council, Brian worked with the 44 local governments on a wide range of issues ranging from writing plans and codes to facilitation and visioning. He has also developed regional strategic plans, including the Comprehensive Regional Policy Plan, the SRPP, the Comprehensive Economic Development Strategy, Reality Check First Coast, Innovate Northeast Florida, and Elevate Northeast Florida. In 1989 Brian was appointed by Governor Martinez to the Governor’s Commission on the Future of Florida’s Environment.

Project Experience

- *Nassau County Beaches Community Working Group Facilitation, Nassau County* – Project manager. Kimley-Horn provided professional facilitation services to Nassau County and its Beaches Community Working Group in providing recommendations to the Nassau County Board of County Commissioners on a myriad of beach issues including beach driving, beach parking, beach camping, horseback riding, law enforcement, environmental stewardship and ordinance consolidation. The working group met seventeen (17) times, received testimony from 150 individuals and received over 500 page of written comments.

- *Wildlife Rescue Coalition of Northeast Florida, Jacksonville* – As CEO of the Northeast Florida Regional Council worked with a small fledgling organization, dedicated to providing assistance to orphaned, injured and displaced wildlife, to organize them into a bona fide not-for-profit with a mission, by-laws and 501(c)3 designation. The Coalition now helps over 3,000 animals each year.
- *Various Facilitation/Visioning/ Mediation Exercises, Northeast Florida* – As CEO of the Northeast Florida Regional Council conducted numerous visioning sessions with such communities as Fernandina Beach, Jacksonville Beach, Crescent City, St. Augustine Beach, Putnam County, Interlachen, Green Cove Springs, Nassau County, Clay County, City of Jacksonville, Florida Department of Military Affairs, and Florida Department of Community Affairs (now DEO).

Amy Reed, CWB, Certified Wildlife Biologist

Education: B.S./Wildlife Ecology and Conservation/2007

Years of Experience: 12

Licenses/Certifications: Qualified Airport Wildlife Biologist, Embry-Riddle Aeronautical University, 2009; Certified Wildlife Biologist, The Wildlife Society, 2018; SCUBA Certified, NAUI through the University of Florida, 2007

Summary of Experience: Ms. Reed has over 12 years of experience with many aspects of environmental consulting and specializes in avian identification and biology. With a background predominantly focused on wildlife ecology, Ms. Reed often conducts wildlife surveys, including small mammal trapping, nighttime spotlight surveys, protected species surveys, and shorebird monitoring. Ms. Reed is ERS' resident avian specialist and has conducted countless avian surveys over the course of her career. The surveys have ranged from endangered or threatened species, e.g. bald eagles, osprey, Hawaiian goose, and shorebirds, to a wide range of migratory birds that may be causing a hazard to human health and safety. Specifically, she has conducted studies on nesting shorebird colonies, wading bird rookeries, and wintering waterfowl habits in Mexico. In addition to her avian work, she has completed numerous small-mammal trapping transects utilizing Sherman live traps in a variety of habitats across the country, including coastal Florida airports. Finally, she has extensive experience with gopher tortoises, including conducting burrow surveys, excavating the tortoises using a backhoe, relocating tortoises, and permitting a long-term protected gopher tortoise recipient site. While attending the University of Florida, Ms. Reed assisted with a Master's thesis on fibropapilloma tumors on green sea turtles and released sea turtles into the Gulf of Mexico from the Yucatan Peninsula. Her wildlife ecology and management experience is unsurpassed.

Project Experience

- SR 105 Shorebird surveys/Bird Strike Study – FDOT District 2. Shorebird Monitoring; Installation of Bird Deterrents and Monitoring of Effectiveness; Agency Coordination, Jacksonville, Florida
- NSB Kings Bay Shorebird Nest Monitoring & Gopher Tortoise Relocation – Mortensen. Shorebird Nest Surveys and Monitoring; Report Preparation; Gopher Tortoise Survey, Excavation and Relocation, Kings Bay, Georgia
- Cecil Commerce Center/Airport – City of Jacksonville & Jacksonville Aviation Authority. Conservation & Recreation Management Plan; Protected Species Surveys, Assessments, and Permitting; Establishment of Long-Term Protected Recipient Site for Gopher Tortoises; Management of Recipient Site; Agency Coordination; Wetland Delineation and Permitting Assistance; Wetland Creation Design, Implementation and Monitoring, Duval County, Florida
- Jacksonville International Airport – Jacksonville Aviation Authority. Environmental Assessment; Wetland Delineation; Agency Coordination, Duval County, Florida
- Migratory Bird Permitting – Jacksonville Aviation Authority. USFWS Migratory Bird Depredation Permits for four (4) JAA Airports, Jacksonville, Florida
- Jacksonville International Airport Protected Species Permitting – Jacksonville Aviation Authority. USFWS Bald Eagle Depredation Permit for JAX, Duval County, Florida
- Mexico City International Airport Avifauna Surveys – MITRE Corporation/Mexican Government. Monthly bird surveys at multiple lakes; Data Analysis; Risk Assessment; Monthly Reporting, Mexico City, Mexico

- Kahului Airport – Hawaii DOT. Monthly Bird Surveys; Small Mammal Trapping and Nighttime Spotlight Surveys for One Year; Wildlife Hazard Assessment and Wildlife Hazard Management Plan, Maui, Hawaii.
- Atlanta Regional Airport – Georgia DOT. Wetland Delineation; Habitat Assessment; Environmental Assessment for Part 77 Obstruction Removal, Peachtree City, Georgia
- Malcolm McKinnon Airport – Georgia DOT. Monthly Bird Surveys; Small Mammal Trapping and Nighttime Spotlight Surveys for One Year; Wildlife Hazard Assessment and Wildlife Hazard Management Plan, St. Simons, Georgia

Jonathan Summerfield, Senior Environmental Scientist/Regulatory Specialist

Education: B.S./Marine Science/2002

Years of Experience: 17

Licenses/Certifications: Professional Wetland Scientist #3145, Society of Wetland Scientists Professional Certification Program, Inc.; Qualified Stormwater Management Inspector #15737, FDEP; SCUBA Certified, NAUI.

Summary of Experience: Mr. Summerfield has over 17 years of experience as an environmental consultant and as a regulatory scientist for St. Johns River Water Management District. He has used his extensive experience in environmental permitting of many federal, state, county, and city shoreline protection, coastal improvement, bridge replacement, and conservation projects. Mr. Summerfield has been involved in all aspects of state and federal permitting, including wetland and wildlife assessments, alternatives analysis, public opinion and education, wetland impact avoidance and minimization, mitigation planning and design, and impact evaluation. He interacts regularly with clients, project team members, contractors, regulatory agencies, and the public concerning environmental assessments, permitting, and associated tasks relevant to natural resource management. Mr. Summerfield specializes in and routinely prepares Environmental Resource Permit and Individual Permit applications. He regularly performs preliminary environmental assessments, wetland delineations with respect to state and federal jurisdictional methodologies, wetland impact assessments [including the implementation of the Wetland Rapid Assessment Procedure (WRAP) and Uniform Mitigation Assessment Method (UMAM)], GIS mapping and analysis, submerged aquatic vegetation mapping, sovereign submerged lands coordination, and site-specific threatened/endangered species evaluations.

Project Experience

- Jacksonville Beach Pier Restoration – City of Jacksonville. FDEP Joint Coastal Permitting; Sovereign Submerged Lands Authorization; USACE Permitting; Threatened/Endangered Wildlife Assessment, Duval County
- Old Plank Road Drainage Improvements (2019 Florida Planning and Zoning Association Green Design Award Winner) – City of Jacksonville. SJRWMD Environmental Resource Permitting; USACE Permitting; Mitigation Planning; Wetland Creation Design; Wetland Delineation, Duval County
- Edwards Bottomland – FDOT, District 2. SRWMD Environmental Resource Permitting; USACE Permitting; Wetland Restoration Planning, Bradford County
- St. Johns River Northbank Bulkhead Replacement – RS&H/City of Jacksonville. FDEP Environmental Resource Permitting; Sovereign Submerged Lands Authorization; USACE Permitting, Duval County
- Huguenot Memorial Park Revetment and Roadway Replacement – Prosser, Inc./City of Jacksonville. SJRWMD Environmental Resource Permitting; Sovereign Submerged Lands Coordination; USACE Permitting; Threatened/Endangered Wildlife Assessment; Gopher Tortoise Relocation, Duval County
- Wynn Branch Creek Shoreline Stabilization – JAXPORT. Wetland Delineation; FDEP Environmental Resource Permitting; Sovereign Submerged Lands Coordination; USACE Permitting; Saltmarsh Wetland Creation Design, Duval County
- SR 105 Sisters Creek Bridge Replacement – FDOT District 2. SJRWMD Regulatory Permit Reviewer; Sovereign Submerged Lands Coordination, Duval County
- Guana Tolomato Matanzas National Estuarine Research Reserve Beach Access and Walkway Repair – Florida Department of Environmental Protection. SJRWMD Regulatory Permit Reviewer, St. Johns County
- Dutton Island Road Path – City of Atlantic Beach. SJRWMD Regulatory Permit Reviewer; Sovereign Submerged Lands Coordination, Duval County

- George Crady Fishing Pier State Park Bridge Restoration – FDEP Design & Construction. SJRWMD Regulatory Permit Reviewer, Duval County
- NAS JAX Shoreline Stabilization – NAS JAX Public Works. SJRWMD Regulatory Permit Reviewer; Sovereign Submerged Lands Coordination, Duval County

David Yow, CWB®, Senior Environmental Scientist
Education: B.S./Wildlife Ecology and Conservation/1998

Years of Experience: 21

Licenses/Certifications: Qualified Airport Wildlife Biologist, Embry-Riddle Aeronautical University, 2010; Certified Wildlife Biologist, The Wildlife Society, 2011; SCUBA Certified, NAUI

Summary of Experience: Mr. Yow is an experienced Certified Wildlife Biologist (CWB) and Authorized Gopher Tortoise Agent (AA) with over 21 years of experience in conducting protected species assessments and wildlife-related consulting services. He was one of the first permitted AAs in the state of Florida (#48) and is highly skilled in gopher tortoise take and relocation permitting, associated surveying efforts, recipient site selection and coordination, relocation efforts (including excavation utilizing a backhoe), and relocation oversight. Mr. Yow is responsible for successfully permitting the first Long Term Protected Gopher Tortoise Recipient Site at an airport, Cecil Airport, and he continues to oversee the monitoring, habitat management, and relocation efforts associated with this wildlife bank.

In addition to being a CWB and AA, Mr. Yow is also a Qualified Airport Wildlife Biologist (QAWB). He is authorized by the Federal Aviation Administration to conduct Wildlife Hazard Assessments (WHA) and related services on airports throughout the country. The majority of his responsibilities involve keeping large birds off of airfields as to avoid bird collisions with aircraft. A WHA consists of 12-months of avian, small mammal, and spotlight surveys at an airport. Mr. Yow has completed WHAs in Florida, Georgia, Texas, and Hawaii. Completing a WHA and protected species assessments requires intimate knowledge of Threatened & Endangered species, their surveying protocols, and the regulations (both State and Federal) that govern these protected wildlife species. Mr. Yow has specifically conducted surveys for bald eagles and osprey. He has monitored several bald eagle nests that were near development sites, surveyed for bald eagles from a helicopter, and obtained osprey nest relocation permits (when they were required) to ensure these large birds were not allowed to nest on airports.

Mr. Yow also has vast knowledge of wetland delineation. As the jurisdictional wetland manager for ERS, he directly coordinates with both clients and agency personnel from St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACE). He has obtained jurisdictional determinations from the agencies for countless projects throughout Florida, including a large roadway corridor with over 500 acres of wetland impacts.

Project Experience

- Mexico City International Airport Avifauna Surveys – MITRE Corporation/Mexican Government. Monthly bird surveys at multiple lakes; Data Analysis; Risk Assessment; Monthly Reporting, Mexico City, Mexico
- Molokai Airport – Hawaii DOT. Wildlife Hazard Assessment; Monthly Bird Surveys, Small Mammal Trapping and Nighttime Spotlight Surveys for One Year. Molokai, Hawaii
- Naval Submarine Base, Kings Bay – Mortensen. Conducted gopher tortoise surveys/relocation and avian nest/protected species surveys, Kings Bay, Georgia
- First Coast Expressway – FDOT. Conducted 100% gopher tortoise survey/relocation of over 900 burrows on a 33-mile roadway corridor, Clay and St. Johns Counties, Florida
- Kona International Airport – Hawaii DOT. Wildlife Hazard Assessment; Monthly Bird Surveys; Small Mammal Trapping and Nighttime Spotlight Surveys for One Year, Kona, Hawaii
- Twin Creeks, 3,050-acre DRI – Twin Creeks Development Associates. Conducted wetland delineation; gopher tortoise surveys; and preservation/creation monitoring, St. Johns County, Florida
- Cecil Commerce Center/Airport – City of Jacksonville & Jacksonville Aviation Authority. Protected Species Surveys, Assessments, and Permitting; Establishment of Long-Term Protected Recipient Site for Gopher Tortoises; Management of Recipient Site; Agency Coordination; Wetland Delineation and

Permitting Assistance; Wetland Creation Design, Implementation and Monitoring, Duval County, Florida

- Malcolm McKinnon Airport – Georgia DOT. Monthly Bird Surveys; Small Mammal Trapping and Nighttime Spotlight Surveys for One Year; Wildlife Hazard Assessment and Wildlife Hazard Management Plan, St. Simons, Georgia
- Huguenot Memorial Park – City of Jacksonville. Conducted Listed Species Survey and Gopher Tortoise Survey/Relocation, Duval County, Florida

Jeremy Klein, Biologist

Education: B.S./Biology/2011; M.S./Environmental Science/2013 **Years of Experience:** 7

Licenses/Certifications: Georgia Soil and Water Conservation Commission Level 1A Erosion and Sediment Certified Professional; Qualified Florida Stormwater Inspector

Summary of Experience: Mr. Klein has seven years of experience as an Environmental Specialist with expertise in environmental contamination, hazardous waste management, and biological monitoring at sites across the United States. His wildlife, endangered species and habitat preservation experience includes site monitoring, species relocation, habitat reconstruction and monitoring, species surveys and identification on State and Federal properties. He has recorded wildlife activities and morphologic data in accordance with National Marine Fisheries Service (NMFS) and National Oceanic and Atmospheric Administration (NOAA) standard operation procedures.

During his time as an Interpretive Park Ranger with SCSPS (South Carolina State Park Service), Mr. Klein worked with the South Carolina Department of Natural Resources (SCDNR) on their South Carolina Oyster Restoration and Enhancement (SCORE) program at Hunting Island State Park. This work involved restoring, constructing, and monitoring oyster reefs. He was also responsible for sea turtle habitat conservation. As a part of the sea turtle habitat conservation practices, he gained experience with beach dune restoration and construction. This work involved sand dune fence installation, native plant species planting, erosion control and monitoring.

Project Experience

- Reforestation and Land Management Program – Lake County. Vegetation Management, Lake County, Florida
- 45th Space Wing Natural Resource Management – Cape Canaveral Air Force Station/Petroleum Resource and Development, Inc. Invasive Vegetation Treatment, Management and Eradication Using Herbicide; Hand Cutting & Herbicide Treatment of Invasive Vegetation, Cape Canaveral, Florida
- Park Natural Resources Management – South Carolina State Park Service. Sea Turtle Habitat Conservation; Sand Dune Fence Installation, Native Plant Species Planting, Erosion Control and Monitoring, Beaufort, South Carolina
- South Carolina Oyster Restoration and Enhancement Program – South Carolina State Park Service. Oyster Reef Restoration, Construction, and Monitoring Beaufort, South Carolina
- Hammocks Beach State Park – North Carolina State Parks. Dune Monitoring and Reconstruction, Hubert, North Carolina
- Barbados Sea Turtle Project (Suitable Nesting Habitats for Sea Turtles) – University of the West Indies Habitat Conditions Monitoring; field measurement calculation using triangulation, Bridgetown, Barbados
- Habitat Conservation – National Oceanic and Atmospheric Administration. Threatened and Endangered Species Monitoring

Kenneth Ceglady, Senior Environmental Scientist/Botanist

Education: B.A./Botany/1997 **Years of Experience:** 21

Licenses/Certifications: FWC Authorized Agent for Gopher Tortoise Surveys, Permit #GTA-I 7-00002; City of Palm Coast Qualified Environmental Professional for Wetlands, Wildlife, and Gopher Tortoises; Periodic Hydric Soils Workshops, Natural Resource Conservation Service; Environmental Permitting Summer School; Dr. David Hall's Advanced Grass Identification Workshop

Summary of Experience: Mr. Ceglady has over 21 years of experience in environmental disciplines and detailed knowledge of the dynamic local, State and Federal rules and regulations as they pertain to his listed responsibilities. He specializes in and routinely prepares Environmental Resource Permit and Individual Permit applications. Mr. Ceglady regularly performs preliminary environmental assessments, wetland delineations with respect to State and Federal jurisdictional methodologies, wetland impact assessments (including the implementation of the Wetland Rapid Assessment Procedure (WRAP) and Uniform Mitigation Assessment Method (UMAM)), and site-specific threatened/endangered species evaluations. He has contributed his expertise to many large- and small-scale roadway, trail, park, and development projects. Mr. Ceglady has extensive experience with mitigation site design, habitat restoration, and habitat management to benefit selected species. In addition, he has used his extensive experience in environmental assessment to identify, map, and describe complex habitat assemblages, and to develop and implement surveys for specific important species.

Project Experience

- Amelia Island Bike Path – FDOT District 2. Delineation and Permitting Assistance, Nassau County, Florida
- Timucuan Trail Segments – FDOT District 2. Delineation and Permitting Assistance, Duval County, Florida
- Little Talbot Island / Big Talbot Island Trail – FDOT District 2. PD&E Natural Resources Evaluation Report; Delineation; Preliminary Listed Species Survey; and Permitting Assistance, Duval County, Florida
- Simpson and Myrtle Creeks Bridge Replacements – FDOT District 2. PD&E Natural Resources Evaluation Report; Delineation; Preliminary Listed Species Survey; and Permitting Assistance, Duval County, Florida
- Fort Gates Ferry Road Resurfacing Project, Ocala National Forest – Putnam County. Delineation; Florida Scrub-jay Survey; Gopher Tortoise Survey; Sand Skink Survey; and NEPA Report Preparation, Putnam County, Florida
- Blacks Ford Swamp – Jacksonville Electric Authority. Semi-annual Vegetative and Hydrological Monitoring, St. Johns County, Florida
- First Coast Expressway – FDOT District 2. Eastern Indigo Snake Survey (Potential Habitat Mapping, Survey, and Results Report Preparation); and Gopher Tortoise Relocation (Habitat Mapping, Survey, and Relocation), Duval, Clay, & St. Johns Counties, Florida
- Edwards Bottomland Wetland Mitigation Area – FDOT District 2. Mitigation Site Design Assistance; Permitting Assistance; and Vegetative Monitoring, Bradford County, Florida
- SR 105 Shorebird Strike Abatement – FDOT District 2. Planning and Installation of Devices to Reduce Road Mortality of Shorebirds, Duval County, Florida
- Lessie Road Bridge Replacement – FDOT District 2. Nuisance Species Monitoring in Temporary Impact Regeneration Area, Nassau County, Florida
- A1A Bridge Replacement – FDOT District 2. Nuisance and Wetland Species Vegetative Monitoring on Spoil Island, St. Johns County, Florida

Danielle Floyd, Environmental Scientist/Regulatory Specialist/GIS Specialist

Education: B.S./Botany/1999

Years of Experience: 20

Licenses/Certifications: Georgia Soil and Water Conservation Commission Level 2 Erosion and Sediment Certified Professional.

Summary of Experience: Ms. Floyd is an environmental scientist with over 20 years of experience in the environmental field, both in the private and public sectors. Her project tasks have included stream identification, Georgia State Water determinations and agency review of consultant work, Erosion, Sedimentation, and Pollution Control (ES&PC) plan reviews for infrastructure/transportation projects seeking National Pollutant Discharge Elimination System (NPDES) coverage, Georgia stream buffer variance application review, Section 401/404 application review and mitigation bank inter-agency review, and EPA National Wetland Condition Assessment (NWCA) and Southeast Regional Wetland Condition Assessment (RWCA) field botanist for Georgia. Ms. Floyd has experience with wetland delineation, environmental resource permitting, mitigation monitoring, coordination with various

government agencies and client meetings, endangered and threatened species surveys, invasive plant species surveys, graphics, Environmental Phase I Site Assessments, and archaeological field work and artifact processing. Ms. Floyd maintains expertise in the areas of AutoCAD/ArcGIS exhibit preparation and remote aerial assessment. She has been formally trained in wetland delineation, North Carolina Wetland Assessment Method (NCWAM), and Piedmont and Coastal Plain stream classifications.

Project Experience

- Snake Creek Fauna Assessment and GIS Database – FL Air National Guard. Fauna Survey Assessment Report; GIS Database of Survey Parameters, Broward County, Florida
- First Coast Expressway – FDOT District 2. Protected Species Surveys, Assessment and Permitting; Gopher Tortoise Excavation & Relocation Management; Wetland Permitting; Permit and Presentation Graphics, Duval, Clay and St. Johns Counties, Florida
- Jacksonville Beach Pier Reconstruction – City of Jacksonville. Permitting Assistance and Graphics, Duval County, Florida
- Times Union Bulkhead Replacement – City of Jacksonville. Permitting Assistance and Graphics, Duval County, Florida
- Cecil Commerce Center/Airport – City of Jacksonville & Jacksonville Aviation Authority. Management of Long-Term Protected Recipient Site for Gopher Tortoises; Permitting Assistance; Permitting Graphics, Duval County, Florida
- Cook County Airport – Cook County. Delineation; Permitting; Agency Coordination; Permit Graphics, Cook County, Georgia
- Atlanta Regional Airport EA – GDOT. Delineation; State Water Determinations; Report Assistance and Graphics, Fayette County, Georgia
- Valdosta Regional Airport RWY 35 Land Acquisition Focused EA – Valdosta-Lowndes County Airport Authority. State Water Determinations; Report Assistance and Graphics, Lowndes County, Georgia.
- National Wetlands Inventory Assessment for EPA – Georgia EPD. Lead Botanist; Flora Survey; Data Compilation for EPA; Site Graphics, Multiple Counties, Georgia
- Northwest Corridor I-75/I-575 – GDOT Districts 6 and 7. State Regulatory Permit Reviewer; State Water Determinations; ES&PC Plan Review, Cherokee and Cobb Counties, Georgia
- I-75/I-675 Managed Lanes – GDOT Districts 3 and 7. State Regulatory Permit Reviewer; State Water Determinations; ES&PC Plan Review, Clayton and Henry Counties, Georgia



**American Institute
of Certified Planners**

Creating Great Communities for All

August 5, 2019

Brian Teeple, AICP
NE Florida Regional Council
1332 Avondale Avenue
Jacksonville, FL 32205

RE: AICP Certification Verification

Please accept this letter as confirmation that Brian Teeple, AICP is a current member, in good standing, of the American Institute of Certified Planners (AICP), the professional institute of the American Planning Association (APA). The official details of the member's certification are:

AICP Certification Start Date: 5/1/1985

AICP Certification Number: 005236

AICP is the APA's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice.

AICP certified planners carry a high mark of distinction because they are required to meet rigorous standards, maintain their expertise through continuing education, and serve community interests.

For more information about the requirements to become AICP, please see our website www.planning.org/aicp.

Please let us know if we can offer any additional assistance.

Sincerely,

Ryan Zack, Certification Maintenance Customer Service Associate
American Institute of Certified Planners
The American Planning Association's Professional Institute
1030 15th St, NW Suite 750 West
Washington, DC 20005

Chicago Office
205 N. Michigan Avenue
Suite 1200
Chicago, IL 60601-5927
p: 312.431.9100

Washington D.C. Office
1030 15th Street, NW
Suite 750 West
Washington, DC 20005-1503
p: 202.872.0611

AICP President
Deborah A. Lawlor, FAICP, PP

Chief Executive Officer
Joel Albizo, FASAE, CAE

planning.org

AICP

BRIAN D. TEEPLE

HAS QUALIFIED AS A

MEMBER

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

MAY, 1985

DATE OF MEMBERSHIP

Carol J. Thomas, AICP

CHAIRPERSON

Paul Lottman

EXECUTIVE SECRETARY



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:
Permitted Address:

DAVID YOW
Environmental Resource Solutions, Inc.
6715 Foxridge Park Boulevard Suite 1
JACKSONVILLE, FLORIDA 32216
UNITED STATES

Permit Number:
Effective Date:
Expiration Date:

GTA-09-00340E
January 15, 2018
April 15, 2021

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using hand snare recaptures of gopher tortoise burrows
4. Mark, transport, and release captured gopher tortoises at recipient sites
5. Collect blood samples from gopher tortoises for genetic testing
6. Supplemental activities associated with gopher tortoise surveys for captive gopher tortoises

Permittee Signature:

[Signature]

Date:

1/15/2019

Not valid unless signed. By signature, permittee certifies that all information provided to issue this permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By:

Eric Seckinger

Authorized for:

Eric Sutton, Executive Director

Authorizing Signature:

[Signature]

Date:

01/15/2019

IS AUTHORIZED TO (Continued):

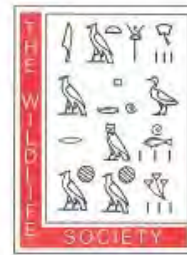
This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised January 2017) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the permittee's **01/15/2019 application**, the assurances of which are hereby incorporated by reference.
3. The Permittee shall only take attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or remove, damage, or destroy any gopher tortoise burrow when such activity is authorized by a separate permit (e.g., Conservation, 10 or fewer Burrows, Temporary Excavation, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
4. Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
5. Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoise to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
6. Captured gopher tortoises that show signs of burrow (i.e., hole) and/or other distress, emaciation, etc. must be

PERMIT NO. GTA-17-00002A

Page 1/2



The Wildlife Society

INCORPORATED IN WASHINGTON, D.C.

grants the designation

Certified Wildlife Biologist

David A. Pow

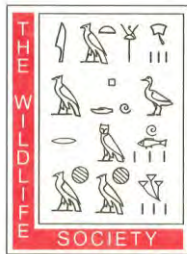
in recognition of fulfillment of all the professional requirements approved by The Wildlife Society and verified by the Society's Certification Review Board. This designation is valid for 5 years, beginning the first day of February 2017, provided membership in the Society remains in good standing.



[Signature]
President, The Wildlife Society

[Signature]
Chairman, Certification Review Board

[Signature]
Executive Director, The Wildlife Society



The Wildlife Society

INCORPORATED IN WASHINGTON, D.C.

grants the designation

Certified Wildlife Biologist

to

Amy Marie Reed

in recognition of fulfillment of all the professional requirements approved by The Wildlife Society and verified by the Society's Certification Review Board. This designation is valid for 5 years, beginning the first day of January 2018, provided membership in the Society remains in good standing.



[Signature]
President, The Wildlife Society

[Signature]
Chairman, Certification Review Board

[Signature]
Executive Director, The Wildlife Society



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:
Permitted Address:

Kenneth Ceglady
120 Vassar Road
SAINT AUGUSTINE, FLORIDA 32086
UNITED STATES

Permit Number:
Effective Date:
Expiration Date:

GTA-17-00002A
January 7, 2019
January 12, 2021

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Mark, transport, and release captured gopher tortoises at recipient sites

Permittee Signature:

[Signature]

Date:

1/8/19

Not valid unless signed. By signature, permittee certifies that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By:

Eric Seckinger

Authorized for:

Eric Sutton, Executive Director

Authorizing Signature:

[Signature]

Date:

01/07/2019

Species Conservation Planning Section

IS AUTHORIZED TO (Continued):

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised January 2017) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the permittee's **12/11/2018 application (as supplemented)**, the assurances of which are hereby incorporated by reference.
3. Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
4. Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoise to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
5. Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.
6. Marking of gopher tortoises must be done for all permits except for 10 or fewer burrows permits with on-site relocation. All tortoises must be marked with marginal scutes of tortoises ≥ 130 mm carapace length (CL) drilled or notched, and marginal scutes of juveniles < 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.

PERMIT NO. GTA-17-00002A

Page 1/2



**Society of Wetland Scientists
Professional Certification Program, Inc**

grants the designation

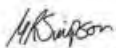
Professional Wetland Scientist

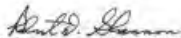
For

Jonathan D. Summerfield

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 10/17/2019.
Professional Wetland Scientist number 3145. Due to recertify by 10/17/2024.




Matthew Simpson, PWS
President


Robert D. Shannon, Ph.D., PWS
Review Panel Chair

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Jonathan D. Summerfield

has successfully met all requirements necessary to be fully certified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

April 10, 2007

Inspector #15737


Heather Ritchie


John Abusch

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "A"
CONTACT SHEET/PROPOSAL FORM

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN: \$ 155,000.00

Name: SES Energy Services LLC

Federal Taxpayer ID: 47-4020086

Mailing Address: 3550 St. Johns Bluff Road South

City, State, & Zip Code: Jacksonville, Florida 32224

Telephone: 904-285-1397 **Fax:** 904-285-1929

Email: kallerton@ersenvironmental.com

Submitted By: Kim M. Allerton

Title: Division Manager

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Phelitia "Charlie" Cruz **Title:** CFO

Email Address: ccruz@ersenvironmental.com **Phone:** 904-285-1397

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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 RFP 2019-06 Amelia Island Beach Habitat Conservation Plan.
2. This sworn statement is submitted by (entity) SES Energy Services LLC whose business address is 3550 St. Johns Bluff Road South, Jacksonville, FL 32224 and (if applicable) Federal Employer Identification Number (FEIN) is 47-4020086 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Kim M. Allerton and my relationship to the entity named above is Division Manager.
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

CITY OF FERNANDINA BEACH, FLORIDA

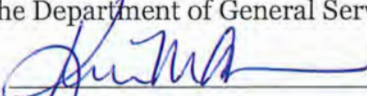
RFP 2019-06

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

agents who are active in management of an entity.

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

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


Signature

Date: 8 January 2020

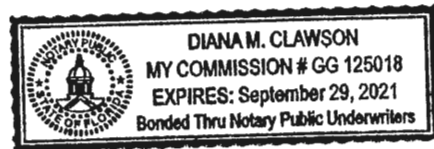
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Kim M. Allerton who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of January, 2020, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires: Sept. 29, 2021



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

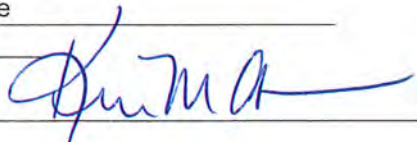
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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: SES Energy Services LLC

CITY: Jacksonville STATE: Florida ZIP CODE: 32224

SIGNATURE:  PHONE: 904-285-1397

NAME (TYPED OR PRINTED): Kim M. Allerton TITLE: Division Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2019-06

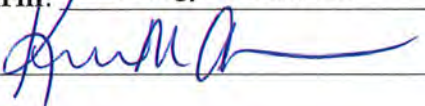
Project Description: Amelia Island Beach Habitat Conservation Plan

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: SES Energy Services LLC

Authorized Signature: 

Title: Division Manager

Date: 8 January 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

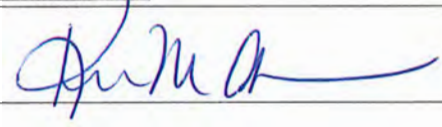
EXHIBIT "E"

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: Kim M. Allerton Title: Division Manager

Signature:  Date: 8 January 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2019-06 Amelia Island .
Beach Habitat Conservation Plan.

This sworn statement is submitted by (entity) SES Energy Services LLC whose business address is 3550 St. Johns Bluff Road South, Jacksonville, FL 32224 and (if applicable) Federal Employer Identification Number (FEIN) is 47-4020086 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kim M. Allerton and my relationship to the entity named above is Division Manager.

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

Signature

Date: 8 January 2020

STATE OF FLORIDA

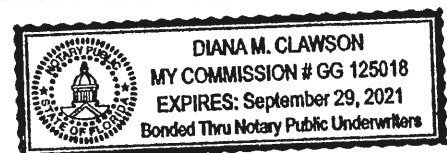
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of January, 2020, and is personally known to me, or has provided _____ as identification.

Diana M. Clawson
Notary Signature

My Commission expires: Sept. 29, 2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

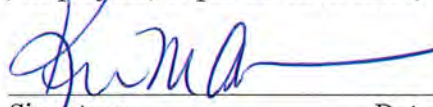
EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2019-06 Amelia Island
Beach Habitat Conservation Plan.

This sworn statement is submitted by (entity) SES Energy Services LLC whose business
address is 3550 St. Johns Bluff Road South, Jacksonville, FL 32224 and (if applicable) Federal Employer
Identification Number (FEIN) is 47-4020086 (If a Sole Proprietor and you have no
FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kim M. Allerton and my relationship to the entity named above
is Division Manager.

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.

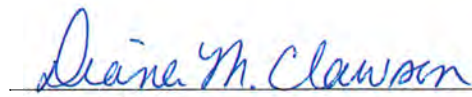


Signature

Date: 8 January 2020

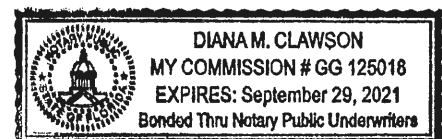
STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of January, 2020, and is personally known to me, or has provided _____ as identification.



Notary Signature

My Commission expires: Sept. 29, 2021



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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.

SES Energy Services LLC,	8 January 2020
Firm	Date
	Kim M. Allerton, Division Manager
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

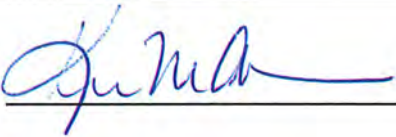
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Kim M. Allerton **TITLE:** Division Manager

ADDRESS: 3550 St. Johns Bluff Road South

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 8 January 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. What is the City's budget for this project? A budget for this project has not yet been developed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

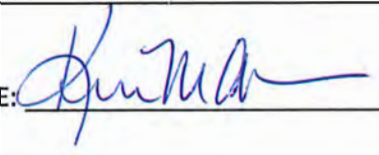
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No. 2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Kim M. Allerton **TITLE:** Division Manager

ADDRESS: 3550 St. Johns Bluff Road South

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 8 January 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. The City will accept the changes in the indemnification language for this project as follows:

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioner, 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, actions, causes of actions, 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~~ and to the extent caused by the negligent and/or deliberated acts or omissions of CONTRACTOR/VENDOR, its officers, employees, agents and representatives. CCONTRACTOR/VENDOR...

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

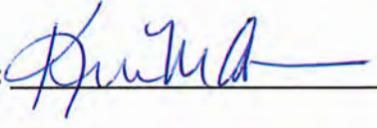
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Kim M. Allerton **TITLE:** Division Manager

ADDRESS: 3550 St. Johns Bluff Road South

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 8 January 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. Will this be a time and materials with a not to exceed value contract or a fixed price contract? **The City anticipates negotiating pricing when considering value engineering**
2. Will invoices be paid monthly based on work completed or based on acceptance by the City of deliverable products? **As negotiated in the contract**
3. What is the source of funding for the HCP, and is the proposed schedule contingent on the City obtaining funding? **Grants along with City and County funding**
4. Issuance of an incidental take permit is a federal action under the National Environmental Policy Act (NEPA).
 - How does the USFWS plan to comply with the NEPA? **City staff has no expertise in this area. USFWS staff has not discussed NEPA compliance with the City, yet. The City has used RFP templates from Volusia and St. Johns County, FL to create this RFP document. We are not aware of NEPA compliance plans being included with the RFP document. The City knows the following from the USFWS website:**

What is NEPA?

In issuing an incidental take permit, the U.S. Fish and Wildlife Service must comply with the National Environmental Policy Act (NEPA) and other statutory and regulatory requirements, including any state or local environmental/planning laws. As such, they may be categorically excluded from the National Environmental Policy Act or may require either an Environmental Assessment or, rarely, an Environmental Impact Statement.

- Is the City accounting for NEPA compliance as part of the proposed project schedule? **The City does not have project budget established but is waiting for the proposals. City seeks the ITP and whatever needs to be done to receive it.**
5. Will the City entertain potential refinements/improvements to the Statement of Work provided in the RFP? **The City anticipates some value engineering**
 6. Since this is primarily a “technical service” (Time Only) RFP, would the City consider waving the Bond requirement? **No, but City will accept irrevocable letter of credit in lieu of bond**
 - We can guarantee that we will not withdraw our proposal for a period of ninety (90) calendar days after proposal closing date.
 - We typically provide such guarantees for other local, state and federal governments/agencies without providing a Bond.
 7. If the City cannot wave the Bond requirement, can you confirm that the City will accept an “irrevocable letter of credit” in lieu of a Bond as security for submitting a proposal that is contingent on a winning submittal? **See Answer to #6 above**



ENVIRONMENTAL SOLUTIONS & INNOVATIONS, INC.

4525 Este Avenue
Cincinnati, OH 45232
Phone: 513-451-1777 Fax: 513-451-3321

P19374

8 January 2020

Ms. Wanda Weeks
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Weeks:

RE: ESI Proposal Submittal: RFP# 2019-06; Amelia Island Beach Habitat Conservation Plan

Environmental Solutions & Innovations, Inc. (ESI;), as the prime contractor, in conjunction with our partners Atkins and Terracon (hereafter, the Team), is pleased to provide a proposal to prepare the Amelia Island Beach Habitat Conservation Plan (HCP). Materials submitted include a response to the information requested in three separate exhibits: 1) Proposal, 2) Exhibits A-H, and 3) Letter of Credit. The Team possesses the expertise, experience, knowledge, and dedication required to manage and overcome any unique complexities and challenges potentially encountered on the project. The Team is prepared to address local resources, potential data limitations, effects analysis requirements, involvement of multiple participants, and budget and schedule requirements. Our proposed technical approach leverages our extensive experience by tailoring a proven process and associated methods to meet specific needs of the Amelia Island Beach HCP.

The Team provides the following skills, critical to successful preparation of Amelia Island Beach HCP:

Incidental Take Permit Specialists

- ✓ *We are ESA compliance experts and complete HCPs.*

We have a proven track record of finishing challenging regional HCPs, and we understand requirements unique to this project.

www.ENVSI.com

- ✓ *We know U.S. Fish and Wildlife Service (USFWS) policies and procedures.*

The Team offers insightful understanding of USFWS policies and procedures. and includes individuals previously employed by the agency.

Unparalleled Conservation Biology Experts

- ✓ *We know how to prepare assessments for HCPs.*

The Team is equipped with an expert-level understanding of target species in the region and recognizes how species respond to coastal management practices.

- ✓ *We know how to model species habitat.*

The Team includes experts at modeling species habitat to predict potential use of areas across the landscape.

Coastal Management Experts

- ✓ *Expert knowledge of coastal management practices.*

The Team includes staff that evaluated ecological conditions, interpreted research results, and assessed policy documents in the context of ongoing coastal management practices.

- ✓ *Expert knowledge of local environmental setting.*

The Team's experience and expertise with local resources across the region comprises several hundred projects in Florida on projects involving various impacts on diverse biological resources.

Once again, we appreciate the opportunity to present our proposal and look forward to meeting with you to discuss the advantages of our approach and organization. If you have any questions or need additional information, please feel free to contact us.

Sincerely,



Leo Lentsch
VP, Conservation & Mitigation / Project Director
E-mail: llentsch@envsi.com
Mobile: 843-333-3706

TECHNICAL AND COST PROPOSAL:
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

RFP No. 2019-06

8 January 2020

Prepared for:



City Clerk's Office
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Prepared by:



Environmental Solutions & Innovations, Inc.

4525 Este Avenue
Cincinnati, Ohio 45232
Phone: (513) 451-1777
Fax: (513) 451-3321

Ravenna, OH • Indianapolis, IN • Orlando, FL • Springfield, MO • Pittsburgh, PA • Teays Valley, WV

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1.0 Introduction

Environmental Solutions and Innovations, Inc. (ESI) and its teaming partners – Atkins North America (Atkins) and Environmental Services, Inc., a Terracon Company (Terracon; hereinafter the Team) – welcome the opportunity to respond to the City of Fernandina’s (COFB’s) Request for Proposal (RFP) #2019-06 to develop a Habitat Conservation Plan (HCP) for Amelia Island beaches. Information presented herein is organized to address the RFP’s informational requirements (Project Understanding; Proposed Work Plan; Expected Relationship Consultant and City; Relevant Experience; Other Relevant Information; and Exhibits A-H) while allowing easy evaluation of selection criteria (Quality of Firm and Experience; Qualifications of Staff; Project Approach; Schedule of Work; Proposed Cost). The introduction provides information on the Team, highlighting specific skills and expertise and unique experience. At the end of the introduction, organizational structure for the remaining sections of this document is outlined.

1.1 ESI Consultant Team

The Team comprises a uniquely qualified group with recognized national expertise in: 1) development of multi-species HCPs, 2) coastal ecology, and 3) management of local beach and coastal resources. Because decisions must often be made quickly and under pressure, the Team understands the importance of making the right choices. Our experience and expertise allow us to bring clarity and calmness to assess the situation, neutralize the problem, and select the best strategy for our clients.



ESI serves as prime contractor, providing comprehensive support and strategic leadership – critically important to the success of any project. Because the complexity of permitting projects continues to change, ESI works closely with clients to ensure regulatory requirements, project challenges, and potential solutions are based on sound scientific findings. Additionally, ESI collaborates with multiple stakeholders, including resource agencies and operators, to develop a project approach that is innovative, technically accurate, articulate, transparent, and well documented.

ESI is a Small Woman-Owned Business headquartered in Cincinnati, Ohio. It provides unparalleled expertise in biological resources and annually manages approximately 200 natural resource projects throughout the U.S., including those supporting both Endangered Species Act (ESA) and National Environmental Policy Act (NEPA) compliance processes. Its work history includes a range of HCP projects – from low-effect HCPs addressing a single local species to large multi-state HCPs encompassing multiple species across a large geographic area. ESI often works at the interface of multiple covered activities simultaneously ensuring intertwining actions are well

understood, including among competing interests such as recreation, land development, and shared access roads on the same parcel at the same time.

ESI's staff's portfolio is extensive, comprising over 60 projects related to developing HCPs while also preparing the associated Incidental Take Permit (ITP) packages. Its staff also includes former U.S. Fish and Wildlife Service (USFWS) employees who contributed to drafting the 2018 HCP Handbooks and taught courses on ESA compliance and HCP preparation at the National Conservation Training Center (NCTC). In addition, ESI staff bring a thorough understanding of local species and exceptional working relationships with federal and state biologists in Florida, the Southeast, and around the country. They often work alongside regional scientists, publish with them, and collaboratively serve on various committees and panels.



Member of the SNC-Lavalin Group

Atkins is a matrix organization structured around technical services and geographic regions operating for nearly 60 years under the laws of the State of Florida. Including 13 offices in Florida, Atkins operates 50 offices across the U.S. with approximately 3,300 employees. Effective 2 July 2017, SNC-Lavalin purchased Atkins. As a member of the SNC-Lavalin group, Atkins offers the strength and stability of a 50,000-employee company that provides comprehensive end-to-end project solutions with expertise in the natural and life sciences. The firm's capabilities encompass a wide variety of scientific disciplines including hydrology, botany, zoology, limnology and aquatic biology, terrestrial ecology, estuarine and marine science, and resource management.



Negotiating the complexities of environmental issues can be challenging and time consuming. Terracon relies upon demonstrated environmental consulting experience and knowledge of local conditions and regulations to deliver solutions that are timely, practical, and make good business sense. Terracon is a full-service environmental consulting firm providing environmental and natural and cultural resource solutions. Terracon serves public- and private-sector clients nationally from its headquarters in Jacksonville, Florida and offices in Raleigh, North Carolina and Savannah, Georgia. Terracon's services include environmental permitting, environmental site assessment and permitting, air quality, soil evaluation, wetlands mitigation and analysis, archaeology and cultural resource studies, underwater archaeology, endangered and threatened species studies, forestry and land management, Geographic Information Systems (GIS), and sustainable services.

1.2 Consultant Team Qualifications

1.2.1 We Are ESA Compliance Experts That Complete the ITP Process

The Team shares a proven track record of completing challenging, regional HCPs. We understand the inherently unique requirements of the Amelia Island Beach HCP as we routinely participate in similar HCPs for a variety of similar species and resources. Collectively, the Team's project leadership comprises well over 100 years of focused

HCP experience and a total involvement in over 60 HCPs including some of the largest in the nation (American Electric Power Multi-state, Multi-species HCP and NiSource HCP). With such knowledge and experience, we anticipate issues and provide strategic guidance at critical junctures, thus avoiding pitfalls and maintaining project momentum.

The Team also arrives equipped with expert-level understanding of target species in the region and how those species respond to coastal management practices and beach restoration. Members of the Team were instrumental in developing a regional programmatic ESA compliance document for all species potentially impacted by offshore wind development along the east coast. Many of the same species occur in the Amelia Island area. Real world impact assessments combined with an exceptional HCP skill set come together to create a formidable team who efficiently evaluate and incorporate scientific information into the HCP process. The Team brings innovative techniques for assessing impacts; facilitating development of conservation measures and monitoring protocols; and enabling a solid head start on modeling, data access, and regulatory needs for the Amelia Island Beach HCP.

1.2.2 We Know USFWS Policies and Procedures

The Team includes former USFWS employees, thus offering valuable insight into USFWS policies and procedures as well as excellent working relationships with USFWS staff. Specifically, ESI staff includes two prior USFWS employees: one a principal author of the new HP handbook (USFWS and NOAA 2016) and the other a Field Office Supervisor, involved in more than 2000 informal Section 7 consultations under ESA and responsible for signing off on over 350 Section 7 biological opinions. The Team's in-depth understanding of HCP development and meeting ITP issuance criteria expedites the entire HCP process and generates quality work products that meet USFWS requirements. The Team's active role in HCP development across the U.S. and established agency relationships (including with many of the USFWS staff supporting the Amelia Island Beach HCP) ensure a comprehensive HCP to address the needs of COFB and the environment.

1.2.3 Expert Knowledge of Beach Management Practices

Atkins' unparalleled local coastal management and beach restoration experience in Florida combined with ESI and Terracon species expertise demonstrate the Team's ability to evaluate potential impacts and determine appropriate species conservation measures associated with a host of covered activities. The Team includes staff with experience assessing ecological conditions, interpreting research results and assessing policy documents in the context of ongoing beach and coastal management practices. We develop and implement coastal management plans and conservation measures targeting sustainable recreation, urban development, and wildlife resources. Most importantly, we assess potential impacts of beach management practices and conservation measures within the context of regional ESA compliance efforts and development of coastal HCPs (e.g., Bureau of Ocean Management Eastern Offshore

Wind Biological Assessment [BA], Massachusetts Beach and piping plover HCP, Washington State Puget Sound HCP, and literally hundreds of small section 7 BAs). Our combined expertise facilitates addressing one of the more challenging aspects of HCP development (relationship between covered activities and potential take) in a productive time-efficient manner.

1.2.4 Expert Knowledge of Local Environmental Setting

The Team offers extensive experience and expertise with local resources. Over the past decade alone, the Team's collective experience includes several hundred projects in the Coastal Region examining various impacts affecting a wide diversity of biological resources. Projects include analyzing effects on coastal resources, assessing impacts to wetlands and other sensitive habitats, and describing or modeling effects on wildlife broadly and rare or listed species specifically. Lastly, the ESI Team works with regional GIS layers regularly and is familiar with the available data for the area.

1.2.5 Document Organization

The remainder of this document includes responses to each requirement identified in RFP #2019-06: Project Understanding (Section 2.0), Expected Relationship with COFB (Section 3.0), Proposed Workplan (Section 4.0), Relevant Experience (Section 5.0), and Other Relevant Information (Section 6.0). To comply with the information requests, additional materials are provided within each section. Table 1 provides an overview of the information included in each section.

Table 1. Organization of information provided in this document.

Section	Information Provided	Selection Criteria
2.0 Project Understanding	• HCP Development Process • Potential Challenges	• Quality of Firm and Experience • Qualifications of Staff
3.0 Expected Relationship	• Project Coordination ○ Participants Roles and Responsibilities ○ Collaborative Work Style ○ Access to information • Staffing Plan ○ Proposed Staff and Organization ○ Project Team Biographies ○ Workload Capacity • Project Performance ○ Quality Assurance/Quality Control and Technical Procedures ○ Project Controls ○ Contractual Changes and Amendments	• Project Approach • Quality of Firm and Experience • Qualifications of Staff
4.0 Proposed Workplan	• General Approach • Phase I—Planning the HCP and Preparing the Data • Phase II—Preparing the HCP • Schedule	• Project Approach • Schedule

Section	Information Provided	Selection Criteria
5.0 Relevant Experience	- Overview of Project Experience - Relevant Project Examples	- Quality of Firm and Experience - Qualifications of Staff
6.0 Other Information	- Potential Scope of Work Improvements - Basis for Cost Estimate	Proposed Cost
Appendix A	Staff Resumes	Qualifications of Staff
Appendix B	Exhibits A-H	As Required
Appendix B Exhibits A-H	RFP Amendments	As Required

2.0 Project Understanding

Certain activities that COFB regulates and/or manages may affect species protected under the ESA. Section 9 of the ESA and its implementing regulations prohibit take of any fish or wildlife species listed as endangered. Section 9 also prohibits damage or destruction of plants listed as endangered on federal property or on non-federal lands when doing so is in knowing violation of any state law or regulation, or in the course of any violation of a state criminal trespass law. To this end, and as specified in RFP #2019-06, COFB seeks technical assistance to develop an HCP for the Amelia Island beaches. While certain COFB activities may affect ESA-listed species, an ITP is only needed if COFB activities are "in an area where ESA-listed species are known to occur and where their activity or activities are reasonably certain to result in incidental take" (USFWS/NMFS Handbook 3-2). Such take can be direct take (e.g., adult sea turtles being killed by vehicles) or indirect take (e.g., sea turtle habitat significantly modified by vehicles).

HCPs are planning documents required as part of an application for an ITP. The documents describe the anticipated effects of the proposed taking; how impacts will be avoided, minimized, or mitigated; and how the HCP is to be funded. HCPs can apply to both listed and non-listed species, including species that are candidates or are proposed for listing. Conserving species before they are in danger of extinction or are likely to become so can also provide early benefits and prevent the need for listing.

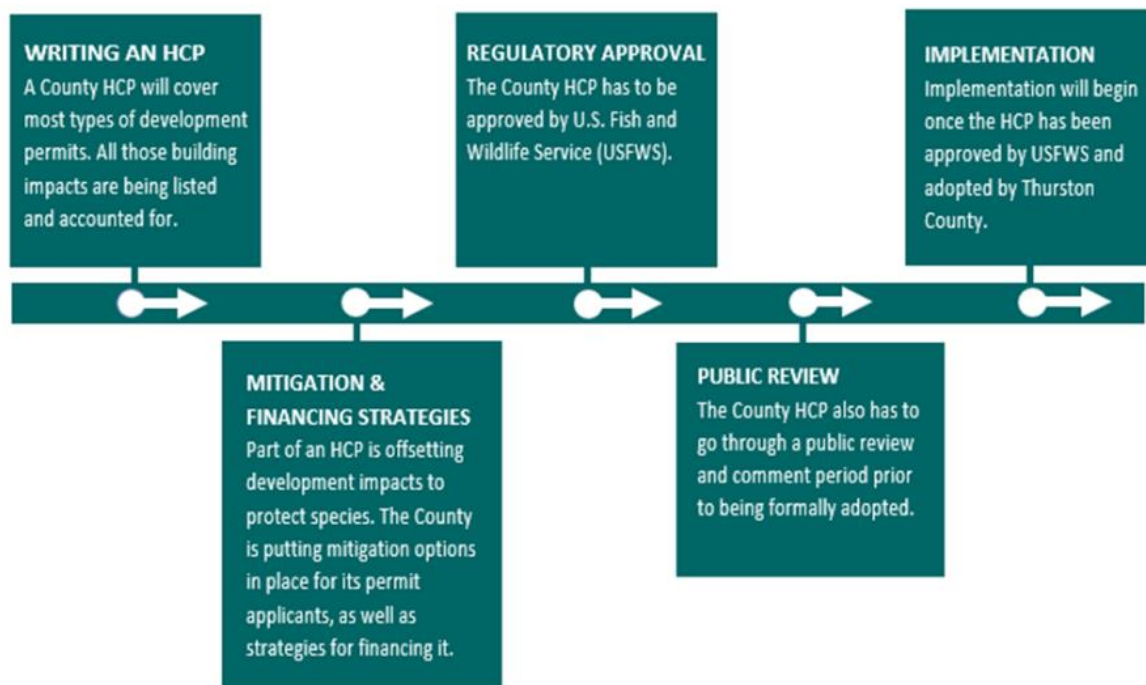
2.1 HCP Development Process

Most HCPs follow a similar general process. They start with the formation of a steering committee with representation from the environmental community, landowners and developers, local governments, and state and federal resource management agencies, among others. Frequently, consultants are hired to prepare background biological and land use studies as well as the actual plan and accompanying environmental documentation. The plan's content can vary substantially depending on the species and potential threats at issue. Plans typically include provisions for habitat

management, ecological restoration, and research and monitoring. Much of the deliberation in preparing a plan centers on how much habitat must be preserved, the boundaries and configuration of the conservation strategy, how funds will be generated to finance the plan, and which entities or organizations will have management responsibility for the protected habitat.

It is also important to note that issuance of an ITP is a federal action requiring compliance with NEPA. USFWS is responsible for ensuring NEPA compliance during the HCP process. However, if USFWS does not have enough resources, an applicant may, within certain limitations, prepare the draft NEPA analysis. Doing so can benefit the applicant and the government by expediting the application process and permit issuance. In cases like this, USFWS provides guidance, reviews the document, and takes responsibility for its scope, adequacy, and content. An example of the key components of the process for obtaining an ITP are included in a simple example from Thurston County, Washington (Figure 1). A detailed example of the HCP process including NEPA interaction is included in Figure 2.

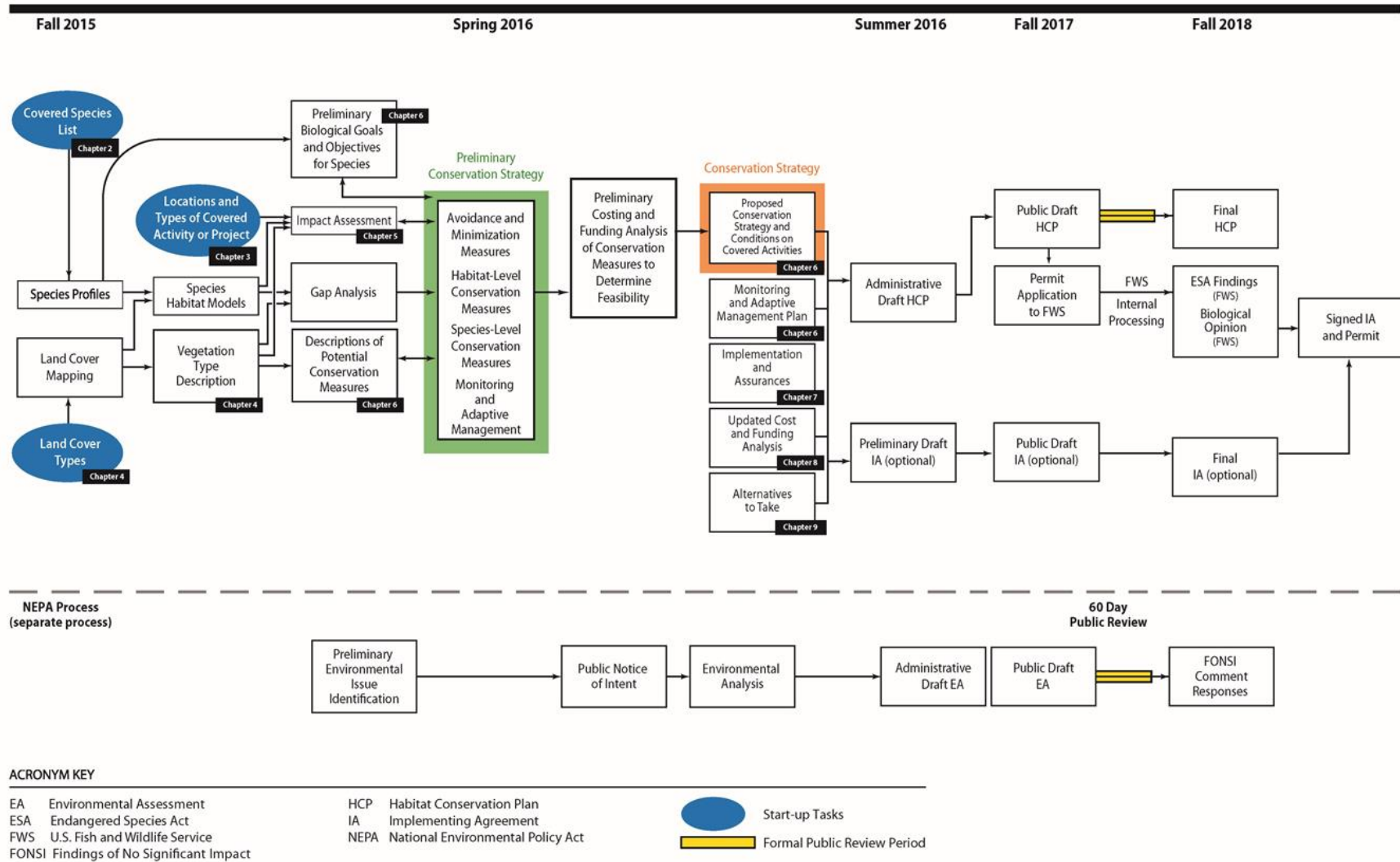
Figure 1. Key process components for obtaining and ITP.



By developing an HCP, and applying for an ITP, COFB needs to describe measures designed to avoid, minimize, and mitigate the effects of its actions. The following criteria are required for issuance of an ITP as outlined in Section 10(a)(2)(B) of the ESA:

- Taking will be incidental;

Figure 2. Detailed example of the process to obtain and Incidental Take Permit.



- The applicant will, to the maximum extent practicable, minimize and mitigate the impacts of the taking;
- The applicant will ensure that adequate funding for the plan will be provided;
- Taking will not appreciably reduce the likelihood of the survival and recovery of the species in the wild; and
- Other measures, as required by the Secretary, will be met.

Section 10(a)(1)(B) of the ESA directs USFWS to issue ITPs to non-federal entities to allow take of ESA-listed species that is incidental to otherwise lawful activities. Take, as defined by the ESA means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. "Harass" is not a form of take that can be permitted under section 10(a)(1)(B) because an ITP can only authorize take that is "incidental to, but not the purpose of, the carrying out of an otherwise lawful activity". Take in the form of "harm" is particularly relevant to COFB's proposed HCP because harm is usually manifested in habitat modification, a common component of the potential Covered Activities in COFB's HCP. For habitat modification to constitute take under the definition of "harm" in the ESA, all aspects of the harm definition must be triggered, with the "actual killing or injury of wildlife" as the most significant component of the definition (USFWS Director's Memorandum dated April 2018). These include:

- Is the modification of habitat significant;
- If so, does that modification also significantly impair an essential behavior pattern of a listed species; and,
- Is the significant modification of the habitat, with a significant impairment of an essential behavior pattern, likely to result in the actual killing or injury of wildlife?

To answer these questions, along with the issuance criteria, Section 10 of the ESA and its implementing regulations define the contents of HCPs:

- An assessment of impacts likely to result from the proposed taking of one or more federally listed species.
- Measures that the permit applicant will undertake to monitor, minimize, and mitigate for such impacts, the funding available to implement such measures, and the procedures to deal with unforeseen or extraordinary circumstances.
- Alternative actions to the taking that the applicant analyzed, and the reasons why the applicant did not adopt such alternatives.
- Additional measures that the USFWS may require.

HCPs are also required to comply with the Five Points Policy by including:

1. Biological goals and objectives defining the expected biological outcome for each species covered by the HCP;

2. Adaptive management including methods for addressing uncertainty and monitoring and feedback to biological goals and objectives;
3. Monitoring for compliance, effectiveness, and effects;
4. Permit duration determined by the time-span of the project and designed to provide the time needed to achieve biological goals and address biological uncertainty; and
5. Public participation according to NEPA.

2.2 Potential Challenges

COFB developed a 2030 Comprehensive Plan establishing long-term goals, objectives, and policies to provide an effective and efficient balance of the City's anticipated growth demands with its goals for protecting natural and cultural resources (<http://www.fbfl.us/81/Comprehensive-Plan>). The Comprehensive Plan is a living document. While designed to provide certainty in the development of the City, the plan must also respond to the City's growth and the community's desires. It serves as a guide for decision-making such as land use changes; capital improvement programs; and the rate, timing, and location of future growth. Overall, the Comprehensive Plan seeks to support new growth and redevelopment opportunities within the community while balancing the needs of its citizens, its unique character, and its cultural, historical, and environmental resources.

The Amelia Island Beach HCP serves as a useful tool for implementing many activities identified in the Comprehensive Plan and faces similar challenges encountered during Comprehensive Plan development. Additionally, the HCP faces similar challenges associated with development of any federal planning document that results in a federal agency action. Some potential challenges include:

1. Ensuring adequate involvement and commitments from state and federal agencies as well as other entities participating in HCP development
2. Ensuring timely response for informational requests
3. Ensuring adequate and timely review of the HCP
4. Determining and ensuring adequate stakeholder and public involvement
5. Describing the covered activities in enough detail so an effects analysis can be completed
6. Responding to changes in the regulatory process
7. Developing and adhering to a realistic budget and schedule for the scope of the HCP

The approach as outlined herein is designed to address these challenges along with others that might arise.

3.0 Expected Relationship

Developing an effective and efficient working relationship between the Team and COFB is an important factor for ensuring completion of a successful project within budget. Some elements for building a strong working relationship include: developing effective coordination encompassing: Direct Contact (personnel relationships), Group Meetings (interchange of ideas), and Organizational Structure (roles and responsibilities). The following sections detail our approach to building a strong working relationship by describing the needs and expectations associated with project coordination, defining organizational structure and key personnel in direct contact with COFB over the course of the project; and implementing measures to ensure our performance meets and/or exceeds COFB's needs.

3.1 Project Coordination

3.1.1 Participant Roles and Responsibilities

It is important to note that obtaining an ITP is an applicant driven process. Within that process the role of consultants in HCP development is viewed in the context of the roles and responsibilities assumed by other plan participants. The following provides information for individuals unfamiliar with the HCP process regarding the basic roles and responsibilities assumed by various participants.

COFB identified the following entities as participants in the HCP development process: Amelia Island Sea Turtle Watch, Nassau County Board of Commissioners (BOCC), Florida Fish and Wildlife Conservation Commission (FWC), USFWS and other parties deemed necessary by either COFB or BOCC. Other parties could include regulatory agencies (e.g., U.S. Army Corps of Engineers [USACE], Florida Department of Environmental Protection [FDEP]), independent scientific advisors, stakeholders, lawyers, and members of the public. While details of the responsibilities assumed by these groups and individuals need to occur as part of the HCP development process, the fundamental roles and responsibilities generally remain fairly consistent among plans. However, as described in Section 4, the Team will work with COFB to determine participants in the HCP process and carefully tailor respective roles and responsibilities to ensure COFB's needs are met. The following descriptions provide an overview of potential roles.

COFB: Applicant

COFB is the entity (applicant) seeking issuance of ITPs upon approval of the HCP. Jurisdictions and public facility providers (cities, counties, regional associations of government, water districts, and utility companies) are common ITP applicants. Elected officials within participating jurisdictions have shown strong leadership in moving development of HCPs to completion and frequently took on the responsibility

of promoting the HCP, setting policy, ensuring funding, motivating participation, and encouraging plan participants to make the often-difficult decisions during the negotiation phase of plan development. The applicant is responsible for preparing the HCP in coordination with other plan participants. For most HCPs prepared to date, the applicant hired one or more consultants to assist with preparation.

Wildlife Agencies

As active partners in HCPs, wildlife agencies assist the applicant in all stages of plan preparation, ensuring the HCP meets conservation standards set forth in the ESA and state regulations. Wildlife agencies also possess the authority to approve the HCP and issue ITPs to the applicant. Local wildlife agency staff are responsible for assisting the applicant in HCP development through consultations with the applicant, supply of technical information and expertise, participation in meetings with the applicant and stakeholders to develop the plan, and review of draft documents. High level agency personnel can provide policy guidance and oversight to the HCP process throughout plan development.

Other Regulatory Agencies

Coordination with additional state and federal regulatory agencies is desirable to develop a plan meeting each agency's permit requirements. For example, USACE administers the permitting process under Section 404 of the Clean Water Act (CWA) and FDEP is the lead agency regulating coastal zone development in Florida. Through their involvement in HCP development, such agencies provide proactive input toward conserving the resources the agencies are mandated to protect and minimize COFB's need for meeting additional regulatory requirements.

Stakeholders & Public

Stakeholder and public involvement are critical throughout plan development and review to ensure all perspectives and concerns are raised and addressed. The Team proposes to ensure cooperation among interested persons to facilitate early coordination of planning for habitat protection and economic stability.

ESI Team: Consultant

The role of consultants in HCP development includes assisting clients with defined responsibilities. Both the applicant and special interest groups may hire consultants to assist with various tasks during plan development. Development of an HCP requires technical, administrative, and organizational expertise; negotiation skill among diverse parties; and the persistence to carry the process to fruition. Consultants may be hired to assist with any of these tasks. This section briefly describes responsibilities necessary to successfully develop an HCP, with special attention given to describing services performed by consultants.

Technical Expertise

Technical experts serve as the backbone of the HCP process, providing much of the information and advice on which negotiations are built. Qualified staff on the Team provide expertise in specific disciplines, including conservation planning, biology, economics, land use policy, and legal requirements. Such technical expertise is

essential to coordination with wildlife agencies regarding biological, conservation, and legal issues. In addition to presenting information, Team professionals working on the plan may be asked to provide recommendations to the applicant, steering committees, and elected officials as the process moves forward. As needed, technical memos may be written; decision-making processes are documented; and, once decisions are made, the information is incorporated into the HCP.

Administration and Organization

Administrative and organizational support ensures the flow of information among the consultant team, plan participants, and the public throughout the HCP process. Applicants may need advice on the steps of the HCP process and how to get started. ESI as the prime coordinates the work of staff and consultants on the plan. Logistical support is also provided to organize and host committee meetings.

Outreach

Outreach is essential to acquiring public support and ensuring plan success. The Team and/or others assist COFB with establishing and implementing the public participation process and developing outreach methods. Responsibilities may include publicizing the HCP effort through websites, printed materials, and community information meetings.

Facilitation

Because it involves intense negotiation and decision-making, the HCP development process requires excellent facilitation. Participants in the plan are responsible for advocating their positions and negotiating solutions to conflicts. Facilitators advocate for the plan by focusing on the identification and resolution of problems through the group decision-making process. The Team facilitates collaborative decision-making among plan participants and, as appropriate, other entities in the HCP process.

3.1.2 Collaborative Work Style

The Team uses a positive, problem-solving approach that encompasses internal processes, USFWS involvement, and stakeholder input. With respect to all interactions involved in HCP development, we aim to address multiple points of view and achieve consensus. Components of our interest-based negotiation process include:

- Sharing relevant information – critical for effective solutions
- Focusing on issues, not personalities
- Focusing on the present and future, not the past
- Focusing on the interests underlying the issues
- Focusing on mutual interests
- Evaluating options developed to satisfy mutual interests via objective criteria, rather than power or leverage

For critical decisions when obtaining consensus is difficult, the Team is experienced in structured decision making (SDM). This quantitative approach can provide information on participant values and help identify common ground. SDM is a general term used

for the carefully organized analysis of problems used to reach decisions. Based in decision theory and risk analysis, key SDM concepts include making decisions based on clearly articulated objectives, addressing uncertainty, and responding transparently to preferences or values in decision making. Thus, SDM integrates both science and policy. SDM represents an approach used to resolve critical differences in a positive and transparent way.

In addition to established processes for collaboration, the Team possesses strong working relationships with USFWS offices and staff throughout the country, including USFWS Region 4. Several members of the Team are former USFWS or state agency employees, thus providing an unparalleled understanding of

**Former Wildlife Agency
Employees**

Tom Magnuson: 30 years

Al Pfister: 19 years

Leo Lentsch: 17 years

requirements and underlying USFWS objectives. Other key staff provided training to USFWS employees at NCTC. Our relationships are built on a commitment to scientific rigor, document quality, and understanding of USFWS's internal processes, including how to develop HCPs to meet issuance criteria. Central to our approach is providing USFWS with a technical document that is clear, well organized, and scientifically sound. Our understanding of USFWS policies and procedures is a real and tangible advantage to our clients. Specifically, Tom Magnuson was one of the primary authors of the revised HCP Handbook and Al Pfister and Leo Lentsch served as ESA compliance instructors at the USFWS NCTC.

3.1.3 Access to and Use of Existing Biological Data

As required by ESA, the Team compiles the best available scientific information to assess impacts of covered activities on covered species. We propose to use or modify existing data obtained from COFB as well as data from other county, state, and national sources to characterize and map the affected environment for covered species. These data are used to: a) define the location of covered lands; b) describe the nature of covered activities; c) develop a programmatic effects analysis that considers impact mechanisms typical of the covered activities; d) identify and evaluate the effectiveness of conservation measures in avoiding, minimizing, and mitigating impacts to covered species; and e) define and describe additional measures necessary to avoid, minimize, or mitigate impacts to other resources identified in the scoping process. Accurate and adequate GIS resource mapping is also critical to completing the HCP analysis. The Team's ability to access and incorporate data from COFB, as well as county, state, and federal GIS data sets, is essential for reducing costs and meeting timelines.

Accordingly, under this task, the Team works with COFB to refine data sources and analytical approaches potentially used for the HCP. This includes data developed in support of any related analyses that may be applicable such as datasets mentioned in the RFP. To the extent necessary, data gaps and their potential implications on the HCP analysis, budget, and schedule are identified and used to determine the most efficient process for accurately characterizing and mapping resources, including

pertinent biological or physical resources and areas of potential disturbance to covered species. Both Atkins and Terracon play a critical role in the process given their extensive experience working in the Amelia Island region and their specific expertise with the ecosystems and land cover types, beach management and other development activities, human effects on the environment, and covered species that are incorporated in the HCP.

3.2 Staffing Plan

Based on review of the project description and contract requirements, we carefully selected a group of professionals whose expertise and talents are available to support this effort. Proposed staff has the dedication, availability, understanding, unique experience, technical expertise, and local knowledge to ensure successful completion of the Amelia Island Beach HCP and any other documentation potentially needed as part of an ITP application package. One of the important aspects of working with COFB is the interactions between the proposed consultant team staff and COFB staff.

3.2.1 Proposed Staff and Team Organization

To accommodate the needs of the project, staff are grouped as follows: 1) Project Leadership Team, 2) Task Leaders, 3) Covered Species Experts, and 4) Technical Support Staff (Table 2). Key Staff include the Project Leadership Team, Task Leaders and Covered Species Experts. Remaining staff proposed for the Team include specific technical support specialists. Resumes for all proposed staff are included in Appendix A. In addition, project support staff provide the following services: editing, formatting, document production, and financial review. Their biographies and resumes will be provided upon request.

Table 2. Summary of staff proposed to develop the Amelia Island Beach HCP.

Name, Role	Key Staff	Authorship Role	Firm	Years of Experience	Education	Office Location	ESA Compliance / Take	Environmental Assessment	Complex Projects	Coastal Resources	Local, State, Federal Clients	Multiple Stakeholders
Project Leadership Team												
Leo Lentsch Project Director / Senior Manager	■	Author, Review	ESI	37	MS	SC	✓	✓	✓	✓	✓	✓
Lisa Mash Deputy Manager / Facilitator	■	Author, Review	Atkins	20	MS	SC	✓	✓	✓	✓	✓	✓
Samantha Cooke Project Coordinator	■	Support	ESI	10	MS	CO	✓	✓	✓	✓	✓	✓
Thomas Magnuson Senior Advisor USFWS Procedures	■	Review	ESI	35	MS, MBA	MN	✓	✓	✓	✓	✓	✓
Al Pfister	■	Review	ESI	37	MS	CO	✓	✓	✓	✓	✓	✓

Name, Role	Key Staff	Authorship Role	Firm	Years of Experience	Education	Office Location	ESA Compliance / Take	Environmental Assessment	Complex Projects	Coastal Resources	Local, State, Federal Clients	Multiple Stakeholders
Senior Advisor and QA/QC												
Donald R. Deis, CEP Senior Advisor Florida Resources	■	Review	Atkins	40	MS	FL	✓	✓	✓	✓	✓	✓
Isaac Rhodes Robinson, CEP, PWS Senior Advisor Florida Resources	■	Review	Terracon	42	MS	FL	✓	✓	✓	✓	✓	✓
Task Leaders												
Cheryl Wapnick Propst Covered Activities Task Leader	■	Author	Atkins	18	MS	FL	✓	✓	✓	✓	✓	✓
Dale Sparks, Ph.D. Covered Species Task Leader	■	Author, Review	ESI	20	PhD	OH	✓	✓	✓	✓	✓	✓
Natasha Brown Covered Area Task Leader	■	Author	ESI		PhD	OH	✓	✓	✓	✓	✓	✓
Wendy Jensen, Ph.D. HCP Implementation Task Leader	■	Author	ESI	20	PhD	NY	✓	✓	✓	✓	✓	✓
Covered Species Experts												
Daniel Judy Small Mammals/Terrestrial Reptiles	■	Author	ESI	13	MS	FL	✓	✓	✓	✓	✓	✓
David Loy Marine Mammals/Amphibians	■	Author	Atkins	15	MS	FL	✓	✓	✓	✓	✓	✓
Tim M. Mann Avian Species	■	Author	Atkins	15	MS	FL	✓	✓	✓	✓	✓	✓
Michael DeMell Wetlands/Vegetation	■	Author	Terracon	30	BS	FL	✓	✓	✓	✓	✓	✓
Technical Support Staff												
Aaron Boone Ornithologist		Support	ESI	16	MS	TX	✓	✓	✓	✓	✓	✓
Shaun Kline Coastal Resources		Support	ESI	13	PhD, PE	FL	✓	✓	✓	✓	✓	✓
Doug Gilbert Migratory Birds		Support	ESI	8	BS	OH	✓	✓	✓	✓	✓	✓
Nick Gikas Ecologist		Support	ESI	8	MS	FL	✓	✓	✓	✓	✓	✓
Patrick Bates Permitting		Support	Atkins	19	BS	FL	✓	✓	✓	✓	✓	✓
Michael Ray Restoration		Support	Atkins	18	BS	FL	✓	✓	✓	✓	✓	✓
Ryan Fowler Ecologist		Support	Atkins	15	BS	FL	✓	✓	✓	✓	✓	✓
Amanda K. Glaze		Support	Atkins	6	BS	FL	✓	✓	✓	✓	✓	✓

Name, Role	Key Staff	Authorship Role	Firm	Years of Experience	Education	Office Location	ESA Compliance / Take	Environmental Assessment	Complex Projects	Coastal Resources	Local, State, Federal Clients	Multiple Stakeholders
Ecologist												
Billy Pratsch Ecologist		Support	Atkins	6	MS	FL	✓	✓	✓	✓	✓	✓
Cody Sparaco Water Quality		Support	Terracon	4	BS	FL	✓	✓	✓	✓	✓	✓

3.2.2 Project Team Biographies

The following sections include biographies for Key Staff.

Leadership Team

A seasoned leadership team with the knowledge and problem-solving approach to ensure that HCP tasks are completed on time and within budget is proposed for the Amelia Island Beach HCP. Their records of accomplishment speak to their abilities and unique qualifications. Staff are dedicated to assist COFB, state agencies, and the USFWS for the duration of the project, ensuring continuity of the Team and providing familiar faces.

Leo Lentsch – Project Director / Senior Manager



Role: As Project Director / Senior Manager, Leo Lentsch is responsible for the quality of all work performed by the Team under this contract, including meeting schedule and budget goals. He serves as primary point

of contact for the Team. As a Vice President at ESI, Leo has authority to make commitments on behalf of the company and to ensure staff identified in this proposal are available to perform the work and have all the resources required to prepare the highest-quality work products. Leo ensures all ESI quality assurance and quality control (QA/QC), conflict of interest, confidential business information and sensitive data programs and systems are implemented in an appropriate manner. Leo also provides strategic guidance for the project. He attends meetings and is available at any time to address project concerns. He reviews and signs off on all deliverables.

Highlights

- ✓ 35 years of experience as a conservation biologist
- ✓ 40+ regional conservation plans
- ✓ National expert on ESA compliance procedures
- ✓ 13 years as state agency biologist and statewide program coordinator
- ✓ 4 years as USFWS employee
- ✓ NCTC Instructor
- ✓ Multiple coastal HCPs
- ✓ Sea turtle, avian, reptile, amphibian, marine mammal, small mammal, and vegetation experience

Qualifications: Leo has over 35 years of experience as a program/project manager working on complex and controversial environmental issues. His extensive management experience includes resource (aquatic and terrestrial) conservation planning, ecological studies, habitat assessments, species status assessments, distribution studies, endangered species recovery planning, recovery/restoration implementation, and ESA compliance (Sections 4, 7, and 10). He is a nationally recognized expert in his field and served on multiple advisory teams associated with species and biodiversity conservation. Throughout his career, Leo focused on using sound scientific approaches to enhance native species conservation efforts while mediating issues associated with commodity and resource use practices.

Leo's technical experience includes directing and managing complex conservation biology studies. These efforts resulted in over 50 technical reports/publications. In addition to his technical abilities, he is a skilled mediator and manager. He completed more than 30 large-scale projects as the principal investigator or project manager. He prepared HCP, Section 7 BAs, species recovery plans, NEPA compliance documents, and other conservation planning documents. In doing so, he developed many proactive approaches for resolving resource management conflicts. While working for the State of Utah, Leo gained a national reputation for his ability to resolve conflicts, work closely with surrounding states and jurisdictions, and address contentious issues surrounding species conservation and ESA compliance. He brings those skills to every project.

Lisa Mash – Deputy Manager / Facilitator



Role: As Deputy Manager and Facilitator, Lisa assists Leo with many of the day-to-day project management activities. She attends and facilitates all HCP meetings, prepares the bi-weekly status reports and is available on a regularly scheduled or as-needed basis. Lisa coordinates with task leaders and ensures the HCP document is well-organized, clear, and in compliance with USFWS guidance.

Highlights

- ✓ 20 years of experience as an environmental professional
- ✓ Senior Project Manager
- ✓ Skilled facilitator
- ✓ Extensive ESA compliance experience
- ✓ Multiple HCPs
- ✓ Charleston, SC Office

Qualifications: Lisa has over 20 years of professional experience in the environmental consulting industry specializing in NEPA compliance; ESA Section 7 and 10 consultation; and environmental permitting support, including third-party contractor services for USACE, USFWS, and Federal Energy Regulatory Commission (FERC). As a senior project manager, Lisa has had full responsibility for the successful completion of services in support of Environmental Impact Statements (EISs), HCPs, and BAs, including oversight of complex project teams, work product development; coordination with lead agencies at the federal, state, and local level; and overall management of the NEPA and ESA consultation processes.

Lisa's experience includes work in resource conservation planning and management and habitat assessments and permitting for the construction and operation of natural gas and petroleum pipelines and storage facilities, beach nourishment and coastal restoration projects, marine terminals, power lines, water transmission and distribution facilities, transportation projects, and master plan activities. She assists numerous clients with endangered species and land use planning issues and associated regulatory permitting processes at the federal, state, and local level. She also participates in biological monitoring programs throughout the U.S. Her expertise includes coordinating outreach to diverse and often contentious stakeholders, educating the public about complex and sensitive issues, and translating complex technical information into public-friendly outreach materials.

Samantha Cooke – Project Coordinator



Role: Samantha assists Leo, Lisa, and task leaders with project management duties by ensuring appropriate lines of communication are functioning, project materials are available to all participants, and providing

Highlights

- ✓ 5 years of experience as an environmental professional
- ✓ Skilled project coordinator
- ✓ Effective communicator
- ✓ ESA compliance experience
- ✓ Production oversight

technical support for HCP development. Additionally, she coordinates production of deliverables associated with this effort.

Qualifications: Samantha is an environmental biologist and NEPA specialist. Her experience includes leading ecological surveys and preparing environmental documents in compliance with NEPA and multiple other federal and state policies. Samantha's expertise includes permit acquisition planning; development of restoration and preserve management plans; and analysis and preparation of EISs, BAs, HCPs, and Essential Fish Habitat (EFH) assessments.

Tom Magnuson – Senior Advisor USFWS Policies and Procedures / Quality Assurance



Role: Tom provides guidance and direction to the leadership team and task leaders on the appropriate way to incorporate the most recent policies and procedures into the HCP development process.

Highlights

- ✓ 30 years of experience as a USFWS employee
- ✓ Regional HCP Coordinator
- ✓ USFWS HCP Handbook Author
- ✓ Extensive ESA compliance experience
- ✓ Multiple HCPs

Additionally, he reviews HCP products and deliverables to ensure quality. Holding an MBA, Tom also brings a unique financial perspective facilitating the costing elements of the HCP development process.

Qualifications: Tom comes to ESI after a distinguished 30-year career with the USFWS. Prior to his retirement in 2017, he served 10+ years as the HCP Coordinator for USFWS Region 3. As HCP Coordinator, he oversaw development and

implementation of HCPs, Safe Harbor Agreements, and Candidate Conservation Agreements for states, non-governmental organizations, and diverse business interests; issued ESA permits; and administered six federal grant programs. Experience gained in this role was used to co-author the USFWS revised Habitat Conservation Planning and Incidental Take Permit Processing Handbook (USFWS and NOAA 2016), used by USFWS and National Marine Fisheries Service (NMFS), applicants, consultants, and the courts to guide development and implementation of HCPs and ITPs under section 10 of the ESA. Tom served as primary author for Chapter 4 - Communicating and Coordinating (i.e., stakeholder involvement) and Chapter 12 - Net Effects.

Al Pfister – Senior Advisor USFWS Policies and Procedures / Quality Assurance



Role: Al provides guidance and direction to the leadership team and task leaders on the appropriate way to incorporate the most recent policies and procedures into the HCP development process.

Highlights

- ✓ 37 years of experience
- ✓ USFWS Field Office Supervisor
- ✓ USFWS HCP Instructor
- ✓ Signatory on 350 BAs
- ✓ 2000 Informal ESA Consultations
- ✓ Multiple HCPs

Additionally, he reviews HCP products and deliverables to ensure the highest quality.

Qualifications: Al is a Certified Wildlife Biologist with 37 years of experience working with federal and state agencies and local governments to balance endangered and sensitive species needs with the needs of society. His experience includes 19 years with the USFWS in various capacities including Regional HCP Coordinator. He contributed to the development, issuance, and implementation of more than 15 HCPs under Section 10 of the ESA ranging in size from 80 to 890,000 acres and addressing various interests including county and city governments, state parks, water and infrastructure needs, residential and commercial development, and recreation. Al's experience also includes serving as USFWS NCTC Instructor for Habitat Conservation Planning for Endangered Species taught in Shepherdstown, West Virginia; Denver, Colorado; and Honolulu, Hawaii.

Al's career with USFWS also comprised contribution to the development, issuance, and implementation of four wetland mitigation banks and two Candidate Conservation Agreements with Assurances. He supervised USFWS involvement in development, implementation, and/or revision of six U.S. Forest Service (USFS) land use and activity plans, 10 Bureau of Land Management resource management plans, and several National Park Service land use plans. He was also USFWS signatory on over 350 Biological Opinions and over 2,000 informal consultations under Section 7 for a multitude of fish, wildlife, plant, and invertebrate species issues. All activities were conducted to ensure appropriate coordination and compliance with the ESA, NEPA, CWA, Bald and Golden Eagle Act, and Migratory Bird Treaty Act.

Don Deis – Senior Advisor – Florida Beach Management and Local Resources



Role: Don provides guidance and direction to the leadership team and task leaders on the appropriate way to incorporate information on local beach and coastal resource along with local development activities into the HCP development process. Additionally, he reviews HCP products and deliverables to ensure the highest quality.

Highlights

- ✓ 40 years of experience
- ✓ Coastal resource expert
- ✓ Hundreds of reports
- ✓ Florida beach restoration
- ✓ Amelia Island experience
- ✓ Resource modeling
- ✓ Adaptive management
- ✓ Jacksonville, FL Office

Qualifications: Don has 40 years of experience in the environmental science field as a consultant to industry and government. Based in Jacksonville, Florida, his areas of interest include environmental evaluation, assessment, and monitoring of marine, estuarine, and coastal projects; restoration of estuarine and marine ecosystems; and environmental rules and regulation. Don has both domestic and international experience developing Environmental Assessments (EAs) and EISs. His experience includes evaluation (modeling) and assessment (monitoring) of restoration projects. and with Florida Coastal and Beach Resources. For example, he currently serves as Lead Scientist for the FDEP in Tallahassee, Florida and lead on the identification and restoration of propeller-scar damaged areas in seagrasses in St. Joseph Bay, Alligator Harbor, and St. Andrews Bay Aquatic Preserves. In addition, he was the Project Manager/Lead Scientist on studies associated with Egans Creek restoration plan on Amelia Island for the Florida Department of Transportation (DOT). Studies included: characterization of habitats, soil salinity measurements, oversight on installation and maintenance of water quality data stations, and development of adaptive management plan for Egans Creek Greenway restoration. He presented concepts at public meetings, managed peer review and value engineering process, and oversaw the final design and implementation. Don also authors and coauthors hundreds of technical reports, publishes articles, and presents at conferences in his areas of interest.

Rhodes Robinson – Senior Advisor – Florida Beach Resources



Role: Rhodes provides guidance and direction to the leadership team and task leaders on the appropriate way to incorporate information on Florida coastal resource along with local development activities into the HCP development process. Additionally, he reviews HCP products and deliverables to ensure the highest quality.

Highlights

- ✓ 40 years of experience
- ✓ Environmental quality control expert
- ✓ Wetland expert
- ✓ Hundreds of reports
- ✓ Florida Resource Expert
- ✓ Resource inventories
- ✓ Master planning
- ✓ Adaptive management
- ✓ Jacksonville, FL Office

Qualifications: Rhodes provides corporate quality control supervision, project management, and technical support for all company resource analysis projects at Terracon. Rhodes is particularly experienced in wetlands and endangered species ecology. He prepares text for numerous projects, and his responsibilities extend into literature review and synthesis, biotic community mapping, aerial photograph interpretation, editing, and public agency contacts. He performs field and writing tasks and serves in various leadership roles for numerous impact assessments of airport, highway, commercial, and residential development; evaluation and mitigation of impacts of various activities in wetland areas; natural resource inventory; projects as large as 125,000 acres; time-critical field water quality surveys; analysis of water quality data; environmental impact assessment of operation of military installations; master planning for water resources projects; environmental assessment for major industrial development; wetland mitigation banks in Florida, Georgia, South Carolina, and North Carolina; hazardous and toxic materials audits; and analysis for numerous Developments of Regional Impact in Florida.

Task Leaders

Task Leaders comprise a dedicated team of individuals with a proven record of accomplishment on complex and challenging HCPs and understanding of the unique requirements of the Amelia Island Beach HCP. The following staff were selected to apply their knowledge and expertise to specific challenges of this effort and successfully complete project tasks on time and within budget.

Cheryl Wapnick Propst, MS, CSE – Covered Activities Task Leader



Qualifications: Cheryl has an 18-year environmental sciences background focusing on the development and QA/QC of NEPA compliance documents, water quality analysis, and marine habitat monitoring and restoration. She manages interdisciplinary teams in the preparation of EISs and EAs and provides coordination with lead and support agencies, oversight of agency consultations, management of subcontractors and consultants, budgeting,

scheduling, and overall management of tasks and deliverables. In addition to her role as an EIS project manager, Cheryl she serves as deputy project manager, project quality manager, technical lead, and independent reviewer on NEPA and restoration projects.

Dr. Dale Sparks - Covered Species Task Leader



Qualifications: Dale is a Certified Wildlife Biologist and a Certified Senior Ecologist involved in a variety of regulatory compliance efforts in terrestrial ecology encompassing herpetology, ornithology, and mammalogy. He is versed in interactions between multiple and intertwining levels of compliance and how those fit under the NEPA umbrella. He manages ESA and related NEPA compliance efforts that range in size from large, programmatic plans to one-time local developments. His experience includes drafting Biological Evaluations (BEs), BAs, HCPs, and EISs for projects in the energy, transportation,

forest products, and real estate industries across multiple states. In many respects, he bridges the gap between more traditional wildlife biologists and ecological modelers. He champions the use of mathematical techniques to develop distribution models that assess distribution and density of species within an area and uses these data to extrapolate impacts at three regulatory scales: direct, indirect, and cumulative. Dale has an innate ability to take complex data and make connections important for understanding potential effects as well as the value of conservation measures.

Dr. Natasha Brown – Covered Area Task Leader



Qualifications: Natasha is a population ecologist whose work explores the mechanisms influencing wildlife populations and community dynamics. She applies innovative ecological modeling techniques to understand and predict changes in species richness and abundance. These models can then be used to understand a variety of project-level impacts. For example, she was closely involved in development of models used to predict the distribution of covered activities on a landscape while also estimating the distribution of species. These models were used to estimate the impacts of forest-management practices on bats and their habitat for the Pennsylvania, Lake States, and Missouri Bats and Forestry HCPs. Natasha's experience includes a wide variety of field techniques used for studies involving mammals, birds, Lepidoptera, trees, snakes, turtles, and aquatic and terrestrial herbaceous vegetation.

Dr. Wendy Jensen – HCP Implementation Task Lead



Qualifications: Wendy is a Certified Wildlife Biologist with 25 years of experience in regulatory and research capacities involving protected species and wildlife including both terrestrial and aquatic species with a focus on ornithology and neotropical avian communities. She manages various regulatory compliance and conservation projects throughout the U.S. with an emphasis on large complex projects mainly supporting the energy industry. This includes work with clients from both the private sector and state/federal regulating agencies such as FERC and USFWS. as a 3rd Party contractor for EISs. She has experience with strategic planning and execution of plans for navigating protected species regulation and law including species assessments, surveys, and associated consultations with USFWS, NMFS, and state-agencies. This includes preparation of BAs under Section 7 of the ESA and HCPs under Section 10, as well as conservation plans for migratory birds, eagles, and marine mammals and EFH assessments.

Covered Species Experts

Covered Species Experts support development of the HCP document by providing information to the Covered Species Task Leader on baseline conditions, potential effect, and conservation strategy for each species covered in the Amelia Island Beach HCP.

Daniel Judy – Small mammals and Terrestrial Reptiles

Qualifications: Dan is a Certified Wildlife Biologist, Certified Ecologist, and ESI's South & West Regional Manager. With over 13 years of experience, he oversees execution

and completion of ecological and environmental consulting projects, frequently serving as project manager for environmental assessments, permitting, threatened and endangered species surveys, wetland delineations, and hydrological/water quality monitoring for a variety of industries. He is experienced with regulatory document preparation, such as BAs and BEs, as well as FERC processes and requirements. Dan authors technical reports and has published peer-reviewed journal articles.



David Loy – Marine Mammals and Amphibians



Qualifications: David has 15 years of experience providing environmental permitting, ecological restoration, and threatened and endangered species consulting services for a variety of projects throughout Florida. His extensive experience includes conducting listed species surveys, EFH assessments, and Section 7 consultation and direct coordination with both USFWS and FWC for species including but not limited to West Indian manatee, wood stork, sea turtles, eastern indigo snake, and flatwoods salamander.

Tim Mann – Avian Species



Qualifications: Tim has 15 years of experience in wetland science and management and wildlife ecology, including data collection, field work, and analysis of wetland, wildlife, and water quality data. His duties include bird, anuran, chiropteran, and other animal surveys; threatened and endangered species surveys; vegetation identification; soil surveys; surface and ground water monitoring, including the installation of monitoring wells; wetland delineation and monitoring; benthic sampling; data analysis; report writing; and GIS mapping and analysis. He has substantial experience identifying terrestrial vertebrates, including over 40 years of bird identification.

Michael DeMell – Wetlands and Vegetation



Qualifications: Michael is a Marine Biologist with over 30 years of experience in the environmental consulting field. The diversity of project experience gained over the years affords Michael the ability to understand the entire project, predict project needs, and assemble the appropriate team for success. His experience includes environmental permitting, environmental assessment, and general environmental consulting, particularly in the Coastal Plain of Georgia and South Carolina. His expertise includes coordinating with federal, state, and local regulators for all aspects of site development and permitting, conducting and coordinating field studies, analyzing soil horizons regarding hydric soil conditions, site specific wetland delineations, and preparing technical project documentation for prospective clients and agencies. These skills are pivotal to everyday client/project team coordination and project success. Michael is one of less

than 100 people nationwide to be provisionally certified by the USACE Jacksonville District Wetland Delineator Certification Program.

3.2.3 Workload and Capacity

Each staff member proposed for this effort is committed to successful delivery of a high-quality HCP within the allotted schedule. If additional resources are required to perform supporting tasks for the HCP; the Team has numerous qualified management and technical staff available to aid on this effort. ESI staff numbers approximately 80 with over 50 biologists and planners. If needed, Atkins and Terracon have hundreds of employees that can provide additional support.

3.3 Project Performance

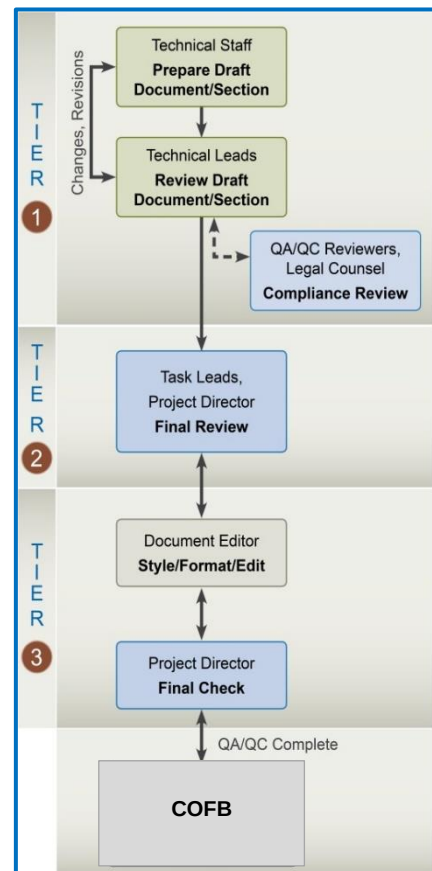
Project performance is one of the most important factors to the Team. We have put in place multiple processes, ensuring our performance meets and/or exceeds COFB expectations.

3.3.1 Quality Assurance/Quality Control and Technical Procedures

Our QA/QC process starts with our corporate mission statement and includes a management plan that describes our quality policies and procedures; criteria for and areas of application; and roles, responsibilities and authorities. The QA/QC procedures may be viewed as the backbone that forms the basis on which our business and individual projects are conducted. Our QA/QC program resulted in the successful delivery of numerous projects and exceeded quality expectations of our clients as demonstrated by our record of performance.

For this project, our standard QA/QC program is tailored to directly respond to COFB expectations and internal process using mutually agreed-upon objectives. Figure 3 illustrates the foundation for the Team's QA/QC program on this contract. Modifications are implemented as needed to reflect changing needs or requirements. The QA/QC program generally consists of three tiers — technical team review, management review, and production/delivery review. The QA/QC program is applied to a variety of services and deliverables, as listed below. Each step in the process includes documentation of the comments, response to comments, and sign off by the appropriate reviewer.

Figure 3. Three-tiered QA/QC process.



Tier 1

Technical document review. To ensure scientific accuracy and completeness, senior technical experts conduct peer reviews of all technical documents before submittal to the task order manager for review and approval. Prior to publication, documents are reviewed by a technical writer/editor to ensure analytical information in the document is presented in a readable format, is understandable to the general public, and is presented in a clear and informative writing style.

Regulatory process/permitting review. Regulatory compliance experts review documents to ensure all content and procedural requirements and guidelines are met and are legally defensible according to case law. QA/QC also includes review of permit applications and supporting analyses and documents.

Tier 2

During Tier 2 Task Leaders, the Project Manager, and finally the Project Director review the product.

Tier 3

Tier 3 includes review of the document by a technical editor followed by a final check and approval of the document for distribution to the client. The Project Director provides final approval for distribution to COFB and USFWS.

3.3.2 Project Controls

ESI has developed project control procedures to assist with project performance. Like the Quality Control process, procedures ensure overall project performance.

Cost Control and Scheduling

ESI recognizes adherence to project budgets and schedules are critical to meeting the needs of this project. ESI has proven project management and quality control systems in place to ensure quality deliverables and services within the schedule and budget. We use Deltek Vision, a customized accounting system that accurately allocates costs and provides real-time project management information by project task. The system is a flexible database with robust reporting functions that support suite of standard and custom-designed reports. Weekly financial updates are available through the online system to project managers for each contract, task, and subtask. Upon contract execution, period of performance, budget, and hourly allocations for each staff member and subcontractor by task for the contract are set up in the Deltek system.

As Project Director, Leo Lentsch communicates budgets and allocated hours to each staff member assigned to the project. He is responsible for tracking and maintaining the budget, tracking level of effort and costs incurred on a weekly basis through ESI's online system. For a cost-sensitive project such as this one, the ESI system provides cost tracking data against a deliverable/milestone schedule for each task and the information is used to prepare the monthly budget report for COFB. Our system is designed to effectively provide multiple controls on project budgets and schedules. On a monthly basis, financial administrative staff prepare a budget summary and invoice,

which Leo reviews and approves. He also prepares a progress report to accompany these documents in our submittal to COFB.

Leo closely monitors the progress of the project in relation to the schedule, assures deadlines are met successfully, and responds to changes in events as they are encountered. Once the contract is awarded, Leo ensures the schedule is regularly updated. The schedule includes important milestones, such as dates of task initiation and completion, as well as due dates of major deliverables.

Project schedule and budget control occur in a hierarchical, two-step process. The first step includes a critical understanding of the scope of work required to successfully complete the project and a concomitant ability to accurately budget, in terms of time and money, for the cost-effective completion of the identified scope of work. Cost overruns, and project delays primarily result from a poor or unrealistic understanding of the required project scope and time and costs to complete. Prior experience in HCP development provides ESI with not only the ability to appropriately scope and budget HCP document preparation, but also to provide meaningful guidance on anticipated estimates of subsequent costs and funding needs to complete the ITP process. Once an appropriate budget and schedule are established, cost and schedule control require hands-on participation of the project director, team leads, and project staff.

Costs are tracked through the project management accounting system and scheduling software is routinely used to manage task and schedule performance. Our project management accounting system provides weekly tracking for all labor and other project costs by individual and item attributed to each task of each project. Weekly tracking allows for rapid review and cost-tracking by our staff. ESI has successfully used this system for similar types of projects for many other clients. ESI also uses project management systems and a critical path-scheduling programs such as Microsoft Project® to track and control the schedule of each significant activity. The system is an integrated cost accounting and project management program designed to rapidly and accurately track a project's status.

Costs accrued are entered into the accounting system each Monday in the form of labor hours from timesheets, invoices from subcontractors, and expenses from expense reports. The information is accounted for in the system by task for each phase of the project. Following entry, budget data are available to project managers and staff in real time on a task-by-task basis and include the following:

- Weekly expenditures;
- Expenditures to date;
- Hours charged by individual; and
- Itemized accounting of subcontractors and other direct charges.

Using the project management system, the project director and task leads can quickly monitor performance of any task for the preceding week and efficiently and cost-effectively track the performance and budget status of all work assignments.

Contractual Changes and Amendments

Our experience preparing HCP and NEPA documents of all sizes and complexity allows us to accurately estimate anticipated scope, schedule, and cost when bidding on a project. However, during the course of a project a variety of items can affect scope, schedule, and cost including changes in regulations and policy, additional effort in response to public and cooperating agency input, changes in project descriptions, and other items. The Team will make every effort to maintain scope, schedule, and budget, but we understand the importance of implementing a clear and agreed upon process for dealing with unanticipated changes in project scope, schedule, and cost, if they do arise. We propose the following approach to identify and address requested changes in project scope, schedule, and budget.

Step 1 – Propose Change: As soon as a change in scope is identified or requested, ESI fills out columns 1-5 in the change management matrix (Table 3), identifying the proposed change in scope and the justification. ESI sends the change management matrix to COFB's project manager to review the proposed change in scope and justification.

Step 2 – Review of Change: COFB's project manager reviews the proposed scope and justification and provides revisions or approval to ESI. ESI documents COFB approval in column 7 of the change management matrix.

Step 3 – Determination of Approval: Depending on the level of effort, cost, and other factors, COFB determines if the change in scope can be approved via email or if a formal contract modification is required.

Step 4 – Documentation of Approval if Modification is not Required: If a formal contract modification is not required, ESI documents COFB approval of the change in scope and cost in column 7 of the change management matrix

Step 5 – Preparation of Contract Modification: If a formal contract modification is required, ESI prepares a detailed Statement of Work (SOW) for COFB review and approval to ensure the effort is consistent with expectations.

Step 6 – Clarify Implications: COFB provides revisions or approval of the formal SOW for the modification.

Step 7 – Approval of Modification: Upon COFB approval of the SOW for the modification, ESI transmits the SOW, the change management matrix, and a detailed cost estimate to COFB for review and approval. Upon approval, COFB supplies ESI with a modification for signature and ESI and COFB incorporate the modification into the contract.

Table 3. Change management matrix.

1	2	3	4	5	6	7
Reference # ¹	Requirement ²	Baseline ³	Change	Justification	Cost and Schedule Implications	Change Approval ⁴

¹ Reference # – Refers to the SOW task or other unique identifying feature of the proposed change.

² Requirement – Refers to the requisite condition as described (or not) in the contract, SOW, or other feature identified under Reference #.

³ Baseline – Refers to the existing performance condition prior to implementing the proposed change.

⁴ Change Approval – Documents the date and authorized approval of the proposed change by members of the Change Control Board.

4.0 Proposed Workplan

4.1 Phase 1: Preliminary Project Planning

The Team believes an early understanding of the following HCP elements is critical to a timely submission of an HCP application to USFWS in anticipation of receipt of an ITP under section 10 of the ESA, as amended. Critical actions/decisions include the following:

- Establish HCP Development Guidance
- Identify key stakeholders
- Formation of a Steering Committee
- Identify potential Covered Activities and Covered Species
- Determine potential scope of the HCP
- Identify potential funding to implement the HCP

4.1.1 Establish Guidance for HCP Development

Every HCP project requires clear purpose and expectations, established principles and values, and defined roles and responsibilities. Guidance is developed early in the HCP process and describes important aspects of the HCP project. Once approved by COFB, guidance becomes the basis for the work. Additionally, discussing guidance as part of a project start-up meeting is recommended. Guidance provides answers to the following questions:

- Why is COFB developing an HCP?
- What are the potential benefits of an HCP to COFB, the species, and the public?

- What work is needed to complete the HCP on time and within budget?
- Who is on the planning team and what are their individual roles and responsibilities?
- Who are the project managers for COFB, USFWS, and consultants, and how do they ensure close contact among those actively involved in the HCP project, for the purpose of developing and maintaining productive relationships, so that the HCP project meets expectations?
- Who are the decision makers for COFB and USFWS?
- How does key staff within COFB and USFWS ensure effective communication with one-another?
- Who comprises the Steering Committee and how will it operate?
- Who are key stakeholders?
- How are disputes resolved?
- How are changes in scope addressed?

4.1.2 Identify Stakeholders

Stakeholders are individuals and groups affected by, or who can affect the outcome of, the HCP project. They are also people with potential interest in the HCP simply for intellectual, academic, or political reasons, even though they are not affected by it. While most stakeholders are satisfied with opportunities to learn about the HCP through traditional means, others, such as those with specific interests and motivations, need additional opportunities for involvement. And while stakeholder interests in the HCP vary, the more an individual or group stands to benefit or lose, the stronger their interest is going to be. Therefore, focusing attention and limited resources on key stakeholders increase the likelihood of the HCP project's success. Key stakeholders include individuals and groups directly affected by development and implementation of the HCP, either positively or negatively, within USFWS, COFB, county, and state, and certain federal agencies wishing to formally cooperate on the HCP and/or USFWS NEPA compliance document. Key stakeholders potentially include individuals or groups with an interest in HCPs, endangered species, and the environment such as certain conservation organizations and individual members, landowners and municipalities, industry groups and trade associations. While most individuals and groups are satisfied with opportunities to simply learn about the HCP project, some potentially require additional opportunities for involvement. To ensure stakeholder satisfaction with the HCP, COFB should:

- Foster an understanding and appreciation among stakeholders of the purpose and need for developing the HCP, and important issues addressed through conservation planning.

- Outcome: Key stakeholders understand and appreciate COFB's purpose and need for developing the HCP.
- Establish understanding among stakeholders that the approach is reasonable, sensible, and responsible.
 - Outcome: Stakeholders understand the role of COFB and responsibilities of USFWS in the HCP development process.
- Demonstrate care and responsiveness to all stakeholder issues and concerns.
 - Outcome: Stakeholders feel satisfied with the communication and involvement opportunities COFB provided to them.

4.1.3 Formation of Steering Committee

Steering Committees are commonly used in HCP projects to provide strategic direction to applicants and support to the project manager. Typically, members are not active participants in the HCP project, but have a vested interest in the delivery and outcome of the HCP. Steering Committee chairs should have the authority or empowerment to make decisions as necessary for the best interest of the applicant and the HCP project.

The Steering Committee is collectively responsible for providing direction (e.g., Covered Activities, Covered Area, Covered Species determinations) the Team will pursue in compilation and completion of the HCP.

The Steering Committee, chaired by COFB, comprises appropriate representatives of the key partners and stakeholders affected through eventual implementation of the HCP upon issuance of the ITP. An optimal Steering Committee includes representatives from COFB, Nassau County, Amelia Island Sea Turtle Watch, Florida Game and Fish Commission, USFWS, and representatives from the development and recreation communities (assuming these two user groups are the primary entities affected by future HCP implementation), and other key stakeholders identified by COFB. The Steering Committee's final composition depends upon the Covered Activities and Covered Area (Plan area and/or Lands covered by the ITP). Additions and /or deletions to the Steering Committee may be necessary as the HCP application package is compiled and completed (e.g., if Covered Activities and/or Covered Area change).

4.1.4 Identify Potential Covered Activities and Covered Species

Covered Activities are "activities that a permittee will conduct for which take is authorized in an ESA Section 10 permit" (USFWS/NMFS Handbook G-8). Covered Species are "species for which incidental take is authorized in an ITP and is adequately covered in a habitat conservation plan" (USFWS/NMFS Handbook at G-8). Covered Species also includes unlisted species adequately covered in an HCP as though listed and included due to the likelihood of being listed under the ESA in the future. USFWS

regulations do not limit the type and extent of activities an HCP can cover, so long as the activity(s) meet the following eligibility criteria:

- Otherwise lawful - activities carried out in compliance with other federal laws;
- Non-federal - not funded, authorized, or carried out by a federal agency; and
- Under the direct control of the permittee - those activities that the permittee controls through jurisdictional authority, employment, contracts, leases, or land ownership.

Determining activities and species to include in the HCP in the early stage of development is essential to timely completion of an ITP application package including but not limited to:

- Identifying activities that COFB regulates and/or manages that may affect ESA-listed species or other species to be covered under the HCP/ITP;
- Performing a work-breakdown structure on activities to understand component parts;
- Analyzing geospatial and temporal aspects of activities;
- Determining whether any ESA-listed species, or other species intended to be covered, or their habitats are known to occur in areas affected by such activities;
- If so, determining whether the ESA-listed species, or other species intended to be covered, would be exposed to stressors caused by the activities; and
- If so, determine whether the listed species, or other species intended to be covered, biological response to that exposure corresponds to the statutory and regulatory definition of harm under the ESA.

Collaborating with key stakeholders (including USFWS) during the process often fosters an understanding of the rationale for inclusion of Covered Activities in the HCP and in-turn reduces or eliminates debates later in the HCP process.

4.1.5 Determine the Potential Scope of the HCP/ITP

The ESA and regulations governing HCPs and ITPs allow substantial flexibility in accommodating the needs of applicants while providing a comprehensive set of tools to address conservation planning at multiple spatial and temporal scales involving one or more jurisdictions.

The Team recommends developing an HCP that allows COFB to extend “take” coverage under the ITP to entities under their jurisdiction via a local regulatory instrument (i.e., permit and/or certificate of inclusion). USFWS regulations at 50 CFR 13.25(d) allow persons under the “direct control” of a permittee to perform activities authorized by an ITP without on-site supervision by the permittee.

In addition, COFB should ensure that formal consultation on the HCP/ITP satisfies section 7(a)(2) requirements for federal agencies that authorize (through federal permits) Covered Activities in COFB's HCP that may affect HCP Covered Species. The Team recommends developing the HCP to include federal permitting actions required by entities such as USACE when HCP Covered Activities occur on land under their jurisdiction. Such an approach potentially minimizes the need for future Section 7(a)(2) consultations when HCP Covered Activities occur on federal land or require federal authorization (through federal permits). The approach is supported by USFWS policy guidance and discussed in the Section 7 Handbook and the USFWS/NMFS HCP Handbook and is supported by several federal Executive Orders, Memorandums, and recent Memorandums of Understanding.

Many ESA-listed species in the State of Florida are also state-listed species with similar prohibitions to unlawful take. Some state-listed species have well-developed conservation programs, such as sea turtles. While Florida has procedures to authorize take of state-listed species, it is unknown at this time whether the state would accept an ESA section 10 HCP/ITP in lieu of their own requirements. Regardless, the Team facilitates effective communication and coordination between the applicant and the state to identify opportunities to streamline state and federal environmental compliance obligations for COFB.

Depending on the exact nature of COFB's HCP and Permit Structure, the HCP Plan Area would include all or some of the beaches within the limits of COFB, and unincorporated areas of Nassau County. HCP Permit Areas include those areas within the HCP Plan Area where incidental take authorization is requested. Depending on the Permit Structure, HCP Permit Areas are potentially the same as the HCP Plan Area, or a subset of the HCP Plan Area, if incidental take only occurs in certain parts of the HCP Plan Area. Determining the exact locations of HCP Permit Areas is an iterative process intertwined with other components of the HCP, such as Covered Activities, Covered Species, and mitigation locations.

In terms of what ITP duration COFB should request, regulations for ITPs state their duration should be set for a period long enough to ensure COFB has adequate assurances to commit funding for the HCP, including conservation activities and land use restrictions. USFWS recommends applicants consider:

- Duration of Covered Activities;
- Whether available information is sufficient to develop a conservation program and determine effects to Covered Species over the proposed permit duration;
- The likelihood the conservation plan enhances habitat and increases long-term survivability of Covered Species [see 50 CFR 17.22 and 17.32(b)(4)];

- How well the monitoring and adaptive management program addresses risk and uncertainty; and
- Whether the funding strategy for the conservation program is sufficient for the proposed duration of the permit (USFWS/NMFS HCP Handbook 2016).

4.1.6 Identify Alternatives to Take

Section 10(a)(2)(A)(iii) of ESA also requires applicants to analyze “alternative actions to such taking that the applicant considered and the reasons why such alternatives are not being utilized.” In other words, applicants must determine whether their activities can be modified to ensure implementation does not result in incidental take of the ESA-listed species. For example, could COFB commit to not implementing certain activities in areas where a species or its habitat is known to be present, or commit to incorporating set-backs or time-of-year restrictions?

4.1.7 Identify Funding to Implement the HCP

Section 10(a)(2)(A) of the ESA provides “the applicant therefore submits to the Secretary a conservation plan that specifies... (ii)... the funding that will be available to implement such steps”. Section 10(a)(2)(B)(iii) states “the applicant will ensure that adequate funding for the plan will be provided.” USFWS regulations at 50 CFR 17.22 and 17.32 reflect this language and the HCP Handbook underscores the need for applicants to identify and ensure funding for HCPs is available, including changed circumstances and other measures as required. While funding for the HCP can come from multiple sources, all funding for implementation must be assured. To obtain such funding, COFB may collect fees from developers who use the incidental take exceptions in the requested ITP, seek a voter-approved bond measure, or levy a special tax, assessment, or fee. Regardless of the source, applicants must document all anticipated costs to implement the HCP, including, but not limited to, up-front costs (e.g., hiring a coordinator, monitoring), one-time capital costs (e.g., purchasing land for mitigation), on-going operational costs (e.g., staff salaries, consultants, equipment), and costs potentially arising due to changed circumstances (e.g., mitigation site damaged).

4.2 Proposed Workplan

This section describes work activities implemented under the approved contract. In general, the Team rapidly assimilates best available commercial and scientific information relative to the Plan Area, Covered Activities, Covered Species, and Conservation Measures, and determines the need for any additional information relative to developing a scientifically sound HCP within the timeframe desired by COFB.

4.2.1 Meetings, Coordination, and Other Support

The Team firmly believes frequent and effective communication to and among COFB, the Steering Committee, USFWS, and stakeholders is vital to efficient completion of the HCP application package and proposes to divide communication efforts into two major categories: 1) Project Operations Coordination and 2) Strategic Advice and Planning. It is important to note coordination sometimes requires working directly with

COFB (applicant only) and at other times involves the larger Steering Committee (also includes USFWS).

4.2.1.1 Project Operations Coordination

To obtain the necessary level of input needed from COFB, the Steering Committee, and key stakeholders to complete a Draft HCP in one (1) year, the Team organizes a series of quarterly meetings to obtain direction and generate necessary and appropriate material for developing the HCP. Experience has shown such meetings are a highly effective and efficient way to communicate and coordinate with and among stakeholders, including setting direction, solving problems/resolving issues, making decisions, and building consensus. The Team works closely with COFB, the Steering Committee, USFWS, and other key stakeholders to organize and deliver one initial “kick-off meeting” and three four-hour meetings. Meetings take place at or near COFB and generate material and direction necessary for the Team to prepare the HCP, closely following the recommended outline found in Appendix B of the revised USFWS HCP Handbook (USFWS and NOAA 2016).

The Team proposes bi-weekly conference calls for the first three months of the contract and monthly calls for the remaining nine months of the contract, during which the ESI Team appraises COFB and the Steering Committee (as appropriate and approved by COFB) of progress and any issues potentially causing project delays. Conference calls are anticipated at an hour in length and attended by the Project Director and the Deputy Manager / Facilitator. COFB and the Project Manager determine if, and when, additional calls are needed. The Team acknowledges some conference calls require more time, and such calls are adjusted as needed. Additional Team members participate on calls on an as-needed basis.

Assumptions

- As many as 15 coordination calls could occur over a 12-month period
- Four in-person meetings occur over a 12- month period
- The ESI Management Team will:
 - Schedule the calls/meetings
 - Develop agendas for the calls/meetings
 - Participate in project management conference calls, as needed
 - Identify project operational issues that need resolution by COFB and/or the Steering Committee
 - Inform COFB when a meeting with the Steering Committee is needed
 - Coordinate the review and, as appropriate, feedback or direction from COFB on any issues raised by the Team
 - Coordinate the review and, as appropriate, feedback or direction from the Steering Committee on any issues raised by the Team

- Prepare a summary memo of the call for distribution to COFB.

ESI Deliverables

- Facilitation materials for 15 conference calls with COFB and key planning team staff
- List of relevant issues
- Call/meeting summaries

4.2.1.2 Strategic Advice and Planning Assistance

The Team provides strategic advice, planning, and coordination in support of HCP development as needed. The task supports COFB HCP Project Manager and the Steering Committee by addressing strategic questions, walking through regulatory issues and challenges, and providing technical advice specific to the HCP process and document development. Over the course of HCP development COFB will need to provide input on the following strategic elements.

4.2.2 HCP Development

The Team envisions an interactive, transparent, and sequential process, with some overlapping efforts, to develop the Amelia Island Beach HCP. The HCP development process approach resembles assembling building blocks for the plan with inter-connecting components. As illustrated in Figure 2 above, many chapters in an HCP have interlocking elements and are all interdependent upon the information contained in other chapters.

Developing the HCP is based on the best available information gained through interactions with the Team, COFB, HCP participants, as well as state and federal resource agencies. To this end, chapters are prepared sequentially as described in the proposed schedule below. Overall, 10 chapters along with any appropriate supporting technical appendices are prepared. Two draft documents for each chapter are prepared:

- Preliminary review draft – prepared for the applicant only (COFB), and
- Administrative review draft – prepared for USFWS and Steering Committee review.

Following completion of all 10 chapters, an administrative draft of the HCP document is consolidated. We assume this would represent the final deliverable under the contract.

Assumptions

- Key COFB, Steering Committee, and USFWS staff participate in the kick-off meeting and three in person meetings.

- The information needed for the chapters is obtained from the best available commercial and scientific information (including expert opinion) and follows the methods outlined in a Technical Approach Memo prepared by the Team.
- COFB coordinates timely reviews among COFB and the Steering Committee, meeting summary documents, and preliminary draft chapters.
- All COFB and Steering Committee comments/decisions are memorialized in memos from COFB's Project Manager to the Team Project Manager.
- COFB adheres to an established stakeholder involvement strategy and works closely and diligently with the Team and USFWS to ensure stakeholder satisfaction with the HCP. Toward this end, COFB will be committed to:
 - Fostering an understanding and appreciation among key stakeholders of the purpose and need for developing the HCP, as well as the important issues addressed through conservation planning.
 - Outcome: Key stakeholders understand and appreciate COFB's purpose and need for developing the HCP.
 - Establishing among stakeholders that the approach is reasonable, sensible, and responsible.
 - Outcome: Stakeholders understand the role of COFB and responsibilities of the USFWS in the HCP development process.
 - Demonstrating care and responsiveness to all stakeholder issues and concerns.
 - Outcome: Stakeholders feel satisfied with the communication and involvement opportunities provided to them by COFB.

To ensure the HCP includes information requested in the RFP, and any additional USFWS requirements, the HCP includes 10 chapters. Chapter contents are described below.

Deliverables

- Preliminary draft chapters and technical appendices, as appropriate
- Administrative Draft chapters and technical appendices, as appropriate
- Preliminary Draft HCP
- Administrative draft HCP

4.2.2.1 Chapter 1 - Introduction

An overview and background of COFB and Amelia Island beaches; COFB's Purpose and Need for developing an HCP; the Plan Area / Permit Areas and requested Permit Duration; Alternatives to the Take and the reasons why such Alternatives are not used;

coordination with federal and state agencies are described and relevant laws and/or regulations are summarized.

4.2.2.2 Chapter 2 – Covered Activities

COFB activities for which take is authorized in the requested ITP are described.

4.2.2.3 Chapter 3 – Covered Species

For each Covered Species and Non-Covered Species (section for each species), the species status and distribution; habitat characteristics and use; and known occurrence within the Plan Area are described. For Non-Covered Species, a description of measures to avoid incidental take is provided.

4.2.2.4 Chapter 4 - Take Assessment

Like many other aspects of the HCP planning process, determining take, the impact of take, and potential alternatives to the take is a dynamic and iterative process. For each Covered Species the determination of take must include both direct take and indirect take; the type of take (e.g., harm); the amount of take (e.g., number of individuals); and the duration of the take. Once take is determined, the impact of the taking on the Covered Species (i.e., relative to species reproduction, numbers, and distribution) including both current and probable future conditions and trends that span the entire duration of the requested take authorization is analyzed. For each Covered Species, the type and amount of take is determined, including direct and indirect impacts of the take. For Covered Plants and Critical Habitat, direct and indirect impacts are determined.

4.2.2.5 Chapter 5 – Conservation Program

Biological goals and objectives describe COFB's desired biological outcomes through the HCP's conservation program. An effective HCP conservation program consists of species-specific biological goals and objectives; measures to avoid incidental take; measures to minimize and mitigate impacts of incidental take; expected outcomes; and protocols for monitoring, reporting, and managing program outcomes. The HCP conservation program is developed using best scientific and commercial information available including but not limited to species recovery plans, five-year reviews, status assessments, peer-reviewed scientific journal articles, expert opinion and surveys that may be conducted during HCP development. For each Covered Species, biological goals and objectives; measures to minimize take; and measures to mitigate take are developed. Net effects to each species after implementation of the conservation program are also described.

4.2.2.6 Chapter 6 – Assurances

Federal No Surprises Assurances (codified at 50 CFR 17.3, 17.22(b)(5), 17.32(b)(5)) provide assurances to COFB that, as long as the HCP and ITP are properly implemented, no additional commitment of land, water, or financial compensation is required with respect to Covered Species, and no restrictions on the use of land, water,

or other natural resources will be imposed beyond those specified in the HCP without the consent of COFB (USFWS/NMFS HCP Handbook 2016).

In addition, section 10(a)(2)(B) permit regulations require USFWS to ensure “changed and unforeseen circumstances” are identified and planned for in HCPs (17.22(b)(5)), including remedial measures and funding for those measures. Changed circumstances are defined as “changes in circumstances affecting a species or geographic area covered by a conservation plan or agreement that can reasonably be anticipated by plan or agreement developers and the USFWS and that can be planned for (e.g., the listing of new species, or a fire or other natural catastrophic event in areas prone to such events)” (50 CFR 17.3). Accordingly, should a changed circumstance provided for in the HCP arise after the ITP is issued, and if additional conservation and mitigation measures are deemed necessary to respond to the changed circumstance, COFB is required to implement the measures as specified in the HCP. However, should additional conservation and mitigation measures be deemed necessary to respond to a changed circumstance and such measures were not provided for in the HCP, the USFWS will not require COFB to implement any additional conservation measures beyond those provided for in the HCP, without the consent of COFB, provided the HCP is being properly implemented (see 17.22(b)(5)(i)(ii)). The Team works with COFB and USFWS to identify changed circumstances and unforeseen circumstances, including triggers and responses and funding needed.

4.2.2.7 Chapter 7 – Monitoring, Reporting, and Adaptive Management

Protocols for Effectiveness Monitoring and Compliance Monitoring are described while Reporting includes a list of items for inclusion in the annual report, including, but not limited to, the following: Project Status and Impacts; Take Tracking; Avoidance, Minimization, and Monitoring; Mitigation; Changed circumstances; and Funding.

4.2.2.8 Chapter 8 - Funding

Cost Estimates and Budgets for the Conservation Program and Plan Implementation, including Funding Sources; Funding Mechanisms; and Funding Assurances are detailed.

4.2.2.9 Chapter 9 – Administration

Procedures for Amendments; Permit Renewals; and Permit Transfers are described.

4.2.2.10 Chapter 10 – References/List of Preparers

A simple list of preparers, including all participants, is provided.

4.3 Schedule

This section outlines the Team’s proposed schedule for work associated with the 2020-2021 Statement of Work (SOW). The overall schedule is based on start date of 1 March for the new Purchase Order (PO). Table 4 outlines the deliverable schedule.

Table 4. Schedule

HCP Development Deliverables	Preliminary Draft	Administrative Draft
Chapter 1: Introduction	1 May 2020	1 June 2020
Chapter 2: Covered Activities	1 October 2020	1 November 2020
Chapter 3: Covered Species	1 October 2020	1 November 2020
Chapter 4: Take Assessment	1 October 2020	1 November 2020
Chapter 5: Conservation Strategy	1 December 2020	1 February 2021
Chapter 6: Assurances	1 February 2021	1 March 2021
Chapter 7: Monitoring, Reporting, Adaptive Management	1 February 2021	1 March 2021
Chapter 8: Funding	1 February 2021	1 March 2021
Chapter 9: Administration	1 February 2021	1 March 2021
Chapter 10: List of Preparers	1 February 2021	1 March 2021
Combined HCP Document		1 March 2021

Assumptions

- Distribute preliminary draft Chapter 1 to COFB, Steering Committee, and key stakeholders (as appropriate) within two months of initial kick-off meeting.
- Distribute preliminary draft Chapters 2-4 to COFB, Steering Committee, and key stakeholders (as appropriate) within two months of Chapter 1.
- Distribute preliminary draft Chapter 5 to COFB, Steering Committee, and key stakeholders (as appropriate) within two months of Chapters 2-4.
- Distribute preliminary draft Chapters 6-9 to COFB, Steering Committee, and key stakeholders (as appropriate) within one month of Chapter 5.
- Distribute administrative draft HP draft (Chapters 1-10) to COFB, Steering Committee, and key stakeholders (as appropriate) within twelve months after project initiation.

5.0 Qualifications/Relevant Experience

5.1 HCP and ESA Compliance Experience

The Team has a proven record of successfully completing challenging, regional HCPs and understands the unique HCP requirements for a wide range of applicants including cities and counties. Regional HCPs have unique challenges and can become mired over data issues, USFWS disagreement, stakeholder processes, and internal indecision. The loss of momentum on an HCP can have significant budget and timeline implications. The Team dedicates HCP specialists who work exclusively on ESA compliance and related conservation planning efforts. Collectively, the Team

completed hundreds of HCPs, complex ESA compliance processes, and associated environmental documents. Our focus on ESA compliance and HCPs allows us to navigate complex issues for successful completion, timely permitting, and smooth implementation. The Team's experience is directly applicable to the Amelia Island Beach HCP, and this experience will jump start project initiation and streamline HCP development. Table 5 provides a list of the Team's HCP experience and Table 6 provides a representative list of the Team's ESA compliance experience and related ITP implementation experience.

Table 5. Relevant HCP experience and location.

	Large Scale	Coastal Species	Draft Completed	Permit Issued	Multi-stakeholder	Predictive Models to Estimate Take	Use of GIS Data	Steering Committee and Stakeholder Facilitation
ESI Staff Experience								
AEP HCP (11 states))	✓				✓	✓	✓	✓
Bay-Delta Conservation Plan – HCP (CA)	✓	✓			✓	✓	✓	
Coyote Springs MSHCP (NV)	✓		✓		✓	✓	✓	✓
Desert Renewable Energy Conservation Plan HCP (CA)	✓	✓			✓	✓	✓	✓
Forestry HCP for Bats on Pennsylvania State Lands (PA)	✓		✓		✓	✓	✓	✓
Great Plains HCP (8 states)	✓				✓	✓	✓	✓
Indiana DNR Division of Forestry HCP (IN)	✓	✓	✓	✓	✓	✓	✓	✓
Iron County Prairie Dog HCP (UT)	✓		✓	✓	✓	✓	✓	✓
King County Multi-Species HCP (WA)	✓	✓			✓	✓	✓	✓
Lake States Forest Practices HCP (MI, MN, WI)	✓		✓		✓	✓	✓	✓
Lincoln County Multi-species HCP (NV)	✓		✓	✓	✓	✓	✓	✓
Lower Colorado River Multi-species HCP (AZ, CA, NV)	✓	✓	✓	✓	✓	✓	✓	✓
Low Effect HCP—Metropolitan Water District of Southern (CA)		✓	✓	✓	✓	✓	✓	✓
Massachusetts Department of Natural Resources Statewide Piping Plover HCP (MA)	✓	✓	✓		✓		✓	✓
Midwest Wind HCP NEPA (8 states))	✓		✓		✓	✓	✓	✓
NiSource HCP (14 states)	✓		✓	✓	✓	✓	✓	✓
Nye County Multi-species HCP (NV)	✓			✓	✓	✓	✓	✓
Oregon Dept. of Parks and Recreation Western Snowy Plover HCP (OR)	✓	✓	✓	✓	✓	✓	✓	✓
Pacific Gas and Electric Company O&M HCPs (CA)	✓		✓	✓	✓	✓	✓	✓
Sacramento County HCP Economic Analysis (CA)	✓	✓	✓	✓	✓	✓	✓	✓
United Water HCP (CA)	✓	✓	✓			✓	✓	✓
Ventura River Basin HCP (CA)	✓	✓	✓		✓	✓	✓	✓
Virgin River Resource Management and Recovery Program (UT)	✓			✓	✓	✓	✓	✓
Washington DNR Aquatic Lands HCP (WA)	✓	✓			✓	✓	✓	✓
Yamhill County (OR)		✓	✓	✓	✓	✓	✓	✓

Table 6. ESA compliance and ITP related experience

Client	Project Name	Project Type
Wind Capitol Group	Wells Prairie Wind	Habitat Conservation Plan
NextEra	Fayette Wind Resource Area	Habitat Conservation Plan
NextEra	Bluff Point Wind Resource Area	Habitat Conservation Plan
Ohio DNR	Lewisburg Limestone Mine	Informal Consultation (Sec 7 of ESA)
Cincinnati Metropolitan Sewer District	Mt. Airy Sewer Replacement	Informal Consultation (Sec 7 of ESA)
Forest Preserve District of Kane County	Kane County Forest Preserve	Informal Consultation (Sec 7 of ESA)
AK Steel	Dicks Creek Sediment and Floodplain Soil Remediation	Informal Consultation (Sec 7 of ESA)
Multiple clients (17 projects)	Gas Well Pads	Informal Consultation (Sec 7 of ESA)
FirstEnergy	Glenwillow Transmission Line	Informal Consultation (Sec 7 of ESA)
Dominion Transmission	Dominion Gas Mullet Compressor Station Site	Informal Consultation (Sec 7 of ESA)
Inland Corporation	Tiffin-Easton Line	Informal Consultation (Sec 7 of ESA)
Sunoco Pipeline SPLP	Fostoria Line	Informal Consultation (Sec 7 of ESA)
Enterprise Liquids Pipeline	ATEX Pipeline	Informal Consultation (Sec 7 of ESA)
Ohio DOT	Possum Run Road	Informal Consultation (Sec 7 of ESA)
XTO Energy	XTO Energy Kaldor Impoundment	Informal Consultation (Sec 7 of ESA)
Chesapeake Appalachia	Palmer Well Pad Site	Informal Consultation (Sec 7 of ESA)
Ohio DOT	Hook-Waltz Road Bridge	Informal Consultation (Sec 7 of ESA)
Consol Energy	NBL 11 Well Pad, Impoundment & Access Road	Informal Consultation (Sec 7 of ESA)
Enterprise Products	Farmington Lateral Pipeline	Informal Consultation (Sec 7 of ESA)
CNX	TUSC 11 Well Pad	Informal Consultation (Sec 7 of ESA)
Ohio DOT	Bridge Replacement Stillwater River	Informal Consultation (Sec 7 of ESA)
Crosstex	Crosstex's East Ohio Pipeline	Informal Consultation (Sec 7 of ESA)
Spectra Energy	OPEN Spectra	Informal Consultation (Sec 7 of ESA)
Enbridge	Enbridge Line 78	Informal Consultation (Sec 7 of ESA)
Williams	Bluegrass Pipeline	Informal Consultation (Sec 7 of ESA)
Enterprise Products	Bridge Replacement Blues Creek	Informal Consultation (Sec 7 of ESA)
CNX	Pipeline	Informal Consultation (Sec 7 of ESA)
ODOT	Butler Street Boat Lift & Regional Maritime Floating Dock	Informal Consultation (Sec 7 of ESA)
Crosstex	NBL 34 and NBL 39 Well Sites and Ancillary Facilities	Informal Consultation (Sec 7 of ESA)
Spectra Energy	Clemens Road Bridge Rehabilitation	Informal Consultation (Sec 7 of ESA)

Enbridge	Blue River Natural Gas-Fueled Electrical Generation Plant	Informal Consultation (Sec 7 of ESA)
Duke Energy	Ohio River System	Informal Consultation (Sec 7 of ESA)
Utica East Ohio Midstream	Leesville Natural Gas Pipeline	Informal Consultation (Sec 7 of ESA)
City of Columbus	Strategic 5th Ave Bridge Project	Informal Consultation (Sec 7 of ESA)
Ohio DOT	County Road 501 Bridge Replacement	Informal Consultation (Sec 7 of ESA)
Ohio DOT	Sugar Creek Township Bridge Replacement	Informal Consultation (Sec 7 of ESA)
Ohio DOT	Harner Road Bridge Replacement	Informal Consultation (Sec 7 of ESA)
Indiana Michigan Power	Greater Fort Wayne Area Reliability Improvements	Informal Consultation (Sec 7 of ESA)
Transource Missouri	KCP&L Midwest Transmission Line	Informal Consultation (Sec 7 of ESA)
Indiana Michigan Power	EQT's Ohio Valley Connector	Informal Consultation (Sec 7 of ESA)
Transource Missouri	Iatan Nashua Transmission Line	Informal Consultation (Sec 7 of ESA)
Velocity	Rettew Feasibility Study	Informal Consultation (Sec 7 of ESA)
Indiana DOT	E. Fork White River Mussel Survey	Informal Consultation (Sec 7 of ESA)
Sunoco Pipeline	Michigan Emergence Counts	Informal Consultation (Sec 7 of ESA)
XTO Energy	Rettew McMahon Creek	Informal Consultation (Sec 7 of ESA)
American Electric Power	Conesville Mine Reclamation	Informal Consultation (Sec 7 of ESA)
Gulfport Energy Corporation	Edge Well Pad	Informal Consultation (Sec 7 of ESA)
Ohio DOT	Little Darby Creek	Informal Consultation (Sec 7 of ESA)
Eclipse Resources	Resources Fritz - Hayes Pipeline	Informal Consultation (Sec 7 of ESA)
Marathon Petroleum Company	Yellow Creek Toledo-Steubenville	Informal Consultation (Sec 7 of ESA)
Blueracer Midstream	West Fork Duck Creek	Informal Consultation (Sec 7 of ESA)
Eclipse Resources	Bat Work	Informal Consultation (Sec 7 of ESA)
Marathon Petroleum Company	Marathon Tymochtee Creek	Informal Consultation (Sec 7 of ESA)
Titanium Metals Corporation	Ohio River PI Pool SWW Structure Demolition	Informal Consultation (Sec 7 of ESA)
Duke Energy	Ohio River Mussels	Informal Consultation (Sec 7 of ESA)
Ohio River System & Regency Utica Gas	Regency Mussel Survey	Informal Consultation (Sec 7 of ESA)
Blueracer Midstream	Little Stillwater Creek	Informal Consultation (Sec 7 of ESA)
Indiana DOT	I-69 Expansion	Monitoring Programs Required under an ITS
Ohio DOT	Sunday R Coal Company Mitigation Site	Monitoring Programs Required under an ITS
U.S. Forest Service	Wayne National Forest	Monitoring Programs Required under an ITS

5.2 Relevant Project Examples

5.2.1 Florida Department of Transportation (FDOT), Egans Creek – Amelia Island, Florida

Atkins assisted FDOT in the design and implementation of a plan to restore the portion of Egans Creek south of Jasmine Street as a freshwater wetland system. The project was prompted by vegetation changes resulting from increased water levels and saltwater intrusion associated with the original Egans Creek salt marsh restoration project between Atlantic Boulevard and Jasmine Street. FDOT's restoration project objectives included reestablishing a forested freshwater wetland system with ecological and aesthetic qualities equal to or better than the freshwater system that was impacted.

Initial steps to restore Egans Creek included construction of a tide barrier north of Jasmine Street, partial dead tree removal, and water/soil salinity and vegetation data collection. Atkins scientists measured water/soil salinity and collected vegetation data throughout the restoration process.

Atkins developed several design concepts for restoration of the creek and assisted FDOT in presenting the concepts to the public. Atkins also managed and developed a value engineering of the proposed restoration of the site in collaboration with experts retained to advise on the program. Major components of restoration efforts included reducing salinity and re-establishing freshwater vegetation. Restoration progress was measured by continuously monitoring surface water elevation and salinity via automated gauges. Soil salinity and vegetation observations were documented by observation/measurement through the impacted area by use of a grid map. Atkins managed vegetation re-establishment by:

- Removing dead trees. Selective dead tree removal was completed to promote re-vegetation. Sufficient dead trees were left standing for wildlife habitat use.
- Planting desirable freshwater species. Planting was used to accelerate tree/shrub coverage (especially in high visibility areas) and promote ecological diversity.
- Removing invasive and nuisance plants. Removal of undesirable plants/trees occurred in naturally restoring and planted areas.

The Egans Creek Restoration Plan was based on data compiled during salinity monitoring, field observations, and technical publication research. A critical component of the restoration plan was the anticipated short- and long-term effect of soil salinity conditions on vegetation. Although construction of the tide barrier at Jasmine Street prevented tidal influence into the project site, the duration of sustained saline conditions in soil was unknown. Soil salinity diminished through time.

Contact
Bobbi Goss
Florida Department of Transportation
386-758-3700
bobbi.goss@dot.state.fl.us

5.2.2 FDEP, Beach Management/Coastal Engineering Services

Atkins served as general coastal engineering consultant to the FDEP Bureau of Beaches and Coastal Systems (BBCS), providing a wide array of services including technical, programmatic, management, staffing, surveying, construction, and environmental support on an as-needed basis. Task assignments ranged from large-scale hurricane recovery to shoreline protection projects to supplementing staffing. Tasks included:

Program Management

- Development of the long-range beach management budget plan
- Development of the statewide strategic beach management plan and subsequent updates
- Program and project financial audits for the Erosion Control Program
- Administrative support including Federal Emergency Management Agency documentation and funding requests, report writing and editing, and providing file clerks to assist with backlog
- Consulting and staff training on contracting, AutoCAD, permitting, and significant related ecological communities

Environmental and Regulatory Support Services

- Provided full time, in-house staff support to the Joint Coastal Permit regulatory section of the BBCS for more than eight years managing all types of large-scale coastal construction projects statewide
- Provided full time, in-house staff support to the Coastal Construction Control Line regulatory program for more than five years, including processing all applications for coastal armoring
- Project management and permitting review for experimental and innovative projects
- Conducted a two-day public workshop for innovative erosion control technologies

Statewide Coastal Monitoring

- Assisted with development of the statewide coastal monitoring plan and technical specifications

- Performed performance monitoring for innovative projects
- Provided statewide survey and mapping support to the Coastal Data Acquisition section
- Conducted aerial videography and photography documenting the state of the coast

Technical Support

- Provided design-build services for Anastasia Beach State Park Beach Nourishment project
- Provided design-build services for replacement of the shoreline revetment at Marineland Park of Flagler
- Conducted re-evaluation and revision of the One-Hundred Year Storm Elevation Requirements report
- Drafted the Siting Rule and Notice of General Permit Rule
- Conducted an alternatives analysis for a turtle-friendly beach design template

Contact
Paden Woodruff
Florida Department of Environmental Protection
850-487-4471
paden.woodruff@dep.state.fl.us

5.2.3 American Electric Power (AEP), Multi-species HCP

Electrical utilities throughout the country are experiencing a period of substantial (arguably revolutionary) change. Large, high volume generating stations (often powered by coal) are being replaced by a multitude of smaller generating stations powered by diverse energy sources including wind, solar, biomass, hydroelectric, and natural gas. Simultaneously, per capita demand is increasing, populations are redistributing, and security concerns are leading to construction of redundant transmission routes in an effort to improve grid stability. Combining these observations with aging infrastructure sets the stage for electric utilities to undergo substantial building and rebuilding programs during the next 30 years.

AEP owns and operates the country's largest transmission system, and is already experiencing an increase in building efforts. Compliance with environmental laws is a core concept for AEP, but piecemeal compliance (i.e., project by project) with the ESA has hampered construction efforts, and is not compatible with AEP's long-term needs. To meet the desired level of construction and comply with ESA, AEP retained ESI to develop an HCP that provides system-wide compliance with ESA across AEP's 11-state service region.

Development is ongoing, but the HCP will cover construction, reconstruction, and existence of transmission lines, substations, and associated access roads. The plan addresses take of twelve species including Indiana, northern long-eared, little brown, tricolored, and Ozark big-eared bats; rusty-patched bumble bee, Mitchel's satyr, eastern Massasauga rattlesnake, whooping crane, Atwater's Prairie Chicken, golden-cheeked warbler, and red-cockaded woodpecker.

ESI serves as lead consultant on the team developing the HCP and is providing technical expertise on the NEPA compliance document. In coordination with AEP, ESI developed the scope of the HCP including predicting future levels of covered activities. Models developed to predict the locations of future construction activities are combined with models of covered species distribution to develop an estimated amount of occupied habitat that will be impacted (i.e., a surrogate of take). The conservation plan is in the design phase, and is expected to provide AEP with the opportunity to use a combination of seasonal avoidance and mitigation depending on project- and site-specific conditions, thus affording the flexibility needed to complete hundreds of miles of transmission line per year for the next 30 years.

Contact
Charity Kreher
American Electric Power
918-599-3282
clkreher@aep.com

5.2.4 NiSource Multi-state HCP

The NiSource Multi-state, Multi-species HCP is largest and most complex HCP that has ever been permitted. The HCP provides ESA coverage for 11 species (Indiana bat, northern long-eared bat, clubshell mussel, fanshell mussel, James River spiny mussel, northern riffleshell mussel, sheepsnose mussel, American burying beetle, Nashville crayfish, bog turtle, and Madison cave isopod) across fourteen states (Delaware, Indiana, Kentucky, Louisiana, Maryland, Mississippi, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, and West Virginia) ranging from the Gulf Coast through the Midwest and into the Northeast. Under the permit, NiSource/Columbia is able to construct, operate, and maintain its system of pipelines and supporting infrastructure while implementing comprehensive avoidance and minimization measures focused on the 11 covered species and 32 other species for which take is avoided. Impacts to covered species are mitigated by protecting and enhancing habitat appropriate to support each covered species—an effort overseen by third party panels of species-level experts.

ESI initially raised the prospect of developing an HCP and our involvement begins at the inception of the HCP process and continues through implementation. ESI authored the scoping document that led to expansion of the HCP effort from coverage of a single

species (Indiana bat) into the larger, more programmatic HCP. During HCP development, ESI collected data and provided parameterization used to develop models that currently guide Indiana bat mitigation efforts.

Concurrent with HCP development, the USFWS project manager, Mr. Tom Magnusson, had primary responsibility for ensuring the project was staffed by appropriate USFWS staff. Mr. Magnusson was responsible for guiding key supporting regulatory documents through the federal process including the Biological Opinion and associated Incidental Take Statement, the Environmental Impact Statement, and finally the Incidental Take Permit. Mr. Magnusson joined ESI's staff after retiring from USFWS.

The NiSource HCP has been in effect since 2013. ESI has remained involved in two aspects of HCP implementation. ESI biologists provided technical support for several projects permitted under the HCP. In addition, ESI's CEO and Principal Scientist, Dr. Virgil Brack, worked with the HCP implementation team to select contractors and sites to implement the mitigation requirements for the Indiana and northern long-eared bats.

Contact
Dale Helmers
NiSource Corporate Services Company
(retired)

5.2.5 Dominion, Atlantic Coast Pipeline

Atlantic Coast Pipeline is a proposed 600-mile interstate natural gas transmission pipeline system designed to bring natural gas produced in West Virginia to market in Virginia and North Carolina. ESI was retained to conduct multi-taxa field studies for the project requiring both extensive and intensive coordination with the USFWS, USFS, state agencies, and the client to identify regulatory concerns associated with rare, threatened, and endangered species. Species of concern include bats, freshwater mussels, fish, crayfish, salamanders, flying squirrels, millipedes, and insects/pollinators. Studies included surveys for rare, threatened, and endangered freshwater (unionidae) mussels. Federally listed mussel species surveys were implemented for the clubshell, snuffbox, James spinymussel, dwarf wedgemussel, and Tar River spinymussel.

ESI completed surveys in North Carolina for federally endangered Indiana and federally threatened northern long-eared bats, two federally endangered mussels (dwarf wedgemussel and Tar River spinymussel), two state-threatened species (Carolina madtom and Neuse River waterdog), and two state-species of concern (Chowanoke crayfish and North Carolina spiny crayfish). ESI initiated surveys in 2015, and completed assessment of 36 streams across 6 drainage basins (Chowan, Tar/Pamlico, Neuse, Cape Fear, and Lumber), yielding collection of nearly 20,000 live mussels of 11 species. In addition, approximately 30 streams were sampled for Neuse

River waterdogs totaling 600 traps and yielding 40 Neuse River waterdogs. Acoustic surveys for bats were completed at nearly 300 sites along a 190-mile stretch of right-of-way and included additional studies targeting two North Carolina species of concern: Rafinesque's big-eared and southeastern bats. Rare, threatened, and endangered Aquatic species encountered along the project during surveys in North Carolina include; Neuse river waterdog, Carolina madtom, North Carolina Spiny Crayfish, Chowanoke Crayfish, Roanoke slabshell, Triangle floater, Atlantic pigtoe, Yellow lampmussel and approximately forty Rafinesque's big-eared bats were observed roosting beneath a highway bridge.

Contact
Sara Thronndson
Environmental Resources Management
612-347-7113
sara.thronndson@erm.com

6.0 Other Relevant Information

6.1 Basis for Cost Estimate

ESI's cost estimate for this effort is \$257,457 (Table 7). The cost estimate is based on the following assumptions:

1. This is a time and materials not to exceed contract.
2. Payments will be paid based on monthly invoicing for effort spent of the project.
3. The effort will be completed within a 1-year period.
4. The final deliverable will be an Administrative Draft HCP.
5. Substantial information exists from similar efforts that can be incorporated.
6. The best current available scientific information will be used in the analysis.
7. Descriptions of the covered activities will be readily available.

Table 7. Summary of estimated cost for preparing an Administrative Draft HCP.

Item	Task	Hours	Labor Cost
1.0	Preliminary Project Planning	152	\$ 21,068
2.0	Meetings and Coordination	168	\$ 25,374
3.1	Chapter 1: Introduction	98	\$ 11,866
3.2	Chapter 2: Covered Activities	142	\$ 18,552
3.3	Chapter 3: Covered Species	206	\$ 25,538
3.4	Chapter 4: Take Assessment	252	\$ 32,696

Item	Task	Hours	Labor Cost
3.5	Chapter 5: Conservation Program	188	\$ 23,824
3.6	Chapter 6: Assurances	110	\$ 16,838
3.7	Chapter 7: Monitoring, Reporting, Adaptive Management	164	\$ 23,234
3.8	Chapter 8: Funding	98	\$ 15,478
3.9	Chapter 9: Administration	106	\$ 16,486
3.10	Chapter 10: References/Preparers	12	\$ 1,392
4.0	Administrative Draft HP	128	\$ 17,846
		Labor Total	1824
			\$ 250,192
		Travel and ODCs (includes 5% on subcontractor labor)	\$ 7,265
		Total Cost	\$ 257,457

6.2 Potential Improvements to SOW

6.2.1 Ensure Completion of the ITP Application Package

While the RFP indicates the consultant would submit a final draft HCP and application for an ITP to USFWS, the answers to questions did not clearly demonstrate how the HCP development and NEPA compliance interface to prepare an ITP application package. Typically, after USFWS completes its review, a public review draft HCP is prepared and used along with the appropriate NEPA document to solicit public input. Following the NEPA public review, the public review draft HCP may be modified based on comments received. As such, a final HCP, sufficient to include in an ITP application, package must incorporate the NEPA process. It is important to emphasize, that preparation of a public review draft HCP is not included in the workplan outlined above. As such, to ensure that a complete ITP application package can be prepared, we suggest modifying the workplan to include addressing the NEPA process and preparing a final HCP. Including the NEPA process must allow for the timeframe as well as effort needed to incorporate it into the HCP development process.

6.2.2 Add Coordination Workshops

The Team also recommends a series of four workshops as an improvement to the workplan described above. While not suggested in the RFP, we believe extra efforts described herein, ensure completion of the project in the timeframe requested in the RFP. Enhanced coordination levels facilitate participant understanding of important elements and components of the HCP, promote development of innovative solutions to challenging issues, and lead to reasonable solutions for important decisions. Workshops are described herein:

6.2.2.1 Project Kick-off Workshop 1 – Planning to Plan

The Team collaborates with COFB, the Steering Committee, and key stakeholders to organize and facilitate a two and one half-day meeting to address COFB's purpose and need for the HCP, objectives and desired scope, approach, organization, management procedures for getting the work done, and other information listed in Section 4.1.1 above. The workshop occurs within one month after project initiation.

Outcomes of the meeting include the “Guiding Document” discussed in Section 4.1.1 and material and direction sufficient to produce preliminary draft Chapter 1 of the HCP including:

- An understanding of the environmental setting (i.e., COFB and Amelia Island Beach).
- COFB’s Purpose and Need for developing an HCP, including a description of COFB’s status quo for ESA compliance.
- Activities COFB conducts for which incidental take authorization is needed through an ITP.
- A list of potential Covered Activities and Covered Species.
- The potential Plan Area / Permit Areas and Permit Duration.
- Potential Alternatives to the Take and the reasons why such Alternatives can or cannot be implemented.
- Coordination opportunities with federal and state agencies; and relevant laws and regulations to which the HCP must adhere.

6.2.2.2 HCP Development Workshop 2 – Covered Activities, Covered Species, and an Assessment of Impacts

The Team collaborates with COFB, the Steering Committee, and key stakeholders to organize and facilitate a three and one half-day workshop to identify activities and species for inclusion in the HCP, and methods for conducting the take and impact of the take assessment. The workshop occurs approximately three months after project initiation. Outcomes of the workshop include material and direction sufficient to produce preliminary draft Chapters 2-4 of the HCP (Covered Activities; Covered Species; and Take Assessment) including:

- Identification of Covered Activities and Covered Species consistent with the approach described in Section 4.1.4.
- Description of the status and distribution, habitat characteristics and use, and known occurrence within the Plan Area for each Covered Species.
- For non-covered species, a description of each species’ habitat characteristics and use, known occurrence within the Plan Area, and measures to avoid incidental take.
- Determination of take and potential alternatives to the take for each Covered Species, including both direct take and indirect take; type of take (e.g., harm); amount of take (e.g., number of individuals or amount of habitat); and duration of the take.
- Determination of the impact of the take on Covered Species (i.e., relative to species reproduction, numbers, and distribution) including both current and

probable future conditions (including climate change) and trends spanning the entire duration of the requested take authorization.

- For Covered Plants and Critical Habitat, determination of direct and indirect impacts.

6.2.2.3 HCP Workshop 3 - Conservation Program

The Team collaborates with COFB, the Steering Committee, and key stakeholders to organize and facilitate a three and one half-day workshop to develop the HCP's conservation program (biological goals and objectives, measures to minimize and mitigate impacts, approaches to monitor for compliance and effectiveness). The workshop occurs approximately six months after project initiation. Outcomes of the workshop include material and direction sufficient to produce a preliminary draft Chapter 5 of the HCP (Conservation Program) including:

- Development of biological goals and objectives describing biological outcomes COFB can achieve through the HCP's conservation program.
- Identification of measures to minimize impacts of incidental take and determine practicability.
- Identification of measures to mitigate impacts of incidental take and determine practicability, including type and total amount of mitigation needed for each Covered Species through either Permittee Responsible Mitigation (acres) or conservation banks/in-lieu fee programs (credits) for each Covered Species.
- Identification of potential protocols and procedures for monitoring effectiveness of the Conservation Program and/or adaptively managing for uncertainties in its implementation.
- Description of the anticipated Net Effects to each Covered Species after implementation of the Conservation Program.
- Development of the Conservation Program using best scientific and commercial information available including but not limited to species recovery plans, five-year reviews, status assessments, peer-reviewed scientific journal articles, expert opinion and surveys that may be conducted during development of the HCP.

6.2.2.4 HCP Workshop 4 – HCP Implementation

The Team collaborates with COFB, the Steering Committee, and key stakeholders to organize and facilitate a three and one half-day workshop to develop implementation procedures for the HCP's Conservation Program. The workshop occurs approximately nine months after project initiation. Outcomes of the workshop include material and direction sufficient to produce preliminary draft Chapters 6-9 of the HCP (Assurances; Monitoring, Reporting, and Adaptive Management; Administration; and Funding) including:

- Identification of significant uncertainties and risks to Covered Species associated with implementation of the proposed Conservation Program.
- Identification of changed and unforeseen circumstances, including triggers and responses and funding needed.
- Identification of adaptive management provisions to address uncertainties regarding conservation measures and the outcome of the Conservation Program.
- Identification of protocols and procedures for compliance monitoring and reporting. USFWS policy provides monitoring and reporting programs designed to generate information the agency needs to determine whether or not:
 - a permittee is in compliance with its ITP and HCP,
 - progress is being made toward meeting an HCP's biological goals and objectives,
 - the HCP's Conservation Program is effective at minimizing and/or mitigating impacts, and
 - adjusting conservation measures to improve the HCP's conservation strategy is needed. (USFWS/NMFS 2016)
- Description of an Amendment Process and procedures for Permit Renewals and Permit Transfers.
- Development of detailed Cost Estimates and Budgets for the Conservation Program and Plan Implementation, including Funding Sources, Funding Mechanisms, and Funding Assurances.

7.0 Addendum

Pursuant to the RFP, Exhibits A through H are provided in Appendix B and Amendments 1 through 3 are provided in Appendix C.

8.0 Contacts at ESI

ESI appreciates the opportunity to propose on this project. Please do not hesitate to contact us if you have any questions. All communications should be directed to:

Mr. Leo Lentsch, VP, Conservation & Mitigation
Environmental Solutions & Innovations, Inc.
4525 Este Avenue
Cincinnati, OH 45232

Phone: (513) 591-6123
Fax: (513) 451-3321
Cell: (843) 333-3706
E-mail: llentsch@envsi.com

If he is unavailable, please contact:

Ms. Taina Pankiewicz, COO
Environmental Solutions & Innovations, Inc.
4525 Este Avenue
Cincinnati, OH 45232

Phone: (513) 591-4311
Fax: (513) 451-3321
Cell: (513) 910-1676
E-mail: tpankiewicz@envsi.com

**APPENDIX A
RESUMES**



Environmental Solutions & Innovations, Inc.

Real Science, Real Solutions



EDUCATION

M.S., Fishery and Wildlife Biology, Colorado State University, 1985

B.S., Fishery Biology and Zoology, Colorado State University, 1979

PROFESSIONAL CERTIFICATIONS

Rosgen River Restoration and Geomorphology Course

ERSI ArcView and Avenue GIS applications

CEQA and NEPA Application

PROFESSIONAL AFFILIATIONS

Society for Conservation Biology

American Fisheries Society

The Wildlife Society

Desert Fishes Council

Society of Ichthyologists and Herpetologists

Society for Ecological Restoration

AWARDS

Award of Merit, State of Utah: Aquatic Native Species Program

Achievement Award, Utah DNR: Bonneville and Colorado River Cutthroat Trout Conservation Agreements and Establishment Virgin River Recovery Program

The National Foster Recognition Award, USFS: Strawberry Valley Restoration

Award of Merit, American Fisheries Society (Utah): Strawberry Fish Eradication

Leo D. Lentsch

Project Director / Senior Manager

4525 Este Avenue

Cincinnati, OH 45232

513-451-1777

QUALIFICATIONS AND EXPERIENCE

Mr. Lentsch is a seasoned professional with 35 years of experience contributing to the management of the nation's natural by addressing impacts and damages to ecosystems resulting from a large variety of anthropogenic activities. He has a unique set of skills and abilities that were derived from his experience as a private consultant, state employee, and federal employee. He frequently works on complex, controversial and often contentious environmental projects across the U.S. (e.g. Colorado River, Columbia River, San Francisco Bay Delta, ACF Basin). He is an expert on Endangered Species Act (ESA) compliance (e.g. Sections 4, 7, and 10) and taught classes on the subject at the National Conservation Training Center and the University of California. Additionally, he has been selected to serve on multiple interagency advisory teams (e.g. recovery teams) associated with offsetting environmental impacts to ecosystem processes and functions across the US. He specializes in the assessment of potential impacts, as well as mitigation, associated with perturbations to a large variety of ecosystems and the imperiled species they support. For example, he has reviewed and offered technical advice on biological opinions associated with flow management across the U.S. (e.g. ACF Basin, Savana River, Columbia River, Colorado River). To address these types of contentious resource issues, he developed many innovative proactive approaches for resolving natural resource management conflicts. To this end, he is a recognized and often sought-after skilled mediator.

His extensive (50+) project experience includes using a variety of methods that assess environmental perturbations by utilizing, improving and developing sound scientific approaches. He has been a leader in promoting the use of quantitative tools that integrate economic, social, and natural resource values. It is worth noting that, in addition to meeting the goals of the projects, the technical efforts resulted in many valuable reports/publications that contributed to the scientific information associated with assessing and offsetting impacts to natural resources and imperiled ecosystems. Projects of note include:

PROJECTS

American Electric Power, Multi-state, Multi-species Habitat Conservation Plan (HCP) and Environmental Impact Statement (EIS)
Utility-wide
Project Director

Comprehensive HCP covering multiple business activities for consistent, coordinated, and cost-effective application of conservation metrics. It is the nation's largest multi-species HCP addressing the conservation needs of over 300 threatened and endangered species associated with over 40,000 miles of right-of-way and 188 million acres of land. It includes an assessment of baseline conditions, identifies activities that might take ESA protected species, assesses the potential impacts of those activities and identifies a conservation program to offset those effects.

Mr. Leo D. Lentsch



Pennsylvania Game Commission, Pennsylvania State Lands Bat and Forestry HCP and Environmental Assessment (EA)

Pennsylvania

Project Director

HCP designed to permit activities related to forest management on 3.8 million acres of land managed by the Pennsylvania Game Commission and the Department of Conservation and Natural Resources Bureaus of Forestry and State Parks over the next 30 years. The HCP includes an assessment of baseline conditions, identifies activities that might take ESA protected species, assesses the potential impacts of those activities and identifies a conservation program to offset those effects. A separate team is preparing an EA under USFWS guidance and direction. NEPA compliance evaluates impacts associated with the issuance of an incidental take permit (ITP) based on the HCP.

Michigan Department of Natural Resources, Lake States Forest Management HCP and EA

Michigan, Minnesota, Wisconsin

Project Director

HCP designed to allow forest management in the presence of five bat species impacted by White Nose Syndrome. The HCP includes an assessment of baseline conditions, identifies activities that might take ESA protected species, assesses potential impacts of those activities, and identifies a conservation program to offset those effects. A separate team is preparing an EA under USFWS guidance and direction. NEPA compliance evaluates impacts associated with the issuance of an ITP based on the HCP.

USACE, Lower Bois d'Arc Creek Reservoir EIS

Texas

Project Director

NEPA compliance services under a third-party contract with North Texas Water Agency and USACE to revise an EIS for the Lower Bois D' Arc Creek Reservoir. Effort required providing guidance on contentious issues and potential issues that could result in litigation.

Bureau of Land Management (BLM), Clark, Lincoln, and White Pine Counties Groundwater Development Biological Assessment (BA) and Third-Party EIS

Nevada

Project Director

Provided counties with strategic guidance and technical assistance needed to meet the BLM requirements to prepare a defensible BA and an EIS in compliance with NEPA guidelines. Special-status species evaluated for project related impacts included 10 species: 4 birds; 1 each mammal, reptile, and amphibian; and 3 fish (White River spinedace, White River springfish, and Pahump chub).

City of Mesquite, Nevada, Virgin River Habitat Conservation Recovery Program (VRHCRP)

Nevada

Project Manager

VRHCRP is an ESA regulatory compliance project that includes requirements involving both Section 7 and 10 of the ESA. The project includes preparation of a program document that outlines a programmatic process and addresses all compliance requirements. Additionally, the project includes preparation of all supporting documents (i.e., BA and EIS) needed to complete the record of decision.

Utah Division of Wildlife Resources, Strawberry Valley Restoration Project

Utah

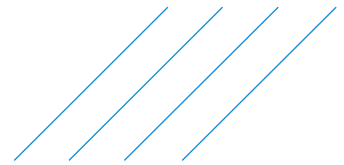
Project Manager

Planned, developed, and implemented the largest wild trout restoration project ever undertaken by the State of Utah. The project was an interagency coordinated approach involving three components for rehabilitating the Strawberry Valley aquatic ecosystem: 1) elimination of undesirable fish, 2) rehabilitation of all streams in the valley, and 3) establishment of a desirable fish community. Culminated in the chemical treatment of all waters in the valley, removal of grazing for a 10-year period, establishment of a new fish community, and physical improvement of over 160 miles of stream channels.

The following table provides additional summary for Mr. Lentsch's relevant project management experience.



Relevant Project Experience (Large-Scale / Challenging Projects)	Program Management	ESA Compliance	NEPA Compliance	Quantified Impact Analysis	Aquatic Resource Alteration	Terrestrial Disturbance Avoidance, Minimization, Mitigation Requirements	Ecosystem Restoration	Alternative Development	Public Involvement	Effectiveness Monitoring	Compliance Monitoring	Adaptive Management
American Electric Power: Multi-state, Multi-species HCP	●	●	●	●	●	●	●	●	●	●	●	●
Bay Delta Conservation Program	●	●	●	●	●	●	●	●	●	●	●	●
BLM: East-Central Nevada Groundwater Development Project in Clark, Lincoln, and White Pine Cos.	●	●	●	●	●	●	●	●	●	●	●	●
BLM: Las Vegas District Consolidated BA	●	●	●	●	●	●	●	●	●	●	●	●
BOEM: Offshore Wind Lease Assessment, Mid-Atlantic Area	●	●	●	●	●	●	●	●	●	●	●	●
BOR: Potential Effects of Climate Change on Listed Species	●	●	●	●	●	●	●	●	●	●	●	●
BOR and USACE: National Large Wood Manual	●	●	●	●	●	●	●	●	●	●	●	●
Casitas Municipal Water District: Ventura River Basin HCP	●	●	●	●	●	●	●	●	●	●	●	●
Casitas Municipal Water District: Robles Fish Passage	●	●	●	●	●	●	●	●	●	●	●	●
King Co., Washington: Multi-Species HCP	●	●	●	●	●	●	●	●	●	●	●	●
Lake States (Michigan, Minnesota, Wisconsin) Forest Practices HCP	●	●	●	●	●	●	●	●	●	●	●	●
Lincoln Co., Nevada: Coyote Springs Land Development HCP	●	●	●	●	●	●	●	●	●	●	●	●
Lower Colorado River Multi-Species HCP and Recovery Plan	●	●	●	●	●	●	●	●	●	●	●	●
Mesquite, Nevada: Virgin River Habitat Conservation and Recovery Program	●	●	●	●	●	●	●	●	●	●	●	●
Metropolitan Water District California: Low Effect HCP	●	●	●	●	●	●	●	●	●	●	●	●
Missouri DNR: Bats and Forestry HCP	●	●	●	●	●	●	●	●	●	●	●	●
Muddy River Recovery Implementation Program	●	●	●	●	●	●	●	●	●	●	●	●
Pennsylvania Game Commission: Bats and Forestry HCP	●	●	●	●	●	●	●	●	●	●	●	●
Semi-tropic Water Conservation District, Bakersfield, CA	●	●	●	●	●	●	●	●	●	●	●	●
Southern Energy: Pittsburg and Contra Costa Power Plant HCP	●	●	●	●	●	●	●	●	●	●	●	●
United Water: FERC Relicensing	●	●	●	●	●	●	●	●	●	●	●	●
United Water: Operation and Maintenance Multi-species HCP	●	●	●	●	●	●	●	●	●	●	●	●
Upper Santa Ana River Water Agencies: Water Development HCP	●	●	●	●	●	●	●	●	●	●	●	●
USACE: Federal Columbia River Power System Bull Trout BA	●	●	●	●	●	●	●	●	●	●	●	●
USACE: Lower Bois d'Arc Creek Reservoir EIS	●	●	●	●	●	●	●	●	●	●	●	●
USACE: Metric Development for National Aquatic Ecosystem Restoration Program	●	●	●	●	●	●	●	●	●	●	●	●
Utah DNR: San Juan River Recovery Implementation Program	●	●	●	●	●	●	●	●	●	●	●	●
Utah DNR: Upper Colorado River Recovery Implementation Program	●	●	●	●	●	●	●	●	●	●	●	●
Washington DNR: Aquatic Lands HCP	●	●	●	●	●	●	●	●	●	●	●	●



Lisa R. Mash

Senior Project Manager

Lisa Mash has over 20 years of professional experience in the environmental consulting industry specializing in National Environmental Policy Act (NEPA) compliance, Endangered Species Act (ESA) Section 7 and 10 consultation, and environmental permitting support, including third-party contractor services for the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Federal Energy Regulatory Commission (FERC). As Senior Project Manager, Ms. Mash has had full responsibility for the successful completion of services in support of Environmental Impact Statements (EISs), Habitat Conservation Plans (HCPs), and Biological Assessments (BAs), including oversight of a complex project team, work product development; coordination with lead agencies at the federal, state, and local level; and overall management of the NEPA and ESA consultation processes. Her extensive experience includes work in resource conservation planning and management and habitat assessments and permitting for the construction and operation of natural gas and petroleum pipelines and storage facilities, beach nourishment and coastal restoration projects, marine terminals, power lines, water transmission and distribution facilities, transportation projects, and master plan activities. She has helped numerous clients with endangered species and land use planning issues; the regulatory permitting process at the federal, state, and local level; and participating in biological monitoring programs throughout the United States.

Ms. Mash's experience includes:

Habitat Conservation Plans (Section 10) and Biological Assessments (Section 7)

Regulatory Coordination, Texas General Land Office, Galveston, TX. Project lead for preparation of the BA for two regulatory permits associated with beach nourishment projects on Galveston Island managed by Galveston Island Park Board of Trustees. The work is proposed pursuant to Section 10 of the Rivers and Harbors Act of 1899 (RHA) and Section 404 of the Clean Water Act. Ms. Mash assisted the project manager on Section 7 consultation with USFWS and USACE Galveston District. **Duration:** 2017-2019

Sargent Segmented Breakwater Study & Permitting Support Services, General Land Office and Matagorda County, Matagorda County, TX. Project lead for preparation of the BA to fulfill USACE requirements as outlined under Section 7(c) of the ESA of 1973, as amended, as it relates to Listed Species, specifically marine sea turtles and bird species (red knot and piping plover), associated with a USACE permit application that would authorize construction of segmented breakwaters and beach nourishment activities. Ms. Mash also leads the consultations with the USFWS and NMFS on the BA. **Duration:** 2018-Current

Southeastern Lincoln County Habitat Conservation Plan, Lincoln County, NV. The Board of Lincoln County Commissioners (BLCC) authorized the development of a Multi-Species Habitat Conservation Plan (MSHCP) and Section 10 permit application to accommodate projected growth on non-federal lands in Lincoln County while protecting federally listed species such as the desert tortoise and southwestern willow flycatcher. While at Cardno ENTRIX, Ms. Mash served as deputy project manager who assisted with the development of the MSHCP and EIS, as well as

Total years of experience

21

Years with firm

5

Education

B.S., Marine Biology, College of Science and Mathematics, University of South Carolina, 1995

Certifications

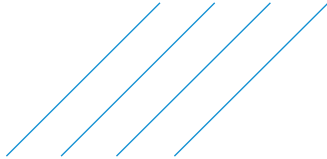
TxDOT Precertified, ESN 23447
PADI Open Water Diver

Professional affiliations

Texas Association of Environmental Professionals
California Association of Environmental Professionals
National Association of Environmental Professionals, Member

Software

Microsoft Office Suite (Access, Excel, Lync/Skype for Business, Outlook, PowerPoint, Word, and Publisher)
Adobe Acrobat Professional



Lisa R. Mash

Senior Project Manager

providing a dynamic interface to support the implementation and management of the project. **Duration:** 2007-2010

Virgin River Habitat Conservation and Recovery Program, Mesquite, NV.

Cardno ENTRIX was responsible for obtaining an incidental take permit for activities administered by the city of Mesquite, providing an ESA compliance mechanism for other activities that can potentially affect ESA protected species, and providing a mechanism to implement species conservation and recovery actions. Ms. Mash was responsible for developing, planning, and coordinating these activities with agency personnel from the City of Mesquite, Clark County, Southern Nevada Water Authority, the Virgin Valley Water District, USFWS, BLM, Nevada Department of Wildlife, and NPS to develop the Virgin River Habitat Conservation and Recovery Program. **Duration:** 2008-2012

NEPA Compliance and Support Services

Third-Party EIS for the Proposed Jasper Ocean Terminal (JOT), Jasper County, SC.

Project Manager currently responsible for the development of the NEPA document and the primary point-of-contact for the USACE Charleston District (lead federal agency), the Applicant (JOT Joint Venture), and the Atkins team. The JOT JV, a partnership between the Georgia Ports Authority (GPA) and the South Carolina Ports Authority (SCPA), is proposing to build and operate a marine container terminal on an approximately 1,500-acre site along the north bank of the Savannah River in Jasper County, SC. Components of the JOT would include conventional terminal components such as vessel access, waterside transfer zones, storage locations, truck transfer zones, an intermodal container transfer facility, a building program, truck gates, transportation connectivity routes, and various marine container terminal support areas. The EIS to assess the potential social, economic, and environmental effects of the proposed construction and operation of a marine container terminal. **Duration:** 2016-Current

Supplemental Environmental Assessment (SEA) for Helicopter Ramp

Expansion at Moody Air Force Base (AFB), GA. Project Manager currently responsible for development of the SEA document, any public involvement, coordination with agencies at the federal, state, and local level, and the primary point-of-contact to the Prime Consultant and Moody AFB. The proposed project is the expansion of a helicopter parking ramp south of the proposed HH-60 and HC-130J hangar as part of Moody AFB's Personnel Recovery Campus Project.

Duration: Ongoing

Phase I Habitat Feasibility Study for a Confidential Client in Mississippi. Project manager currently responsible for development of a feasibility study to assess the current functional habitat value of potential future development sites for Mississippi sandhill crane and to identify potential lands that could provide adequate replacement habitat value. **Duration:** Ongoing



Environmental Solutions & Innovations, Inc.

Real Science, Real Solutions



EDUCATION

B.S., Environmental Biology,
California State Polytechnic
University, 2014

TRAINING AND CERTIFICATIONS

Applying the NEPA Process &
Writing Effective NEPA
Documents – Shipley Group

CEQA Practice Certificate –
University of California San
Diego Extension

Samantha A. Cooke

Project Coordinator

6300 E. Hampden Ave., Unit C, #327
Denver, CO 80222
513-451-1777

QUALIFICATIONS AND EXPERIENCE

Ms. Cooke is an environmental biologist and National Environmental Policy Act (NEPA) specialist. Her experience includes leading ecological surveys and preparing environmental documents in compliance with the NEPA and multiple other federal and state policies. Ms. Cooke's expertise includes permit acquisition planning, development of restoration and preserve management plans, analysis and preparation of Environmental Impact Statements (EISs), Biological Assessments (BAs) and Habitat Conservation Plans (HCPs), and Essential Fish Habitat (EFH) assessments.

PROJECTS

American Electric Power (AEP), Multi-state, Multi-species HCP

Midwest and Eastern United States

Technical Writer

Public utility holding company, whose nine subsidiary companies own and operate one of the largest electric transmission systems in the U.S. with customers in 11 states. The HCP, addressing conservation needs of over 300 threatened and endangered species associated with over 40,000 miles of right-of-way and 188 million acres of land, will provide AEP with a stream-lined process for ESA compliance for activities system-wide. Project responsibilities included preparation of the draft HCP. Described the statutory permit issuance criteria and explained biological standards for covered species involved in the permit issuance decision analysis.

Lennar Corporation, Harmony Grove Village South

California

Stream Restoration Biologist

Mixed-use development requiring State of California certification of an Environmental Impact Report. Responsibilities included preparation of the final habitat management plan for on-site mitigation to enhance the functions and services of Escondido Creek. The final plan included wetland restoration design and enhancement areas using the California Rapid Assessment Method and sensitive species surveys in the baseline and success criteria analysis.

Department of Parks and Recreation, County of San Diego, Sycuan/Sloane Canyon Trail

California

Technical Writer and Field Biologist

Proposed trail alignments included six segments totaling 5.1 miles of non-motorized access. Project goals included providing a link between two regional trails, the Sweetwater River Loop Trail and the California Riding and Hiking Trail within the unincorporated community of Crest-Dehesa in the eastern County of San Diego. Responsible for identifying potential biological constraints during the planning stages of trail alignments to help determine areas of least biological constraint. Drafted the Biological Technical Report under the California Environmental Quality Act (CEQA) boundaries of the adopted Multiple Species Conservation Program South County Subarea Plan.



City of San Diego, Public Utilities Department: Pure Water San Diego

California

Compliance Specialist

Pure Water San Diego is a phased, multi-year program that includes several projects to clean recycled water to produce 30 million gallons per day of purified water, reducing the City's dependence on imported water. Project roles included creating a compliance matrix that housed all mitigation measures by project phase. Review and understanding of the Mitigation, Monitoring and Reporting Program to develop a web application to track compliance and requirements during construction. Conducted delineations and mapping of vernal pools, followed by preparation of a report describing mitigation credit use.

Ocotillo Express, Raven Control Plan

California

Technical Writer and Field Biologist

Plan developed to describe mitigation measures implemented during construction, operations, and maintenance of the Ocotillo Wind Energy Facility. The plan was put in place to monitor the common raven to deter perching, roosting, and preying upon flat-tailed horned lizards. Tasks include drafting the 2018 annual report as part of monitoring and reporting requirements. Helped with additional monitoring requirements including avian point count data collection and drafting reports to document restoration progress.

Federal Energy Regulatory Commission (FERC)/Alaska Gasline Development Corporation, Alaska LNG

Alaska

Fisheries Resource Analyst

Transmission and processing system to commercialize natural gas resources of Alaska's North Slope. Facilities including ~863 miles of transmission pipeline and above ground facilities (compressor stations, heater station, liquefaction facility, and LNG Plant and Marine terminal). Responsible for pre-filing review, analysis, and preparation of fisheries sections of the FERC third-party EIS NEPA document. Included assessments for sensitive fish species in designated EFH streams, fish resources in Denali National Park, and general construction and operation impacts as well as mitigation measures to avoid or minimize impacts to spawning areas, coldwater resident and anadromous fisheries, and subsistence fisheries.

Dominion Energy Transmission, Atlantic Coast Pipeline

North Carolina, Virginia, and West Virginia

Fisheries Resource Analyst

Approximately 600-mile interstate natural gas pipeline. Responsibilities included fisheries resource impact analysis and preparation of sections of FERC 7(c) Resource Report 3. The project impact assessment included multiple section 10 (navigable) waterbodies, perennial, intermittent, and ephemeral coldwater and warmwater streams. Led data management effort to track sensitive streams known to support EFH, state, and federally protected anadromous fish, trout, and freshwater mussels.

Dominion Energy Transmission, Supply Header Project

Pennsylvania and West Virginia

Fisheries Resource Analyst

Approximately 40-mile interstate natural gas pipeline. Responsibilities included fisheries resource impact analysis and preparation of sections of FERC 7(c) Resource Report 3 including developing measures to avoid, minimize, and mitigate for adverse impacts to fish-bearing streams and obtaining Spawning Permits for waterbody crossings in West Virginia.

ONEOK, Greater Sage Grouse and Lesser Prairie Chicken Conservation Plan

Montana and Wyoming

Compliance Specialist

Assisted ONEOK navigate greater sage grouse and lesser prairie chicken regulations. Roles included recommendations to remain in compliance with Wyoming and Montana's Executive Orders. Created a flowchart to navigate construction timelines with consideration of breeding time restrictions and movement corridors to reduce impact to the species. Review of state regulatory documents and correspondence with Wyoming and Montana agencies on a monthly basis until task completion.



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EDUCATION

M.B.A., Lake Superior State University

B.A., Biology, Bemidji State University

Thomas J. Magnuson
Senior Advisor USFWS Procedures
4525 Este Avenue
Cincinnati, OH 45232
513-451-1777

QUALIFICATIONS AND EXPERIENCE

Mr. Magnuson comes to ESI after a distinguished 30-year career with the U.S. Fish and Wildlife Service (USFWS). Prior to his retirement in 2017, Mr. Magnuson served 10+ years as the Habitat Conservation Plan (HCP) Coordinator for USFWS Region 3. As HCP Coordinator, Mr. Magnuson oversaw development and implementation of HCPs, Safe Harbor Agreements, and Candidate Conservation Agreements for states, non-governmental organizations, and diverse business interests; issued Endangered Species Act (ESA) permits; and administered six federal grant programs. Experience gained in this role was used to co-author the USFWS revised Habitat Conservation Planning and Incidental Take Permit Processing Handbook, which is used by USFWS and National Marine Fisheries Service, applicants, consultants, and the courts to guide development and implementation of HCPs and Incidental Take Permits under section 10 of the ESA. Mr. Magnuson was the primary author for Chapter 4 - Communicating and Coordinating (i.e., stakeholder involvement) and Chapter 12 - Net Effects.

From 1992 to 2002, Mr. Magnuson led the development and approval of four new USFWS national wildlife refuges, four major national wildlife refuge land acquisition projects totaling over 100,000 acres, and three national wildlife refuge system Comprehensive Conservation Planning projects. This included writing successful project proposals, conceptual management plans, habitat management plans, comprehensive conservation plans (CCPs), realty feasibility studies, land protection plans, economic impact assessments, and National Environmental Policy act (NEPA) compliance documents (Environmental Assessments [EAs] and Environmental Impact Statements [EISs]).

From 1985-1992, Mr. Magnuson served as a fishery biologist at the Marquette Biological Station (USFWS), where he conducted fish population and aquatic habitat assessments on Lake Superior tributaries (Team Leader of the Quantitative Assessment Team). Prior to that Mr. Magnuson served as a fishery biologist at the Pendills Creek/Hiawatha Forest National Fish Hatcheries (USFWS) where he reared, harvested, and distributed lake trout throughout the Great Lakes.

Prior to his retirement in 2017, Mr. Magnuson was awarded the U.S. Department of Interior's Outstanding Service Award.

PROJECT EXPERIENCE

NiSource Multi-species HCP

Multi-State

Project Manager

Provided guidance and oversight to NiSource and USFWS staff; including preparation of the HCP and NEPA compliance document (primary author). The NiSource HCP covers 15,500 linear miles and over 9 million acres across three USFWS Regions and 14 States and provides NiSource an

Mr. Thomas J. Magnuson



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efficient and effective mechanism to address the conservation needs of listed species on a landscape scale. Considered a model for endangered species conservation and corporate wildlife stewardship, it was called “one of the most ambitious environmental agreements in U.S. history” by *The Wall Street Journal*.

City of Adrian HCP: Topeka Shiner

Minnesota

Project Manager

Provided guidance and oversight to the City of Adrian (permit holder) and USFWS staff, including HCP development and review and NEPA compliance.

Statewide HCP: Karner Blue Butterfly

Wisconsin

Project Manager

Provided guidance and oversight to State of Wisconsin (permit holder), their HCP stakeholders implementing the HCP, and USFWS staff assigned to the project.

Statewide HCP: Karner Blue Butterfly

Michigan

Project Manager

Provided guidance and oversight to applicant and USFWS staff, including HCP development and review and NEPA compliance (EA).

Statewide HCP: Mitchel’s Satyr Butterfly

Michigan

Project Manager

Provided guidance and oversight to applicant and USFWS staff, including HCP development and review and NEPA compliance (EA).

Exelon Quad Cities Nuclear Power Station HCP: Higgin’s Eye Pearly and Sheepnose Mussel

Illinois

Project Manager

Provided guidance and oversight to Exelon (permit holder) and USFWS staff, including HCP development and review and NEPA compliance.

Enbridge HCP: Hine’s Emerald Dragonfly

Michigan

Project Manager

Provided guidance and oversight to Enbridge and USFWS staff; including preparation and review of the HCP and NEPA compliance.

Multiple Wind Farm HCPs: Myotis Species

Ohio, Illinois, Iowa, and Indiana

Project Manager

Provided guidance and oversight to applicants and USFWS staff, including HCP development and review and NEPA compliance (EA/EIS). Wind energy sites included Buckeye, Pioneer Trail, Hoopeston, MidAmerican, Wildcat, and Fowler Ridge.

Wildlife Refuge Comprehensive Conservation Plans (CCP)

Minnesota, Wisconsin, Iowa, Indiana, and Illinois

Project Manager

Tasks varied by site and included comprehensive scoping and public involvement plan, refuge project proposal, realty feasibility study, land protection plan, economic impact assessment, development of the CCP, and NEPA compliance documents (EIS). CCPs were prepared for the following NWRs: Upper Mississippi River, Grand Kankakee Marsh, Illinois River, and Necedah.

National Wildlife Refuge Development

Michigan, Wisconsin, and Missouri

Project Manager

Prepared project proposals, realty feasibility studies, land protection plans, refuge planning and management documents, and associated NEPA compliance documents (EA/EIS) for new national wildlife refuges: Detroit River International, Whittlesey Creek, Big Muddy, and Middle Mississippi River.



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EDUCATION

MS, Wildlife Biology,
Washington State University,
1980

BA, Pre-Professional Zoology,
Ohio Wesleyan University, 1975

PROFESSIONAL CERTIFICATIONS

Certified Wildlife Biologist, The
Wildlife Society

PROFESSIONAL AFFILIATIONS

The Wildlife Society

The Nature Conservancy

Trout Unlimited, Life Member

San Juan Water Conservancy
District Board Member,
Secretary

Geothermal Greenhouse
Partnership Board Member,
President

Allan R. Pfister

Senior Advisor and QA/QC

6300 E. Hampden Ave., Unit C, #327
Denver, CO 80222
513-451-1777

QUALIFICATIONS AND EXPERIENCE

Mr. Pfister is a Certified Wildlife Biologist with 37 years of experience working with federal and state agencies and local governments to balance endangered and sensitive species needs with the needs of society. His experience includes 19 years with the U.S. Fish and Wildlife Service (USFWS) in various capacities including Regional Habitat Conservation Plan (HCP) Coordinator. He contributed to the development, issuance, and implementation of more than 15 HCPs under Section 10 of the Endangered Species Act (ESA) ranging in size from 80 to 890,000 acres and addressing various interests including county and city governments, state parks, water and infrastructure needs, residential and commercial development, and recreation. Mr. Pfister's experience also includes serving as USFWS National Conservation Training Center Instructor for Habitat Conservation Planning for Endangered Species taught in Shepherdstown, West Virginia; Denver, Colorado; and Honolulu, Hawaii.

Mr. Pfister's career with USFWS also comprised contribution to the development, issuance, and implementation of four wetland mitigation banks and two Candidate Conservation Agreements with Assurances. He supervised USFWS involvement in development, implementation, and/or revision of six U.S. Forest Service (USFS) land use and activity plans, 10 Bureau of Land Management (BLM) resource management plans, and several National Park Service (NPS) land use plans. He was also USFWS signatory on over 350 Biological Opinions and over 2,000 informal consultations under Section 7 for a multitude of fish, wildlife, plant, and invertebrate species issues. All activities were conducted to ensure appropriate coordination and compliance with the ESA, National Environmental Policy Act (NEPA), Clean Water Act, Bald and Golden Eagle Act, and Migratory Bird Treaty Act (MBTA).

PROJECTS

Clark County, Multi-Species Habitat Conservation Plan (MSHCP)

Nevada

Assistant Field Supervisor

Thirty-year HCP and Incidental Take Permit (ITP) covering residential and commercial development, utility and infrastructure needs, and recreation on five million acres for four listed and 72 covered species. Involved seven counties, six cities, and the Nevada Department of Transportation.

Clark County, MSHCP Amendment

Nevada

Deputy Project Manager

Working with Clark County and five cities to amend MSHCP permit issued in 2001 to reduce plan area and number of covered species from 72 to 23 as well as revising conservation strategy, developing habitat functionality models for covered species/ecosystems, and preparing other documents necessary for compliance with ESA Section 10 permit issuance criteria and NEPA under 2016 revised USFWS/NMFS HCP Handbook.



Mountain Studies Institute and Trout Unlimited, Upper San Juan River Watershed Enhancement Partnership

Colorado

Executive Committee Member

Executive member of steering committee developing plan to involve county and town officials and other stakeholders in determining the environmental and recreational needs of the watershed, and how those needs can be met while complying with Colorado water law as well as addressing the agricultural and municipal water needs within the watershed. Currently developing a Stream Management Plan under Colorado State Water Plan of 2015.

BLM Uncompahgre Field Office, Gunnison Sage-Grouse Biological Assessment

Colorado

Principal and Primary Author

Biological assessment for Gunnison sage-grouse in support of Uncompahgre Field Office cattle and sheep grazing programs. Currently revising due to amended proposed action.

Metro Bakersfield HCP

California

Regional HCP Coordinator

Twenty-year HCP/ITP covering residential and commercial development as well as utility and infrastructure needs on 262,000 acres in relation to impacts on 3 listed mammals and 2 listed herptiles. Involved Kern County, City of Bakersfield, and California Department of Fish and Game. Ensured compliance with California's State Endangered Species Act.

Natomas Basin Revised HCP

California

Regional HCP Coordinator

Fifty-year HCP/ITP covering residential and commercial development, utility and infrastructure needs, and agricultural and water activities on 53,362 acres in relation to impacts on eight listed species - 3 invertebrates, 1 bird, 1 snake, and 3 plants. Involved Sutter County, City of Sacramento, and California Department of Fish and Game. Ensured compliance with California's State Endangered Species Act.

San Luis Valley HCP

Colorado

USFWS Project Leader

USFWS's project leader cooperating with Rio Grande Water Conservancy District, six counties, and over 15 townships to obtain ESA Section 6 funding for HCP covering southwestern willow flycatcher and yellow-billed cuckoo enabling compilation and completion of HCP.

San Juan River Recovery Implementation Committee

California, Colorado, New Mexico, Utah

USFWS Representative

Interregional committee comprised of federal and state agencies, tribal nations, and environmental organizations directing management and implementation of endangered fish recovery program ensuring ESA Section 7 compliance. Served as USFWS Region 6 Representative.

USFS, White River National Forest Land Use Plan Revision

Colorado

USFWS Project Leader

Land use plan revision dealing with recreation, energy development, endangered species (Canada lynx, Mexican spotted owl, and various listed plants), and migratory bird issues for the White River National Forest, one of the most heavily used forests in the U.S. Served as the USFWS' project leader cooperating with Forest and Colorado Division of Wildlife ensuring compliance with ESA, MBTA, and NEPA.

Gunnison Sage-grouse Rangewide Plan Steering Committee, Conservation Plan

Colorado and Utah

USFWS Project Leader

Conservation plan for the ESA candidate (now listed) species Gunnison sage-grouse. Range-wide steering committee comprised biologists from state wildlife agencies, USFWS, NPS, BLM. and USFS.



Donald R. Deis, CEP

Vice President/Principal Scientist

Don Deis has 40 years of experience in the environmental science field as a consultant to industry and government. Based in Jacksonville, Florida, his areas of interest include environmental evaluation, assessment, and monitoring of marine, estuarine, and coastal projects; restoration of estuarine and marine ecosystems; and environmental rules and regulation. Mr. Deis has both domestic and international experience developing environmental assessments and environmental impact statements. He has experience in evaluation (modeling) and assessment (monitoring) of restoration projects. Mr. Deis has authored or coauthored hundreds of technical reports, published articles, and presented at conferences in his areas of interest.

Mr. Deis' Atkins project experience includes:

Florida Department of Environmental Protection, Tallahassee, FL. Lead scientist on the identification and restoration of propeller-scar damaged areas in seagrasses in St. Joseph Bay, Alligator Harbor, and St. Andrews Bay Aquatic Preserves. **Duration:** January 2018-Current

Florida Department of Transportation, District 2, Lake City, FL. Project Manager/Lead Scientist. Served as lead on studies associated with Egans Creek restoration plan on Amelia Island. Studies included characterization of habitats, soil salinity measurements, oversight on installation and maintenance of water quality data stations. Developed adaptive management plan for Egans Creek Greenway restoration. Presented concepts at public meetings, managed a peer review and value engineering process. Managed final design and implementation. **Duration:** January 2012-June 2014

St. Lucie Inlet Federal Navigation Project, Martin County, FL. Provided environmental support for Martin County's Coastal Engineering Department assisting them in their role as local sponsor to the U.S. Army Corps of Engineers for the St. Lucie Inlet Federal Navigation project. Atkins performs several support tasks for inlet maintenance including annual bathymetric surveys, inlet condition surveys, construction management and oversight, state funding requests and grant progress reports, acquisition of regulatory permits, maintaining permit compliance, physical and environmental monitoring of the inlet, beach, and coast of Martin County, all in coordination with state and federal agencies. **Duration:** March 2011-Current

Joint Coastal Permit Program Support, Florida Dept. of Environmental Protection, Tallahassee, FL. Permitting manager/technical advisor. Served as a permit processor on beach restoration projects and port related projects. **Duration:** 2002-2009

Long-Term Strategic Beach Management Program, Florida Dept. of Environmental Protection, Tallahassee, FL. Senior coastal scientist. This six-year contract with Florida Department of Environmental Protection required the development and implementation of a long-term SBMP to restore critically eroding beaches in Florida. The program included understanding the ecological significance of nearshore hardbottom and creating a program to properly mitigate for those impacts. **Duration:** 2003-2009

Total years of experience

40

Years with firm

23

Education

M.S., Marine Biology/Ecology, Florida Atlantic University, 1978

B.S., Biology, Wright State University, 1974

Certifications

Certified Environmental Professional (CEP), #91032285

YMCA Open Water Diver

NAUI Nitrox

PADI Advanced Diver

PADI Rescue Diver

O₂ delivery, First Aid, CPR Certifications, Licensed Captain (uninspected passenger vessel)

Professional affiliations

Academy of Board Certified Environmental Professionals, Past Board President

National Association of Environmental Professionals, Member, Florida and state regional affiliate

Coastal and Estuarine Research Federation

Donald R. Deis, CEP

Vice President/Principal Scientist

St. Johns River for the St. Johns River Water Management District, Palatka, FL.

Project manager on a program to develop total maximum daily loads through understanding the nutrient levels that trigger cyanobacteria blooms. Managed embedded staff performing seagrass studies, GIS, and water quality studies.

Duration: 2001-2005

IRL Muck Dredging Projects, Brevard County, FL. Environmental lead targeting muck sediment removal as a method to improve water quality in the Indian River Lagoon. The Florida Department of Environmental Protection awarded \$10 million in grant funding to Brevard County for muck removal projects in the Indian River Lagoon and its tributaries. Atkins is assisting the County in the identification and permitting of projects. **Duration:** September 2014-Current

CERP, South Florida Water Management District/USACE, Jacksonville District, South FL. Senior project manager to USACE Jacksonville District, on the CERP, for which Atkins provided program management support services including technical reviews and expertise, project controls, meeting logistics support, technical writing and publication support, and management of a small business subcontracting program. Provided technical support and expertise to the estuarine areas of CERP for RECOVER. For RECOVER, assisted in the facilitation of the southern coastal systems subteam of the assessment team and the evaluation team. These teams support CERP alternatives evaluation (modeling) and monitoring. **Duration:** 2001-2012.

Isaac Rhodes Robinson, Jr., CEP, PWS

SENIOR CLIENT DEVELOPMENT MANAGER

PROFESSIONAL EXPERIENCE

Rhodes is a Certified Environmental Professional and a Professional Wetland Scientist with academic experience and training in wildlife management, wildlife field studies, wetland ecology, coastal ecology, mitigation banking, vertebrate biology, vertebrate taxonomy, botany, and ecosystem ecology. As CEO of an 80-person firm, Rhodes is involved with large-scale planning and permitting, he is recognized for implementing innovative approaches and solutions to environmental issues, and resolution of disputes. He also has had significant training in systematic botany including taxonomy of the grasses, rushes, and sedges, and general ecology with emphasis on coastal ecology. He has been involved with wetland studies on several million acres of land and has extensive experience in coordination with regulatory agencies, site analysis, development planning, and expert witness.

Rhodes provides corporate quality control supervision, project management, and technical support for all company resource analysis projects. Rhodes is particularly experienced in wetlands and endangered species ecology. He has prepared text for numerous projects, and his responsibilities extend into literature review and synthesis, biotic community mapping, aerial photograph interpretation, editing, and public agency contacts. He has performed field and writing tasks and has served in various leadership roles for numerous impact assessments of airport, highway, commercial, and residential development; evaluation and mitigation of impacts of various activities in wetland areas; natural resource inventory; projects as large as 125,000 acres; time-critical field water quality surveys; analysis of water quality data; environmental impact assessment of operation of military installations; master planning for water resources projects; environmental assessment for major industrial development; wetland mitigation banks in Florida, Georgia, South Carolina, and North Carolina; hazardous and toxic materials audits; and analysis for numerous Developments of Regional Impact (DRI's) in Florida.

PROJECT EXPERIENCE

- Big South Fork National River and Recreation Area Master Plan, TN
- J. Percy Priest Reservoir Master Plan Update, Nashville, TN
- Walter F. George and George W. Andres Reservoir Master Plan Updates, GA & AL
- Red River Waterway Recreation Master Plan, LA
- Fort Bragg water quality study, NC
- Permitting, wetland delineation, endangered & threatened species survey, mitigation, planning, water quality monitoring, expert witness, Trail Ridge Landfill, Duval County, FL
- Wetland delineation, endangered/ threatened species assessment, permitting, and mitigation for 50 year life expansion of Trail Ridge Landfill.
- Gopher tortoise relocation, permitting, Turkey Trot Landfill, Washington County, AL
- Wetland assessment, permitting, Old Kings Road Landfill Expansion, Duval County, FL
- Permitting, wetland delineation, NPDES permitting, Nassau County Landfill, Nassau County, FL
- Wetland delineation, permitting, archaeological investigations, Perry County Landfill, Perry County, AL
- Wetland delineation, permitting, mitigation plans, mitigation compliance, endangered & threatened species survey, Broadhurst Landfill, Wayne County, GA.
- Wetland delineation, endangered & threatened species survey, Jesup Inert Landfill, Wayne County, GA
- Wetland delineation, endangered & threatened species survey, Ware County Landfill, Ware County, FL
- Wetland delineation, resource agency coordination, permitting, mitigation, East Carolina Municipal Solid Waste Landfill, Bertie County, NC
- Wetland delineation, Chevis Road Landfill, Chatham County, GA
- Wetland delineation, Camden County Inert Landfill, Camden County, GA
- Wetland delineation, permitting, endangered & threatened species assessment, Forsyth County Landfill, Forsyth County, GA



EDUCATION

Master of Science, Wildlife Biology,
North Carolina State University, 1977

Bachelor of Science, Wildlife Biology,
North Carolina State University, 1974

Bachelor of Science, Textile
Technology, North Carolina State
University, 1970

AFFILIATIONS

Society of Wetland Scientists, Past
Chair Ways and Means Committee

Society of Wetland Scientists
Professional Certification Program,
Past Committee Chair, Past
President

Association of State Wetland
Managers

National Association of
Environmental Professionals

American Water Resources
Association

Northeast Florida Builders
Association, Past Board of Directors
Member

City of Jacksonville Tree Commission
Committee Member

CERTIFICATIONS

Certified Environmental Professional
(CEP #02428)

Professional Wetland Scientist

YEARS OF EXPERIENCE: 37

YEARS AT FIRM: 34

Isaac Rhodes Robinson, Jr., CEP, PWS (continued)

- Pace Island Florida Quality Development (1,000 acres), Clay County, FL1
- Villages of Seminole Forest Florida Quality Development (60,000 acres), Clay and Putnam Counties, FL1
- Environmental assessment and permitting, Food Lion Warehouse and Distribution Center (1,000,000-square foot facility), Clay County, FL 1
- Riverton DRI (4,500 acres), St. Johns County, FL 1
- Nocatee DRI (14,000 acres), St. Johns County, FL1
- Southwood Plantation DRI (8,500 acres), Leon County, FL 1
- Suwannee Trails Resort DRI (4,000 acres), Hamilton County, FL1
- Brevard Mall, Brevard County, FL1
- Freedom Commerce Center DRI (800 acres), Duval County, FL1
- Knight Commerce Center DRI (250 acres), Boca Raton, FL1
- The Avenues Mall DRI (500 acres), Duval County, FL1
- Deerwood Park DRI (1,500 acres), Duval County, FL1
- Duval North Commerce Center DRI (600 acres), Duval County, FL 1
- Clear Lake Mall DRI (1,000 acres), Duval County, FL 1
- Fernandina Port Remote Industrial Site DRI (400 acres), Nassau County, FL 1
- Poinciana DRI (30,000 acres), Polk and Orange Counties, FL1
- St. Johns Forest DRI (20,000 acres), St. Johns County, FL1
- Savannah Club DRI (1,000 acres), St. Lucie County, FL1
- Little River FQD (3,000 acres), Martin County, FL1
- Environmental assessment, Ray Bond Tract (50,000 acres), Putnam and Volusia Counties, FL
- Environmental assessment, Richmond Hill Forest (30,000 acres), Bryan County, GA
- Evaluation of hydrologically sensitive areas (SJRWMD), Duval County, FL
- PUD application and environmental planning, The Reserve, St. Lucie County, FL
- Environmental assessment, Delta Farms (8,000 acres), Indian River County, FL
- Master plan environmental assessment, Whalehead Beach, NC
- Site analysis of numerous properties, Duval County, FL, and vicinity
- Loxahatchee River Environmental Control District Section 404 Permit Application for New Pipeline, Palm Beach County, FL
- Highway route selection and environmental impact statement, Hilton Head, SC
- EIS for high level crossing of Cape Fear River, Wilmington, NC
- EIS for Forest Highway 13 improvements, Apalachicola National Forest, FL
- EIS for US 301 improvements, Starke, FL
- EPA advanced identification study, St. Johns Forest, St. Johns County, FL
- EPA advanced identification study, Western Chatham County, GA
- Jurisdictional wetland determination, Kinnakeet Shores, NC
- Environmental assessment, Silver Springs, FL
- Environmental Assessment for Metropolitan Park Conversion, Jacksonville, FL
- Wetland Mitigation Banks
 - Northeast Florida Wetland Mitigation Bank, Duval County, FL
 - Green's Creek Mitigation Bank, Clay County, FL
 - Levy's Prairie Mitigation Bank, Levy County, FL
 - Treasure Coast Mitigation Bank
 - St. Johns Mitigation Bank
 - Numerous other mitigation banks in FL, GA, SC, NC, VA, MS, TX



Cheryl Wapnick Propst, MS, CSE

Senior Scientist/Project Manager

Cheryl Propst has an 18-year environmental sciences background focusing on the development and quality assurance and quality control (QA/QC) of National Environmental Policy Act (NEPA) compliance documents, water quality analysis, and marine habitat monitoring and restoration. Ms. Propst has managed interdisciplinary teams in the preparation of Environmental Impact Statements (EISs) and Environmental Assessments (EAs) and provided coordination with lead and support agencies, oversight of agency consultations, management of subcontractors and consultants, budgeting, scheduling, and overall management of tasks and deliverables. In addition to her role as an EIS Project Manager (PM), Ms. Propst has served as Deputy PM, Project Quality Manager, technical lead, and independent reviewer on NEPA and restoration projects.

Ms. Propst's Atkins project experience includes:

Peace Creek Watershed Sustainable Water Resources Management Plan Development Services, City of Winter Haven, FL. Ms. Propst was the project manager for the development of a sustainable water resources management plan which included significant stakeholder participation. The backbone of the plan is an interconnected network of lakes, canals, wetlands, aquifers, open spaces, and parks, designed to meet the long-term water resource needs of the community, including supply (water quantity), treatment (water quality), flood protection, and the preservation of natural resources. This plan was adopted by the Winter Haven City Commission in December 2010. **Duration:** 2009 – 2010

Indian River Lagoon Seagrass Restoration Project, Florida Department of Environmental Protection. Ms. Propst was the Deputy Project Manager responsible for assisting in providing a solution for seagrass loss in the Indian River Lagoon in areas that have altered bathymetry (spoil islands and dredge holes). The project involved the development of a GIS model to assist in the location and assimilation of historical and existing seagrass GIS data. The model was ultimately used to select five potential restoration sites for which a feasibility and prioritization plan for the restoration of the areas as well as engineering drawings were prepared. **Duration:** 2006 – 2007

Harbour Isle Development Company, Harbour Isle Seagrass Transplantation Project, Ft. Pierce, FL. Ms. Propst worked closely with the client and marine contractor as the Deputy Project and Field Manager to ensure site preparation to permit specifications. She was also responsible for organizing and coordinating personnel and transplantation activities and developing a five-year monitoring program. Her responsibilities continued with the management and implementation of the monitoring program including the collection and analysis of field data and the preparation of each event's final report. **Duration:** 2004 – 2007

Third-Party EIS for the Proposed Port of Gulfport Expansion Project, Gulfport, Harrison County, MS, Mississippi State Port Authority (MSPA) and U.S. Army Corps of Engineers (USACE) Mobile District. Ms. Propst was the Project Manager for this third-party contractor (TPC) arrangement and, as such, provided client-facing support and internal team coordination and management. Atkins assisted the USACE in preparing an EIS that addresses potential impacts associated with the construction and operation of a project proposed by the MSPA. The proposed

Total years of experience

18

Years with firm

16

Education

M.S., Marine Sciences, University of South Alabama, 2003

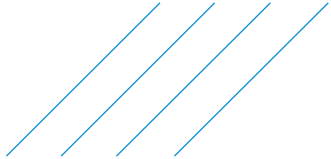
B.S., Biology and Environmental Science, Tufts University, 1997

Certifications

Certified Senior Ecologist, Ecological Society of America, 2012

Professional affiliations

Ecological Society of America



Cheryl Wapnick Propst, MS, CSE

Senior Scientist/Project Manager

Project addressed over 200 acres of impacts to estuarine mud and sand bottom in the Mississippi Sound, the construction of wharfs, bulkheads, terminal facilities, container storage areas, intermodal container transfer facilities, dredging and dredged material disposal and infrastructure, and construction of a breakwater of approximately 4,000 linear feet. The National Marine Fisheries Service (NMFS), U.S. Environmental Protection Agency (EPA) and Mississippi Development Authority were cooperating agencies on the EIS. Ms. Propst supported development of the Biological Assessment (BA) and coordinated with the U.S. Fish and Wildlife Service (USFWS) and NMFS in fulfilling their obligations under the Endangered Species Act. Species evaluated in the BA include Gulf sturgeon, piping plover, Rufa red knot, West Indian manatee, five sea turtle species, and five whale species. **Duration:** 2014-2018

Third-Party EIS for the Proposed Navy Base Intermodal Container Transfer Facility, North Charleston, South Carolina, Palmetto Railways and USACE Charleston District. For Palmetto Railways and the USACE Charleston District, Atkins completed an EIS for a proposed intermodal container transfer facility (ICTF) project and associated road and rail improvements. Atkins' interdisciplinary project team prepared all of the documents and materials necessary for the EIS, under the technical direction and management of the USACE Charleston District. Ms. Propst was the Financial Project Manager for this project and authored the Water Quality, Mitigation, Clean Water Act Section 404(b)(1), and other sections for this EIS. Ms. Propst assisted extensively with the coordination and QA/QC of other sections, including protected species and the Essential Fish Habitat (EFH) appendix. Protected species evaluated in the EIS included but were not limited to, the flatwoods salamander, piping plover, red knot, wood stork, West Indian manatee, and four sea turtle species. The Federal Railroad Administration and EPA were cooperating agencies on the EIS. **Duration:** 2014-2019

Third-Party EIS for the Proposed Jasper Ocean Terminal, Hardeeville, SC, Jasper Ocean Terminal Joint Venture and USACE Charleston and Savannah Districts. Ms. Propst is the Project Quality Manager for this TPC arrangement. Atkins is assisting the USACE Charleston and Savannah Districts in preparing an EIS that addresses the potential social, economic, and environmental impacts of the proposed construction and operation of a marine container terminal along the Savannah River. **Duration:** 2016-Current

Third-Party EIS Proposed Widening of Pascagoula Lower Sound/Bayou Casotte Channel, Pascagoula, MS, Jackson County Port Authority and USACE Mobile District. As senior scientist, Ms. Propst prepared various sections of the EIS and performed a technical edit and QA/QC review of the document. This project involved preparing an EIS for the widening of the Lower Sound and Bayou Casotte Legs of the Pascagoula Harbor Channel, as commissioned by the Jackson County Port Authority/Port of Pascagoula. The channel widening improvements are intended to increase channel capability and efficiency. The NMFS and U.S. Coast Guard (USCG) were cooperating agencies on the EIS. The EIS evaluated the environmental impacts of the applicant's proposed channel widening. **Duration:** 2010-2012



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EDUCATION

Ph.D., Biology, Indiana State University, 2003

M.S., Biology, Fort Hays State University, 1996

B.S., Biology, Murray State University, 1993

PROFESSIONAL CERTIFICATIONS

Certified Wildlife Biologist: The Wildlife Society

Certified Senior Ecologist: Ecological Society of America

Qualified Indiana Bat Surveyor: Commonwealth of Pennsylvania

PROFESSIONAL AFFILIATIONS

American Society of Mammalogists, Life Member

The Wildlife Society, 2000-Present

Society for Conservation Biology, 1996-2006

Southwestern Association of Naturalists, 1994

Dale W. Sparks, Ph.D.

Covered Species Task Leader

4525 Este Avenue

Cincinnati, OH 45232

513-451-1777

QUALIFICATIONS AND EXPERIENCE

Dr. Sparks is a Certified Wildlife Biologist and a Certified Senior Ecologist involved in a variety of regulatory compliance efforts in terrestrial ecology encompassing herpetology, ornithology, and mammalogy. He is versed in interactions between multiple and intertwining levels of compliance and how those fit under the National Environmental Policy Act (NEPA) umbrella. He manages Endangered Species Act (ESA) and related NEPA compliance efforts that range in size from large, programmatic plans to one-time local developments. His experience includes drafting Biological Evaluations (BEs), Biological Assessments (BAs), Habitat Conservation Plans (HCPs) and Environmental Impact Statements (EISs) for projects in the energy, transportation, forest products, and real estate industries across multiple states. In many respects, Dr. Sparks bridges the gap between more traditional wildlife biologists and ecological modelers. He champions the use of mathematical techniques to develop distribution models that assess distribution and density of species within an area and uses these data to extrapolate impacts at three regulatory scales: direct, indirect, and cumulative.

PROJECTS

American Electric Power (AEP), Multi-state, Multi-species HCP

Ohio, Kentucky, Indiana, Michigan, West Virginia, Virginia, Tennessee, Arkansas, Oklahoma, Texas, Louisiana

Technical Lead, Protected Species

HCP providing AEP with a stream-lined process for ESA compliance for activities related to building and expanding substations and transmission lines system-wide. It is the nation's largest multi-species HCP addressing conservation needs of over 300 threatened and endangered species associated with over 40,000 miles of right-of-way and 188 million acres of land. Responsible for developing take estimates and mitigation planning for covered species.

Pennsylvania Game Commission, State Lands Bat and Forestry HCP

Pennsylvania

Lead Technical Scientist

Identified and quantified projected management activities over next 30 years that might impact bats and developed distribution models to assess number of bats likely to occur in an area and a way to extrapolate impacts on three regulatory scales: direct, indirect, and cumulative.

Missouri Department of Conservation, HCP

Missouri

Lead Technical Scientist

HCP designed to allow habitat management in the presence of five bat species impacted by White Nose Syndrome (Indiana, gray, northern long-eared, little brown, and tricolored bats). Responsible for developing landscape-level models of bats and how these species are impacted by habitat management practices on lands throughout Missouri.



Lake States, Forest Management HCP

Minnesota, Wisconsin, and Michigan

Lead Technical Scientist

HCP designed to allow forest management in the presence of four bat species impacted by White Nose Syndrome. Responsible for developing landscape-level models to determine how these species are impacted by forest management practices.

Midwest Energy, Multi-species HCP EIS

Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin

Lead Technical Scientist

EIS to evaluate impacts of developing more than 51,000 megawatts of wind energy across an eight-state region on three species of bats covered by the HCP, as well as all other bats in the region. Evaluation included development of models to estimate mortality of bats and to compare four alternatives. Further managed biologists responsible for completing similar analyses for aquatic macroinvertebrates and surface waters.

Oil and Gas Coalition, Multi-state HCP EIS

Ohio, Pennsylvania, and West Virginia

Protected Species Lead

Evaluating impacts to biological resources and developing biological sections of USFWS third-party EIS for HCP being developed by an Oil and Gas Coalition for five bat species in support of a 50-year incidental take permit.

NCHRP, Artificial Bat Roost Mitigation Designs and Standardized Monitoring Criteria

Nationwide

Lead Technical Scientist

Meta-analysis of published and unpublished records of bats using artificial roosts including bridges, culverts, and stand-alone artificial roosts (e.g., bat boxes). Results provide new insight into techniques to develop successful mitigation efforts aimed at bats.

Ohio Department of Transportation, Sunday River Mitigation Site

Ohio

Lead Technical Scientist

Evaluation of existing stream mitigation site to provide suitable mitigation for the endangered Indiana bat. Provided analysis of best available science which included confidential distributional data maintained by the U.S. Forest Service and the Ohio Department of Natural Resources, publicly available mine maps, field surveys to locate and observe bat activity at mine openings, as well as evaluation of extensive acoustic monitoring.

Indiana Department of Transportation, Interstate 69 Expansion

Indiana

Project Manager (Long-term Monitoring)

Tier 1 and 2 multi-species (bats, mussels, birds, fish, herps, and plants) field studies and ESA reporting for preconstruction impact assessment, and post-construction conservation monitoring compliance efforts and bat responses to highway development.

American Electric Power, Wyoming-Jacksons Ferry 765kv Transmission Line

Virginia and West Virginia

Project Manager (Long-term Monitoring)

Support for 90-mile power line EIS. In addition, responsible for endangered species surveys, multi-species BA (Indiana bat, Virginia big-eared bat, bald eagle, and four species of plants) and BE for Forest Sensitive Species where project crossed Jefferson National Forest.

Confidential Client, Real Estate Development

Ohio

Project Manager

Drafted BE in three business days to support construction of a new factory where forested wetlands are considered potential habitat for ESA-listed bats. The analysis concluded that removing habitat during winter would not result in physical harm to protected bats due to the abundance of higher quality habitat in the surrounding landscape.



Environmental Solutions & Innovations, Inc.

Real Science, Real Solutions

Natasha A. Brown, Ph.D.

Covered Area Task Leader

4525 Este Avenue

Cincinnati, OH 45232

513-451-1777



EDUCATION

Ph.D., Biological Sciences,
University of Cincinnati, 2018

M.S., Wildlife Science, Purdue
University, 2010

B.S., Environmental and
Forestry Biology, State
University of New York, 2005

QUALIFICATIONS AND EXPERIENCE

Dr. Brown is a population ecologist whose work explores the mechanisms influencing wildlife populations and community dynamics. She applies innovative ecological modeling techniques to understand and predict changes in species richness and abundance. These models can then be used to understand a variety of project-level impacts. For example, Dr. Brown was closely involved in the production of models that are used to estimate the impacts of forest-management practices on bats and their habitat for the Pennsylvania, Lake States, and Missouri Bats and Forestry Habitat Conservation Plans (HCPs). Dr. Brown's experience includes a wide variety of field techniques used for studies involving mammals, birds, Lepidoptera, trees, snakes, turtles, and aquatic and terrestrial herbaceous vegetation.

PROJECTS

American Electric Power (AEP), Multi-state, Multi-species HCP

Ohio, Kentucky, Indiana, Michigan, West Virginia, Virginia, Tennessee, Arkansas, Oklahoma, Texas, Louisiana

Ecologist

HCP designed to allow electrical utility to meet Endangered Species Act compliance for multiple species for new construction and line rebuild activities. It is the nation's largest multi-species HCP addressing conservation needs of over 300 threatened and endangered species associated with over 40,000 miles of right-of-way and 188 million acres of land. Led development of species distributions, take estimates, simulated build-out models, and mitigation planning for 12 covered species including bat, bird, insect, and snake species using ArcGIS and program R.

Pennsylvania Game Commission, State Lands Bat and Forestry HCP

Pennsylvania

Ecologist

Assisted in quantification of projected activities over next 30 years that might impact bats, developed distribution models using ArcGIS and Maxent for 2 species of bats, and identified ways to extrapolate impacts on multiple regulatory scales.

Lake States, Forest Management HCP

Minnesota, Wisconsin, and Michigan

Ecologist

HCP designed to allow forest management in the presence of four bat species impacted by White Nose Syndrome. Assisted in developing landscape-level models using ArcGIS to determine how these species are impacted by forest management practices.

Missouri Department of Conservation, HCP

Missouri

Ecologist

HCP designed to allow habitat management in presence of five bat species impacted by White Nose Syndrome (Indiana, gray, northern long-eared,



little brown, and tri-colored bats). Using ArcGIS, led development of landscape-level models of bats and identified how the species are impacted by habitat management practices on lands throughout Missouri.

Oil and Gas Coalition, Multi-state HCP EIS

Ohio, Pennsylvania, and West Virginia

Ecologist

Evaluation of impacts to biological resources and development of biological sections of USFWS third-party Environmental Impact Statement for HCP being developed by an Oil and Gas Coalition for five bat species in support of a 50-year incidental take permit.

National Cooperative Highway Research Panel, Artificial Bat Roost Mitigation Designs and Standardized Monitoring Criteria

Nationwide

Ecologist

Assisted in meta-analysis of published and unpublished records of bats using artificial roosts including bridges, culverts, and stand-alone artificial roosts (e.g., bat boxes). Results provide new insight into techniques to develop successful mitigation efforts aimed at bats.

MVP, Mountain Valley Pipeline

Virginia

Biologist

Mist net surveys, radiotelemetry, and subsequent emergence counts for federally listed bats along portions of proposed 301-mile interstate natural gas pipeline.

AEP / Indiana Michigan Power Company, Bosserman Substation

Indiana

Biologist

Radio telemetry for tagged northern long-eared bats as part of continuing consultation in LaPorte County. Also completed emergence counts of subsequently identified roost trees.

University of Cincinnati, University of Pittsburgh, and Pymatuning State Park at Pymatuning Reservoir

Pennsylvania

Ecologist

Evaluation of current species richness models for small mammals, song birds, trees, and Lepidoptera. Comparisons among models completed via simulation and model improvement with program R.

University of Cincinnati & Chevron Corporation and Hamilton County Parks

Ohio

Ecologist

Comparison of primary and secondary productivity of upland forests, grassland, restored wetlands, and riparian forest in renovated industrial complex versus park system. Field experience handling and identifying small & meso-sized mammals and herbaceous and woody plant species. Statistical analyses completed with program R.

SELECT PUBLICATIONS

Urban, N.A. and S.F. Matter. 2018. Metapopulation Mirages: Problems Parsing Process from Pattern. Ecological Modeling.

Urban, N.A. and R.K. Swihart. 2013. A pre-treatment assessment of small mammals in the hardwood ecosystem experiment. in The Hardwood Ecosystem Experiment: a framework for studying responses to forest management. Gen. Tech. Rep. Swihart, Robert K.; Saunders, Michael R.; Kalb, Rebecca A.; Haulton, G. Scott; Michler, Charles H., eds. NRS-P-108. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northern Research Station. 350 p.

Urban, N.A., Swihart, R.K., Malloy, M.C., and J.B. Dunning, Jr. 2011. Improving selection of indicators when detection is imperfect. Ecological Indicators 15:188-197.



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Real Science, Real Solutions



EDUCATION

Ph.D., Fish and Wildlife Biology and Management, State University of New York, 2011

M.S., Fish and Wildlife Biology and Management, State University of New York, 2003

B.A., Zoology, Oregon State University, 1994

PROFESSIONAL CERTIFICATIONS

Habitat Conservation Planning for Endangered Species: USFWS NCTC

Environmental Review and Compliance for Natural Gas Facilities: FERC

Interagency Consultation for Endangered Species: USFWS New York Field Office

Interagency Consultation for Endangered Species: USFWS NCTC

Certified Wildlife Biologist: The Wildlife Society

PROFESSIONAL AFFILIATIONS

The Wildlife Society

Ornithological Society of North America

Women of Renewable Industries and Sustainable Energy

National Habitat Conservation Plan Coalition

Wendy J. Jensen, Ph.D.

HCP Implementation Task Leader

4525 Este Avenue

Cincinnati, OH 45232

513-451-1777

QUALIFICATIONS AND EXPERIENCE

Dr. Jensen is a Certified Wildlife Biologist with 25 years of experience in regulatory and research capacities involving protected terrestrial and aquatic species with a focus on ornithology and neotropical avian communities. She manages a variety of regulatory compliance and conservation projects throughout the U.S. with an emphasis on large complex projects mainly supporting the energy industry for both private sector clients and state and federal regulating agencies such as the Federal Energy Regulatory Commission (FERC) and U.S. Fish and Wildlife Service (USFWS) as a 3rd Party contractor for Environmental Impact Statements (EISs). Dr. Jensen is skilled in strategic planning and execution of plans for navigating protected species regulations and laws including species assessments, surveys, and associated consultations with USFWS, National Marine Fisheries Service, and state-agencies. Her experience includes preparation of Biological Assessments (BAs) under Section 7 of the Endangered Species Act (ESA) and Habitat Conservation Plans (HCPs) under Section 10, as well as conservation plans for migratory birds, eagles, and marine mammals and Essential Fish Habitat (EFH) assessments. She also prepares applications and permits for compliance with the National Environmental Policy Act (NEPA), FERC Section 7(c), U.S. Forest Service (USFS) Special Use Permit Policy and Forest Resource Management Plans, and state endangered species regulations pertaining to incidental take.

PROJECTS

Borrego Solar Systems, Pulaski Highway Community Solar Project

New York

Project Manager

Preparation of NYSDEC Incidental Take Permit (ITP) for short-eared owl and northern harrier including development of a Winter Raptor Conservation Plan (WRCP). WRCP includes winter raptor surveys, implementation of best management practices (BMP), and associated mitigation for the proposed 15.5-acre solar array in Orange County.

Borrego Solar Systems, Whiteface Mountain Solar Project

New York

Project Manager

Preparation of NYSDEC ITP for upland sandpiper including completion of grassland bird surveys, development of Grassland Bird Conservation Plan (GBCP), and associated mitigation for an 8.2-acre solar field in Clinton County. Services include implementation of GBCP and associated mitigation over the 25-year project term.

Borrego Solar Systems, Multiple Projects

New York

Project Manager

Protected species regulatory compliance planning support, surveys, and assessments for multiple proposed solar projects in Onondaga County. Species include federally listed bats and reptiles and state-listed birds.



American Electric Power, Breaks-Haysi and Haysi-Moss Rebuilds

Virginia

Project Manager

Environmental consulting services for approximately 7 miles of new/rebuilt transmission line and 16 miles of access roads on private and federal lands in Dickenson County. Services included preparation of Stormwater Pollution Prevention Plan, completion of cultural and historic resource surveys and consultations, USFS Special Use Permit, NEPA compliance including species surveys and preparation of Biological Evaluation (BE) for 38 Forest Sensitive Species, and species surveys and associated BA for 6 federally listed species.

American Electric Power, Bland Area Improvements

West Virginia and Virginia

Project Manager

Environmental consulting services for approximately 26 miles of new/rebuilt transmission line including seven miles on federal lands within the Jefferson National Forest. Services included USFS special use permitting, NEPA compliance support, and protected species regulatory compliance and surveys including preparation of the BA and BE and associated mitigation.

Pennsylvania Game Commission and Pennsylvania Department of Conservation and Natural Resources, Pennsylvania State Lands Bat and Forestry HCP EIS

Pennsylvania

Project Manager

Preparation of biological resource sections of the HCP EIS for issuance of ITP for federally listed bats to allow activities related to forest management on 3.8 million acres of state lands.

Equitrans Midstream, Mountain Valley Pipeline

West Virginia and Virginia

Project Manager

Technical expertise on the Migratory Bird Treaty Act for FERC projects and assisted with the Migratory Bird Conservation Plan along 300-mile natural gas pipeline traversing seventeen counties.

NYSDEC, Division of Fish, Wildlife, and Marine Resources, Bureau of Wildlife, Wildlife Diversity Program

New York

Biologist

Served on the Bird and Mammal Diversity Team, the Bald Eagle Conservation Team, and Indiana Bat Working Group. Responsibilities included directing work and conservation/recovery plans; developing proposed regulations; and providing technical, regulatory, and editorial review support. Additional responsibilities included developing, managing, and implementing projects related to sensitive species, habitat management, and ecological communities; establishing partnerships with federal, state, and local agencies and private groups; writing grants related to sensitive wildlife.

Research Foundation of New York

New York

Spatial Ecologist Research Assistant

Design and development of geospatial database of the Venezuelan Llanos including digitization of vector layers and raster data analysis. Used geospatial database for mapping and analysis of waterbird and raptor species and community distribution and habitat relationships in the Venezuelan Llanos.

USGS Forest Rangeland Ecosystem Science Center, Willamette Valley Wetlands Project

Oregon

Wildlife Research Assistant

Survey of wintering shorebirds and agricultural wetland habitats for identifying ecological relationships at multiple spatial scales. Provided technical support for GIS and data analysis.

Oregon Cooperative Wildlife Research Unit, Oregon State University

Oregon

Wildlife Research Assistant

Survey for owls and prey on federal and state lands including banding and radiotracking. Assisted in development of habitat suitability index and management plan for spotted owl on state forest lands.



Environmental Solutions & Innovations, Inc.

Real Science, Real Solutions

Daniel J. Judy

Covered Species Experts - Small Mammals / Terrestrial Reptiles

2250 Lucien Way, Suite 302

Maitland, FL 32751

513-591-4339



EDUCATION

M.S., Ecology and Organismal Biology, Indiana State University, 2007

B.S., Biology, University of Charleston, 2005

PROFESSIONAL CERTIFICATIONS

Certified Wildlife Biologist

Certified Ecologist

Federally Permitted Bat Biologist

Gopher Tortoise Authorized Agent

Open Water SCUBA Certified

NASBLA Boating Safety Certification

MSHA 24-hour Surface Mining Certification

OSHA 10-Hour Hazard Recognition Training for General Industry

Emergency First Responder Certification

PROFESSIONAL AFFILIATIONS

The Wildlife Society

Ecological Society of America

North American Society of Bat Research

Florida Bat Working Group

Florida Bonneted Bat Working Group

QUALIFICATIONS AND EXPERIENCE

Mr. Judy is a Certified Wildlife Biologist, Certified Ecologist, and ESI's South & West Regional Manager. With over 13 years of experience, he oversees execution and completion of ecological and environmental consulting projects, frequently serving as project manager for environmental assessments, permitting, threatened and endangered species surveys, wetland delineations, and hydrological/water quality monitoring for a variety of industries. He is experienced with regulatory document preparation, such as Biological Assessments and Biological Evaluations, as well as FERC processes and requirements. Mr. Judy authors technical reports and has published peer-reviewed journal articles.

SELECT PROJECTS

Mountain Valley Pipeline, LLC., Mountain Valley Pipeline

West Virginia and Virginia

Project Manager

Surveys and reporting for multiple terrestrial and aquatic species (bats, birds, reptiles, plants, insects/pollinators, mussels, and fish) along 303-mile pipeline crossing 17 counties and federal lands. Included drafting Biological Evaluation assessing potential impacts to 193 Forest sensitive species for Jefferson National Forest and Biological Assessment for U.S. Fish and Wildlife Service.

Vulcan Materials Company, Multiple Aggregate Mines

Florida

Project Manager/Biologist

Hydrological monitoring, water quality sampling, and threatened and endangered species surveys and relocations (including gopher tortoises) at nine aggregate mines in Lake, Marion, Polk, and Putnam counties.

Mosaic, Multiple Mines

Florida

Biologist

Threatened and endangered species surveys and relocations (including gopher tortoises and indigo snakes), wetland delineations, wetland mitigation monitoring, and nuisance/exotic vegetation management at multiple phosphate mines in Polk and Hardee counties.

Lake County Government and City of Mount Dora, Multiple Projects

Florida

Field Supervisor/Biologist

Threatened and endangered species surveys and relocations, Phase I Environmental Site Assessments, osprey nest removals and permitting, and wetland mitigation monitoring for multiple county and city projects in Lake County.

Private Landowner, Real Estate Transaction

Florida

Project Manager

Gopher tortoise survey in Seminole County, Florida. Located gopher tortoise burrow.



Real Science, Real Solutions

D.R. Horton, Kindred Residential Development

Florida

Project Manager

Acoustic monitoring and roost surveys for Florida bonneted bat on $\pm 1,000$ -acre parcel in Osceola County

Good Samaritan Society, Kissimmee Village Center

Florida

Project Manager

Acoustic monitoring and roost surveys for Florida bonneted bat on ± 165 -acre parcel in Osceola County.

Confidential Client, Berm Construction

Florida

Project Manager

Acoustic monitoring and roost surveys for Florida bonneted bat at fourteen sites in Osceola County.

Florida Department of Transportation (District 5), US 441 over SR 46 Bridges

Florida

Project Manager

Exclusion for roosting bats in the US 441 over SR 46 northbound and southbound bridges in Lake County. Included the installation of six bat boxes in the vicinity of the bridges.

Florida DOT (District 5), Multiple Bridge Projects

Florida

Project Manager

Exclusions for roosting bats in the I-95 bridges over CR 5A in Brevard County, SR 482 bridges in Orange County, and SR 33 Green Swamp Bridge in Lake County.

Scotts, Hyponex Peat Mine

Florida

Field Supervisor/Biologist

Hydrological monitoring and wetland mitigation monitoring at reclaimed mine in Lake County.

Florida Power & Light, Alligator Substation Feeder Line

Florida

Project Manager

Roost surveys for Florida bonneted bat on ± 5 -mile distribution line in Collier County.

Florida Power & Light, Sweetwater Distribution Line

Florida

Project Manager

Acoustic monitoring and roost survey for Florida bonneted bat on ± 1.6 -mile distribution line in Miami-Dade County.

Vulcan Materials Company, East Naples Mine, Fort Myers Quarry, Tiger Creek Conservation Bank

Florida

Project Manager

Acoustic monitoring for Florida bonneted bat in Collier, Lee, and Polk counties.

Florida DOT (District 1), Ortiz Avenue / SR 82 – Hendry County Line to Gator Slough

Florida

Project Manager

Florida bonneted bat roost and acoustic surveys for the for the Ortiz Avenue Roundabout and SR 82 – Hendry County Line to Gator Slough in Lee and Collier counties, respectively.

Mosaic, Ona and DeSoto Mines

Florida

Project Manager

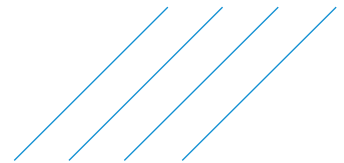
Acoustic surveys for Florida bonneted bat on approximate 22,000 and 18,000-acre sites in Hardee and DeSoto counties, respectively.

Charlotte County Airport Authority, Punta Gorda Airport

Florida

Project Manager

Florida bonneted bat acoustic monitoring and roost survey in support of Environmental Assessment for Five-Year Capital Improvement Program.



David Loy

Technical Manager/Senior Scientist

David Loy has 15 years of experience providing environmental permitting, ecological restoration, and threatened and endangered species consulting services for a variety of projects throughout Florida. Mr. Loy has extensive experience with conducting listed species surveys, Essential Fish Habitat (EFH) assessments, and Section 7 consultation and direct coordination with both U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) for species including but not limited to West Indian manatee, wood stork, sea turtles, eastern indigo snake, and flatwoods salamander.

Mr. Loy has served as technical manager, project manager, and senior ecological lead on a variety of Florida Department of Transportation (FDOT) projects requiring extensive environmental surveys and the preparation of technical documents including USFWS concurrence requests, Environmental Resource Permit (ERP) applications, and Endangered Species Biological Assessment (ESBA) reports in accordance with the FDOT PD&E Manual.

Ms. Loy's Atkins project experience includes:

Cooper's Bayou Hydrologic Restoration, City of Clearwater, Clearwater, FL. Senior scientist provided ecological assessments for Cooper's Bayou located in Old Tampa Bay. The bayou has experienced water quality issues potentially due in part to the construction of the Courtney Campbell and interruption of the natural tidal regime, surrounding freshwater input, and the lack of flushing. Atkins is currently assessing potential hydrologic restoration alternatives for restoring natural hydrologic conditions that would allow for the natural recruitment of additional mangrove and seagrass resources within the bayou. **Duration:** October 2018–Current

Bird Island Breakwater Structure Replacement, City of Clearwater, Clearwater, FL. Lead scientist responsible for working with the City of Clearwater to conduct a feasibility assessment for the replacement and enhancement of an existing breakwater structure along the southern end of Bird Island in Clearwater Harbor. The existing structure has experienced substantial subsidence since its construction in the 1980s, and the island is currently experiencing erosion of a sandy beach area where shorebirds have been known to utilize for nesting habitat. Atkins is currently evaluating the replacement and/or lengthening of the existing structure to provide further attenuation of the wave energy currently impacting the southern end of the island in efforts to stabilize the sandy shoreline and to further preserve seagrass resources. **Duration:** Current

St. Joseph Bay Aquatic Preserve Seagrass Restoration Implementation and Design, Florida Department of Environmental Protection (FDEP), Port St. Joe, FL. Senior scientist and project manager. Atkins is currently working with FDEP staff to analyze high-resolution drone imagery to map all prop scars occurring within seagrass beds in the St. Andrews Bay Aquatic Preserve, Alligator Harbor Aquatic Preserve, and St. Joseph Bay Aquatic Preserve in the Florida panhandle. Once the mapping, categorization and quantification of the prop scar acreage is complete, Atkins will work with marine contractors and FDEP staff on the implementation of prop scar restoration methodology utilizing sediment tubes. **Duration:** January 2018–Current

Total years of experience

15

Years with firm

7

Education

M.S., Environmental Science,
College of Charleston, 2012

B.S., Marine Biology, University of
North Carolina, 1999

Certifications

Certified Ecologist (ESA)

Authorized Gopher Tortoise Agent
(Permit #GTA-17-00056)

Certified Open Water Diver,
(#800726Z2541447299159-US)

International Society of Arboriculture
(ISA)-Certified Arborist (FL-5825A)

Certified Basic Life
Support/Cardiopulmonary
Resuscitation (BLS/CPR)

Professional affiliations

National Association of Environmental
Professionals, Florida and Tampa Bay
chapters

International Society of Arboriculture,
Florida chapter

Society of Wetland Scientists

Ecological Society of America

Software

Microsoft Office suite (Access, Excel,
Lync/Skype for Business, Outlook,
PowerPoint, Word, and Publisher)

Adobe Acrobat Professional

Esri ArcGIS versions 10.2 and 10.3

Google Earth Pro

ERDAS Imagine

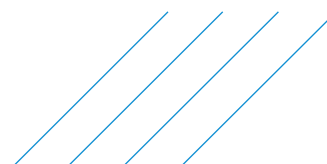
Feature Analyst version 3.2

Spatial Analyst

ENVI version 3.2

David Loy

Technical Manager/Senior Scientist



Gulf Coast Parkway Project Development and Environment (PD&E) Study, Bay and Walton Counties, FL. Environmental scientist responsible for preparation of an Environmental Assessment (EA) and field efforts to determine threatened and endangered species presence within the project corridor. Desktop efforts included GIS-analysis of multiple proposed project corridors and environmental variables (FLUCFCS Codes, NWI-wetlands, flatwood salamander potential breeding ponds) to determine the environmental impact of each. The Federal Highway Administration (FHWA), in cooperation with FDOT, is considering the addition of a new link in the transportation network of the central Panhandle of Florida. This new link, known as the Gulf Coast Parkway (GCP) would provide a connection between US 98 in Gulf County and US 231 and US 98 (Tyndall Parkway) in Bay County, Florida. The proposed roadway would use a combination of existing and new alignments within a 168-foot to 250-foot wide right-of-way. The right-of-way widths will allow for expansion of the road to a four-lane, divided roadway, when traffic demand warrants. **Duration:** Current

S.R. 679 (Bayway Structure E) over Boca Ceiga Bay, FDOT, District Seven, Pinellas County, FL. Responsible for the preparation of the Wetland Evaluation and Biological Assessment Report for the project, as well as acquiring all of the environmental permits for the project during the PD&E phase of the project. Mr. Loy was also responsible for conducting seagrass surveys within the proposed project area and coordination with National Marine Fisheries Staff (NMFS) staff regarding adjacent sensitive aquatic habitats and species including sea turtles and West Indian manatee. This project involved the replacement of the existing bascule bridge with a fixed, high level bridge over the Intracoastal Waterway in Pinellas County. **Duration:** 2013-2014

Tampa Bay Water, Northwest Hillsborough Pipeline Project, Environmental Assessment and Permitting, Hillsborough County, FL. Project manager and senior scientist involved with providing support for wetland delineation, wetland restoration design, wetland mitigation design, agency and client coordination. Responsible for conducting semi-annual wetland monitoring events, reporting, agency coordination, and coordination with contractor on maintenance/treatment schedule in order to ensure compliance with Southwest Florida Water Management District (SWFWMD) permit success criteria. In addition, Atkins staff were responsible for conducting weekly National Pollution Discharge Elimination System (NPDES) and environmental compliance inspection and reporting and gopher tortoise burrow surveys, permitting, and bucket trapping and relocation. **Duration:** February 2012-April 2014

Kathleen Road Construction Engineering and Inspection Services – Gopher Tortoise Permitting and Relocation, Kathleen, FL. As lead scientist, performed gopher tortoise surveys (permitted by FWC as authorized gopher tortoise agents and assistants), established protective buffers during construction, obtained tortoise relocation permits, and captured and relocated tortoises from over 20 potentially occupied burrows. Atkins also supported several Polk County transportation projects, including construction oversight, NPDES compliance, and environmental permitting, during this timeframe. **Duration:** 2012-2013

Professional development

Wetland Delineation Workshop: Plant Identification and Hydric Soils, Southeastern Botany, LLC, June 2017

FMNP – Habitat Assessment, University of Florida, May 2017

Wetland Assessment Procedure Training, Southwest Florida Water Management District, April 2009

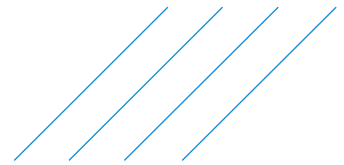
Atkins Project Management Principles Training, December 2016

Grass Identification Workshop at Paynes Prairie, Southeastern Botany, LLC, October 2016

Hydrologic Interpretation of Land and Soils Workshop, Florida Association of Environmental Soil Scientists, June 2016

First Aid, O₂, and CPR Training, American Safety & Health Institute, June 2016

Hydric Soils Workshop, Florida Association of Environmental Soil Scientists, April 2016



Tim M. Mann

Environmental Scientist

Tim Mann has 15 years of experience in wetland science and management and wildlife ecology, including data collection, field work, and analysis of wetland, wildlife, and water quality data. His duties have included bird, anuran, chiropteran, and other animal surveys; threatened and endangered species surveys; vegetation identification; soil surveys; surface and ground water monitoring, including the installation of monitoring wells; wetland delineation and monitoring; benthic sampling; data analysis; report writing; and GIS mapping and analysis. He has substantial experience identifying terrestrial vertebrates, including over 40 years of bird identification.

Mr. Mann's Atkins project experience includes:

Breeding Bird Surveys (numerous locations in Florida). Mr. Mann formerly conducted breeding bird surveys for federal, state, and county agencies including the National Park Service, Breeding Bird Survey for the USGS, the Breeding Bird Atlas for the Florida Fish and Wildlife Conservation Commission (FWC), and surveys for Hillsborough County's (Florida) land preservation program. He currently reports to the U.S. Fish and Wildlife Service (USFWS) details of previously undocumented bald eagle nests, and nesting colonies of the wood stork and the least tern, and he regularly provides bird data from the US and the Caribbean to the Cornell Lab of Ornithology. Mr. Mann also regularly provides data to the FWC Florida Shorebird Database on locations of listed species, including red knot and piping plover.

Florida Department of Transportation (FDOT) and Seminole Tribe of Florida, Bird Surveys. Mr. Mann has conducted surveys to determine nesting locations for the crested Caracara in several locations throughout Florida for FDOT and the Seminole Tribe of Florida.

Sarasota County and Hillsborough County, FL, Bird Surveys. Mr. Mann has conducted numerous surveys to determine presence and breeding status of the Florida scrub jay for Sarasota and Hillsborough counties.

Several Clients throughout FL, Gopher Tortoise Surveys. Mr. Mann has conducted gopher tortoise burrow surveys and captured tortoises using bucket trapping and manual excavation on many projects for several clients throughout Florida.

Pinellas County, FL, Sea Turtle Nesting Surveys. Mr. Mann has conducted sea turtle nest surveys on a small island in Pinellas County, FL, and coordinated beach construction activities with the Key West Sea Turtle Club.

Smathers Beach Renourishment, City of Key West, FL. Served as construction monitor during the City's successful effort to replenish 20,760 tons of sand on four City beaches, including environmental compliance with turbidity-control and turtle-protection guidelines.

Water Use Permit Ecological Assistance, Englewood Water District, Englewood, FL. Conducts wetland, surface, and ground water monitoring, vegetation surveys, data collection and analysis, and report writing for this project.

Total years of experience

15

Years with firm

15

Education

B.S., Environmental Science and Policy, University of South Florida, 2006

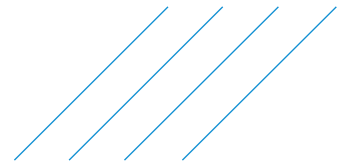
A.A., Business Administration, Hillsborough Community College, 1996

Certifications

Gopher Tortoise Authorized Agent

Tim M. Mann

Environmental Scientist



The project assists the District in collecting wetland and groundwater-level data at three wellfields and the Myakka State Forest on a bimonthly basis,

Environmental Management Plans, Polk County, FL. Monitors wetland water levels, conducts vegetation and soil surveys, supervised the installation of monitoring wells, and analyzes the collected data for three Regional Utilization Service Areas.

Duck Slough/Thousand Oaks Engineering and Environmental Permitting Services, Pasco County, FL. Measured and mapped surface water levels, both current and historical, to assist the County's efforts to reduce residential flooding while also preserving adjacent wetlands' hydroperiod.

Allen's Creek Watershed Evaluation and Management Plan, Pinellas County, FL. Conducted GIS analysis and field surveys to assess water flow and impacts to Allen's Creek in support of Pinellas County efforts to develop a management plan for the Allen's Creek watershed.

Winter Haven Chain of Lakes Water Quality Management Plan, City of Winter Haven, FL. Performed field reconnaissance and collected groundwater data to examine hydrologic connectivity between lakes and adjacent wetlands. Conducted a GIS-based assessment of changes in lake levels from historic conditions to present conditions, and researched existing water quality, GIS data, and land use data to assist the City of Winter Haven in determining potential water quality targets and the most appropriate lake restoration projects to restore or protect these lakes.

Development of Alternative Water Quality Criteria for Osceola County Lakes, Osceola County, FL. Performed field reconnaissance to examine hydrologic connectivity between four lakes and their adjacent wetlands, conducted a GIS-based assessment of changes in lake levels from historic conditions to present conditions to assist Osceola County to develop specific water quality criteria that are scientifically sound and accepted by the Florida Department of Environmental Protection.

Establishment of Minimum Flows and Levels for the Braden River, Anclote River, Manatee River, Little Manatee River, Homosassa River, Rainbow River, Santa Fe River, and Gum Slough, Southwest Florida and Suwannee River Water Management Districts, Various Locations in Florida. Conducted vegetation community surveys, soil evaluations, data analyses, GIS mapping, and report writing for these separate studies.

Tampa Bypass Canal/Alafia River Hydrobiological Monitoring Program, Tampa Bay Water, Tampa Bay, FL. Conducted bird surveys in the Alafia Banks area of Tampa Bay, performed benthic and water quality sampling and monitoring on the Hillsborough, Alafia, and Palm Rivers and in Tampa Bay, and mapped riverside vegetation.

MICHAEL J. DEMELL

DEPARTMENT MANAGER

PROFESSIONAL EXPERIENCE

Mr. DeMell is a Marine Biologist with over 30 years of experience in the environmental consulting field. He is a Department Manager for the Environmental Group in our Savannah, GA office. Since taking on management responsibilities in 1992, Mr. DeMell is responsible for the oversight of 80 to 100 projects per year. The diversity of project experience gained over the years allows for Mr. DeMell to understand the entire project, predict project needs, and assemble the appropriate team for success. He has extensive experience in environmental permitting, environmental assessment and general environmental consulting, particularly in the Coastal Plain of Georgia and South Carolina. His expertise includes coordinating with Federal, State, and local regulators, for all aspects of site development and permitting, conducting and coordinating field studies, analyzing soil horizons regarding hydric soil conditions, site specific wetland delineations, and preparing technical project documentation for prospective clients and agencies. These skills are pivotal to everyday client/project team coordination and project success. Mr. DeMell is one of less than 100 people nationwide to be provisionally certified by the Jacksonville District Corps of Engineers Wetland Delineator Certification Program (WDCP).

PROJECT EXPERIENCE

- Wetland and marsh delineation, Section 404 and CMPA permitting, Causton Bluff Subdivision, Chatham County, GA
- Wetland and marsh delineation, U.S. Coast Guard approval, CMPA permitting,
- Nationwide Permit No. 13, Ossabaw Island, Chatham County, GA
- Wetland delineations, agency coordination, Nationwide Permit No. 36, snipe habitat coordination, pond & bridge construction oversight, Brooks County, GA
- Wetland and marsh delineation, endangered & threatened habitat investigations, and Section 404, Section 10, and CMPA permitting, 1,100-acre Tuscan Landing project, Camden County, GA
- Wetland and marsh delineation, endangered & threatened habitat survey, gopher tortoise and indigo snake survey, Section 10, Section 404, and CMPA permitting, Satilla River Landing, Camden County, GA
- Wetland and marsh delineation, endangered & threatened species assessment, Section 10 and CMPA permitting, Natural Heritage Assessment, Point Peter/Cumberland Harbour, Camden County, GA
- Individual Permit, CMPA permit, CMPA presentation, Liberty Harbor Marina (450-slip marina in the Brunswick River), Glynn County, GA
- DNR coordination, dune restoration plan, and construction oversight, TCF International Productions, Inc., Beach Set, Glynn County, GA
- Redevelopment, saltmarsh and freshwater delineation, boat basin feasibility assessment, regulatory agency coordination, public commenting meetings, Section 10 permitting, individual wetland impact permit, Section 7 consultation, Durango Paper Mill, Camden County, GA
- Sediment sampling and propwash study, Liberty Harbor a 450-slip marina in the Brunswick River, Glynn County, GA
- Marina functional assessment, Hampton River Marina, Glynn County, GA
- Northern Right Whale passive acoustics study, buoy setup, deployment and recovery Atlantic Ocean, St. Marys array, GA
- Wetland delineation, regulatory agency coordination, Individual wetland impact permit preparation and coordination, Section 7 consultation, project team support, Savannah Hilton Head International Airport, Chatham County, GA
- Mitigation Prospectus, Mitigation Banking Instrument preparation and approval, monitoring and construction plan, coordinating project through Interagency Review Team, Tronox Saltmarsh Mitigation Bank, Chatham County, GA
- Mitigation Prospectus, monitoring and construction plan, coordinating with Interagency Review Team, Wilhelmina Morgan Wetland Mitigation Bank, Chatham County, GA
- Pre-application coordination, agency coordination, Nationwide Permit No. 14, wood stork rookery survey, habitat assessment for threatened & endangered species, Individual Permit, mitigation coordination, Belfast Commerce Centre, Bryan County, GA
- Wetland delineation, wetland mitigation coordination and Individual Permit, 34-acre industrial site, Duke Realty, Chatham County, GA
- Wetland/stream delineation threatened and endangered species assessment, Individual Permit for wetland impacts, mitigation plan and implementation, Progress Energy Blandford Plant,



EDUCATION

B.S. Marine Sciences, University of South Carolina, 1989

AFFILIATIONS

Society of Wetland Scientists

CERTIFICATIONS

Endangered Species Act Training

National Highway Institute NEPA Training

Southeast Wetlands and Water Law Conference Presenter - 2002, 2013, 2017

Jacksonville District Corps of Engineers Wetland Delineator Certification Program (WDCP)

YEARS OF EXPERIENCE: 31

YEARS AT FIRM: 31

Michael DeMell (continued)

Effingham County, GA

- Wetland/stream delineation, threatened and endangered species assessment, Nationwide Permit for minor wetland impacts, construction oversight of line clearing activities, Georgia Transmission Corporation, Blandford Plant substation and feeder lines, Effingham County, GA
- Wetland delineation, endangered & threatened species survey, archaeological assessment, mitigation planning and permitting, 136-acre impact for the "Mega-Site" recently occupied by Mitsubishi Power Systems, Chatham County, GA
- Wetland assessment, wetland delineation, endangered & threatened survey, wetland mitigation, & CE/State permitting, 1,700-acre Crossroads Business Center, Chatham County, GA
- Wetland delineation, GPS data capture, agency review, state waters assessment, GA ANG-165th Airlift Wing, Chatham County, GA
- Wetland delineation, permitting, endangered & threatened survey, wetland mitigation, 2,000-acre Jim Fowler's "Life in the Wild", Glynn County, GA
- Wetland delineation, permitting, endangered & threatened survey, 5,600-acre Liberty County Industrial Park, Liberty County, GA
- Wetland delineation, endangered & threatened survey, project planning oversight, and permitting, 1,300-acre Morgan/Edwards tract mixed use development, Chatham County, GA
- Wetland permitting, endangered & threatened endangered & threatened survey, mitigation design, and monitoring, 1,200-acre JC Bamford Excavators, Chatham County, GA
- Wetland delineation, endangered & threatened species assessment, and CE permitting, Savannah Electric Company, Rincon Railroad Spur, Effingham County, GA
- Wetland delineation, tower siting, and CE permitting, Sterling Cellular communication tower, Camden County, GA
- Wetland delineation, CE permitting, endangered & threatened species survey, 850-acre Laurel Isle Links Golf Community, Camden County, GA
- Wetland delineation, CE permitting, endangered & threatened survey, 289-acre Ocean Creek Plantation Golf Club, Sea Island, Glynn County, GA
- Cease and desist response and mitigation planning, Glynn County Airport Commission, Glynn County, GA



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EDUCATION

M.S., Natural Resources, The Ohio State University, 2005

B.S., Biological Sciences, Bob Jones University, 2001

PROFESSIONAL CERTIFICATIONS

Federal Endangered Species Recovery Permit (Golden-cheeked Warbler)

PROFESSIONAL AFFILIATIONS

American Ornithologists' Union

The Wildlife Society

American Birding Association

Aaron Boone

Ornithologist

4525 Este Avenue
Cincinnati, OH 45232
513-451-1777

QUALIFICATIONS AND EXPERIENCE

A recognized expert in avian ecology, Mr. Boone has more than 16 years of experience as an ornithologist and works throughout North America covering multiple ecological regions and advising clients across multiple industries. As an ornithologist and senior biological specialist, he is responsible for leveraging institutional knowledge to achieve solutions to wide ranging conservation concerns. His understanding of regulations and permitting requirements is instrumental for developing customized study plans that target specific information needs. He routinely navigates various regulatory compliance issues and represents developers during project meetings and negotiations with various stakeholders including agency representatives and environmental organizations. Mr Boone's overall understanding of North American avian ecology, particularly coastal shorebird ornithology, is critical in balancing environmental conservation with project goals.

Prior to his work in ecological consulting, Mr. Boone managed the research and survey effort for Ohio's second breeding bird atlas, published in 2016. In addition, he authored more than 70 whitepapers and published numerous articles on avian ecology.

PROJECTS

Multiple Wind Energy Clients

45+ Projects; Multiple States and Regions

Lead Ornithologist

Lead ornithologist responsible for coordinating broad-scope efforts to guide clients and developers through project assessment processes outlined by the U.S. Fish and Wildlife Service's Land-based Wind Energy Guidelines (WEG) and Eagle Conservation Plan Guidance (ECPG). Communicates important information and conservation goals established by state wildlife management agencies set forth in wildlife action plans or state wind energy guidelines. Oversees high level risk and critical issues analyses and site characterization during early tier assessments and uses these results to design more specific pre-construction and post-construction avian and other biological studies. Advises a team of avian biologists to develop sound technical approaches for collecting data to solve a wide range of development constraints. Works with local government conservation agencies and designs studies enabling baseline data collection to inform resource management, particularly in context of statewide wildlife action plans. Helps to coordinate client communication with federal and state agencies, coordinates agency meetings to present study data and to communicate results of tiered assessment established through the WEG and ECPG. Advises on important considerations for needed gen-tie interconnection development required by wind facilities.

For projects where Tier 3 site assessment and use field studies indicated potential impacts to species of conservation concern, these developments typically continue to at least one year of Tier 4a post-construction fatality

Mr. Aaron Boone



monitoring to test predicted potential impacts. Leads post-construction mortality monitoring at operational wind energy developments. Coordinates effective communication between the client and field personnel, managed efficiency trials, carcass handling, storage, and identification, and notification of appropriate entities upon discovery of conservation concern species. Uses latest fatality estimator technologies (e.g., GenEst) to test predicted impacts generated from Tier 3 pre-construction studies.

Post-construction Fatality Monitoring Studies

Multiple States

Lead Ecologist

Led post-construction mortality monitoring at operational wind energy developments. Coordinated effective communication between the client and field personnel, managed efficiency trials, carcass handling, storage, and identification, and notification of appropriate entities upon discovery of conservation concern species. Used latest fatality estimators.

Electric Transmission

Multiple States, particularly Great Plains and Midwest

Lead Ornithologist

Lead ornithologist responsible for coordinating efforts to reduce operational and development risks to federal and state protected birds that result from siting and direct habitat impacts, collision risk, and behavioral displacement interactions from electric utility facilities and corridors. Advises developers regarding best practices outlined by the Avian Power Line Interaction Committee (APLIC), particularly about siting and line-marking strategies.

Conservation Strategies & Management Plans

Multiple States

Lead Ornithologist

Creates a wide range of avian conservation strategies for wind energy development and electric transmission. Conservation strategies are broad-scale in nature, including project-wide bird and bat conservation strategies, eagle management plans, and adherence with APLIC recommendations. Species-specific conservation strategies include whooping crane, lesser prairie-chicken, and state-listed endangered species, such as Upland Sandpiper, Northern Harrier, and Henslow's Sparrow.

Breeding Bird Atlases

Ohio and Wisconsin

Ornithologist

Structured, organized and implemented a large-scale citizen science-based breeding bird atlas project. Ohio's 2nd Atlas of Breeding Birds represents a culmination of exhaustive coordination and scientific due diligence. Currently serves on the scientific planning committee of the Wisconsin Breeding Bird Atlas II and strategically contributed to breeding bird atlas projects in Colorado, Indiana, Pennsylvania, West Virginia, and Florida.

PUBLICATIONS

- Jones, A. W., A. T. Boone, C. L. Brennan, P. G. Rodewald, E. Kistler. 2019. Documentation of a hybrid *Spizella* sparrow using spectrographic and genetic analysis. *Bulletin of the British Ornithologists' Club* 139 (2):105-110.
- Boone, A., C. McCreedy, B. Thomas. Streamlining avian nest clearance strategy during wind energy center construction. 2018. Presentation at AWEA Wind Project Siting and Environmental Compliance Conference, Memphis, Tennessee.
- Rodewald, P., M. Shumar, A. Boone, J. McCormac, and D. Slager. 2016. *The Second Atlas of Ohio's Breeding Birds*. Penn State Press.
- Boone, A. T., P. G. Rodewald, and L. W. DeGroot. 2010. Neotropical winter habitat of the Magnolia Warbler: effects on molt, energetic condition, migration timing, and hematozoan infection during spring migration. *The Condor* 112:115–122.



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EDUCATION

Ph.D., Biology, Geological Sciences, University of Florida, 2013

M.S., Coastal & Oceanographic Engineering, University of Florida, 2009

B.S., Civil Engineering, University of Florida, 2006

PROFESSIONAL CERTIFICATIONS

Professional Engineer (P.E.)

- Pennsylvania (PE085658)
- Colorado (PE.0055749)
- D.C. (PE921021)
- Florida (82676)
- Hawaii (18220)
- Maine (PE15736)
- Nevada (027248)
- North Carolina (044918)
- Ohio (PE.84364)
- Texas (134074)
- Wisconsin (46557-6)

NCEES Model Law Engineer (Record ID 17-130-48)

PEC/SafeLand Certification (PEC100690267)

Shaun W. Klein, Ph.D., P.E.

Coastal Resources

2250 Lucien Way, Suite 302

Maitland, FL 32751

321-972-3958

QUALIFICATIONS AND EXPERIENCE

Dr. Kline is a civil engineer and earth scientist with over 13 years of experience in applied water resources, coastal engineering, and geomorphology. His experience includes managing, supervising, and performing 316a demonstrations and flood hazard and water quality evaluations for the utility sector requiring analysis of anticipated climate change impacts to regional sea levels and storm (hurricane) frequencies/intensities including extreme precipitation. Dr. Kline has served as subject matter expert for external flooding for the Electric Power Research Institute (EPRI) since 2017, providing quarterly updates on current research, flooding databases, and other pertinent information.

PROJECTS

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Pennsylvania

Senior Engineer

Leading development of a sedimentation model to evaluate the efficacy of best management practices deployed along streams in varying hydrologic settings. A major objective of the evaluation is to determine annual sediment loads to streams as well as estimating the ultimate fate (quantity and location) of the eroded sediment. This information was used to evaluate impacts to T&E species.

ENERCON

Pennsylvania

Engineering Lead

Day-to-day project management (scope, budget, and schedule) and/or technical supervision on projects. Responsibilities included staff supervision, technical oversight, calculation/report development, and subject matter expertise (on coastal engineering/processes, water resources, flooding and water quality evaluations). Experience included:

316a and 316b

As national service line lead for 316a services, regularly performed thermal hydraulic modeling assessments in support of 316a requirements using Computational Fluid Dynamics (CFD) numerical modeling software (e.g., Delft3D, FLOW-3D). Also supported 316b projects, specifically engineering cost estimates, schedule development, and environmental reports. Served as representative and advocate for several U.S. energy utilities in discussions with local, state, and federal regulators regarding 316a and 316b work scopes.

Coastal Flooding

Project manager and/or technical lead for flooding hazard reevaluations at ten locations for multiple utility clients, including two sites on Florida east coast. Directed, oversaw, reviewed, and performed calculations related to the following: coastal storm surge, wave effects (including wave runup and overtopping), seiche, tsunami, riverine flooding, local intense precipitation runoff, hydrostatic/hydrodynamic loading, projectile/debris strikes, groundwater flow, and sedimentation (erosion/scour). Evaluations required

Dr. Shaun W. Kline



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site-specific and regional meteorological studies, including sea level rise and other climate change-related impacts (storm frequency and intensity). In most applications, site flooding was computed with detailed numerical modeling at each location. Annual damage potential (i.e., risk) was calculated to better inform site decisions regarding physical modifications or procedural enhancements.

Flood hazard reevaluation reports were submitted for federal regulatory review and were accepted by contracted hydrologic and hydraulic experts. Served as a subject matter expert for site flooding and utility representative for multiple clients in regulatory inspections and audits. Also performed independent technical reviews for storm surge and wave effect reevaluations and provided technical guidance to the design of shore/channel protection structures at multiple facilities. In addition, published peer-reviewed articles on new techniques developed to calibrate storm surge models along the U.S. Atlantic coast.

Water Quality / Other Hydraulic Modeling

Technical lead for the evaluation of water quality and climate change impacts within a closed cooling canal system at a Florida utility facility. The goal of the investigation was to quantify major nutrient loadings and critical thresholds to deter and manage algae blooms in the system. A successful statistical predictor model was developed using localized learner algorithms with observed nutrient levels. Also served as technical lead for the development and calibration of a mixing model at the same facility to determine the effects of a point source addition on the salinity and temperature profiles throughout the system and for a groundwater flow evaluation during probable maximum flood (PMF) conditions. Authored a report that quantified the risk of the canal system to climate change, including sea level rise, relative groundwater gradients, and storm intensification over the next several decades. Recommended several countermeasures and strategies to offset the anticipated climate change impacts.

Jones, Edmunds and Associates

Florida

Engineer-in-Training

Assisted in watershed management plans and flood plain analyses for Florida water management districts and local agencies, mostly using GIS/ICPR modeling. Completed portions of permit reviews and water pollution studies and compiled stormwater design guidelines for all Florida water management districts.

University of Florida, Department of Geological Sciences

California and Florida

Research Assistant

Co-coordinated remote sensing monitoring (i.e., Argus camera, LiDAR surveys, aerial imagery) and field observations (i.e., nearshore wave instruments, kinematic differential GPS surveys) at several sites on the Florida east coast. Primary goal was to evaluate sediment transport patterns (morphodynamics) and provided guidance with respect to anticipated climate change impacts to the beach/dune system at NASA's Kennedy Space Center facility in Cape Canaveral, Florida. Modeled wave energy dissipation, sediment transport and shoreline response to individual events and seasonal climates. Also developed a quasi-two-dimensional numerical model for sea cliff retreat for the California Energy Commission (CEC) that included longshore sediment transport coupled to local sea cliff retreat. Authored technical reports and status updates to the federal and state agencies. Multiple presentations and publications arose from this work.

University of Florida, Department of Coastal & Oceanographic Engineering

Florida

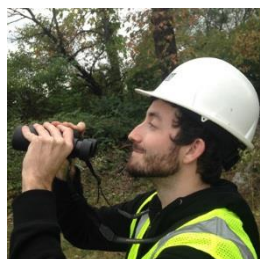
Research Assistant / Fellow

Coupled storm surge model (SLOSH) with a wave model (SWAN) and evaluated the results on Tampa Bay and Miami basins for the National Institute of Standards and Technology (NIST) and the National Weather Service (NWS). Government agencies received the final coupled model as a deliverable. Modeled hurricane storm surges for a variety of hurricanes in Gulf of Mexico and Caribbean using the numerical models SWAN and ADCIRC. Modeled overland waves for various projects.



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EDUCATION

B.S., Wildlife and Fisheries Resources, West Virginia University, 2012

A.S., Wildlife Science, Hocking College, 2009

PROFESSIONAL CERTIFICATIONS

Habitat Conservation Planning for Endangered Species, U.S. Department of the Interior

Interagency Consultation for Endangered Species, U.S. Department of the Interior

Endangered Species Act of 1973 – Overview, U.S. Department of the Interior

AMD-Treat Software and AMD Chemistry, U.S. Department of the Interior, Office of Surface Mining

Wilderness First Aid Certification, Stonehearth Open Learning Opportunities

Stanislaus National Forest Threatened, Endangered and Sensitive Species Survey Protocols, USDA Forest Service

RECENT AVIAN TRAININGS

Mexican Spotted Owl Survey Protocol Training hosted by U.S. Fish & Wildlife Service

Grassland Bird Workshop hosted by Ohio Ornithological Society

D. Doug Gilbert

Migratory Birds

4525 Este Avenue
Cincinnati, OH 45232
513-451-1777

QUALIFICATIONS AND EXPERIENCE

Mr. Gilbert has worked in the field of natural resource management since 2006 conducting a diverse suite of environmental and ecological surveys. He specializes in avian ecology and participates in projects throughout the eastern and western U.S. He can identify birds occurring in eastern North America by sight and sound and is proficient with a variety of field techniques, including point count surveys, nest searches, and mist-netting. His experience comprises a variety of field studies associated with avian communities of North America. Past studies include breeding bird inventories, avian community responses to habitat management activities, and species-specific surveys, including California spotted owl (*Strix occidentalis occidentalis*), Mexican spotted owl (*S. o. lucida*), western burrowing owl (*Athene cunicularia*), golden eagle (*Aquila chrysaetos*), great gray owl (*Strix nebulosa*), northern goshawk (*Accipiter gentilis*), upland sandpiper (*Bartramia longicauda*), northern harrier (*Circus hudsonicus*), and loggerhead shrike (*Lanius ludovicianus*), among others.

Mr. Gilbert leverages his knowledge of avian ecology to assist clients in ensuring conservation measures result in a net benefit for avian species. In addition, he takes personal pride in engaging the public in conservation-related activities. As example, he recruited citizen scientists to install and monitor nest boxes in West Virginia and Pennsylvania for American kestrel (*Falco sparverius*), served as the coordinator for a youth environmental group based in West Virginia, and has planned and installed community wildlife gardens in West Virginia and Ohio.

RECENT PROJECTS

Missouri Division of Natural Resources

Missouri, *In-progress*

Project Manager

Design of long-term study investigating population trends of avian communities in three Missouri state parks: Bryant Creek, Ozark Mountain, and Taum Sauk. Completion of study's first year of breeding bird surveys.

EQT, Mountain Valley Pipeline

Virginia and West Virginia, 2015-2018

Field Supervisor

Avian studies along approx. 300 miles of a proposed natural gas pipeline route. Coordinated over 8,000 point count surveys during breeding bird season (2018). Area searches and habitat assessments for loggerhead shrike, as well as ground and aerial surveys for bald and golden eagles.

Borrego Solar, Robinson PV Solar Field

New York, 2017-2018

Field Supervisor

Field studies for state-listed upland sandpiper and other species of concern. Studies include habitat assessments, area searches, and point count surveys. Developed NYSDEC-approved Grassland Bird Habitat Conservation Plan to address impacts.



American Electric Power, Bland Area Improvement

Virginia, 2015-2017

Field Supervisor

Field studies for breeding birds of conservation concern and nesting raptors in Jefferson National Forest. Habitat assessments, area searches, and point count surveys.

Revolution Pipeline and SGL-12 Northern Trunkline

Pennsylvania, 2016-2017

Field Supervisor

Nesting surveys for northern harrier along proposed pipelines (2016 and 2017). Field efforts required two months of morning and evening surveys for each project.

Utility Technologies International Corporation, Oregon Lateral

Ohio, 2016

Field Supervisor

Field studies for Ohio state-listed upland sandpiper, loggerhead shrike, and lark sparrow in Wood County. Methods include, area searches and point count surveys.

Energy Transfer, Cadiz Lateral

Ohio, 2015

Field Supervisor

Field studies for Ohio state-listed upland sandpiper in Harrison and Jefferson counties. Habitat assessments, area searches, and point count surveys.

Confidential Wind Resource Site

West Virginia and Pennsylvania, 2013

Field Supervisor

Mortality study investigating impacts of wind turbines on bats and birds for Bat Conservation International. Established survey plots, conducted fatality searches, and identified recovered bat and bird carcasses.

Collaborative Nest Box Installation and Monitoring

West Virginia and Pennsylvania, 2012-2013

Biologist

Collaborative research between with citizen scientists, Avian Conservation Center of Appalachia, West Virginia University, and West Virginia Division of Natural Resources focused on American kestrel.

National Park Service, Eastern Rivers and Mountains Network Inventory and Monitoring Program

West Virginia, 2012

Biologist

Breeding bird point count surveys associated with National Park Service's (NPS) Inventory & Monitoring Program on NPS lands in West Virginia.

Owl Research, Coopers Rock State Forest

West Virginia, 2012

Biologist

Design/completion of study examining distribution, relative abundance, and habitat associations of owls.

Idaho Department of Fish and Game

Idaho, 2011

Wildlife Research Assistant

Nest surveys for corvids, golden eagles, and other raptors along powerline corridors; nest surveys for burrowing owls on state lands in south-central Idaho. Trapping/banding American white pelicans along the Snake River. Field surveys for western yellow-billed cuckoo (Silver Creek Preserve, Blaine County).

New Mexico State University, Carlsbad Caverns National Park

New Mexico, 2010

Biologist

Field studies for Mexican spotted owl in backcountry of Carlsbad Caverns National Park.

USDA Forest Service

California, 2009

Biologist

Surveys for California spotted owl, northern goshawk, and breeding birds in Stanislaus National Forest.



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EDUCATION

M.S., Ecology and Organismal Biology, Indiana State University, 2011

B.A., Biology at Franklin Pierce College, 2006

B.A., Criminal Justice at Franklin Pierce College, 2003

CERTIFICATIONS AND TRAINING

Federally Permitted Bat Biologist

NASBLA Boating Safety Certification

MSHA 24-hour Surface Mining Certification

OSHA 10-Hour Hazard Recognition Training for General Industry

Loss Prevention System Training

PROFESSIONAL AFFILIATIONS

Ecological Society of America

Center for North American Bat Research and Conservation

Florida Bat Working Group

Florida Bonneted Bat Working Group

Florida Wildlife Society

Nick S. Gikas

Ecologist

2250 Lucien Way, Suite 302
Maitland, FL 32751
321-972-3958

QUALIFICATIONS AND EXPERIENCE

Mr. Gikas is a senior scientist in ESI's South Group with over 8 years of experience completing threatened and endangered species surveys and relocations, wetland delineations and mitigation monitoring, and hydrological monitoring and water quality sampling.

Mr. Gikas is a federally permitted bat biologist and works with listed bat species throughout the U.S., including numerous acoustic and roost surveys for the Florida bonneted bat in south Florida. He is also an avid birder and observed over 370 species of birds by sight or sound across the U.S. He often completes surveys for species protected under the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act.

PROJECTS

Mosaic, Multiple Mines

Florida

Biologist

Threatened and endangered species surveys and relocations, wetland delineations, wetland mitigation monitoring, and nuisance/exotic vegetation management at multiple phosphate mines in Polk and Hardee counties.

Vulcan Materials Company, Multiple Aggregate Mines

Florida

Biologist

Hydrological monitoring, water quality sampling, and threatened/endangered species surveys/relocations at nine aggregate mines in Lake, Marion, Polk, and Putnam counties.

Lake County Government and City of Mount Dora, Multiple Projects

Florida

Biologist

Threatened/endangered species surveys/relocations, Phase I Environmental Site Assessments, osprey nest removals and permitting, and wetland mitigation monitoring for multiple county and city projects in Lake County.

Private Developers, Lakes of Mount Dora and RedTail

Florida

Biologist

Hydrological monitoring, water quality sampling, and wetland mitigation monitoring of housing development retention ponds in Lake County.

Charlotte County Airport Authority, Punta Gorda Airport

Florida

Biologist

Florida bonneted bat acoustic monitoring and roost survey in support of Environmental Assessment for Five-Year Capital Improvement Program.

Confidential Client, Berm Construction

Florida

Field Supervisor/Biologist

Roost and acoustic surveys for Florida bonneted bat at fourteen sites in Osceola County.



Florida Department of Transportation (District 5), US 441 over SR 46 Bridges

Florida

Field Supervisor/Biologist

Exclusion for roosting bats in the US 441 over SR 46 northbound and southbound bridges in Lake County. Included the installation of six bat boxes in the vicinity of the bridges.

Florida Department of Transportation (District 5), Multiple Bridge Projects

Florida

Field Supervisor/Biologist

Exclusions for roosting bats in the I-95 bridges over CR 5A in Brevard County, SR 482 bridges in Orange County, and SR 33 Green Swamp Bridge in Lake County.

Florida Department of Transportation (District 7), I-75 Bridge Ramps

Florida

Field Supervisor/Biologist

Exclusion for roosting bats in I-75 bridge ramps in Hillsborough County.

Florida Department of Transportation (District 1), Ortiz Avenue / SR 82 – Hendry County Line to Gator Slough

Florida

Field Supervisor/Biologist

Florida bonneted bat roost and acoustic surveys for the for the Ortiz Avenue Roundabout at the Hanson Road Extension and SR 82 – Hendry County Line to Gator Slough in Lee and Collier counties, respectively.

Vulcan Materials Company, East Naples Mine, Fort Myers Quarry, Tiger Creek Conservation Bank

Florida

Biologist

Acoustic surveys for Florida bonneted bat in Collier, Lee, and Polk counties.

Mosaic, Ona and DeSoto Mines

Florida

Biologist

Acoustic surveys for Florida bonneted bat on approximate 22,000 and 18,000-acre sites in Hardee and DeSoto counties, respectively.

Scotts, Hyponex Peat Mine

Florida

Biologist

Hydrological monitoring and wetland mitigation monitoring at reclaimed mine in Lake County.

Florida Power & Light, Alligator Substation Feeder Line

Florida

Biologist

Roost survey for Florida bonneted bat on ±5-mile distribution line in Collier County.

Florida Power & Light, Sweetwater Distribution Line

Florida

Biologist

Roost and acoustic surveys for Florida bonneted bat on ±1.6-mile distribution line in Miami-Dade County.

Mountain Valley Pipeline, LLC, MVP Southgate

North Carolina and Virginia

Biologist

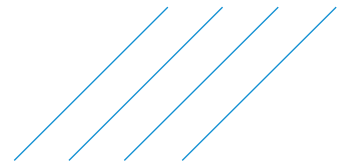
Mist net and acoustic bat surveys along approximate 72-mile proposed interstate natural gas pipeline crossing three counties.

Mountain Valley Pipeline, LLC, Mountain Valley Pipeline

West Virginia and Virginia

Biologist

Mist net surveys, detailed habitat assessments, and portal searches along 303-mile pipeline crossing 17 counties and federal lands.



Patrick D. Bates

Senior Environmental Scientist

Patrick Bates has 19 years of diverse ecological sciences experience involving assessment and monitoring of ecological conditions including wildlife habitat assessments, threatened and endangered (T&E) species assessments, coordination with Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS), environmental construction oversight, permit preparation and evaluation, wetland mitigation site monitoring, biological data collection and analysis, water quality monitoring, watershed assessment, environmental permitting compliance, environmental impact studies, and vegetation sampling.

Mr. Bates' experience includes:

Fox Creek Regional Off-site Mitigation Area (ROMA) Project Phase 1 and 2, Sarasota County Public Works Division, Sarasota County, FL. As project scientist for a regional mitigation area offsetting impacts for multiple planned infrastructure projects, Mr. Bates conducted ecological site assessment (UMAM), wetland delineations, Florida scrub jay surveys, bald eagle nest location monitoring, and mitigation site planting oversight and review.

Bahia Beach Restoration, Southwest Florida Water Management District, Hillsborough County, FL. As project biologist, provided National Pollutant Discharge Elimination System (NPDES) monitoring, ecological site assessment, and mitigation site planting oversight and review. He was also responsible for overseeing the contractor's vegetation planting, grading, and other permit requirements.

Florida Power and Light Co. (FPL), T11499 Midway-Levee, Broward County, FL. As lead project biologist, Mr. Bates conducted USFWS-listed avian species baseline surveys and bi-weekly surveys, primarily for the Everglade snail kite and wood stork, for permit construction permit compliance.

Critical Coastal Habitat Assessment, Tampa Bay Estuary Program, Hillsborough County, FL. As project scientist, provided baseline sampling events to assess critical habitat communities existing within mangrove, marsh, and upland ecotones in five coastal ecosystems of Tampa Bay.

Central Florida Expressway Authority SR 429 Extension Project (Sections 202,203,204,205 and 206, Gopher Tortoise Relocation, Orange County and Lake County, FL. Mr. Bates was the lead FWC-Authorized Gopher Tortoise Agent and senior field lead responsible for burrow surveys, permitting, and relocation of more than 500 gopher tortoises (out of nearly 800 burrows).

Red Bug Slough Restoration, Sarasota County Parks, Sarasota County, FL. As project scientist, provided NPDES monitoring, ecological site assessment, and mitigation site planting oversight and review. He was also responsible for overseeing the contractor's vegetation planting, grading, and other permit requirements.

Florida Gas Transmission Company, LLC, 30inch Jacksonville Loop, Suwannee and Columbia Counties, FL. As project biologist, Mr. Bates provided gopher tortoise burrow surveys and relocation services.

Total years of experience

19

Years with firm

18

Education

B.S., Wildlife Ecology and Conservation, University of Florida, 2000

A.A., General Studies, Valencia Community College, 1997

Certifications

National Pollutant Discharge Elimination System (NPDES) – Certified Inspector

Florida Fish and Wildlife Conservation Commission (FWCC) – Authorized Gopher Tortoise Agent, GTA-09-00012

Florida Fish and Wildlife Conservation Commission (FWCC)- Registered Agent (Burrowing Owl)

National Association of Environmental Professionals, Florida chapter

Software

Microsoft Applications, Trimble Global Positioning System (GPS) mapping

Professional development

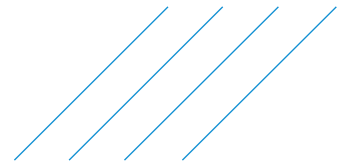
The Wildlife Society, Florida Chapter Grass Identification Training, 2017

Grass and Sedge ID class, Southeastern Botany, 2016

Florida Forestry Service, Basic Fire Management Training, 2014

Patrick D. Bates

Senior Environmental Scientist



Withlacoochee State Forest Two-Mile Prairie Unit Long-Term Gopher Tortoise Recipient Site, Florida Department of Transportation (FDOT) District Seven, Citrus County, FL. As lead project scientist, Mr. Bates provided gopher tortoise burrow surveys, vegetation surveys, and permitting assistance for this agreement between FDOT and the Florida Division of Forestry for the long-term gopher tortoise recipient site to be used exclusively for FDOT District Seven tortoise relocation projects.

SWFWMD Wetland Assessment Procedure (WAP) Training, 2013 and 2019

CR 769 (Kings Highway: Sandhill Blvd. to Peace River Road) PD&E FDOT D1, Charlotte County, FL. As project scientist, Mr. Bates conducted various T&E species surveys pursuant to USFWS and FWC guidelines, including crested caracara, Florida scrub jay, red-cockaded woodpecker, southeastern American kestrel, and gopher tortoise.

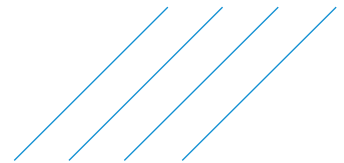
Waste Management, Okeechobee Landfill Mitigation and Land Management, Okeechobee County, FL. Mr. Bates coordinated and assisted with multiple protected species surveys and vegetation monitoring throughout the 400+ acre property as part of on-going mitigation and land management for compliance with permits for expansion of the landfill. These tasks included crested caracara surveys; gopher tortoise surveys and relocations; Florida sandhill crane nest surveys; wood duck box, bat house, and barn owl box installations and monitoring; created and restored wetland vegetation monitoring; pine flatwoods management through prescribed fire; and qualitative wildlife utilization assessments including small mammal, amphibian/reptile, and wading bird surveys.

Interstate 95 (SR 93) and Oslo Road, FDOT District Four, Indian River County, FL. As lead project biologist, Mr. Bates conducted T&E surveys in support of NEPA re-evaluation. USFWS and FWC-listed species surveyed included the crested caracara, Florida sandhill crane, and southeastern American kestrel.

Honore Avenue/Pinebrook Road Extension Phase 7, Sarasota County Public Works Division, Sarasota County, FL. As project biologist, provided tortoise burrow surveying, relocation permitting, gopher tortoise bucket trapping and mechanical excavation relocation, and Florida scrub jay surveys.

GEC Environmental Permitting Assistance, Florida Dept. of Transportation Districts One and Seven, Central and Southwestern Florida. Mr. Bates conducts wetland and wildlife evaluations for multiple projects, acting as an extension of FDOT staff throughout central and southwestern Florida in support of Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACE) permits; training FDOT environmental and construction management staff in wildlife-identification and construction-related wildlife protection guidelines.

City of Venice Florida Municipal Airport and Lake Venice Golf Course Relocation, Sarasota County, FL. As project scientist, Mr. Bates provided field support for environmental assessments (EAs), wetland delineations, tree surveys, gopher tortoise permitting and relocation, burrowing owl surveys and Florida scrub jay surveys. Mr. Bates also recently provided a technical advisory memorandum for site development feasibility.



Michael S. Ray

Senior Scientist

Michael Ray is a project manager/senior environmental scientist in Atkins' ecological sciences program. He has 19 years of practical experience in natural area assessments, mitigation projects, threatened and endangered species surveying, wetland delineation, state and federal permitting, National Pollutant Discharge Elimination System (NPDES) inspections, water quality and turbidity monitoring services, vegetation and hydrologic monitoring, data analysis, native and exotic plant identification, and prescribed fire management planning. Prior to joining Atkins, Mr. Ray served as the senior biologist for the Seminole County Natural Lands Program (SCNLP) where he oversaw the implementation of the SCNLP's Resource Monitoring Plan for 13 properties totaling approximately 7,000 acres.

Ms. Ray's project experience includes:

City of Winter Haven Airport Preliminary Environmental Assessment Services, Winter Haven, FL. Field Scientist. Mr. Ray participated in a preliminary environmental assessment (EA) for the Winter Haven Airport project, located within the limits of airport property. The purpose of the assessment was to determine potential environmental permitting constraints, specifically wetland impacts, and gopher tortoise impacts associated with future development within the property boundary.

Florida Department of Transportation (FDOT) Districts Three, Four, and Five – Various Projects, Indian River, Leon, Osceola, and St. Lucie Counties, FL. Field Scientist. Mr. Ray participated in threatened and endangered (T&E) species monitoring in conjunction with numerous FDOT road projects throughout Florida. Species surveys included surveys for Florida scrub jay and fragrant prickly apple along CR 707; documenting the location, flight pattern, and general behavior of the crested caracara along SR 70; listed species monitoring surveys for Florida scrub jays, Florida scrub lizards, four-petal pawpaw, gopher tortoise, and Lakela's mint along US 1/SR 5; and Florida scrub jay surveys, crested caracara nest monitoring, and Everglade snail kite nest monitoring along SR 60. He participated in wetland identification and delineation in association with the I-10/US 90 Lane Widening and Ramp Improvement project located in Leon County. The data compiled were also used to create natural features inventory (NFI) for the Environmental Division of the Leon County Growth Management Program.

Wekiva Parkway Section 202/203/204/205/206, Central Florida Expressway Authority (CFX), Orange and Lake County, FL. Field scientist/Authorized agent. Oversaw and participated in activities that included the survey and excavation and relocation of 624 gopher tortoises (out of 1,141 burrows excavated) within the proposed right-of-way of project Sections 202, 203, 204, 205, & 206 of the tolled highway extension. Tortoise relocations were completed using track hoe excavation, hand digging, and bucket trapping. All commensal species found occupying burrows (which included a variety of snakes, frogs, toads, & small mammals) were removed and relocated outside proposed clearing limits, while all gopher tortoises were safely transported to a designated long-term recipient site off-site.

Malabar Road PD&E Study, Brevard County, FL (FDOT D5). Field Scientist. Mr. Ray is a field biologist for the preparation of the endangered species portion of the

Total years of experience

18

Years with firm

14

Education

B.S., Biology, University of Central Florida, 2000

B.S., Liberal Arts, University of Central Florida, 1996

Certifications

Authorized Gopher Tortoise Agent (Permit # GTA-17-00078A)

Florida Boating Safety Certification, 2003

National Pollutant Discharge Elimination System (NPDES)-Certified Stormwater Management Inspector, No. 26132

Wildland Firefighter Training: Standards for Survival, 2001

S-130: Fire Safety, 2002

S-190: Intermediate Fire Suppression, 2002

Professional affiliations

Central Florida Prescribed Fire Council

The Wildlife Society

National Association of Environmental Professionals, Florida chapter

Association of Field Ornithologists

Software

ArcMap 10.X

Solinst Levellogger

Trimble Pathfinder

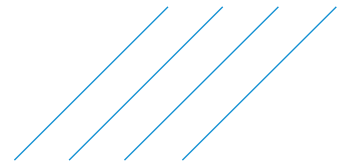
Professional development

Audubon Christmas Bird Count, 2010-2017

Loomacres Advanced Airport Wildlife Hazard Management Training, 2016

Michael S. Ray

Senior Scientist



Natural Resource Evaluation for FDOT's District 5's PD&E Study for the widening of Malabar Rd in Brevard County. Listed species involvement includes: bald eagles, Florida scrub-jays, gopher tortoises, and crested caracara for which field surveys were conducted and project impact assessments were evaluated. Avoidance, minimization, and mitigation analyses are on-going.

City of Minneola Wastewater Treatment Facility, Lake County, FL. Field Scientist. Mr. Ray supported the listed species surveys for the City of Minneola Wastewater Treatment Facility project. The abandoned citrus grove supported a population of Florida scrub jays and a high density of gopher tortoises. Mr. Ray supported the off-site gopher tortoise relocation permit from the Florida Fish and Wildlife Conservation Commission (FWC) and provided support in the excavation of 112 gopher tortoise burrows.

Waste Management, Inc., Okeechobee Landfill, Okeechobee, FL. Senior Scientist. Mr. Ray provides permitting and environmental services including: wetland delineation and assessment and listed species surveys to Waste Management for their perpetual current and future permitting needs for the management of their 4,000+-acre landfill site. He is responsible for the coordination and collection of groundwater and surface water elevation data throughout the site, land management supervision, and the management and maintenance of over 440 acres of onsite created and restored forested and herbaceous wetland mitigation; including bi-annual monitoring and reporting for ACOE/FDEP permit compliance. He serves as the project manager and lead biologist responsible for contractor and client coordination, and quality control of all mitigation activities.

Excavation Safety for the Competent Person Training, 2015

Central Florida Prescribed Fire Council Annual Meeting, 2006-2016

SWFWMD Wetland Assessment Procedure (WAP) Training, 2012

DEP Wetland Delineation Training: Hydric Soils, 2008

Environmental Permitting Summer School, 2010, 2012

Florida Association of Environmental Soil Scientists: Hydric Soils of Florida Workshop, 2007

United States Power Squadrons Boating Course, 2007

Natural Areas Training Academy: Managing for Diversity Across Florida's Unique Landscape, 2003

University of Florida: Managing Forests to Protect Listed Wildlife Species, 2003

Public Land Acquisition & Management Partnership Conference, 2002

U.S. Fish and Wildlife Service (USFWS) Florida Scrub Symposium, 2001



Ryan Fowler

Senior Scientist

Ryan Fowler is a senior ecologist for Atkins projects throughout Florida, Georgia, and Alabama. He has 15 years of practical field and project management experience in ecological assessments, land management practices, state & federal permitting, wetlands mitigation and restoration, and geographic information system (GIS) applications. Mr. Fowler's areas of focus include qualitative and functional assessments of ecological communities/land uses/habitats; jurisdictional waters delineations; protected flora and fauna surveys and translocations; nuisance/exotic species management; natural resource impact avoidance and minimization analysis for design and construction; quantitative hydrologic and vegetation monitoring; and application of land management techniques for habitat restoration and mitigation

Ms. Fowler's Atkins project experience includes:

Sebring Regional Airport Environmental Permitting and Protected Species Services, Sebring, FL. Mr. Fowler served as assistant biologist for the Taxiway Bravo, Commerce Park, Catalyst Site, and Carroll Shelby Drive Improvements projects at the Sebring Regional Airport. He assisted with crested caracara nesting surveys and habitat management plan preparation as well as wood stork foraging analysis. Mr. Fowler has also provided Florida burrowing owl abundance and distribution surveys as well as gopher tortoise burrow surveys and scoping prior to excavation. For the Terminal Apron Rehabilitation project, Mr. Fowler was the lead biologist and Registered Burrowing Owl Agent responsible for the permitting, scoping, and excavation of Florida burrowing owl burrows for translocation of individuals inhabiting the construction area.

Lakeland-Linder Airport Gopher Tortoise Relocation, Lakeland, FL. Mr. Fowler was tasked with managing and conducting gopher tortoise permitting and relocation efforts prior to construction of an Intermodal expansion project for the Lakeland-Linder Airport. Services included 100% survey of tortoise burrows, submittal of gopher tortoise conservation permit and coordination with the Florida Fish and Wildlife Conservation Commission (FWC). Mr. Fowler managed the mobilization of heavy equipment crews and tortoise relocation biologists to scope and excavate burrows within the project area and remove/relocate all tortoises impacted. Mr. Fowler worked with engineering/construction personnel to temporarily avoid those tortoise burrows requiring capture via bucket trap without delays to the construction schedule.

Okeechobee Landfill Mitigation and Land Management, Okeechobee County, FL. Mr. Fowler led the monitoring efforts for the 400+ acre property pursuant to the permit conditions for expansion of the landfill. Tasks included protected species surveys for crested caracara; bald eagle nest monitoring; gopher tortoise surveys and relocations; sandhill crane nesting surveys; wood duck box, bat house, and barn owl box installations and monitoring; vegetation monitoring within created and restored wetlands; pine flatwoods restoration/management through prescribed fire; invasive flora monitoring and herbicide oversight; and qualitative wildlife utilization assessments including small mammal, amphibian/reptile, and wading bird surveys.

Seminole County Land Management, Yankee Lake Regional Wastewater Reclamation Facility, Seminole County, FL. Mr. Fowler was the senior scientist responsible for the implementation of the Florida Scrub Jay Habitat Management

Total years of experience

15

Years with firm

13

Education

B.S., Wildlife Ecology and Conservation; University of Florida, December 1998

Certifications

Registered Florida Burrowing Owl Agent, FFWCC, Permit # RAG-18-00075

Certified Prescribed Burn Manager, Florida Forest Service, Certified Burner # 20134466

Authorized Gopher Tortoise Agent, FFWCC, Permit # GTA-14-00064B

Certified Herbicide Applicator Florida Dept of Agriculture and Consumer Services; Commercial, Natural Areas, and Aquatic License # CM23487

Qualified Stormwater Management Inspector, Florida Department of Environmental Protection (#25938)

Professional affiliations

Central Florida Prescribed Fire Council

Society of Wetland Scientists

The Wildlife Society, Florida chapter
National Wildlife Federation, Florida chapter

NE Florida Scrub Working Group

Software

ESRI GIS Applications

Trimble TerraSync

Trimble GPS Pathfinder Office

Sontek RiverSurveyor

Kaleidoscope Pro

Ryan Fowler

Senior Scientist

Plan by conducting population/distribution surveys, breeding season nest surveys, and annual vegetation monitoring. He implemented the prescribed fire management plan and was responsible for fuel load reduction and fire line maintenance for the Florida scrub jay conservation area. He also conducted periodic wetland biota monitoring in adjacent habitat, collecting water quality, vegetation, and faunal data that were used to evaluate ecological function. Additional sampling included percent cover of vegetative strata; determining percent cover of nuisance and exotic flora; and documenting wildlife utilization of the sand pine scrub community. As certified burn manager, Mr. Fowler was the acting burn boss for all prescribed fire events related to management of the Florida scrub jay habitat at the Yankee Lake site. Additionally, Mr. Fowler was the lead certified herbicide applicator responsible for identification and management of nuisance and exotic vegetation, both terrestrial and aquatic.

Lake Lizzie Preserve Land Management, Osceola County, FL. Mr. Fowler performed support services as a senior prescribed fire technician, assisting with the planning and implementation of prescribed fire and preparation of eco-friendly fire lines for a portion of the 1,070-acre Lake Lizzie Preserve. The prescribed fires were conducted for the County's Environmental Lands Conservation Program to help restore historic vegetative communities. Lake Lizzie burn units consisted of dense upland scrub habitat (approximately 30-year rough) with the added challenge of urban interface, including residential, transportation, and utility infrastructure in surrounding areas.

Central Florida Expressway Authority SR 429 Extension Project, Gopher Tortoise Relocation, Orange and Lake County, FL. Mr. Fowler was a lead Authorized Gopher Tortoise Agent and senior field lead responsible for the 100% survey, permitting, and relocation of more than 500 gopher tortoises (out of more than 800 burrows) within the proposed right-of-way of Sections 202, 203, 204, 205, & 206 of the tolled highway extension. Atkins was the sole sub-contractor for gopher tortoise relocations on these phases of the project. Tortoise relocations were completed using track hoe excavation, hand digging, and bucket trapping. All commensal species found occupying burrows (which included a variety of snakes, frogs, toads, and small mammals) were removed and relocated outside proposed clearing limits, while all gopher tortoises were safely transported to a designated long-term recipient site off-site.

US 27 Widening and Reconstruction Project, Lake County, FL (FDOT D5). Mr. Fowler served as biologist in support of the Florida Department of Transportation (FDOT's), District 5's US 27 Widening and Reconstruction Design/Build project. Sand skink and gopher tortoise surveys were conducted and both species were found within a proposed pond site during the initial environmental assessment conducted for this project. Mr. Fowler assisted the project manager with agency coordination to receive a Biological Opinion from the U.S. Fish and Wildlife Service (USFWS) and an incidental take permit from the FWC in less than 60 days, with no delays to the project schedule.

Professional development

Bat Acoustic Survey Methods Training, February 2018

Wildlife Hazard Management at Airports, March 2016

Grass and Sedge ID Class, Southeastern Botany, November 2015

Florida Environmental Permitting Summer School, July 2014

Conservation Site Assessment and Planning, March 2014

Florida Cogongrass Management Workshop, May 2013

Prescribed Fire Techniques for Wildlife, March 2013

Wildland Fire Training, I-100, S-190, S-130, L-180, S-110, S-212, Florida Division of Forestry, 2010-2015

SWFWMD Wetland Assessment Procedure (WAP) Training, 2012

Florida Boating Safety Course, American Safety Council, September 2010

Hydric Soils Workshop, Florida Association of Environmental Soil Scientists, April 2010 & 2019

Intermittent and Perennial Stream Identification Workshop, February 2009

MGIS-Certified Training - Trimble GeoXH and TerraSync (Navigation Electronics, Inc.), April 2008

40-Hour U.S. Army Corps of Engineers Wetland Delineation Training (Richard Chinn Environmental Training, Inc.), August 2007



Amanda K. Glaze

Senior Scientist

Amanda Glaze has 5 years of experience in the area of local, state, and federal permitting; field flora and fauna surveys; listed species surveys (e.g., gopher tortoise) and relocations; wetland delineation; aquatic surveys; and assisting with presentations and public meetings. She is an accomplished scuba diver and has experience in nuisance species control, environmental resource permitting, preparing environmental assessments and reports, agency and stakeholder coordination, compliance activities, and geographic information services (GIS).

Ms. Glaze's Atkins project experience includes:

Electrical Transmission and Distribution Environmental Services, Florida Power & Light Company (FPL), Various Locations in Florida (FL). As lead environmental scientist, Ms. Glaze has led the preparation of multiple individual environmental assessment reports for terrestrial and aquatic projects. She has been responsible for data collection, field activities, report and permit application submittals to local, state and federal agencies for a variety of engineering and environmental services that FPL's transmission and distribution group requires around the state of Florida. She has coordinated and completed surveys and consultations with the United States Fish and Wildlife Service (USFWS) for the Florida scrub jay, eastern indigo snake, American crocodile, Florida bonneted bat, Stock Island tree snail, and the West Indian manatee. Most recently she managed the best management practices, surveys, and relocation of over 90 gopher tortoise burrows within the City of Titusville to support a distribution hardening job. Tasks included capturing gopher tortoises using bucket traps and hand shovels, marking, transporting, and supervising backhoe excavation of gopher tortoise burrows.
Duration: July 2014-Current

Jacksonville Expansion Project, Florida Gas Transmission Company, LLC (FGT), Bradford, Clay, Suwannee, and Columbia County, FL. As lead environmental scientist, led the preparation of individual environmental assessment reports to be submitted to the Federal Energy Regulatory Commission (FERC) for impacts associated with the installation of a proposed natural gas pipeline. Led all the data collection, field activities, and report submittals to the FERC. Also permitted and coordinated with the U.S. Army Corps of Engineers (USACE), USFWS, Florida Department of Environmental Protection (FDEP), and Florida Fish and Wildlife Conservation Commission (FWC). She is responsible for quarterly wetland monitoring and submitting relative vegetation reports to both federal and state agencies. Other services provided to FGT include pre- and post-construction compliance, invasive management control, erosion control inspection, document control, and species relocation. **Duration:** February 2015-Current

Suncoast Connector- Multi-use Corridors of Regional Economic Significance (M-CORES), Florida Department of Transportation, Citrus to Jefferson County, FL. The M-CORES program is intended to encourage job creation and provide regional connectivity while leveraging technology, enhancing the quality of life and public safety, and protecting and enhancing the environmental and natural resources. Serving as the owner's representative for the Florida Department of Transportation (FDOT), she has assisted FDOT with public meetings and has provided technical support for all environmental issues. She has participated in open houses for the public, discussing the potential for protection and enhancement of

Total years of experience

6

Years with firm

5

Education

B.S., Environmental Studies,
University of West Florida, 2013

Certifications

Authorized Gopher Tortoise Agent,
Florida Fish and Wildlife Conservation
Commission, 2018

American Heart Association,
Heartsaver® First Aid/CPR/AED,
expires 03/2020

Emergency Oxygen Administration,
American Safety & Health Institute,
expires 03/2020

Stormwater Management Inspector,
Florida Department of Environmental
Protection, 2015

Certificate, Geographic Information
Science, University of West Florida,
2013

Master Diver, Professional Association
of Diving Instructors (PADI), 2008

Professional affiliations

Central Florida Association of
Environmental Professionals

Alpha Gamma Delta, Central Florida
Alumnae Association

Software

ArcGIS, ArcView, Microsoft Office
Suite, GPS Pathfinder

Professional development

Florida Chamber Foundation's
Environmental Permitting Summer
School, 2017-2019

Hydric Soils Workshop, Florida
Association of Environmental Soil
Scientists, 2016

Amanda K. Glaze

Senior Scientist

wildlife corridors and environmentally sensitive areas. **Duration:** September 2019-Current

Jupiter Beach Restoration Project, City of Jupiter, Martin County, FL. Served as part of the Atkins dive team inspecting the dredge pipe for potential impacts to the near shore hard bottom reefs. Conducted pre- and post- surveys of the hard bottom reef prior to and after pipe deployment. **Duration:** December 2018-July 2019

Mims Boat Ramp Muck Removal Project, Brevard County, Satellite Beach and Mims FL. Assisted with seagrass mapping work conducted prior to muck dredging at the Mims boat ramp site in Brevard County. This work involved spot checks and transects to confirm the presence or absence of seagrass, followed by an assessment of the seagrass areas which included: evaluation of species location, composition, and density. In addition, she assisted with the post construction survey, documenting the return of beneficial submerged aquatic vegetation. **Duration:** July 2016-May 2019

Flood Control and Coastal Emergency Shore Protection Project, Manson Construction Company, Jupiter Island, FL. As an Atkins diver, she assisted with conducting benthic resource investigations within the vicinity of a proposed pipeline corridor connecting an offshore borrow area to a sand placement area on the beach. The work included delineating benthic resources using Trimble units, monitoring the integrity of the pipeline, and installation of pipeline caps when needed. **Duration:** January 2016-March 2016

Martin-Gulfstream Meter and Regulator Station Project, FGT, Martin County, FL. Lead environmental scientist responsible for survey design, data collection and analysis, agency correspondence, and coordination of all aspects of implementation of the environmental resource report conditions. Tasks accomplished as part of this project include identifying wetland and waterbodies, describing present site conditions, species surveys and analysis, coordination with county personnel, FDEP, USACE, FERC, FWC, USFWS, and the State Historic Preservation Office, stakeholder communication, document presentation, and project management. **Duration:** March 2015-August 2015

Compressor Station 21.5, FGT, Broward County, FL. As an environmental scientist, she was responsible for assisting/collaborating with others to complete listed species surveys. Specific duties included pedestrian surveys for gopher tortoises, state- and federally-listed plants, and burrow/refugia scoping for the eastern indigo snake. Other duties included coordination with the USFWS, including pre- and post- construction species monitoring reports. **Duration:** March 2015-August 2015

FERC, Seminar on Best Practices for Industry Outreach, Cumulative Impact Analysis, and FERC 3rd party NEPA Process, 2015

FERC, Environmental Review and Compliance for Natural Gas Facilities Seminar, 2015

Basic Fire Management (S-130, S-190, I-100), Florida Forest Service, 2014

Underwater Naturalist, PADI, 2008



Billy Pratsch

Senior Scientist

Billy Pratsch is an environmental scientist in Atkins' ecological sciences program. He has 4 years of practical experience in threatened and endangered (T&E) species surveying, wetland delineation, vegetation monitoring, native and exotic plant identification, and environmental permitting with local, state, and federal agencies.

Mr. Pratsch's Atkins project experience includes:

Florida Power & Light Company (FPL), Environmental Services, Various Locations in Florida (FL). Serves as an environmental scientist that aids in the facilitation of a wide variety of environmental services which FPL's transmission and distribution group requires around the state of Florida. Responsibilities include local, state, and federal permitting, field assessments, gopher tortoise surveying, and the management of GIS data and maps. **Duration:** May 2016-Current

Florida Power & Light Company (FPL), Gopher Tortoise Relocations, Various Locations throughout Volusia County, FL. Serves as the task manager and field lead that aids FPL's transmission group with surveying for gopher tortoise burrows, machine/hand excavation of gopher tortoises, as well as setting and checking gopher tortoise bucket traps. **Duration:** April 2019-Current

Okeechobee Landfill, Inc., Environmental Services, Okeechobee, FL. Serves as an environmental scientist that aids in the facilitation of a wide variety of environmental services for the Okeechobee Landfill. Responsibilities include monthly hydrological monitoring, bi-annual vegetation monitoring, gopher tortoise surveys, and sub-contractor oversight. **Duration:** June 2015-Current

Yankee Lake Regional Wastewater Treatment Plant, Land Management Services, Seminole County, FL. Served as an environmental scientist responsible for assisting in the implementation of the nuisance and exotic vegetative species control program for the natural upland and wetland communities. Also participated in the implementation of the Florida Scrub Jay Habitat Management Plan by assisting with Florida scrub jay nest surveys. **Duration:** June 2015-October 2018

Central Florida Expressway Authority, Various Projects, Orange County, FL. Served as an environmental scientist responsible for wetland delineations and vegetation identification in association with the mainline widening and toll plaza improvements of the Central Florida GreeneWay (SR417) and East-West Expressway (SR408). **Duration:** September 2015-December 2016

Central Florida Expressway Authority, Gopher Tortoise Relocations, Apopka, FL. Served as an environmental scientist responsible for assisting with surveying for gopher tortoise burrows, machine/hand excavation of gopher tortoises, as well as setting and checking gopher tortoise bucket traps. **Duration:** June 2015-September 2016

Total years of experience

6

Years with firm

4

Education

M.S., Conservation Biology,
University of Central Florida, 2015

B.S., Environmental Science,
University of Central Florida, 2011

Software

ArcMap 10.5

Trimble Pathfinder

Professional development

Authorized Gopher Tortoise Agent
(Permit # GTA-16-00048B)

Qualified Stormwater Management
Inspector (NPDES), 2016

S-130 Firefighter Training, 2016

S-190 Introduction to Wildland Fire
Behavior, 2016

American Heart Association, First
Aid/CPR/AED Certified, 2018

Cody L. Sparaco

STAFF SCIENTIST

PROFESSIONAL EXPERIENCE

Cody is a Staff Scientist with the Ecology Division in our Jacksonville, FL office with a specialty in threatened & endangered species surveys. During his years at the University of Central Florida, Cody worked at the UCF Arboretum where he focused on the study of gopher tortoises (*Gopherus polyphemus*) to help the Landscape and Natural Resources department understand how areas of prescribed burns affected tortoise population compared to areas on campus which were unburned. Cody also interned with the UCF Environmental Health and Safety Unit where he became skilled at collecting, processing and recording water quality samples. These water quality samples allowed him to move into a position as lab technician in the school's Coastal and Estuary Ecology lab where he assisted in finding the safest and most sustainable eradication method for filamentous green macroalgae (*Chaetomorpha* spp.) through the use of acetic acid. Cody furthered his experience in the ecology realm by interning with the UCF Marine Turtle Research Group at the Archie Carr National Wildlife Refuge, known for being one of the most populated nesting beaches for Loggerhead sea turtles in the Western Hemisphere. While here, he captured, tagged, released, surveyed and inventoried Loggerhead, Green and Leatherback sea turtles, as well as educated the public on sea turtle nesting habitats and behaviors.

Cody also gained experience with the Florida Fish and Wildlife Conservation Commission (FWC) where he assisted in the removal of invasive hydrilla in local ponds and lakes, as well as preparing maps of proposed hydrilla treatment locations on Lake Underfill using ArcGIS. After graduating, he gained experience performing ecological due diligence assessments, threatened and endangered species assessments, sand skink surveys, and gopher tortoise surveys in central Florida before moving north to Jacksonville to join the ESI team.

PROJECT EXPERIENCE

- 850 Mile Fiber Optic Stream/Wetland Delineation and Protected Species Assessment – North Carolina, Virginia, West Virginia, Ohio
- Sand Dune Restoration – Daufuskie Island - Hilton Head, South Carolina
- Overall Bank Management, Greens Creek Mitigation Bank - Clay County, FL
- Wetland Enhancement & Creation Area monitoring – Nocatee, FL.
- Wetland Enhancement & Creation Area monitoring – Coxwell Disaster Relief Landfill – Nassau County, FL
- Prescribed Burn - University of North Florida Natural Lands – Duval County, FL
- Protected Species Assessment and Wetland Delineation - Black Creek - Clay County, FL
- Endangered Sea Turtle Surveying, Marking, & Releasing - UCF Marine Turtle Research Group – Archie Carr National Wildlife Refuge – Brevard County, FL.
- T&E Survey – Dominion Due Diligence Group – Sarasota County, FL
- T&E Survey – Dominion Due Diligence Group – Bay County, FL
- Gopher Tortoise Survey & Relocation - JEA/Anheuser Busch Factory - Duval County, FL
- Gopher Tortoise Survey & Relocation – E-Town / 9B - Duval County, FL
- Sand Skink Survey - Sumter State College - Clermont, FL
- Sand Skink Survey - Pacific-Ace - Davenport, FL
- Sand Skink Survey - Roper 80-Acre project - Groveland, FL
- Eagle Monitoring – Rivertown - St. Johns County, FL
- Eagle Monitoring – Crane Island – Nassau County, FL
- Groundwater Sampling – Envision - Duval County, FL



EDUCATION

Bachelor of Science, Environmental Studies, University of Central Florida, 2015

AFFILIATIONS

Gopher Tortoise Council

CERTIFICATIONS

Florida Fish & Wildlife Conservation Commission Authorized Gopher Tortoise Agent (GTA-16-00047B)

ATV Safety Institute Rider Course

NASE Open Water Diver SCUBA Certified

Boat U.S. Foundation Boating Safety Course

American Red Cross Adult First Aid/CPR/AED

YEARS OF EXPERIENCE: 4

YEARS AT FIRM: 3

APPENDIX B
EXHIBITS A – H

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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 Amelia Island Beach HCP,
Environmental Solutions &
2. This sworn statement is submitted by (entity) Innovations, Inc. whose business address is 4525 Este Avenue, Cincinnati, Ohio 45232 and (if applicable) Federal Employer Identification Number (FEIN) is 31-1697213 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is Taina Pankiewicz and my relationship to the entity named above is Chief Operating Officer.
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

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2019-06

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

agents who are active in management of an entity.

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

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

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

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

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

Taneia
Signature

1/7/2020
Date:

STATE OF OHIO

COUNTY OF Hamilton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7 day of January, 2020, and is personally known to me, or has provided _____ as identification.



SHAWNA PETTUS
Notary Public, State of Ohio
My Commission Expires 01-22-2022

Shawna Pettus
Notary Public

My Commission expires: 1/22/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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: Environmental Solutions & Innovations, Inc.

CITY: Cincinnati

STATE: Ohio

ZIP CODE: 45232

SIGNATURE: Taina Pankiewicz

PHONE: 513-591-4311

NAME (TYPED OR PRINTED): Taina Pankiewicz

TITLE: COO

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2019-06

Project Description: Amelia Island Beach Habitat Conservation Plan

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: Environmental Solutions & Innovations, Inc.

Authorized Signature: 

Title: Chief Operating Officer

Date: 1/7/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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: Taina Pankiewicz Title: Chief Operating Officer

Signature:  Date: 1/7/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Beach HCP.

This sworn statement is submitted by (entity) Environmental Solutions & Innovations, Inc. whose business address is 4525 Este Avenue, Cincinnati, Ohio 45232 and (if applicable) Federal Employer Identification Number (FEIN) is 31-1697213 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Taina Pankiewicz and my relationship to the entity named above is Chief Operating Officer.

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

Taina Pankiewicz 1/7/2020
Signature Date:

STATE OF OHIO
COUNTY OF Hamilton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7 day of January, 2020, and is personally known to me, or has provided as identification.

[Signature] My Commission expires: 1/22/2022
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



SHAWNA PETTUS
Notary Public, State of Ohio
My Commission Expires 01-22-2022

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Beach HCP.

This sworn statement is submitted by (entity) Environmental Solutions & Innovations, Inc. whose business address is 4525 Este Avenue, Cincinnati, Ohio 45232 and (if applicable) Federal Employer Identification Number (FEIN) is 31-1697213 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Taina Pankiewicz and my relationship to the entity named above is Chief Operating Officer.

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.

Taina Pankiewicz 1/7/2020
Signature Date:

STATE OF OHIO
COUNTY OF Hamilton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7 day of January, 2020 and is personally known to me, or has provided as identification.

[Signature]
Notary Signature



My Commission expires: 1/22/2022

SHAWNA PETTUS
Notary Public, State of Ohio
My Commission Expires 01-22-2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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? ESI may occasionally have to address litigation as a result of standard business practices.

YES X NO ___ The financial well-being of ESI is protected from risk through the maintaining of insurance. ESI is fully prepared and in good standing to faithfully provide the requested services to the City of Fernandina Beach, Florida.

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.

Environmental Solutions & Innovations, Inc.

Firm

1/7/2020
Date


Authorized Signature

Taina Pankiewicz, COO

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

APPENDIX C
AMENDMENTS 1 - 3

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

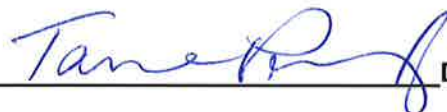
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Taina Pankiewicz **TITLE:** Chief Operating Officer

ADDRESS: 4525 Este Avenue

CITY: Cincinnati **STATE:** Ohio

AUTHORIZED SIGNATURE:  **DATE:** 1/7/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. What is the City's budget for this project? A budget for this project has not yet been developed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of RFP 2019-06. This Addendum No. 2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Taina Pankiewicz TITLE: Chief Operating Officer

ADDRESS: 4525 Este Avenue

CITY: Cincinnati STATE: Ohio

AUTHORIZED SIGNATURE:  DATE: 1/7/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. The City will accept the changes in the indemnification language for this project as follows:

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioner, 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, actions, causes of actions, 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~~ and to the extent caused by the negligent and/or deliberate acts or omissions of CONTRACTOR/VENDOR, its officers, employees, agents and representatives. CONTRACTOR/VENDOR...

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Taina Pankiewicz **TITLE:** Chief Operating Officer

ADDRESS: 4525 Este Avenue

CITY: Cincinnati **STATE:** Ohio

AUTHORIZED SIGNATURE:  **DATE:** 1/7/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

1. Will this be a time and materials with a not to exceed value contract or a fixed price contract? **The City anticipates negotiating pricing when considering value engineering**
2. Will invoices be paid monthly based on work completed or based on acceptance by the City of deliverable products? **As negotiated in the contract**
3. What is the source of funding for the HCP, and is the proposed schedule contingent on the City obtaining funding? **Grants along with City and County funding**
4. Issuance of an incidental take permit is a federal action under the National Environmental Policy Act (NEPA).
 - How does the USFWS plan to comply with the NEPA? **City staff has no expertise in this area. USFWS staff has not discussed NEPA compliance with the City, yet. The City has used RFP templates from Volusia and St. Johns County, FL to create this RFP document. We are not aware of NEPA compliance plans being included with the RFP document. The City knows the following from the USFWS website:**

What is NEPA?

In issuing an incidental take permit, the U.S. Fish and Wildlife Service must comply with the National Environmental Policy Act (NEPA) and other statutory and regulatory requirements, including any state or local environmental/planning laws. As such, they may be categorically excluded from the National Environmental Policy Act or may require either an Environmental Assessment or, rarely, an Environmental Impact Statement.

- Is the City accounting for NEPA compliance as part of the proposed project schedule? **The City does not have project budget established but is waiting for the proposals. City seeks the ITP and whatever needs to be done to receive it.**
5. Will the City entertain potential refinements/improvements to the Statement of Work provided in the RFP? **The City anticipates some value engineering**
 6. Since this is primarily a “technical service” (Time Only) RFP, would the City consider waving the Bond requirement? **No, but City will accept irrevocable letter of credit in lieu of bond**
 - We can guarantee that we will not withdraw our proposal for a period of ninety (90) calendar days after proposal closing date.
 - We typically provide such guarantees for other local, state and federal governments/agencies without providing a Bond.
 7. If the City cannot wave the Bond requirement, can you confirm that the City will accept an “irrevocable letter of credit” in lieu of a Bond as security for submitting a proposal that is contingent on a winning submittal? **See Answer to #6 above**

RFP 2019-06

Amelia Island Beach Habitat Conservation Plan

Submitted to:

City of Fernandina Beach, Florida

Submitted by:

Quest Ecology Inc.



735 Lakeview Drive
Wimauma, FL 33598

January 9, 2020

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APPENDIX

Appendix 1 - Resumes

1.0 Quality of Firm and Experience

1.0 QUALITY OF FIRM AND EXPERIENCE

Quest Ecology Inc. (Quest) is pleased to submit this Proposal to the City of Fernandina Beach to develop a Beach Habitat Conservation Plan (HCP). This HCP is to be developed to cover the Amelia Island Beaches that are not subject to the Statewide Beaches HCP that FDEP is implementing for applicable state and federal lands.

Quest is a state-certified woman-owned MBE firm specializing in wildlife studies, habitat restoration and management and environmental permitting. Quest was founded in October 1996 and has grown to a dedicated team of twelve (12) environmental professionals, specializing in wildlife biology, wetland science, botany, coastal ecology, habitat management, GIS, and environmental outreach. Quest is a Sub-Chapter S Corporation, with active status under the laws of the state of Florida and operates as a drug-free workplace.

The Balmoral Group (TBG) has joined Quest to provide their expertise in the economic analyses necessary to support an effective Habitat Conservation Plan. TBG are recognized for their experience in assisting local governments in identification of funding alternatives, development of fee schedules, and cost-benefit analyses related to HCPs and other conservation initiatives.

The Quest Team consists of a group of professionals that bring a full understanding of the scope of services to be provided for this endeavor, including the expertise required for data collection, consensus building, mitigation design, economic analysis, and HCP documentation. From qualified field biologists to GIS analysts, to community outreach facilitators, our Team was formed to ensure that the planning required to successfully develop an Amelia Island Beach HCP is achieved. Through our experience with similar projects involving the development of HCP's, management plans, and the regulation of protected species, we have a firm grasp of the technical, organizational, and regulatory demands of this contract. We have been highly successful on both public and private sector projects in developing plans that ensure listed species and their habitats receive adequate protection through conservation planning and the regulatory process, while allowing public access and recreational use to continue.

This contract will be served by Quest's Corporate office located at:

735 Lakeview Drive
Wimauma, FL 33598
(813) 642-0799, (813) 642-0380 (fax)
Vivienne Handy, President (vivienne@questecology.com)
Website address: www.questecology.com

As our name implies, Quest Ecology specializes solely in ecological issues, and primarily wildlife habitat and protected species issues. As such, we are required to remain fully knowledgeable of the various state

and federal regulations governing our work, from State and local regulations to the Endangered Species Act (ESA) to National Environmental Policy Act (NEPA) requirements.

Quest Ecology has been providing a full range of environmental and ecological consulting services to local governments for over 23 years. Throughout this proposal we will demonstrate that we have the biological, GIS, project management, meeting facilitation, and public outreach skills necessary to meet the objectives for the City of Fernandina Beach.

Via the following proposal, we want to assure the City of Fernandina Beach that we are fully committed to the successful completion of this contract and that the Quest Team provides the full complement of professional qualifications, team experience, staff dedication, financial stability, and industry relationships that it takes to execute all of the tasks required for the successful development of your HCP.



2.0 Qualification of Staff

2.0 QUALIFICATIONS OF STAFF

Key Personnel

The utilization of a team of professionals with the right combination of the relevant technical, organizational and project management experience is crucial to the successful execution of this contract. Quest has assembled a team to specifically cover all technical requirements of the contract with the HCP experience, coastal biology, and organizational skills required to meet the rigorous demands of the project scope and schedule.

The following Quest staff members will be participating on this project:

Vivienne Handy, PWS, Principal Ecologist, Project Manager

As Project Manager and Principal-in-Charge, Ms. Handy, PWS, will assume overall responsibility for the contract, which includes project staffing, task assignments, financial accountability, and administrative management. Ms. Handy has previously directed contracts of similar scope and magnitude, include HCP development projects, requiring the management of data collection, documents, and public and private stakeholders. Ms. Handy will be the main contact with COFB staff, organize and facilitate meetings, coordinate with project partners, oversee document preparation, and implement QA/QC for all deliverables.

Vivienne Handy is the President and Principal Ecologist for Quest Ecology Inc. She founded Quest in 1996, and has over 30 years of experience in ecosystems management, environmental permitting, wetland mitigation, and wildlife studies. Prior to the formation of Quest Ecology, Ms. Handy served in a variety of positions with regulatory agencies and engineering and consulting firms. A significant portion of Ms. Handy's career experience has consisted of conducting and managing field studies and environmental permitting. A great deal of this has been for local governments, and includes the oversight of permitting and environmental documentation for a wide variety of projects, from roadway and bridge studies to HCPs and land management planning.

Ms. Handy's technical experience with projects of this nature involving HCP planning and development, NEPA compliance, and USFWS permitting and coordination, well qualifies her for this role. Ms. Handy has prepared HCP documents, mitigation plans and a large number of Biological Assessments, and coordinates regularly with the USFWS on a variety of projects involving permitting and NEPA compliance. Ms. Handy has received formal training on the NEPA process and the level and types of documentation required for various actions. Ms. Handy's recent focus has been working on HCPs, Conservation Banking and Endangered Species Act issues, including working with the USFWS, Technical Advisors and various Stakeholders on the development of multi-species and regional HCPs. Ms. Handy has managed the development of seven HCP's in recent years, at varying stages and complexities, and involving multi-species, regional efforts, as well as project specific Incidental Take Permits.

Currently, Ms. Handy manages projects throughout the state that involve impact assessments, wetland permitting, threatened and endangered species surveys, habitat restoration and management, and wetland mitigation design and site management. These projects are for clients such as the FDOT, local governments, the mining industry, utilities, and commercial and residential developers. Ms. Handy is currently leading two HCP projects: developing a county-wide HCP for St. Lucie County, and implementing the county-wide HCP for Charlotte County.

Frank Kahoun, Senior Environmental Scientist, QA/QC

Mr. Kahoun has over 20 years of experience as an environmental professional with an emphasis in construction oversight and costal habitat management. Mr. Kahoun's career experience includes marine and coastal projects throughout Florida and the Caribbean. Frank holds an MS with a dual major in Marine Biology and Coastal Zone Management from the Nova Southeastern University Oceanographic Center (NSUOC). While a student at the NSUOC, he worked under the University's contract as a sea turtle technician for the Broward County Sea Turtle Conservation Program. During this time his project responsibilities included monitoring Broward County beaches for sea turtle activity during the nesting season, coordinating hatchling relocations, habitat monitoring, and recording and analyzing nesting data for inclusion in annual and multiyear technical reports. Mr. Kahoun is currently responsible for the management of Quest Ecology's Broward County office, where he has successfully delivered a range of services since 2011.

As Quest Ecology's Senior Scientist, Mr. Kahoun has conducted threatened and endangered species surveys, provided construction oversight in sensitive habitats, restored native ecosystems, and coordinated with regulatory agencies on a wide range of assignments including transportation, private development, infrastructure and energy, and municipal projects. An example of Mr. Kahoun's recent relevant project experience includes permitting the replacement of the Broward Blvd/S.R. 842 Bridge over the North Fork River in Ft. Lauderdale. As the project's Senior Environmental Scientist, Mr. Kahoun managed the assessment of benthic and intertidal resources and was responsible for coordinating the avoidance, minimization, and mitigation of the project's environmental impacts with the Army Corps of Engineers (ACOE), USFWS, NMFS, and the South Florida Water Management District (SFWMD). As a result of design changes and agency coordination, impacts over two acres of protected intertidal mangrove habitat were avoided by coordinating a temporary easement with adjacent land holders. The project's final design also resulted in net water quality improvements for the North Fork of the New River by increasing drainage capacity and pretreatment volume.

Additional examples of Mr. Kahoun's relevant project experience includes conducting habitat assessments and providing onsite management for the restoration of 43 acres of intertidal wetlands within H.T. Birch State Park in the City of Ft Lauderdale; performing benthic resource surveys and habitat assessments in the Intracoastal Waterway (ICWW) within the City of Ft Lauderdale; and serving as the Lead Environmental Scientist for the I-595 Express Improvements Project where he was responsible for the production and management of the Project's Environmental Compliance and Habitat Protection Plan in order to ensure

that the plan addressed critical environmental issues including protecting native habit and endangered species (e.g. West Indian manatee, sea turtles, and smalltooth sawfish) in the North New River in the City of Ft Lauderdale. Mr. Kahoun is proud to offer his years of local experience in coastal habitat management, and agency coordination to COFB as the project's QA/QC manager.

Mary James, Botanist

Ms. James holds an MA degree with a concentration in ecology from the University of North Carolina. She has over 20 years of diverse ecological experience and will contribute her expert botanical skills to this project. As Quest's Lead Botanist, Ms. James is adept at identifying plants and plant communities throughout the state, and is eager to lend her experience to the coastal communities of Fernandina Beach. Recent related projects include completion of a floral inventory at Manatee County's 22,000-acre Duette Preserve in 2017; vegetation monitoring and management of a ~7,000-acre wetland mitigation bank in coastal Levy County; 20 consecutive years of wetland vegetation monitoring on reclaimed mined lands; and numerous environmental assessments in a wide variety of Florida habitats. Ms. James' vast botanical knowledge gives her the capabilities to fully assess existing conditions of coastal communities, and determine if restoration, enhancement, or preservation is the best option.

Prior to joining Quest, Ms. James managed a variety of environmental projects for diversified engineering/consulting firms, providing services that included environmental permitting; project management (scheduling, budgeting, client/subcontractor management); site assessment (wetland delineation, habitat assessment, wildlife/vegetation surveys and monitoring); construction monitoring; marketing, and technical writing.

Amanda Abel Quintero, GIS Analyst, Data Compilation/Analysis

Ms. Quintero will serve as lead GIS Analyst on this project. Ms. Quintero currently provides GIS support on a wide range of projects that involves research, data collection, data analysis and database development in support of environmental permitting, HCP development and implementation, habitat restoration and management, and wildlife population studies. Additionally, she prepares all maps and graphics depicting current and future site conditions, land use, soils, wetlands, wildlife, restoration plans, and management polygons. She has over 5 years of experience with ESRI GIS software, and utilizes the most recent version of ArcGIS for all spatial analysis, database development, and cartographic projects.

David Gordon, Wildlife Biologist

As Wildlife Ecologist for Quest since 1997, Mr. Gordon is responsible for wildlife and habitat studies, land management and restoration plans, threatened and endangered species surveys, wetland assessments, and wetland and upland mitigation site management. His career experience spans over 22 years, and includes development of site specific field sampling methodologies, protected species surveys and monitoring, floral and faunal monitoring, preparation of habitat management plans, nuisance and exotic plant maintenance and management plans, preparation and oversight of habitat restoration plans, wetland evaluations, wetland jurisdictional determinations, wetland and wildlife permitting, wetland and

upland mitigation design and construction oversight, wildlife translocations, and behavioral and population studies.

Mr. Gordon is experienced in all Florida habitat types and survey methods, including pedestrian, vehicular, and aerial surveys, small mammal trapping, herpetofaunal arrays, funnel trapping; mist netting; bird banding and capture techniques, and radio-telemetry monitoring. David is experienced in threatened and endangered species permitting and mitigation planning and has coordinated numerous projects with the US Fish and Wildlife Service (FWS) and Florida Fish and Wildlife Conservation Commission (FWC). These studies have been conducted for HCP development and implementation, habitat management plans, population studies and the reintroduction and translocation of protected species. Mr. Gordon has played an integral role in each of the HCP's that Quest has undertaken, serving as the Lead Ecologist for most of these.

Rebecca Barkdoll, Ecologist

Ms. Barkdoll graduated from Eckerd College in 2008 with a degree in Marine Biology. Since obtaining her degree, Ms. Barkdoll has worked in both terrestrial and aquatic environments gaining field experience that includes characterizing vegetation/habitat conditions, surveying and mapping nuisance and exotic plant species, collecting water quality samples, conducting wildlife surveys, permit compliance monitoring, and reporting for wetland mitigation areas. Her estuarine and coastal work includes seagrass surveys, marine invertebrate inventories, and profiling of estuarine environments using salinity, light, temperature, water sampling and sediment sampling. Ms. Barkdoll is also proficient in GIS and uses these skills to assist with the research and development of project databases, and the creation of maps and figures for a wide variety of projects and proposals.

Ms. Barkdoll conducted much of the preliminary research for this proposal, and her background and training well prepare her to participate in HCP development. Rebecca will lead the data collection and assimilation tasks, assist with field data collection, conservation measures, and provide GIS support.

Zachery Holmes, Ecologist

Zachery Holmes earned his bachelor's degree in Wildlife Ecology and Conservation from the University of Florida in 2018. He has four years of ecological experience, primarily focusing on avian related issues. As Quest's avian ecologist, Zachery is adept at identifying and monitoring a variety of avian species and providing recommendations to encourage stable avian populations. Since joining Quest, Zachery has assisted with monitoring state and federally listed species including Florida scrub jays, burrowing owls, and southeastern American kestrels, while assisting on a host of other related projects.

Prior to joining Quest, Zachery worked for the FWC, where he became proficient with shorebird surveys. He conducted breeding surveys at Anastasia State Park to monitor and document breeding shorebirds into the Florida Shorebird database. These shorebird surveys had an emphasis on state listed species

including black skimmers, American oystercatchers, and least terns. While at the University of Florida, Zachery also received training on endangered beach mice surveys and coastal restoration workshops.

Zachery has extensive experience coordinating and working with members of the public, environmental organizations, and volunteer groups all over the state of Florida. For the past three years he has been on the planning committee for Florida Audubon's Conservation Leadership Initiative, a program to connect college students to the world of conservation through networking and field experiences. He has also volunteered and coordinated programs in Florida Audubon such as JayWatch, EagleWatch, and he established the first campus chapter of the Audubon Society at the University of Florida. This skill set will be employed during the stakeholder and partnership development phases, and throughout the HCP process. Zachary's role in the project will also make use of his avian expertise in determining covered species, identifying conservation measures, and preparing monitoring plans.

Elisa Powell, Public Outreach Coordinator

Elisa Powell brings over 21 years of consulting experience, providing experience in community outreach, and meeting facilitation for various transportation and public sector projects. Ms. Powell is skilled in the design of effective presentation materials, and the preparation of technical reports. In her role at Quest Ecology, she is responsible for marketing coordination, business development, public involvement, and coordination of project deliverables. This experience will be utilized to assist with partner coordination, meeting preparation and preparing minutes, and ensuring high quality deliverables.

Subconsultant Experience

The Balmoral Group

The Balmoral Group (TBG) specializes in natural resource economics, conducting studies for area clients such as the Florida Inland Navigation District, the St Johns River Water Management District, and the University of North Florida. TBG recently completed Phase I of a vulnerability assessment of Nassau County, which included GIS evaluation of properties subject to inundation, storm surge and sea level rise. Phase II of the vulnerability assessment, which includes Amelia Island, has begun.

TBG has experience in the types of economic analyses necessary to support an effective Habitat Conservation Plan (HCP). For example, as a sub-contractor to Miller-Legg, TBG conducted the assessment of habitat mitigation funding adequacy for the City of Deltona's HCP/MOU for the Florida Scrub Jay. Using mitigation site management cost data from the SJRWMD, and property appraiser data (including absorption rates), TBG crafted an allocation of mitigation fees that would meet the USFWS guidance for funding adequacy. For transparency to property owners and developers, TBG estimated the costs per typical parcel based on a GIS-based analysis of residential and commercial lot sizes. TBG developed several scenarios of development and associated demand for mitigation, and prepared estimates for benefits that would accrue to the City and property owners. Under the framework of the City's HCP/MOU, the benefits included (1) not having to pay for individual lot habitat surveys prior to development, (2) accelerated

development (and advanced timing of ad valorem) as a result of implementing the MOU, (3) increased ad valorem associated with the newly improved properties, and (4) the general economic impact as a result of accelerated development (i.e., the new development would have a multiplier effect upon other nearby businesses). TBG evaluated the costs and benefits for each scenario and the time required to achieve a threshold of 50% adequacy in funding for mitigation.

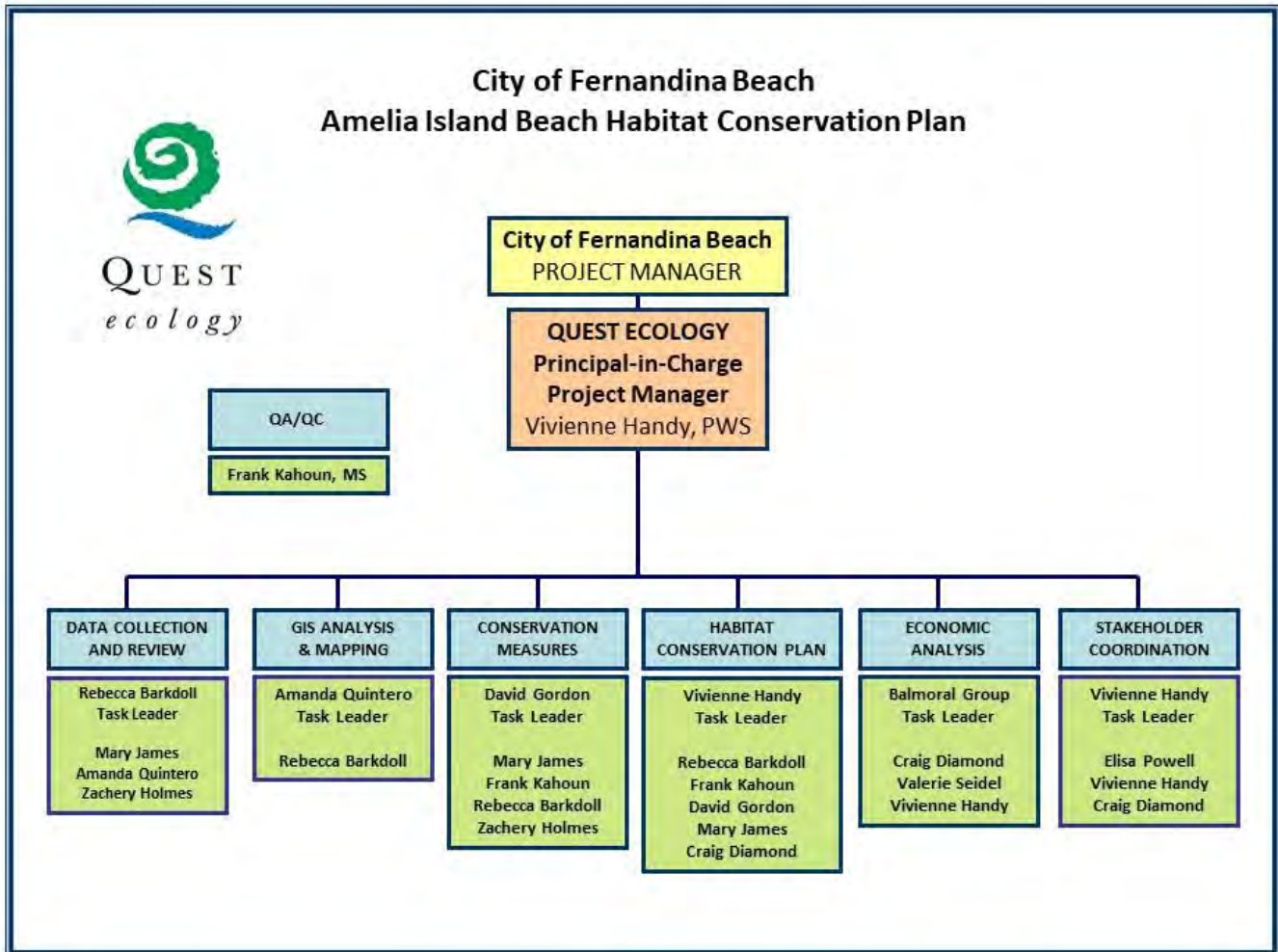
For the Florida Fish and Wildlife Conservation Commission, TBG conducted an “Economic Impacts Assessment of the Imperiled Species Management Plan for the Florida Sandhill Crane and the Wood Stork.” TBG assessed the costs of compliance with proposed guidelines that included survey protocols, conservation protocols, and a range of property management measures such as avoidance measures, Forestry and Agricultural Best Management Practices (BMPs), minimization options, and aversive conditioning. TBG used GIS, FWC habitat data, and parcel level information to determine which properties, statewide, would be subject to the guidelines. The resulting areas of projected development were evaluated for prospective impacts and needs for permitting.

With respect to coastal habitats, as part of its cost-benefit analyses of coastal protection alternatives at Old Bar and Lake Cathie for the New South Wales (AU) Office of Environment and Heritage, TBG addressed the spatial extent of critical habitat (dune vegetation and coastal forests) and estimated the willingness-to-pay to protect coastal resources and dependent fauna. TBG examined the loss (or protection) of habitat under several design and management options for each coastal project and the loss (or continuation) of community-level non-market benefits associated with sensitive natural resources.

Last, TBG staff has prior environmental economics experience applicable to the Amelia Island coastline. Mr. Diamond prepared the Economic Impact Statements (now the Statement of Estimated Regulatory Cost) for Rule 62B-26.005, FAC (Coastal Construction Control Line for Nassau County; superseded by Rule.

2.1 Team Organization

An organization chart showing team assignments is included on the next page.



3.0 Project Approach

3.0 PROJECT APPROACH

The City of Fernandina Beach is seeking to develop a Habitat Conservation Plan (HCP) for Amelia Island beaches. An HCP is typically developed as part of the initiation of an incidental take permit (ITP) for non-Federal activities that will result in “take” of threatened or endangered wildlife. The purpose of the HCP process associated with the ITP is to ensure that the permittee is adequately minimizing and mitigating for the impacts of the authorized take. The HCP to be developed will address activities that may result in the incidental take of State and/or federally listed species within the designated coastal area as defined in your Scope of Services. This HCP is to cover the Amelia Island Beaches that are not subject to the Statewide Beaches HCP that FDEP is implementing for applicable State and federal lands.

3.1 Approach Summary

Quest’s project approach is to develop an HCP/ITP permit application for the City through a series of tasks including: reviewing the existing and future land uses and habitat features for the project area; identifying listed species and their status through a database review and coordination with regulatory agencies; developing HCP boundaries based on listed species, covered activities and land ownership for the project area; identifying and reaching out to stakeholders for their consensus and support of the HCP process; defining activities/impacts covered under the HCP/ITP; identifying potential impacts to listed species based on proposed activities; creating avoidance, minimization, and mitigation measures; evaluating potential project/impact alternatives; identifying funding for the process and mitigation requirements; conducting an economic analysis to identify the most equitable and sustainable funding options; developing a monitoring plan; and, performing ongoing consultation with the USFWS and the FWC.

The planning and development of a successful HCP involves a wide range of technical tasks from identifying existing data sources, to field surveys, to habitat mapping, to database development and data management. We also recognize that this process involves a great deal of coordination among a variety of participants, including Stakeholders, state agency partners, local elected officials, environmental organizations, business interests, public and private landowners, and the general public. Meetings, coordination and correspondence must take place among all the major constituencies throughout the HCP planning process to garner support and ensure all resources are utilized. We understand and bring experience in the coordination and organization of these groups that will be necessary for this process to move smoothly and efficiently.

We are aware of the data collection and data management requirements of this effort and bring a great deal of experience in the compilation and integration of existing data from a variety of sources. We are familiar with the development of datasets and GIS databases appropriate to spatial ecology and the development of conservation overlay tools. These data will need to be managed in formats compatible for use in locating remaining coastal areas, conservation lands, and areas utilized by protected species. This includes the management of spatial data in the form of ESRI shapefiles, using the most current ESRI software (ArcGIS 10.5.1) and the most efficient, clear, and concise attribution. All GIS shapefiles and cartographic products will be created and/or maintained using both United States National Map Accuracy

Standards and any specified COFB GIS standards; will be clearly documented with complete FGDC compliant metadata; and will include appropriate projection definitions. Our quality control and editing process will continually incorporate measures to assure the highest standard of accuracy. We will use "in process" draft and final reviews to assure a complete and accurate product.

3.2 Proposed Tasks for Completing the HCP

The following sections describe our proposed approach to each task listed in your RFP. This approach is based on our own experience with similar projects, and will also follow procedures proven to be successful during previous HCP development efforts.

Task 1 – Kick Off Meeting and Implementation of Partner Meetings

Immediately following receipt of notice to proceed, a kick-off meeting with the City and the Quest Team will be scheduled to discuss project initiation and to collect as much existing relevant data pertaining to the project as possible. During the kick-off meeting, all participants will discuss project goals and schedules and will set project milestones. Proposed methods for data collection, data sources, potential HCP target species, activities and task schedules include some of the anticipated discussion topics.

The identification and establishment of the partner group of HCP Stakeholders will also be discussed at the kick-off meeting with COFB staff. Meetings with potential partners will be held to assess their needs and concerns and garner support for establishment and implementation of the Beach HCP. A variety of potential stakeholders exist within the project area and may include local business establishments, homeowners and seasonal renters, members of the public that utilize the beach, environmental not-for-profits, educational institutions, resource agencies, utilities, and regulatory agencies including the USACE regarding any beach sand re-nourishment plans.

Based on local knowledge and experience with similar projects, we anticipate Stakeholders may include representatives from any of the following groups:

- COFB Staff
- Amelia Island Sea Turtle Watch (AISTW)
- Nassau County BOCC
- FDEP
- FWC
- USFWS
- Amelia Island Beach and Marine Life Conservancy
- The Florida Shorebird Alliance (FSA)
- Amelia Island Living
- Conserve Amelia Now!
- Wild Amelia
- Amelia Island Conservation Network

- Sierra Club
- Friends of Florida State Parks
- Surfrider
- Duval County Audubon Society
- Oceana

The primary concern of the regulatory agencies and conservation groups will be impacts to sea turtle nesting areas caused by beach driving and the potential for increased lighting. However other impacts to sea turtles and additional species will also be addressed. Homeowners, hotels and other businesses may be concerned that changes to driving policies will impact beach access and enjoyment, and lighting restrictions will require additional implementation costs. Local Not-for-Profits, such as AISTW, will be in favor of an HCP that includes stronger nest protection actions. Local and national environmental organizations will be concerned about climate change/sea level rise and reduction of suitable sea turtle and shorebird nesting areas; disturbance to nesting beach habitat from recreational and development activities; large development beach “glow”; and plastics/trash.

Contact information for each identified Stakeholder will be compiled, and Quest will assemble this information and establish a process for scheduling and conducting all meetings. We anticipate an initial Stakeholder meeting to be conducted early in the process to inform interested parties about the initiation of the HCP, educate them on the process, and obtain input. We propose two additional meetings during the HCP development process, as our data compilation is complete and the species, activities and areas to be covered are defined. A final Stakeholder meeting will be conducted at the end of the process to present the final draft to the group, and explain the mitigation, implementation and funding mechanisms identified. Meeting minutes and written meeting summaries will be compiled and submitted to the City following each meeting.

The Quest Team brings a great deal of experience with the establishment and organization of steering committees and stakeholder groups. We have directed this effort for similar projects, including the establishment of both the Technical Committee and the Interagency Task Force for the Countywide HCP for Charlotte County. Quest frequently participates in and presents to a variety of community organizations and government entities on wide range of projects and environmental issues. We have organized workshops and public meetings, prepared newsletters and presentations, and coordinated with speakers and attendees from government agencies, environmental groups and the general public.

Task 2 - Data Collection and Review

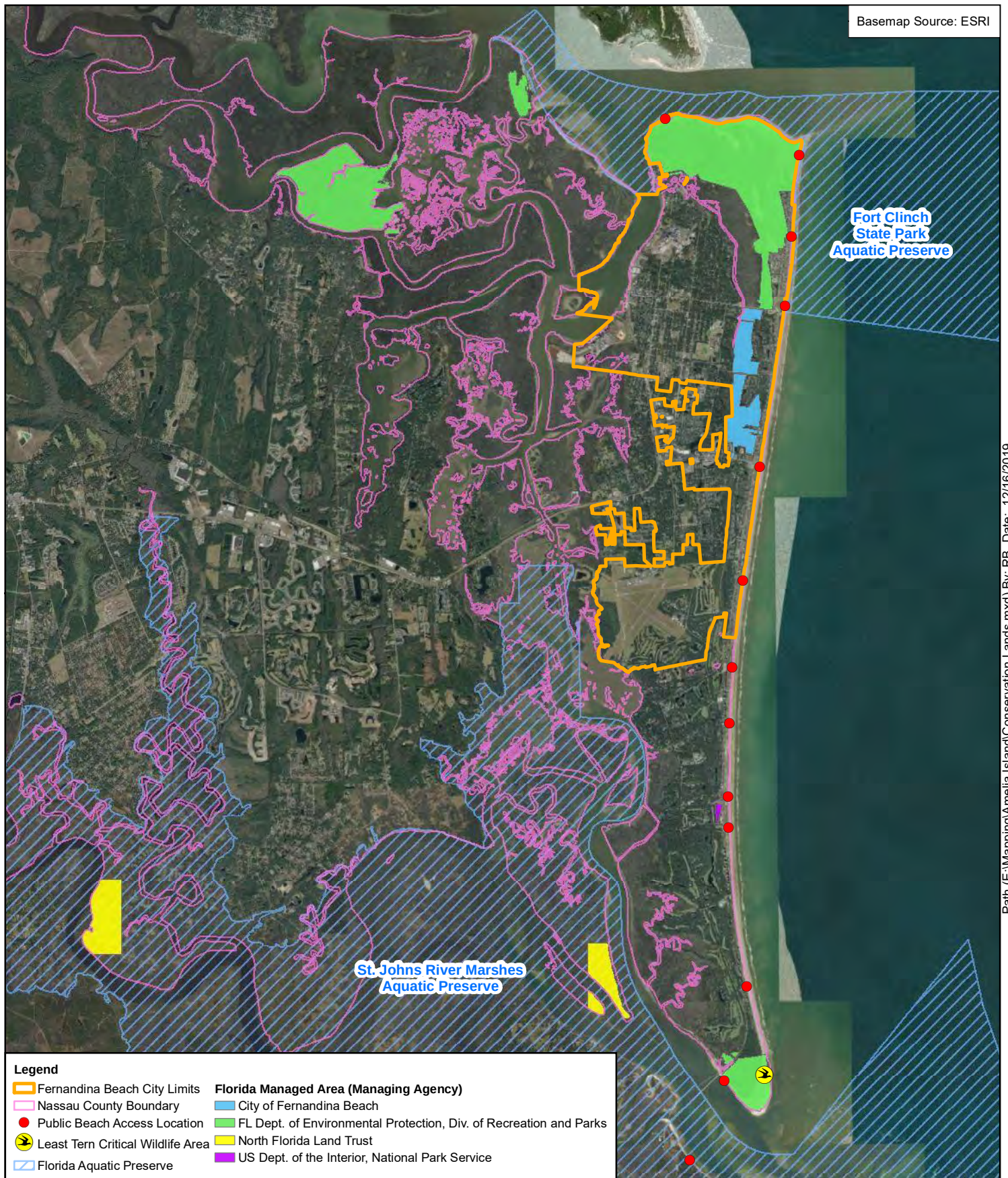
Data collection will begin immediately upon receiving notice to proceed, and prior to the kick-off meeting. Our focus will be to use existing data, which is readily available and fairly comprehensive for the anticipated project area and species. Field surveys may be required to fill gaps or supplement existing data source and assist with finalizing the HCP boundary and target species.

Once all available existing data have been collected, they will be organized, and a database developed. Initial GIS database development will integrate the collection of all existing applicable data layers in ARC/Shape files including, but not limited to:

- Location of all remaining coastal areas on conservation land
- Location of all coastal areas on Amelia Island, focusing on areas with potential to support rare or protected species
- Location of all coastal associated plant and animal species to be considered for coverage
- A map of both individual species locations and all species locations
- All existing private, state, and federally protected land, including easements, on the beach and that which are proposed for state, federal conservation acquisition/easement
- Protected areas on the beach that are conservation managed and those proposed to be conservation managed lands
- All federally protected species in the covered area

All spatial data and maps shall be produced in the preferred coordinate system of the City, and in an ESRI shapefile format. After all data have been collected, the Quest Team will review and assimilate them to assess their potential benefit to HCP development. The Team, with assistance from appropriate Stakeholders as needed, will identify data sources that are useful for the project, make recommendations about how those data can be merged, correct biases if they exist, and determine if new data need to be obtained. This may require examining different data sources for differences in methodologies that may have influenced results, or different spatial extents of data collection that may require multiple sources to provide continuous data for the entire permit area.

Quest has conducted a significant amount of preliminary research in the preparation of this response. We have compiled land use maps, reviewed survey data, and evaluated the types of activities that may be covered. Some of this information is depicted in the attached figures, including Conservation Areas, Shorebird Nesting Activity, Sea Turtle Nesting Beaches, and Public Access Points and were used in developing the approach covered in the following sections.



Legend

- | | |
|-----------------------------------|--|
| Fernandina Beach City Limits | Florida Managed Area (Managing Agency) |
| Nassau County Boundary | City of Fernandina Beach |
| Public Beach Access Location | FL Dept. of Environmental Protection, Div. of Recreation and Parks |
| Least Tern Critical Wildlife Area | North Florida Land Trust |
| Florida Aquatic Preserve | US Dept. of the Interior, National Park Service |

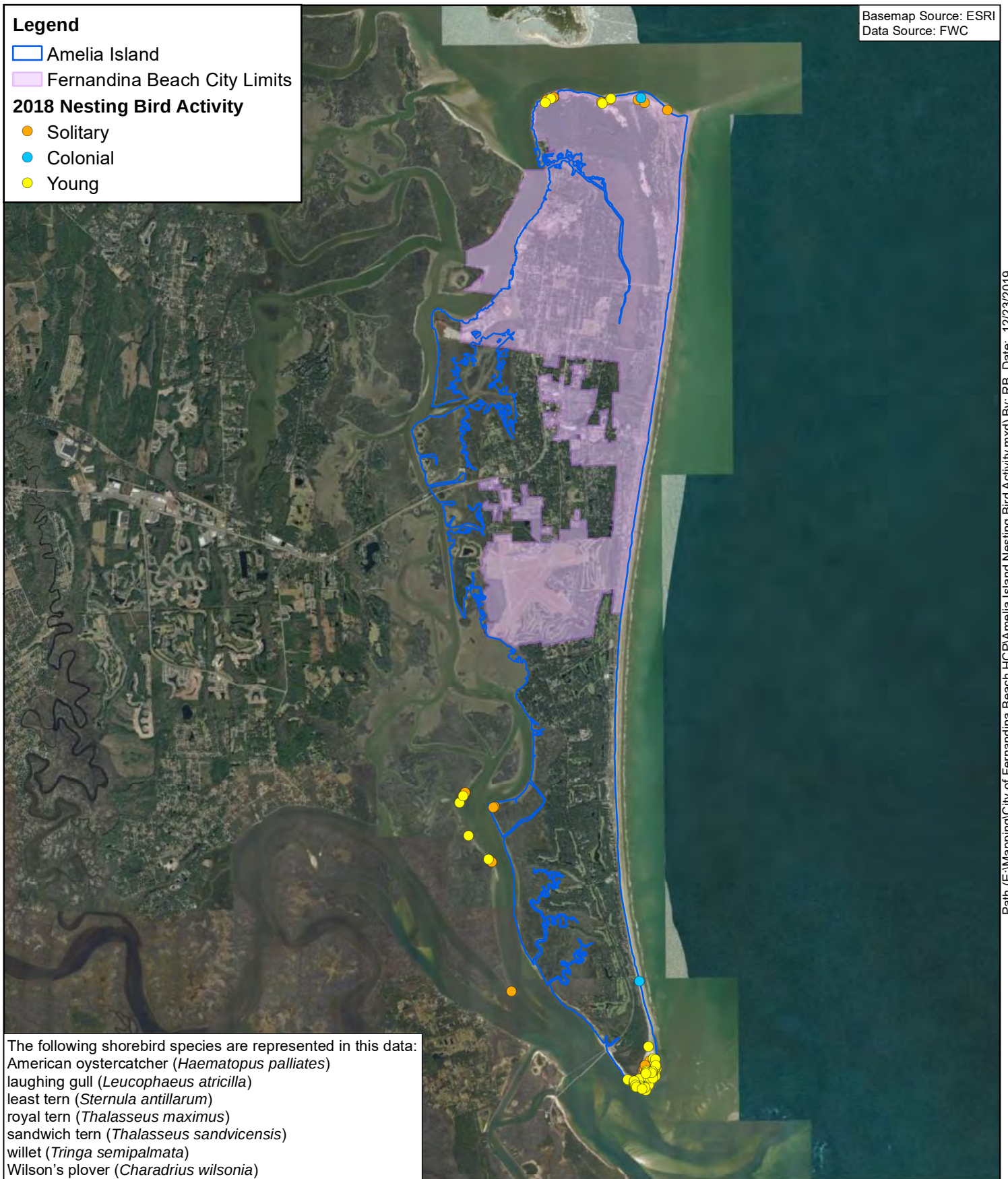
Legend

- Amelia Island
- Fernandina Beach City Limits

2018 Nesting Bird Activity

- Solitary
- Colonial
- Young

Basemap Source: ESRI
Data Source: FWC



The following shorebird species are represented in this data:
American oystercatcher (*Haematopus palliatus*)
laughing gull (*Leucophaeus atricilla*)
least tern (*Sternula antillarum*)
royal tern (*Thalasseus maximus*)
sandwich tern (*Thalasseus sandvicensis*)
willet (*Tringa semipalmata*)
Wilson's plover (*Charadrius wilsonia*)

Legend

Amelia Island

Surveyed Beaches

Amelia Island

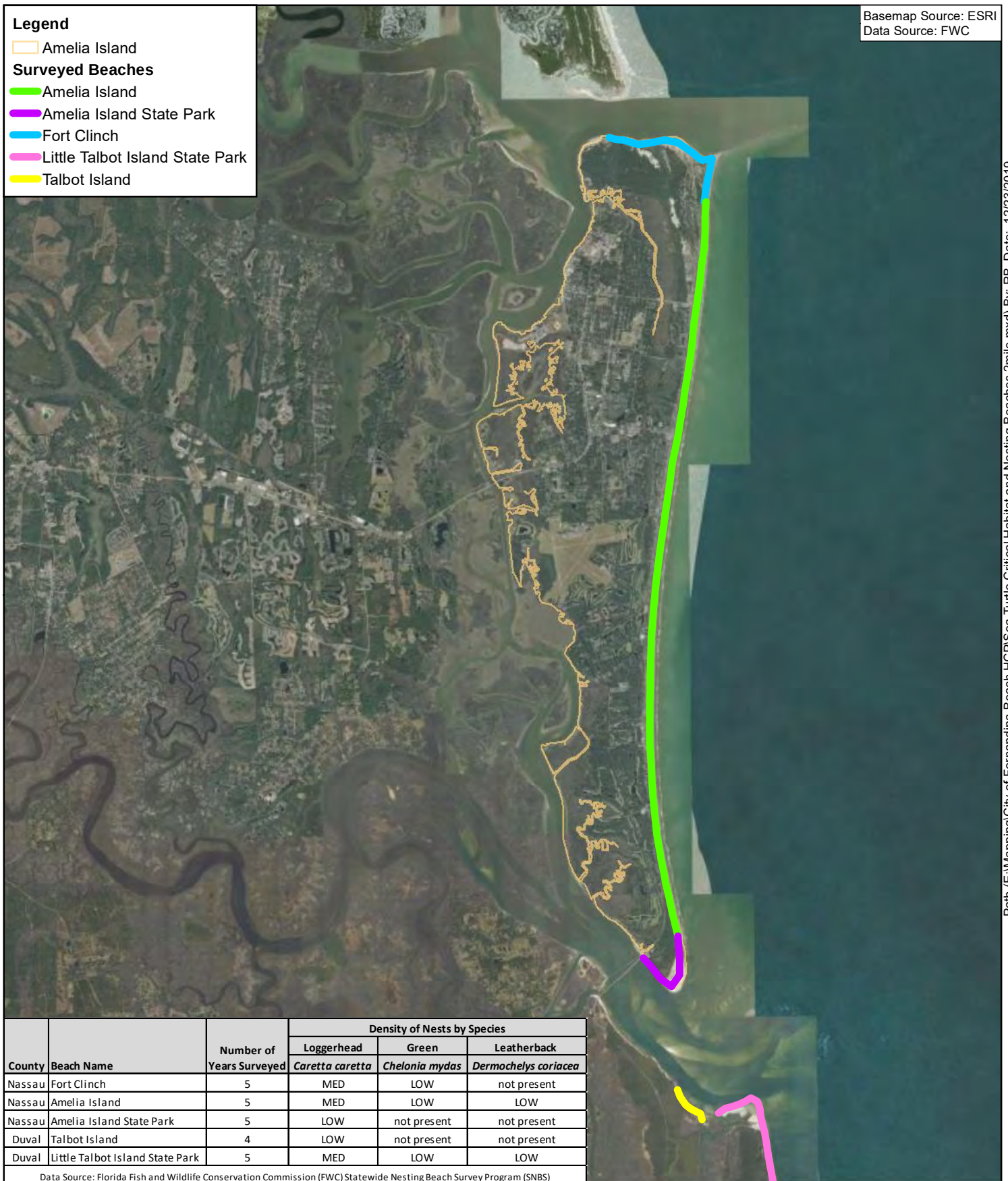
Amelia Island State Park

Fort Clinch

Little Talbot Island State Park

Talbot Island

Basemap Source: ESRI
Data Source: FWC



County	Beach Name	Number of Years Surveyed	Density of Nests by Species		
			Loggerhead <i>Caretta caretta</i>	Green <i>Chelonia mydas</i>	Leatherback <i>Dermochelys coriacea</i>
Nassau	Fort Clinch	5	MED	LOW	not present
Nassau	Amelia Island	5	MED	LOW	LOW
Nassau	Amelia Island State Park	5	LOW	not present	not present
Duval	Talbot Island	4	LOW	not present	not present
Duval	Little Talbot Island State Park	5	MED	LOW	LOW

Data Source: Florida Fish and Wildlife Conservation Commission (FWC) Statewide Nesting Beach Survey Program (SNBS)



Sea Turtle Nesting Beaches Amelia Island and Coastal Nassau County Nassau County, Florida



0 2
Miles



Legend

- Public Beach Access Location
- Fernandina Beach City Limits
- Nassau County Boundary

Public Beach Access Amelia Island Nassau County, Florida



Task 3 - Delineate the Area to be Covered by the HCP

It is our understanding that the focus of this HCP will be on all beach areas on Amelia island exclusive of state and federal lands that are covered under the Statewide Beaches HCP being implemented by FDEP. The covered area will include beach and dunes, and existing or proposed development that could result in impacts to covered species habitat. Additional associated habitats that could conceivably be covered under the HCP are nearshore habitats waterward of the beach, open water and estuarine habitats associated with the nearby Egans Creek, and adjacent upland maritime forests. State lands to be excluded include Fort Clinch and Amelia Island State Parks.

Habitats in the main focus area include the beach itself and associated dunes. The dune vegetation consists of sea oats, scrub/shrubs such as beach elder, trailing grasses and forbes. The expanse of beach and dune community is limited, as the coastline habitat is receding due to urban development and beach erosion. A relatively low diversity of wildlife utilizes the beach environment within the project area due to the developing nature of the region. Protected species habitats identified based on a high probability of occurrence within the project area are discussed below.

The HCP boundary must include all areas of proposed take as well as any areas that may serve as mitigation. Our approach to the task of delineating the area to be covered will include a review of these locations and the relevant activities and species that could benefit from inclusion in the HCP, using data compiled under Task 2. However, it is our understanding that the ultimate goal for this undertaking will be on the beach habitats and specifically sea turtle nesting areas per the City's stated focus. Additional information generated during this exercise, if not included under this HCP, may serve to assist with future decisions or modifications for inclusion of additional areas and species.

Task 4 - Define Species to be Covered by the HCP

There are a number of protected species that occur in Nassau County and utilize Amelia Island's habitats; any of these could be considered for inclusion in the HCP. Research and database search results are depicted in the attached figure, Listed Species. The step of refining covered species will ultimately depend on the results of Tasks 2 and 3, as well as input from Stakeholders, but for the purposes of narrowing the focus of this proposal, we anticipate the covered species will include only those protected plant and wildlife species dependent upon the beach and dune habitats. A discussion of the species that will be included in our data collection phase and are likely to be considered for coverage under the HCP is provided below.

Wildlife

The most prominent listed wildlife within the project area is nesting sea turtles. Coastal areas to the north and south of Amelia Island fall within the USFWS designated critical habitat for loggerhead sea turtle (*Caretta caretta*) reproduction. The FWC classifies the entire Atlantic shoreline of Amelia Island as sea turtle nesting area, as well as coastal areas to the south. According to data from FWC's Statewide Nesting Beach Survey (SNBS), five years of surveys indicate that most sea turtle nests on Amelia Island were

loggerhead, present in medium density on Fort Clinch and Amelia Island and low density on Amelia Island State Park. Green sea turtle (*Chelonia mydas*) nests were present in low density on Fort Clinch and Amelia Island. Leatherback (*Dermochelys coriacea*) nests were present in low density on Amelia Island. The USFWS lists the green and leatherback as Endangered, and the Northwest Atlantic population of loggerheads as Threatened.

Sea turtles nest from March through October on Florida beaches. Amelia Island Sea Turtle Watch, Inc. (AISTW) conducts surveys during nesting season and collects GPS data for each nest. To protect the nests from poaching, locations are not made available to the public. In 2018, 135 nests were inventoried.

Sea turtles can be affected by humans utilizing the beach in several ways. Beach chairs and gear left on the beach overnight pose obstacles to turtles traversing the beach. In the case of females seeking a nest site, they may return to the sea without depositing eggs if unable to navigate around furniture (via AISTW website). Nassau County prohibits personal items from being left on the beach between 8:00 pm and 6:00 am within the unincorporated areas of Amelia Island (Nassau County Ordinance No. 2016-06). Nests can be disturbed or damaged by foot traffic, vehicle traffic, or pets. Light can disorient turtles, especially hatchlings, and interfere with their movement. Light can also discourage females from nesting. Holes or ruts made in the sand can pose obstacles to navigation and even trap hatchlings and adult turtles. Trash and chemical pollution negatively impact sea turtle habitat.

Gopher tortoises (*Gopherus polyphemus*) burrow in the dunes of Amelia Island beaches; they have been observed walking on the beaches and even into the Atlantic Ocean. Female tortoises lay eggs between May and July, which hatch between August and November. Tortoises tend to be less active during periods of colder weather but are generally active year-round.

Amelia Island Living magazine recommends observing gopher tortoises from dune walkovers at Fort Clinch State Park, Peter's Point Park, and Burney Park at American Beach, or near the Main Beach lawn adjacent to Tarpon Avenue. Driving on the beach is allowed at Peters Point Park and American Beach north of Burney Park. Florida statute 161.58 prohibits driving on dunes or the vegetation stabilizing the dune system on coastal beaches. Gopher tortoises are sometimes placed in the water by uninformed beach visitors who mistake them for sea turtles. Although tortoises sometimes walk into the water on their own, they are not able to swim and can be flipped over by waves. In the summer of 2017, the city of Fernandina Beach installed 20 signs warning beachgoers that gopher tortoises will drown if placed in the water. The signs also warn against harassing tortoises.

Amelia Island beaches are adjacent to USFWS consultation areas for the Florida manatee (*Trichechus manatus latirostris*) and North Atlantic right whale (*Eubalaena glacialis*). The manatee is a resident in local waters and has potential to be affected by human activities. The FWC manatee carcass recovery and synoptic survey observation database include data points along the project area coastline.

Birds

The Florida Shorebird Alliance (FSA) was established in 2009 with the purpose of bringing together governmental agencies, private companies, and volunteers to monitor and protect breeding shorebirds from across the state. One of the first regions to benefit from this new collaborative partnership headed by the FWC, was the northeast, including Nassau County and by extension Amelia Island. The partners in the FSA for Nassau and Duval counties include the Duval County Audubon Society, the North Florida Land Trust, the South Amelia Island Shore Stabilization Association, the Jacksonville Zoo and Gardens, the City of Jacksonville, FWC, the National Park Service, the Florida Park Service, and the U.S. Fish and Wildlife Service. The FWC created the Florida Shorebird database where stewards and monitors can directly input their data into a statewide public data network to monitor shorebird nest success.

Historically, the public beaches of Amelia Island, including Fort Clinch State Park and Amelia Island State Park, has supported breeding sites for five (5) species. These species include two non-listed species: Wilson's plover (*Charadrius wilsonia*) and willet (*Tringa semipalmata*), and three state threatened species: American oystercatcher (*Haematopus palliatus*), least tern (*Sternula antillarum*), and black skimmer (*Rynchops niger*). All nesting birds, regardless of listed status, are protected under the Migratory Bird Treaty Act.

Throughout the year Amelia Island has also reported other state and federally listed species that utilize various habitats for nesting, foraging, loafing and roosting. These species include the federally threatened species red knot (*Calidris canutus*), piping plover (*Charadrius melodus*), and wood stork (*Mycteria americana*); and state threatened species: tricolored heron (*Egretta tricolor*), reddish egret (*Egretta rufescens*), little blue heron (*Egretta caerulea*) and roseate spoonbill (*Platalea ajaja*). Of these, the red knot and piping plover utilize beach habitats, however, have not been documented nesting on Amelia Island beaches.

In addition to shorebirds and wading birds that can be found on Amelia Islands coastal and estuarine areas, the inland habitats on Amelia Island are in the native range of the federally endangered red cockaded woodpecker (*Picoides borealis*) and the state threatened subspecies Worthington's marsh wren (*Cistothorus palustris griseus*). A bald eagle nest was recorded in the southwest area of the island in 2013.

In 2018, a majority of the breeding shorebirds center around the north and south ends of the island within the protected lands of Amelia Island and Fort Clinch State Parks. These two protected zones on the beach where most nests were found are managed for minimal disturbance. Nest failures and abandonment is common among shorebirds when there are repeated fear-based disturbances in the vicinity of their nest location. Common disturbances include dogs, feral cats, loud noises such as music and cars, and pedestrians walking too close. By the end of the 2018 breeding season, all four least tern colonies, one of which was located within a vehicle access area, and all but two (2) solitary shorebird nests were abandoned and had failed on Amelia Island.

Of the above species, the most likely to be affected by beach activities, and therefore potentially considered for inclusion in the HCP are those that are dependent on beach habitats for nesting. This is particularly true in light of the nest failures reported in 2018. The federally listed species that depend on beach habitats for non-breeding activities may also be considered, as they will also benefit from additional protections. Additional information on each of these potentially covered species follows.

- Least tern (*Sternula antillarum*) – State Threatened
Least terns are the smallest tern species found in America. During breeding season, their plumage consists of a black cap with gray upperparts and white underparts, and a yellow bill. They feed by plunging into the water for small, shallow-bodied fresh and saltwater fish, however it's diet can vary and will sometimes include small crustaceans and insects. They nest in colonies on bare or sparsely vegetated sand or dried mudflats along coasts or rivers by making scrapes in the sand, in recent years some colonies have shifted to gravel rooftops due to habitat loss. Breeding generally occurs during late April through August. Active stewardship and fencing around nesting colonies has shown to increase fledgling and success rates.
- Black skimmer (*Rynchops niger*) - State Threatened
Black skimmers are large shorebirds that feed on a variety of fish by gliding low over the water surface with its lower mandible gliding through the water. Black skimmers frequently nest alongside other shorebird colonies or in colonies of their own, but predominately prefer open, sandy substrate. Breeding generally occurs during late May through early August, peaking in the middle of June. Loss of breeding habitat is the main contribution to their status and has contributed to the occasional use of rooftops as breeding sites. Active stewardship and fencing around nesting colonies has shown to increase fledgling and success rates.
- American Oystercatcher (*Haematopus palliatus*) - State Threatened
American oystercatchers are large shorebirds with a black head, white belly, and a long red to orange bill. They are adapted to feed on bivalves, mollusks, crustaceans, worms and other marine invertebrates often along the edge of receding tide on sand or mud flats, but in shellfish beds they forage while mussels or oysters are still submerged. They nest primarily on sand and shell beaches, dunes, salt marsh, and occasionally on rocks and other surfaces. American oystercatchers breed in solitary pairs generally during the middle of April through late June, peaking during May. Major threats for this species include loss of habitat as a result of coastal development and the increase of human recreational activity, increase of predators, loss of primary food source, and sea level rise.
- Piping plover (*Charadrius melodus*) - Federally Threatened
Piping plovers are small, shorebirds with orange legs and a short bill. They winter in Florida on beaches, mudflats, and sandflats along and are frequently associated with bays, lagoons, and inlets. They feed on freshwater and marine invertebrates washed up on the shore while running

along the tideline on protected sandflats or mudflats. Although piping plover has not been observed nesting within the project area, it has been documented utilizing beach habitats. The main threats for piping plovers during the nonbreeding season in Florida include habitat destruction, increase of predators, and off-road vehicles.

- Red Knot (*Calidris canutus*) – Federally Threatened

Red knots are medium-sized shorebird that breed and nest in the northern arctic slopes of Canada and Alaska. They then migrate to the southern shores of the continental United States during the nonbreeding season, from October to May. During the nonbreeding season plumage consists of an overall gray color that is darker on top and whiter on the bottom, with barring on the tail a chest and a medium length black bill. Although red knot has not been observed nesting within the project area, it has been documented utilizing beach habitats. The main threats for red knots during the nonbreeding season in Florida include loss of food resources due to a variety of issues including habitat destruction and pollution.

- Non-listed Breeding Shorebirds on Amelia Island:

The two breeding shorebirds on Amelia Island that are not state or federally protected but are protected under the Migratory Bird Treaty Act are the willet (*Tringa semiplamata*) and Wilson's plover (*Charadrius wilsonia*). Both are on the 2014 State of the Birds Watch List, which lists bird species that are at risk of becoming threatened or endangered without conservation action. In Florida, Willets nest on shorelines and their primary conservation concern is loss of feeding and nesting grounds due to habitat loss. Wilson's plovers are a limited range species, their primary breeding range consists of the southeast Atlantic coastline and the Gulf of Mexico coastlines. Their primary conservation concerns include habitat loss, nest failures due to dogs and car activity, and rising seas levels.

Plants

According to preliminary research, no federal or state-listed plants are found in Nassau County that prefer beach or dune habitat. Listed species have potential to occur in adjacent habitats within the project vicinity, however. Fringeleaf tickseed (*Coreopsis integrifolia*) is designated as "potentially-occurring" by FNAI in coastal areas near Fernandina, and is documented from Camden County, GA to the north. It is state-Endangered and a candidate for Federal listing. Preferred habitat is "low floodplain woodlands that border brackish marshes and creeks." Florida spinypod (*Matelea floridana*) is also state-Endangered and listed as "Potentially-occurring" within the limits of COFB. Its preferred habitat is sandhills and upland bluff forests.

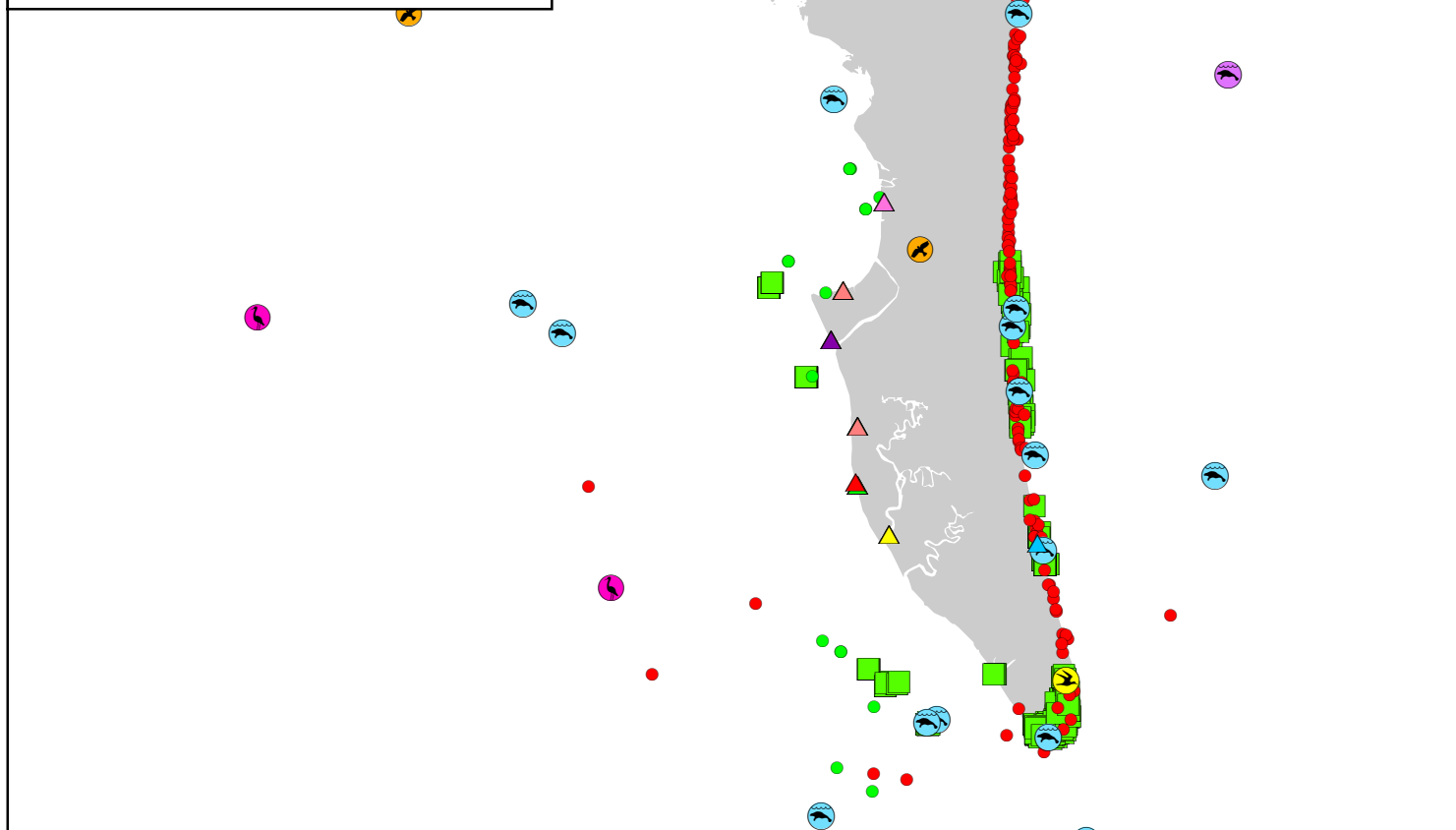
Our data collection phase will include fully assessing existing conditions of coastal plant communities to confirm presence/absence, potential impacts, and whether coverage of any plant species should be considered.

Legend

- Amelia Island
- Wading Bird Rookery 1999
- Terrapin Observation
- Least Tern Critical Wildlife Area
- Bald Eagle Nest 2013
- Manatee Carcass Recovery Location
- Manatee Synoptic Survey Observation
- Sea Turtle Stranding (since 2000)
- Florida Shorebird Database

Wildlife Observation (since 2000)

- American oystercatcher
- MacGillivrays seaside sparrow
- Worthingtons marsh wren
- black skimmer
- great egret
- green heron
- laughing gull
- least tern
- little blue heron
- tri-colored heron
- whimbrel
- wood stork



Task 5 – Determine Covered Activities

Activities to be covered will depend on the defined project area, covered species, and the activities that have the most potential to inflict “harm” on those species and their habitats. It is our understanding that the City’s focus is on activities that take place on the beach that could affect the habitats of protected species but may not be covered by other regulatory mechanisms.

The majority of human impacts on listed species and habitat include light trespass, noise, detrimental beach maintenance activities, vehicles, pollution, and erosion. It is our understanding that impacts of beach driving on sea turtle nests is of major concern for the project area.

Although ordinances are in place to limit these impacts, permitting driving on the beach may increase their likelihood. It may be harder to spot posted signs or other indicators of a sea turtle nest from a vehicle than it would be on foot; driving on the beach puts nests and wildlife at risk of being run over. More gear, food, and sources of litter can be brought onto the beach in a vehicle than on foot. Vehicles are likely to leave ruts in soft sand and may leave deep ruts or holes if they become stuck. Vehicles have the potential to leak oil or fluids, polluting the sand and water utilized by sea turtles and other wildlife. Of the 135 nests inventoried by AISTW in 2018, three (3) were disturbed by armadillo or dog prior to hatching, one (1) was disturbed by human activity, one (1) was disturbed by another nesting sea turtle, and three (3) were impacted by Hurricane Florence. An article in Amelia Island Living e-magazine states that a sea turtle nest marked on the beach near an access point was run over twice in May 2019.

Out of 65 total beach access points on Amelia Island, vehicles may drive on at five locations. One within City of Fernandina Beach limits, four in unincorporated Amelia Island (Nassau County), and one within Amelia Island State Park. Florida statute 161.58 prohibits driving on dunes or the vegetation stabilizing the dune system on coastal beaches.

Beach driving within the City of Fernandina Beach is regulated by Sec. 90-48 – Traffic Regulations; speed limit within Article II of Chapter 90 - Waterways. One parking area is designated at the Sadler Road beach access. Vehicles are permitted to drive north and south within this area, keeping at least 12 feet away from the primary frontal dune or terminus of any manmade structure. No cruising or circling the beach is allowed; drivers must travel directly to available parking and travel no faster than five (5) miles per hour. An emergency access lane no less than 15 feet wide is established within the designated parking area. Within the emergency access lane, sunbathing, parking, and non-emergency vehicles are prohibited. Parking is prohibited from 9:00 pm to 6:00 am year-round.

Beach driving is regulated by Nassau County Ordinances 2002-41 and 2002-31, as amended by 2015-13, and Resolution 2002-106. Nassau County residents may drive on the beach without a permit, but non-residents must obtain a permit for the cost of \$5.00 per day or \$25.00 annually. A disabled parking permit placard can be displayed in lieu of a beach driving permit. Senior citizens (65 or older) are not charged for

a permit. Vehicles may not be parked overnight at County-owned beach front parks (Ordinance 2016-09). Driving is prohibited on several portions of unincorporated Amelia Island beaches.

Each of the above issues associated with beach driving, and their impacts to sea turtles and other potentially covered species, will be fully evaluated during HCP development. To ensure public safety, that emergency access and vehicles will continue as a covered activity, with the bulk of any estimated “take” of covered species to be associated with this use.

Additional impacts and activities to be considered include:

- Artificial night lighting can impact wildlife and listed species in a variety of ways including: (1) attracting wildlife to lighting features which can unnaturally concentrate them into a specific area making them vulnerable to predation or result in an unnecessary trip which can exhaust or kill them; (2) lighting can repel wildlife from preferred habitat (a form of habitat loss); (3) lighting can also alter the natural day/night patterns of wildlife, resulting in behavioral changes, and disruptions to metabolic processes and reproductive cycles.

The primary species of concern from artificial lighting are sea turtles. Artificial lighting disorients nesting sea turtle females and turtle hatchlings causing them to head inland away from the ocean which leaves them vulnerable to predation, exhaustion, falling into storm drains, or being crushed by vehicles. Adult females are also known to avoid brightly lit beach areas that might otherwise provide suitable nesting sites.

- Noise pollution affects wildlife in myriad ways, including (1) physical damage to ears; (2) stress responses; (3) fright-flight responses; (4) avoidance responses; (5) changes in other behavioral responses, such as foraging; (6) changes in reproductive success; (7) changes in vocal communications; (8) interference with the ability to hear predators and other important sounds; and (9) potential changes in populations. Reactions to noise depend on the type of noise produced, including frequency, loudness, consistency, and duration. Some species react more negatively to noise than others. Colonial shore birds are highly susceptible to noise because when one bird reacts; many or all birds in a colony will react similarly whether the group responds directly to the noise or to the first bird(s) that responded.
- Beach Maintenance Activities – In an effort to keep beaches attractive and clean, maintenance activities can be conducted that include mechanical sweepers used to sweep and clean the surface of the beaches to provide a better appearance. The machines are heavy enough to crush both near sand surface organisms, deep-living invertebrates, and sea turtle eggs. Mechanical sweepers also destroy wrack, which is the buildup of debris made up of seaweeds, organisms, and materials washed ashore by the tides. Wrack provides food, shelter, and nesting material for numerous animals on the beach. Vehicle and heavy machinery used on the beach for events can

create barriers, such as tracks and ruts, for nesting sea turtles and interfering with hatchlings reaching the ocean; potential nest destruction; potential for sand compaction, or unfavorable beach design for sea turtle nesting. The presence of heavy machinery could cause avoidance by overwintering birds in need of a place to feed and roost. Maintenance activities could also cause direct impacts to protected plants and seedlings.

- Pollution associated with public use, beach driving, and special events includes increased sewage from the high numbers of people within the limited area, turbidity impacts on water quality, and trash and litter. Impacts on listed species and wildlife may include avoidance of suitable habitat, entanglement in debris, ingestion of plastics and toxins, and bacterial infections.
- Beach Erosion can accompany high usage areas of the beach through the trampling of protective dunes. Impacts include the loss of potential nesting habitat and increased false crawls and hatchling mortality from nest washout. In the event of armoring in response to increased erosion, reduced nesting habitat and hatchling success will be exacerbated. Also, erosion can result in the loss of potential roosting/foraging areas for birds, and habitat for beach plants.

Of the above activities, we anticipate this HCP to cover beach driving/emergency access, and possibly lighting and beach maintenance activities. The HCP will therefore address the associated impacts and mitigation that will be required to minimize these. Activities such as beach renourishment and development are regulated under other state and federal laws and impacts to protected species would be addressed during these regulatory processes.

Task 6 – Development of Draft HCP

A Draft HCP will be prepared based on the results of the above tasks, and once the covered species, areas, and activities are finalized. In addition, the Draft HCP will address the following:

- Duration of Permit – Permit duration will depend covered activities and would be expected to fall into the range of at least 20 years, and up to 30 years.
- Avoidance and Minimization Measures – A number of avoidance and minimization measures will be addressed in detail for each of the species, activities and anticipated impacts.
- Alternatives Analysis - Alternatives considered in addition to the “Action” alternative will be part of the overall HCP analysis process. This will include an explanation of the Proposed Action, each alternative considered, and addressing the “No Action” alternative.
- Mitigation Measures - Mitigation for unavoidable impacts will be developed, discussed with regulatory agency personnel, and presented in detail in the HCP document.
- Implementation Plan – A plan and timeline for implementing the actions, funding structure, and conservation measures will be developed.
- Economic Analysis - This will include the review of a variety of funding and fee structures to ensure that the most effective and economically feasible methodologies are implemented.

- Monitoring Plan - This plan will consist of the proposed monitoring program to be implemented to demonstrate the goals of the HCP are being met.

Additional details regarding the above elements are provided below.

Avoidance, Minimization, and Mitigation Measures

A variety of measures may be developed to address avoidance, minimization and any mitigation required. These will ultimately depend on the species covered, activities covered, and the impacts associated with them. We anticipate these measures to focus on minimizing impacts primarily to sea turtles and nesting areas, as well as other potentially affected species that rely on these habitats, and are likely to include additional beach driving and/or access restrictions.

Economic Analysis

Under the Endangered Species Act, 16 U.S.C. §1531 et seq. (1973), a Habitat Conservation Plan (HCP) is a required element for the development of any incidental take permit. HCPs (and the Memorandum of Understanding Option) create permitting possibilities for non-Federal development projects to minimize and mitigate adverse impacts on designated species through a mitigation credit system that applies to habitat restoration and enhancement. HCPs allow projects to proceed while following local government land development rules and paying appropriate fees as required to meet mitigation obligations. The “No Surprises” provision of HCP protects landowners by guaranteeing that no more restrictions or obligations will be imposed other than those listed in the HCP at the time of approval.

Mitigation for the extent and magnitude of anticipated listed species impacts is necessary, and mitigation measures may include impact avoidance or minimization of impacts as well as compensation. Compensatory measures include the purchase, protection and management of appropriate habitat for the affected species; restoring or improving degraded (but suitable) habitat; or creating new, viable habitat. Such measures require feasible and sufficient funding to ensure that all necessary compensatory measures can be accommodated. The funding must be adequate to address baseline surveys, the mitigation measures themselves, and long-term monitoring to evaluate mitigation program status and success. Consequently, an economic assessment of the HCP must (1) incorporate the costs associated with all measures expected under the several options or alternative under consideration, including No Action alternative and (2) evaluate one or more mechanisms of funding with estimates of associated revenue streams in terms of amounts and duration. A mitigation fee program can be structured in various ways, the choice of which will determine the economic efficiency and equity of the Plan. Funding choices generally differ according to who will be required to pay which proportion of the total cost of mitigation, i.e., the cost allocation of the HCP, and the choice may be informed by the location, scale and type of expected development (e.g., large-scale commercial versus infill residential). Examples of possible approaches to mitigation funding include the following:

- Only those property owners responsible for mitigation measures under the current system fund the Plan, through the purchase of Participation Certificates or a similar means;
- Based on general tax revenue or similar source, the public participates in a local jurisdiction-wide funding mechanism;
- Anyone building in a designated habitat pays a corresponding fee over time, with the potential for higher fees required from developers impacting an occupied habitat – an application of the “Polluter Pays Principle.”

There are a number of economic questions that make designing the Plan challenging. First, it must be established that the Plan can be funded adequately. This step includes a biological assessment to determine a site’s viability, location, and potential mitigation credits. Costs must be considered and incorporated into analysis to ensure that these obligations can be met. Next, a variety of funding and fee structures must be analyzed to ensure that the most effective and economically feasible methodologies are implemented. Projections of funding scenarios under most likely economic outcomes should address the effects of potential market and regulatory changes, such as fluctuations in real estate values and mitigation ratios.

Monitoring Plan

The Post-issuance Monitoring Plan will consist of the program to be implemented to demonstrate the goals of the HCP are being met. This plan will cover habitat and/or target species survey and monitoring methodologies, as well as reporting requirements. The Monitoring Plan is anticipated to involve annual events to monitor species numbers, distribution, and reproduction, but also cover the success of avoidance, minimization, and mitigation measures, as well as any restoration and management efforts. Species-specific conditions of the monitoring plan may be included as appropriate for the target species, such as a sea turtle nest monitoring program, the use of shorebird nesting area stewards, or the results of restricting access for vehicles.

The monitoring plan and all other supporting documents to the HCP will be prepared in accordance with existing guidance and policy in the Endangered Species Habitat Conservation Planning Handbook (USFWS, 1996).

Task 7 – Final Draft HCP and ITP Application

The Draft HCP will be revised as needed based on comments received from the City, agency staff and appropriate Stakeholders and partners. We anticipate conducting a final meeting with Stakeholders and potentially affected parties to discuss the draft document in detail and discuss any required revisions. A draft ITP application will also be prepared during this time frame.

We anticipate the final Draft HCP and ITP application to be submitted to the City within approximately twelve months of the initiation of the project.

3.3 Quest Team/COFB Staff Relationship

It will be the intent of the entire Quest team to function as an extension of COFB staff. Our expertise will always be made available to your staff as needed to answer questions and provide guidance through this entire HCP development process. However, we also understand that this is your HCP, and all outside coordination and communications with regulatory staff, partners, and the public will always involve COFB staff and/or be conducted under your direction. We fully believe in the success that comes with open communications and with working in partnerships with our clients. Additional methods for ensuring success include implementing rigorous Quality Control and adherence to project schedules.

Quality Assurance and Schedule Control

The Quest Team has considerable experience with similar projects involving database development, field data collection, HCP development, population studies, and all the coordination requirements that accompany these projects. This experience will be heavily utilized in developing schedules and maintaining project control for this assignment.

In addition to providing a team with the required experience and qualifications, we understand that maintaining schedules and budgets are important factors for the successful control and completion of projects of this nature. Adhering to schedules ensures compliance with set working objectives and avoids unforeseen and potentially costly delays in meeting overall goals. Our Project Manager will remain engaged at all times to ensure timely and accurate deliverables and expedited development of the HCP and related documents. Open communication lines between Quest, the City Project Manager and all other participants will also be maintained to ensure all project milestones are met and potential obstacles are addressed in a timely fashion.

Quality will be achieved using our established quality control guidelines, developed through our extensive experience with similar types of contracts involving data collection and analysis, field surveys, and document preparation. We'd like to assure you that Quality Control is consistently a very important part of our project approach. All deliverables will pass through the Quest Quality Control process prior to submittal to the City or agency personnel. Identification of errors or omissions on reports will be the responsibility of the Quest Team, not the City Project Manager. We will ensure that our products are factual, thorough, and professional in form and content.

3.4 HCP EXPERIENCE

Most notably for this contract, Quest has the unique distinction of having specific experience with developing county and city-wide Habitat Conservation Plans (HCP), including Multi-Species HCPs, and completing the Incidental Take Permit (ITP) process. Our HCP experience has involved the exact tasks outlined in your Scope of Services, from organizing partners and stakeholders, to defining target species and activities and to be covered, to developing implementation plans and funding sources. Our HCP experience encompasses terrestrial and coastal plant and wildlife species, including sea turtles, as well as

developing avoidance and minimization efforts, mitigation measures, and monitoring plans for covered species.

Examples of this HCP work are provided below.

Casey Key Sea Turtle Habitat Conservation Plan - Quest was retained by Erickson Consulting Engineers, the Engineer of Record, to assist with the development of this HCP to address impacts to federally listed sea turtle nesting habitat as a result of the installation and maintenance of a proposed 761 feet reconstructed dune system. Covered activities included the installation of the geotextile container, three dune crossovers and any nest relocations or sand replacement activities associated with emergency maintenance following storm events. Project goals included maintaining a minimum of 3 feet of sand coverage over the container system and implementing minimization and mitigation measures to ensure no decline in sea turtle nesting success. This project is located on private beach front property that has severely eroded, putting several residential structures at risk, and provides protection prior to future planned beach nourishment. Quest staff assisted with USFWS coordination and development of the draft HCP document, including a take analysis, biological goals, alternatives analysis, mitigation plan, monitoring requirements, and adaptive management plan.

City of Cape Coral HCP - Quest conducted the city-wide analysis to determine potential species and activities to be covered and presented findings to the City Council with recommendations on how to proceed with the City's HCP. Based on the results of comprehensive surveys to determine target species and available habitat, the City opted to pursue an HCP for the Florida scrub-jay, and covered activities involving City-owned parklands. Quest's role included the development of mitigation plans on Lee County Preservation 20/20 lands, and preparation of long-term management plans and funding assurances. We worked with stakeholders and City representatives to develop the cost analysis, mitigation plan, and inter-local agency agreement with Lee County.

Charlotte County County-Wide Florida Scrub-Jay HCP - Quest Ecology was selected by Charlotte County to develop a countywide HCP to target the Florida scrub-jay and associate species. The scope of work for this effort involved the development of a reserve system that, through preservation and land management, will maximize the viability of the Florida scrub-jay within the County, while allowing development to proceed. Quest's tasks included: the coordination of the Technical Committee and Interagency Task Force; compilation and review of existing data; field surveys and ground-truthing; assessment and mapping of occupied habitats; GIS data compilation; preparation of a Management Plan and Biological Assessment; development of the draft and final HCP, and participation in public workshops and a public hearing. Quest is currently contracted with Charlotte County to implement several conservation measures under the HCP, including preparation of management plans, population surveys, development of a Population Viability Analysis (PVA), and coordination with USFWS on HCP Reserve Design modifications.

St. Lucie County County-wide Florida Scrub-jay HCP – Quest is currently working with St. Lucie County’s Environmental Resources Department on the development of an HCP/ITP to cover private and county-owned lands that support habitat for the Florida scrub-jay. The first step in this process was to determine the geographic area to be covered, as well as whether to include additional federally protected species. To date, Quest has conducted field surveys, habitat analyses, prepared preliminary mitigation and habitat management plans, and identified alternative HCP coverage boundaries. The areas to be ultimately covered under the HCP are being evaluated based on occupation status, future land uses and development plans, local permitting requirements, and potential take and mitigation parcels. Coordination with USFWS staff to obtain input during this process has also taken place.

Highlands County Multi-species HCP (MSHCP) – Quest developed the first phase of this County-wide MSHCP that targeted scrub-dependent plant and wildlife species in Highlands County. Initial tasks included assisting with the establishment of a Technical Advisory Committee (TAC) consisting of experts on scrub and conservation issues, and a Stakeholders Group consisting of representatives from local municipalities, agriculture, development interests, environmental organizations, and other potentially affected parties. Existing data was then collected from a variety of sources and used to develop methods for refining the list of species to be covered under the MSHCP. This effort required extensive research of all potential scrub-dependent species occurring within Highlands County, and the application of “filters” to determine which species qualify for inclusion, resulting in a list of 45 potentially covered species. The results of this phase were recommendations for covered species, activities, and methods for determining mitigation measures.

Private Sector HCPs - Quest prepared the first “Batch HCP” issued in the state of Florida, which included a Biological Assessment, HCP, and ITP for several private residential parcels in Southwest Florida. For a private mining company, Quest completed a scrub-jay HCP and received the approved Incidental Take Permit from USFWS for a 4,345-acre mining parcel, in which minimization efforts included the translocation of resident scrub-jays to a managed preserve.

For all of the above HCPs, Quest staff assisted with the establishment of Stakeholder groups, facilitated meetings, prepared presentations and materials for public and stakeholder outreach, and coordinated with County and City staff, elected officials, and USFWS and FWC staff. In addition, each of these projects required the early development of schedules and budgets that had to be strictly adhered to. Because the finalization of these plans, and commitment of public funds, involves the need to obtain City Council and other government approvals, following schedules, getting placed on agendas, and maintaining budgets is critical.

This experience with the exact tasks required for the City of Fernandina Beach will ensure you receive a highly cost-effective product. The methods employed for these efforts have been “field tested” and can be applied to the COFB with confidence, and without having to “start from scratch.” We have worked

very closely with USFWS staff on each of these HCPs and our methods and technical abilities have been well received.

3.5 Other Relevant Experience

In addition to HCPs, Quest has conducted numerous formal and informal consultations with FWC and USFWS on a wide variety of projects, involving NEPA documentation, including Environmental Assessment (EA) and Environmental Impact Statement (EIS) Classes of Action. We have worked with state and federal agencies including the FWC, USFWS, US Army Corps of Engineers (USACE), Natural Resource Conservation Service (NRCS), National Park Service (NPS) and the US Environmental Protection Agency (EPA). In addition, our clients frequently consist of state agencies and public land managers including the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the South and Southwest Florida Water Management Districts (SFWMD and SWFWMD), and numerous county public works and parks and recreation departments. This project experience often calls for significant public involvement, stakeholder engagement and participation by Non-governmental Organizations (NGO's) and local conservation groups. This has allowed our Team to become highly knowledgeable regarding the issues facing public lands, the activities that take place on them, and the potential stakeholders to involve. Through this experience, which is highly relevant this contract, Quest remains well versed in the state and federal regulations and guidelines that apply to local governments. This level of local government, public outreach, and wildlife regulatory specialization and experience guarantees that we will be committed to the successful completion of your project and you will be choosing the most qualified Team for this work. Examples of some of these projects follows.

Anna Maria Island Construction Compliance Monitoring – For FDOT District One, Quest Ecology was assigned the task of monitoring sea turtle nests during overnight construction of the resurfacing of SR 789 on Anna Maria Island. Quest's ecologists remained on call during the construction period to conduct monitoring when night construction was scheduled to take place in the vicinity of documented nest sites. Monitoring was conducted to ensure that the construction lighting did not point in the direction of or interfere with nesting sea turtles or hatching nestlings. Surveys were conducted each night prior to construction to locate any nests that would likely hatch and potentially be affected. Monitoring continued throughout the night until all construction lights were extinguished. Coordination with the local Sea Turtle Permit Holder took place before and after each monitoring event, and documentation was sent to FDOT and FWC.

Sloan's Curve Sea Turtle Management Plan - Quest conducted the field data collection, background research, and prepared the maps and exhibits for the Endangered Species Biological Assessment (ESBA) and Sea Turtle Management Plan for this construction project on SR A1A in Palm Beach, Florida. The project involved roadway and revetment improvements to areas adjacent to a documented sea turtle nesting beach. The ESBA was prepared to document the potential effects of the project on protected plant and wildlife species, and a Sea Turtle Management Plan was prepared to ensure no adverse impacts to the nesting beach would occur as a result of construction activities.

Port Tampa Bay Shorebird Monitoring – Quest’s avian ecologists participate with local Audubon and Port staff to conduct the monthly surveys of spoil islands to monitor shorebird breeding areas. These surveys help to identify the nesting locations and species of birds utilizing the beaches of the islands under the Port’s purview, and help guide dredging, monitoring and management activities. The data is compiled and used to update and maintain the Florida Shorebird Database.

Courtney Campbell Causeway Multi-use Trail – Quest participated in baseline studies, permitting and construction compliance monitoring for this trail over Old Tampa Bay. For the Pinellas segment Quest conducted an ecological evaluation and wetland jurisdictional determination on the project corridor to determine impacts to coastal wetlands and wildlife. A seagrass survey was conducted to verify the extent of potential seagrass involvement, and shorelines were surveyed to identify nesting shorebird habitats. Environmental Resource Permit applications were prepared and submitted to the SWFWMD and USACE, and included impacts associated with rip-rap placement and new pedestrian bridge construction. USFWS coordination covered avoidance, minimization, and monitoring to ensure no harm to nesting shorebirds. Quest conducted pre-construction and permit compliance field surveys to ensure no sensitive habitats or species would be affected by construction activities, including shorebird and sea turtle nesting habitat.

3.6 References

PROJECT: Charlotte County County-wide HCP

Tina Powell

Charlotte County

25550 Harbor View Road, Ste. 2

Port Charlotte, FL 33980-2503

(941) 764-4360

Tina.Powell@charlottecountyfl.gov



Quest Ecology was selected by Charlotte County to develop a countywide HCP to target the Florida scrub-jay and associate species. The scope of work for this effort involved the development of a reserve system that, through preservation and land management, will maximize the viability of the Florida scrub-jay within the County, while allowing development to proceed. Quest’s tasks included: the coordination of the Technical Committee and Interagency Task Force; compilation and review of existing data; field surveys and ground-truthing; assessment and mapping of occupied habitats; GIS data compilation; preparation of a Management Plan and Biological Assessment; development of the draft and final HCP, and participation in public workshops and a public hearing.

Year Completed: 2011

Contract Value: \$220,390

PROJECT: Mosaic’s Texaco Tract Scrub-Jay HCP/ITP

Sandy Patrick

Mosaic Fertilizer LLC
13830 Circa Crossing Drive
Lithia, FL 33547
(813) 500-6913

Sandra.Patrick@mosaicco.com

Quest Ecology Inc. prepared the HCP/ITP for the take of occupied Florida scrub-jay habitat on this 4,345-acre parcel located in eastern Manatee County. Quest conducted the field surveys and habitat mapping, and prepared the HCP document and Incidental Take Permit (ITP) application for submittal to USFWS and FFWCC. Quest prepared the HCP document in its entirety, including activities to be covered, take assessment, mitigation plan, biological goals, alternatives analysis, minimization measures, and adaptive management plan. A separate Section 10 Recovery Permit application was submitted to USFWS concurrent with the HCP/ITP for the purpose of translocating the remaining three groups of scrub-jays at the Texaco Tract to a 1000-acre Mosaic owned and managed scrub conservation area, the Mosaic Wellfield.



The ITP and Recovery Permit were issued by both permitting agencies in October 2011. Mitigation for the take of occupied scrub-jay habitat was provided by placing a conservation easement on an additional 150 acres of Type I and II scrub habitat at the Mosaic Wellfield. Per the HCP, the translocation served as minimization of impacts to the species, and was conducted in December 2011. Quest has conducted annual translocation of scrub-jays to the Mosaic Wellfield for 10 years, beginning in 2003. The translocated jays further stabilized and augmented the existing regional population by moving them from isolated, unmanaged habitats, to a core scrub-jay population within unfragmented and managed habitat at the Mosaic Wellfield.

The preservation and management of the Mosaic Wellfield and adjacent habitats has resulted in the largest population of scrub-jays in Southwest Florida.

Year Completed: 2016
Contract Value: \$26,240 (HCP only)

PROJECT: Highlands County County-wide Multi-Species HCP

Raoul Boughton, (Technical Advisor on Highlands County Multi-Species HCP
Department of Wildlife, Ecology and Conservation
University of Florida – IFAS, Range Cattle Research and Education Center
3401 Experiment Station
Ona, Florida 33865
(863) 735 1314 ext. 216

rboughton@ufl.edu

Quest developed the first phase of this County-wide MSHCP that targeted scrub-dependent plant and wildlife species in Highlands County. Initial tasks included assisting with the establishment of a Technical Advisory Committee (TAC) consisting of experts on scrub and conservation issues, and a Stakeholders Group consisting of representatives from local municipalities, agriculture, development interests, environmental organizations, and other potentially affected parties. Existing data was then collected from a variety of sources and used to develop methods for refining the list of species to be covered under the MSHCP. This effort required extensive research of all potential scrub-dependent species occurring within Highlands County, and the application of “filters” to determine which species qualify for inclusion, resulting in a list of 45 potentially covered species. The results of this phase were recommendations for covered species, activities, and methods for determining mitigation measures.

Year Completed: 2011
Contract Value: \$176,645

4.0 Schedule of Work

4.0 SCHEDULE OF WORK

We have proposed a project schedule and timeline based on your stated preferences, as well as our understanding of the project goals and proposed approach to meeting those. Our scheduling methods are based on our experience working on similar project for local governments, as well as agency staff and a diverse group of partners and Stakeholders.

The Quest team will begin work immediately upon receiving your notice to proceed, which will consist of the initiation of data collection, review of existing data sources, and development of the project database. Our team already brings local knowledge of the issues, geographic area, activities and species to be involved in this undertaking, thus minimizing any learning curve for the work. A kick-off meeting will also be scheduled with the City and the Quest Team to discuss initial data collection efforts, tasks and goals.

Subsequent coordination with the City will take place at least monthly, with progress and status updates consisting of emails, teleconferences, and meetings as needed. Stakeholder meetings are anticipated to take place at project milestones where input is most critical to the progress of the HCP.

The data collection, mapping, and database development tasks will begin immediately, but are anticipated to continue to some degree during the duration of HCP development as more data become available. This is particularly true of sea turtle and shorebird year 2020 nesting data, that will not be available until the contract is underway.

Please see the attached proposed schedule/milestone outline at the end of this section.

City of Fernandina Beach
Amelia Island Beach Habitat Conservation Plan
January 9, 2020

Amelia Island - Proposed Schedule

	2020										2021			
	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
Task 1 – Kick Off Meeting and Implementation of Partner Meetings														
Kick-off meeting with City; Prepare minutes, refine schedule and tasks	X													
Identify and contact Stakeholder groups; Conduct initial Stakeholder meeting. Prepare agenda, materials, meeting summary.		X	X											
Conduct subsequent Stakeholder and Agency meetings during HCP development process. Prepare agendas, materials, meeting minutes. To include two interim meetings.							X				X			
Prepare for and conduct Final Stakeholder meeting (Public Workshop) to present Draft HCP.														
Task 2 – Data Collection and Review														
Compile all existing data to be used in HCP development	X	X	X	X	X	X	X							
Review all data, identify data gaps, develop database					X	X	X	X	X					
Limited groundtruthing as needed and/or identify and obtain additional sources to fill data gaps.				X	X		X							
Develop/update GIS database for project specifics and throughout HCP development			X	X			X	X	X	X				
Task 3 – Delineate the Area to be Covered by the HCP														
Review all compiled data, lands and habitat types potentially supporting listed species within the City.			X	X	X	X	X	X	X					
Summarize results of above, and finalize the area(s) to be covered based on input from the City and Stakeholders. Update maps/database to delineate boundaries of beach habitat to be covered in HCP.								X	X	X				
Task 4 – Define Species to be Covered in HCP														
Prepare preliminary list of species potentially to be covered based on results of above tasks and Partner input.					X	X								
Evaluate potential affects to above species; collect additional data as needed.						X	X	X	X					
Finalize list of wildlife and plants to cover								X	X					
Task 5 – Determine Covered Activities														
Develop preliminary list of potential activities based on results of above tasks (species and areas to be covered).					X	X	X							
Evaluate impacts associated with each in above list and need for coverage under HCP (vs. other regulatory mechanisms)							X	X	X					
Finalize activities to be covered within HCP for beach habitats.								X	X					
Task 6 – Development of Draft HCP														
Prepare proposed avoidance and minimization measures for each covered activity and species								X	X	X	X			
Prepare draft Mitigation Measures for each covered species.									X	X	X			
Prepare draft implementation plan with proposed timeline and addressing potential funding sources									X	X	X			
Preliminary economic analysis to address effective and economically feasible methodologies										X	X			
Prepare draft Monitoring Plan									X	X				
Compile above sections, conduct internal QC, and prepare and submit one Draft HCP document to City										X	X			
Task 7 – Final Draft HCP and ITP Application														
Obtain, review and discuss with City comments received on Draft HCP document											X	X		
Coordinate with Regulatory Agency staff on input											X	X		
Revise Draft HCP document and submit one Final Draft HCP to City												X	X	
Prepare Draft ITP application and submit to City													X	X

5.0 Proposed Cost

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "A"
CONTACT SHEET/PROPOSAL FORM

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN: \$ 99,500

Name: Quest Ecology Inc.

Federal Taxpayer ID: 65-0710786

Mailing Address: 735 Lakeview Drive

City, State, & Zip Code: Wimauma, FL 33598

Telephone: 813.642.0799 **Fax:** NA

Email: Vivienne@questecology.com

Submitted By: Vivienne Handy

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Dolores Dupont **Title:** Financial Controller

Email Address: dolores@questecology.com **Phone:** 813.642.0799

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

6.0 Additional Forms

6.0 ADDITIONAL FORMS

This section includes all additional forms required for this submittal.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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 Amelia Island Beach HCP.
2. This sworn statement is submitted by (entity) Quest Ecology Inc. whose business address is 735 Likeview Drive, Wimauma, FL 33598 and (if applicable) Federal Employer Identification Number (FEIN) is 65-0710786 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: NA.)
3. My name is Vivienne Handy 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

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2019-06

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

agents who are active in management of an entity.

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

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

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

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

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

Signature

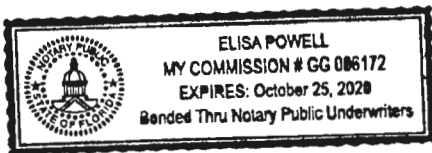
Date:

STATE OF FLORIDA

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of January, 2020, and is personally known to me, or has provided N/A as identification.

Notary Public



My Commission expires: 10/25/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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:

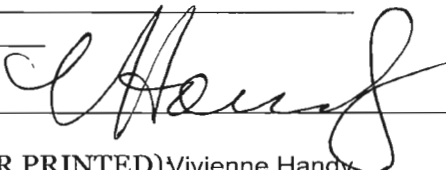
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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: Quest Ecology Inc.

CITY: Wimauma
33598

STATE: FL ZIP CODE:

SIGNATURE:  PHONE: 813.642.0799

NAME (TYPED OR PRINTED): Vivienne Handy TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2019-06

Project Description: Amelia Island Beach Habitat Conservation Plan

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: Quest Ecology Inc.

Authorized Signature: _____

Title: President

Date: January 6, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

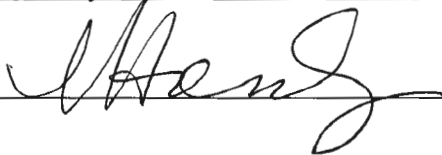
EXHIBIT "E"

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: Vivienne Handy Title: President

Signature:  Date: January 6, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Beach HCP.

This sworn statement is submitted by (entity) Quest Ecology Inc. whose business address is 735 Lakeview Drive, Wimauma, FL 33598 and (if applicable) Federal Employer Identification Number (FEIN) is 65-0710786 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: NA.)

My name is Vivienne Handy and my relationship to the entity named above is President.

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

Signature

Date: 1-6-20

STATE OF FLORIDA

COUNTY OF Hillsborough

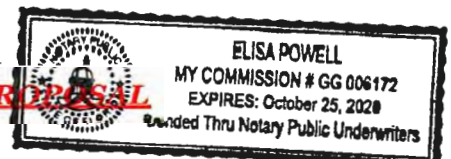
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of January, 2020, and is personally known to me, or has provided N/A as identification.

Elisa Powell

Notary Signature

My Commission expires: 10/25/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

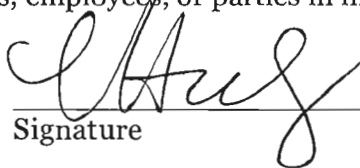
EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Beach HCP.

This sworn statement is submitted by (entity) Quest Ecology Inc. whose business address is 735 Lakeview Drive, Wimauma, FL 33598 and (if applicable) Federal Employer Identification Number (FEIN) is 65-0710786 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

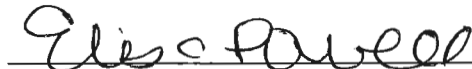
My name is Vivienne Handy and my relationship to the entity named above is President.

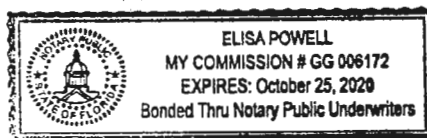
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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.

 1-6-20
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of January, 2020, and is personally known to me, or has provided N/A as identification.

 My Commission expires: 10/25/2020
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

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.

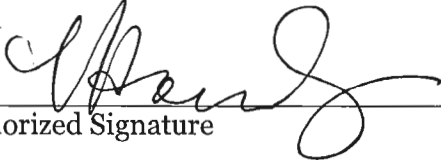
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Quest Ecology Inc.

January 6, 2020

Firm

Date



Vivienne Handy, President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

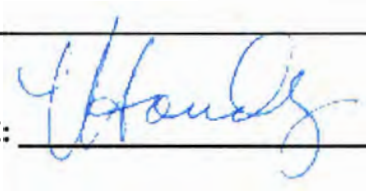
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Vivienne Handy **TITLE:** President

ADDRESS: 735 Lakeview Drive

CITY: Wimauma **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** January 6, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

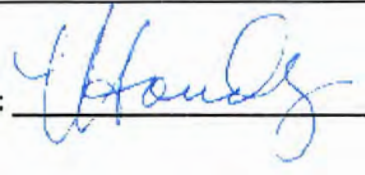
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No. 2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Vivienne Handy **TITLE:** President

ADDRESS: 735 Lakview Drive

CITY: Wimauma **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** January 6, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFP 2019-06 AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

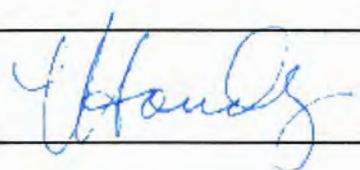
The following changes are applicable to the original **RFP** documents and specifications of **RFP 2019-06**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting proposals. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Vivienne Handy **TITLE:** President

ADDRESS: 735 Lakeview Drive

CITY: Wimauma **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** January 6, 2020

Appendix 1 - Resumes



Vivienne Handy, PWS Principal Ecologist

Education:

BS-Biology, University of South Florida, 1984

Years of Experience: 32

Certifications and Training:

- Certified Professional Wetland Scientist (PWS, #370), Society of Wetland Scientists
- U.S. Army Corps of Engineers Wetland Delineation Methodology Course
- Uniform Wetland Assessment Methodology (UMAM) Training
- FDOT Project Development and Environment (PD&E) Manual Training
- FDOT Efficient Transportation Decision Making (ETDM) Training

Vivienne Handy is the President and Principal Ecologist for Quest Ecology Inc. She founded Quest in 1996, and has over 30 years of experience in environmental permitting and documentation, impact assessment, and natural resource management. Prior to the formation of Quest Ecology, Ms. Handy served in a variety of positions with regulatory agencies and engineering and consulting firms.

A significant portion of Ms. Handy's career experience has consisted of conducting and managing field studies and environmental documentation. This includes planning, permitting and construction oversight for a wide variety of projects and clients, from roadway and bridge studies to mine reclamation projects. Ms. Handy's recent focus has been on NEPA and Endangered Species Act issues, including working with the US Fish and Wildlife Service on the development of regional, multi-species Habitat Conservation Plans (HCP), large-scale habitat management planning, and species translocations. Ms. Handy has recently overseen the development of six HCP's, including county-wide plans involving multiple habitats and species, as well as project-specific Incidental Take Permits. Ms. Handy is also heavily involved in the development and permitting of wetland mitigation banks and conservation banks for listed species, and was responsible for the permitting of the first Conservation Bank for Florida scrub-jay and sand skink in the State of Florida.

Currently, Ms. Handy manages projects throughout the state that involve impact assessments, Environmental Resource Permitting, HCP implementation, floral and faunal surveys, habitat restoration and management, and wetland mitigation design and site management. These projects are for clients such as the FDOT, local governments, the mining industry, utilities, and commercial and residential developers.

Project Experience:

Casey Key Sea Turtle Habitat Conservation Plan (HCP), Sarasota County, FL – Assisted with USFWS coordination and development of HCP document and ITP for dune reconstruction project on sea turtle nesting beach.

County-wide HCP for Florida Scrub-jay, St. Lucie County, FL – Project Manager for county-wide data collection, surveys, ground-truthing, mitigation planning, reserve design development and HCP/ITP coordination and document preparation.

Charlotte County County-wide HCP for Florida Scrub-jay, Charlotte County Natural Resources Department, FL – Project Director responsible for oversight of data collection, field surveys, Steering Committee and Interagency Task Force development, public involvement, and development of draft and final HCP, and implementation of habitat management plans.

City of Cape Coral Habitat Conservation Plan, Lee County FL – Project Director overseeing all data collection and field surveys; Steering Committee and public involvement presentations; preparation of mitigation and management plans; preparation of draft and final HCP documents; and agency and local government coordination.

Highlands County County-wide Multi-Species HCP, Highland County, FL – Project Director responsible for the coordination of all data collection, field surveys, mapping, Technical Advisory Group and Stakeholder Group coordination, preparation of presentation materials, meeting facilitation, development of Reserve System alternatives and draft HCP for 46 listed species within scrub habitats.

Deep Creek Batch HCP/ITP, Charlotte County, FL – Project Ecologist for field studies, mapping, documentation and permitting of incidental take of scrub-jay habitat on development parcels for four landowners in the Deep Creek region of Charlotte County.

Texaco Tract HCP/ITP, Mosaic Fertilizer LLC, Manatee and Hardee Counties, FL – Preparation of permit documents and HCP for incidental take of 100 acres of occupied scrub-jay habitat associated with mining activities.

Scrub Habitat Conservation Plan, Lake County, FL – HCP planning, research and Technical Advisory Committee formation in support of County-wide HCP to target scrub and upland dependent federally listed species.

SR A1A Sloan's Curve Endangered Species Biological Assessment (ESBA) and Sea Turtle Management Plan, FDOT District 4 – Conducted research and data collection, agency coordination, and preparation of ESBA and Management Plan for roadway improvement project along sea turtle nesting beach. Palm Beach County.

Permitting and Compliance, Mitigation and Mitigation Banking Cross Bar & Al Bar Environmental Management Plan, Pinellas County Utilities, Pasco County – Field studies and habitat management and restoration plan development for 12,000-acre wellfield site, targeting native upland & wetland communities and protected wildlife species.

Allapattah Flats Restoration Project, SFWMD, Martin County, FL - Listed Species surveys, habitat evaluations and mapping, and restoration design recommendations for over 20,000-acre Wetland Reserve Program parcel.

Indian Street Bridge PD&E Study/EIS, FDOT District 4, martin County, FL – Lead Ecologist for listed species surveys, habitat assessments, agency coordination and preparation of an Endangered Species Biological Assessment for new bridge crossing of the South Fork of the St. Lucie River in Martin County.

SR-5/US-1 PD&E Study from 53rdStreet to CR-510, FDOT District 4, Indian River County, FL – Project Director responsible for QA/QC of Endangered Species Biological Assessment (ESBA), Contamination Screening Evaluation Report (CSER), and WER.



Frank Kahoun, III

Senior Environmental Scientist

Education:

PhD Candidate, Center for Tropical Ecology and Conservation, Antioch University New England

MS, Marine Biology and Coastal Zone Management, Nova Southeastern Oceanographic Center

BA, English and Environmental Science, Stetson University

Years of Experience: 20

Certifications and Training:

- LIAF Certified Landscape Inspector #2013-128
- PADI Advanced Open Water Certification # 9909628916
- Florida Department of Environmental Protection Certified Erosion and Sedimentation Control Inspector #25131
- FDOT Project Development & Environment (PD&E) Training BT-19-0034
- American Red Cross First Aid with CPR/AED Certification
- U.S. Army Corps of Engineers 40 Hour Wetland Delineation Methodology Course
- UMAM Training, SFWMD
- E-Permitting Training Course, SFWMD
- Benthic Survey Training, SFAEP
- Wetland Plant Identification Training, FAEP
- South Florida Association of Environmental Professionals Board of Directors (Member 2005-Present)
- University of Florida, Florida Master Naturalist Program Instructor

Frank Kahoun, MS, has over 20 years of experience as an environmental professional with an emphasis on permit compliance and construction management. Frank is responsible for the management of Quest's Broward County office, and delivering our services to South Florida clients. His expertise includes: documentation associated with PD&E studies (including Wetland Evaluation Reports, Endangered Species Biological Assessments, Contamination Screening Reports, and Essential Fish Habitat determinations), benthic surveys, environmental resource permitting, habitat assessments, wetland delineations, threatened and endangered species surveys, mitigation construction oversight, mitigation site design, environmental compliance monitoring and reporting, tree and landscape grades and standards, inspection and surveys, and post disaster remediation consulting.

Frank is responsible for the management of Quest's Broward County office, and is responsible for managing benthic and estuarine surveys, wetland mitigation, habitat restoration, wetland permitting, and impact assessment projects, including construction and planting supervision, vegetation monitoring, report preparation, maintenance inspections, and contractor oversight. He performs these services on projects throughout the South Florida area within a wide range of marine, wetland and upland habitat types for a variety of public and private clients.

Project Experience:

I-595 Express OCEI Environmental Compliance, FDOT District 4, Broward County, FL - Lead environmental scientist and senior inspector of the Environmental Compliance Plan to validate that it addressed critical environmental issues, permit compliance and appropriate actions to deal with non-compliance issues, including but not limited to erosion, sedimentation, contamination, listed species, protected habitats and water quality issues.

Design Services for Warfield Blvd (SR-710), FDOT District 4, Martin County, FL - Conducted wetland delineations, habitat assessments, and agency coordination for environmental impacts during the project design stage.

Walton Rd Widening Project, FDOT District 4, St. Lucie County, FL - Conducted listed species surveys, wetland delineations, habitat assessments, and preparation of environmental documents for proposed roadway improvements.

Pembroke Rd Extension, Broward County FL - Conducted listed species surveys, wetland delineations, habitat assessments, and agency coordination for an Environmental Resource Permit (ERP) application package. City of Pembroke Pines.

Northern Layover/Maintenance Facility Location Study, SFTRA, Palm Beach County, FL – Provided an analysis of potential impacts to wetlands and surface water features, wildlife habitat, Essential Fish Habitat and threatened and endangered species. SFRTA.

I-75 & Pines Blvd (SR 820) Interchange, FDOT District 4, Broward County, FL - Conducted listed species surveys, wetland delineations, habitat assessments, and environmental documentation for a Local Agency Program (LAP) application.

SW 40th St Improvements, City of Winter Park, Broward County, FL - Conducted listed species surveys, wetland determination, habitat assessments, and preparation of environmental documents for proposed roadway improvements.

Bonaventure Blvd and Saddle Club Rd Improvements, FDOT District 4, Broward County - Conducted listed species surveys, wetland determination, habitat assessments, and environmental documentation for a Local Agency Program (LAP) application.

Pioneer Rd and State Road 7 Improvements, FDOT District 4, Palm Beach County, FL - Conducted listed species surveys, wetland delineations, habitat assessments, and preparation of environmental documents for proposed roadway improvements.

Manatee Blvd Improvements, City of Weston, Broward County, FL - Conducted listed species surveys, wetland delineations, habitat assessments, and preparation of environmental documents for proposed roadway improvements.

Aqua Isles, Quantum Homes, LLC., Broward County, FL - Provided onsite construction management, permit compliance inspections, inspections of staging area impacts and routine inspections of erosion control measures and turbidity barriers for a construction project adjacent to protected wetland and mangrove habitat(s).

City of Weston Wetland Mitigation, City of Weston, Broward County, FL - Senior environmental scientist and project manager responsible for coordination of staff, sub-contractors, field data collection, compliance inspections, management of listed species and documentation to ensure permit compliance of the City's 2,200 plus acres of permitted wetland mitigation.

Gulfstream Park Expansion Project, Gulfstream Properties, LLC, Broward County, FL - Delineated environmentally sensitive habitat (wetlands, mangroves) and coordinated with the design team in order to eliminate potential environmental impacts.

S-169 Relocation Planning Study, SFWMD, Hendry County, FL - Conducted listed species surveys, wetland determination, habitat assessment, and preparation of environmental documents for proposed infrastructure improvements.

FPL Dania Beach Substation, Florida Power and Light, Broward County, FL - Conducted listed species surveys, assessed potential impacts to different species of mangroves, wetland determination, habitat assessment, and preparation of environmental documents for proposed infrastructure improvements.

Proposed Residential Development, Undisclosed Client, West Palm Beach County, FL - Conducted listed species surveys, wetland delineation, habitat assessment, and preparation of environmental documents for a proposed residential project.



Mary James, PWS Senior Ecologist

Education:

MA, Ecology, University of North Carolina at Chapel Hill, 2000

BS, Natural Resources, University of the South, 1994

Years of Experience: 21

Certifications and Training:

- Professional Wetland Scientist #1639, 2006 – present
- FDEP Qualified Stormwater Management Inspector, 2004 – present
- Wetland Assessment Procedure (WAP) Training, 2016, 2018
- Hydric Soils Training, 2006, 2017
- Mining Safety Hazard Assessment Training (MSHA), 2000-2007, 2016-present
- Tampa Bay Association of Environmental Professionals, member since 2016
- Society of Wetland Scientists, member since 2005
- Florida Native Plant Society, member since 2000

Mary James, MA, PWS contributes more than 20 years of diverse ecological experience to the Quest Team. Her areas of expertise include project management, environmental permitting, ecological restoration, plant taxonomy, mitigation banking, habitat assessment, vegetation monitoring, wetland delineation, plan reviews, and construction inspection.

Ms. James has worked in the private sector for a Fortune 500 company, as an environmental consultant to public and private clients, and as a government employee, giving her the advantage of multiple perspectives.

Since joining Quest in January 2016, her duties have included serving as Project Manager for nearly 100 environmental assessments for Florida Power & Light projects throughout the state, leading a floristic inventory of Manatee County's Duette Preserve (22,000 acres), preparing management plans for FDOT mitigation sites, and coordinating vegetation monitoring and ecosystem management plan preparation for a 12,000-acre, multi-use Pinellas County wellfield.

Prior to joining Quest, Ms. James managed a variety of environmental projects for diversified engineering/consulting firms, providing services that included environmental permitting; project management (scheduling, budgeting, client/subcontractor management); site assessment (wetland delineation, habitat assessment, wildlife/vegetation surveys and monitoring); construction monitoring; marketing, and technical writing.

As Senior Environmental Specialist with Pinellas County she assisted with the inspection and management of mitigation wetlands throughout the County; conducted environmental permitting and field reviews for open conveyance maintenance projects; reviewed and commented on engineering projects; conducted environmental permitting research and field reviews to determine potential surplus mitigation credits; prepared budgets and bid specifications for planting and maintenance contracts; conducted gopher tortoise surveys and wildlife assessments; and provided recommendations for development of a new Storm Water Manual.

Project Experience:

Duette Preserve Floristic Inventory, Hillsborough County, FL – Preparation of a plant species list for a 22,000-acre Manatee County preserve containing high quality examples of oak scrub, scrubby

flatwoods, wet prairies and bottomland hardwood communities. Documented habitat associations for all species identified and recorded locations of state/federally listed plant species.

Florida Gulf Coast Wetland Mitigation Bank – Restoration planning, permitting compliance, vegetation monitoring, quarterly inspections, and reporting for ~1600-acre mitigation bank in Levy County.

Curlew Creek Restoration – Project management, permit compliance, and preparation of planting and monitoring plans for an urban creek restoration project in Pinellas County.

MacDill AFB Saltmarsh Restoration Monitoring – Performed quantitative monitoring and reporting and provided management recommendations for a 3-acre saltmarsh restoration project.

Water Works Park – Served as project manager and coordinated regulatory requirements of 11 affected agencies to obtain required authorizations for a 5-acre park development and dock construction project on the Hillsborough River. Also performed weekly BMP inspections during construction.

SFWMD/FDOT Mitigation Monitoring/Reporting – Assisted with monitoring and reporting of FDOT mitigation projects at two Pinellas County locations (Alligator Lake & Boyd Hill).

Mosaic Mitigation Wetland Monitoring/Reporting – Performed vegetation monitoring, data analysis, and assisted with QA/QC of monitoring reports for multiple forested and herbaceous mitigation wetlands in Hillsborough and Polk Counties.

C-41A Canal Subaqueous Utility Installation – Prepared FDEP, USACE, and SFWMD R/W permit applications for a ~2000 LF underground utility installation, including a subaqueous horizontal directional drill beneath SFWMD's C-41A Canal in Highlands County.

Wall Springs Park Gopher Tortoise Survey – Conducted gopher tortoise survey on ~100-acres of newly-acquired coastal scrub habitat to assist planning for park expansion and development.

Environmental Assessments and Permitting, FPL – Under ongoing contract, environmental assessments are conducted for various utility projects throughout the state to determine potential impacts to wetlands, wildlife, and other protected resources. Reports are prepared to summarize results and permitting requirements. Project requirements are reviewed with FPL staff, and the necessary permit applications are submitted to the appropriate federal, state, and local authorities.

Cross Bar & Al Bar Ranch Ecosystem Management, Pinellas County, FL – Providing a variety of ecological services under a 5-year ecosystem management contract for a ~12,000-acre property and wellfield, including semi-annual vegetation monitoring of 23 augmentation wetlands per Water Use Permit requirements; land use classification and mapping; and development of management and restoration recommendations for inclusion in the County's new management plan. Also providing assistance with gopher tortoise surveys, mapping of nuisance-exotic vegetation, and hydrology monitoring and reporting.

Scrub Conservation Bank Annual Monitoring – Conduct annual monitoring and reporting at a ~150-acre scrub conservation bank in Highlands County permitted by USFWS and FWC to compensate for impacts to Threatened and Endangered species, many endemic to the Lake Wales Ridge.



William David Gordon

Senior Ecologist

Education:

AS, Zoology, Santa Fe Community College, 1992

AA, Tallahassee Community College, 1987

Years of Experience: 22

Certifications and Training:

- Certified Prescribed Burn Manager
- Master Bird Bander 23160
- FDACS Commercial Applicators License CM22578
- Hydric Soils Training, Florida Association of Environmental Soil Scientists
- FDEP Qualified Stormwater Inspector #5632
- Mine Safety and Health Administration Safety Certification
- Florida Native Plant Society

As Wildlife Ecologist for Quest since 1997, Mr. Gordon is responsible for wildlife and habitat studies, land management and habitat restoration planning, protected species surveys and monitoring, and game and wildlife population studies and management.

David's experience includes: development of field monitoring and wildlife survey methodologies; capture, banding and radio telemetry tracking of a variety of bird species including scrub-jays, burrowing owls, southeastern American kestrel, and crested caracara; management plans for protected reptiles, birds, mammals and game species; wetland mitigation design, construction and oversight; and land management activities including prescribed burning and herbicide application.

Mr. Gordon is a Master Bird Bander, Certified Pesticide Applicator, and Certified Prescribed Burn Manager. He is a recognized expert in Florida scrub-jay behavior. He has conducted experimental scrub-jay translocations for over 10 years and has completed countless surveys and spent thousands of hours monitoring and banding scrub-jays.

Project Experience:

Charlotte County Habitat Conservation Plan (HCP) – Project Ecologist for development of county-wide HCP for Florida scrub-jay. Responsibilities include field surveys to identify and map potential scrub-jay habitat and conduct county-wide scrub-jay surveys; design Reserve System alternatives; assemble data and coordinate population viability analysis (PVA); coordinate with FWC, FWS and the Technical Advisory Team; and prepare for and participate in public workshops.

Multi-Species Habitat Conservation Plan (HCP) Phase I, Highlands County, FL – Project Ecologist for development of county-wide HCP. Included research and data collection in support of determination of species to be covered; field surveys of scrub habitat throughout County and ground truth species occurrence data; develop and implement methods for designing Reserve System alternatives targeting Florida scrub-jay as scrub habitat umbrellas species; coordination with FWC, FWS, Technical Advisory Group and Stakeholder, and participated in public workshops.

City of Cape Coral Habitat Conservation Plan (HCP), Lee County, FL – Project Ecologist for implementation of city-wide multi-species HCP planning grant. Responsibilities include: City-wide surveys to determine

occurrence and distribution of potential plant and wildlife target species; scrub-jay presence/absence surveys; design of habitat restoration and management plans to serve as scrub-jay mitigation; development of burrowing owl management plan; coordinate with FWC, FWS, and Steering Committee; prepare for and participate in public workshops.

Lake County HCP, Lake County, FL - Project Ecologist, assisted with determining species to be covered and developing datasets for the extent and type of habitats present based on land cover and soils.

Picayune Strand Wildlife Surveys, SFWMD, Collier County, FL - Conducted pre-construction surveys and periodic monitoring to determine potential construction-related impact to protected species. CERP project consisted of road removal and filling of ditches and canals within portions of Picayune State Forest. Target species included Florida panther, Florida black bear, Everglades mink, manatee, eastern indigo snake, wood stork, bald eagle, Everglades snail kite, and migratory and wading bird species. Required close coordination with USFWS, SFWMD and Division of Forestry (DOF) staff to ensure compliance with all permit conditions.

Allapattah Flats Restoration Project, SFWMD, Martin County, FL – Conducted protected species surveys, including burrowing owl, gopher tortoise, wading bird rookeries, crested caracara, and listed plants; habitat evaluations, nuisance and exotic species mapping, and restoration design recommendations for 20,000-acre SFWMD/NRCS parcel.

South Pasture Mine Extension Area, CF Industries, Hardee County, FL - Conducted seasonal wildlife surveys over multiple-year period on 7,000 acres to determine presence/absence of listed plant and wildlife species. Surveys and methods targeted Florida mouse, Florida scrub-jay, red-cockaded woodpecker, burrowing owl, Sherman's fox squirrel, gopher tortoise, bald eagle, southeastern American kestrel, and listed wading birds. Included habitat evaluations and mapping, and preparation of report and figures in support of permit amendments.

Bender Tract Habitat Mapping, FDEP, Lake County, FL - Conducted aerial infra-red photo interpretation and field surveys to map upland/wetland boundaries and perform listed species surveys on a proposed 500-acre FDEP conservation easement parcel.

Partin Tract Habitat Mapping, FDEP, Lake County, FL - Conducted aerial infra-red photo interpretation and field surveys to map upland/wetland boundaries and perform listed species surveys on a proposed 350-acre FDEP conservation easement parcel.

Phase IV and V Transmission Line Expansion Project, Florida Gas Transmission, Hillsborough, Polk and Hardee Counties, FL – Wetland jurisdictional determinations and listed species surveys.

Duette Preserve Florida Scrub Jay Management Program, Manatee County, FL – Breeding, territory surveys & population census within 22,000 acres preserve. Annual fledgling census, acclimation and banding; habitat evaluations and oversight of management activities.

Duette Preserve Southeastern American Kestrel Study, Manatee County FL – Trapping, tagging, banding and radio-telemetry tracking of juvenile and adult kestrel to determine mortality rates, breeding success and dispersal; siting and installation of nest boxes.



Amanda Abel Quintero, MS

GIS Analyst/Environmental Scientist

Education:

MS, Interdisciplinary Ecology
Concentration-Urban Planning,
University of Florida 2014

BS, Environmental Science and
Policy, University of South Florida
2012

Years of Experience: 5

Certifications and Training:

- S130/190 Basic Wildland Firefighter
- Vice president of UF's Wildlife Graduate Student Association, 2012-2014
- CPR/AED Certified
- Mining Safety Hazard Assessment Training (MSHA)

Amanda Quintero is an Environmental Scientist/GIS Analyst for Quest Ecology Inc. Amanda graduated with her master's degree from the University of Florida's Interdisciplinary Ecology program with a focus in Urban Planning.

For her Master's research at UF, Amanda studied Florida scrub-jay behavior in the Ocala National Forest. She used survey data and territorial calls of the Florida scrub-jay to determine the extent of responses of the targeted groups. These data were used to create statistical models to determine what habitat characteristics most affected scrub-jay occupancy.

For Quest, Amanda uses ArcGIS software to perform a variety of landscape and impact analyses for transportation, mining and development projects. She conducts GIS research, database development and cartography in support of a variety of studies and deliverables. Amanda also assists with permit compliance, monitoring of wetland mitigation areas on reclaimed mined lands, which involves field data collection and analysis, report preparation, and mapping.

Project Experience:

Bridgewater Mitigation Sites, Polk County, FL – Assisted with vegetation surveys at two wetland mitigation sites. Recorded herbaceous species found within one-meter quadrats along seven transects. Used Wetland Assessment Procedure (WAP) Field Identification Guide to learn how to identify common wetland plant species.

Tippen Bay Wetland and Scrub-jay Mitigation Banks, Desoto County – Created maps of the topography, location within the Peace River Basin, current and future land cover classifications and their acreages, listed species occurrences, owner parcel ID's, surrounding conservation lands, soils, the wetland bank restoration plan, historic prescribed burns, proposed burn return intervals based on ecosystem type, and future burn schedule.

Colt Creek, Mobbly Bayou, Alligator Lake, and Boyd Hill Mitigation Plans, Southwest Florida Water Management District – Created maps of marsh and forested wetland enhancement and restoration areas (with and without cattle), Wetland Assessment Procedure (WAP) monitoring areas, quantitative and qualitative monitoring areas, ditch block locations,

river/stream locations, nuisance exotic species removal areas, mangrove and saltern enhancement areas, tidal creek and mangrove restoration areas, and trails.

Florida Power & Light (FP&L) Environmental Assessments – Conducted environmental assessments of FP&L proposed projects involving pole installations and replacements. Each work location was assessed for land use (FLUCFCS), site conditions/habitat observed, site access, wetlands or waterbodies, protected species, protected trees, protected lands, erosion and sediment control, well field protection areas, contaminated sites, and permits required to complete the proposed project. Visited each work site, conducted database searches, created maps, and wrote reports.

Invasive / Exotic Plant Removal – Used backpack sprayers to apply herbicide to invasive/exotic plants (primarily cogon grass). Created maps of treated areas to monitor the eradication of patches of plants.

US 98/John Singletary Bridge PD&E Study, FDOT District 1 - Searched FDEP and EPA databases for possible sources of contamination for the Contamination Screening Evaluation Report (CSER) section of the PD&E. Calculated acreages of direct and secondary wetland losses for three bridge alternatives for the Wetland Evaluation Report (WER) section. Using the Uniform Mitigation Assessment Method (UMAM), functional losses for each alternative were calculated. Searched FWC, USFWS, and FNAI databases to find documentation of listed species occurrences, species consultation areas, and wood stork core foraging areas for the Endangered Species Biological Assessment (ESBA) section.

Itchepackasassa Creek Bridge Replacement, FDOT District 7– Developed database of property owners and residents to be affected by road closure resulting from bridge replacement. Conducted a historic species database search and created maps of wetland limits, hydrological units, land use, and soils.

Clearlake Road (SR 501) PD&E Study, FDOT District 5 – For the Natural Resource Evaluation Report (NRE) section of the PD&E, mapped surveyed wetlands and surface waters and then calculated acreages of direct and secondary wetland losses associated with each road and retention pond alternative. Used UMAM analyses to calculate functional losses and in turn the price of wetland mitigation for each alternative. Made maps of land use, soils, nearby public lands, and listed species occurrences for the project area. Wrote sections of the report about possible effects of the project on protected species and actions to be taken in order to protect these species, such as implementing the FDOT Standard Construction Precaution for the Eastern Indigo Snake.

Florida Fish and Wildlife Conservation Commission (FWC) Internship – Assisted the FWC Red-cockaded Woodpecker Biologist in the Withlacoochee State Park. Included timber stand improvement, preparing longleaf pines with cavities for prescribed burns, checking the status of cavities before and after the breeding season and invasive species removal (Coral ardisia). Assisted in Southeastern American kestrel monitoring. Included using a “peeper” or ladder to survey the activity of kestrel nest boxes.

Rebecca Barkdoll Ecologist

Education:

BS, Marine Science, Eckerd
College 2008

Years of Experience: 11

Certifications and Training:

- Authorized Gopher Tortoise Agent (GTA-16-00077B)
- Tampa Bay Association of Environmental Professionals
- GIS Applications for Natural Resource Management, University of Florida
- Mining Safety Hazard Assessment Training (MSHA) Annually
- FDEP Qualified Stormwater Management Inspector
- SWFWMD Wetland Assessment Procedure
- Florida Association of Environmental Soil Scientists

Rebecca Barkdoll is an ecologist, GIS analyst, and project manager with experience in both estuarine and terrestrial environments. Rebecca's estuarine experience includes benthic resource surveys (seagrasses, oysters, corals), marine invertebrate inventories, and profiling of estuarine environments using salinity, light, temperature, water sampling and sediment sampling. Her terrestrial experience includes delineation, evaluation, and permitting of wetlands, permit compliance monitoring and reporting for wetland mitigation areas, design and oversight of supplemental planting plans for wetland enhancement or creation areas, wildlife surveys and monitoring, surveying and mapping nuisance and exotic plant species, and soil moisture surveys.

Rebecca is an FWC Authorized Gopher Tortoise Agent with experience conducting gopher tortoise surveys, obtaining FWC permits, and carrying out burrow excavations and relocations of tortoises and their commensal species. Rebecca has conducted nest and territory surveys as well as census of Florida scrub-jay groups in Duette Preserve and Moody Branch Preserve. She has acclimated juvenile Florida scrub-jays in preparation for trapping and banding. Rebecca has performed burrowing owl surveys at sites in Hillsborough, Manatee, and Polk County. She has performed daily feedings and observations of translocated burrowing owls during the acclimation period and continued monitoring after release. She has scoped and maintained artificial burrow systems at the recipient site. Additional wildlife experience includes bald eagle monitoring, Sherman live-trapping surveys for Florida mouse in reclaimed upland habitats, southeastern American kestrel nest surveys, eastern indigo snake surveys, nighttime anuran listening surveys, and nighttime surveys of white-tailed deer.

As a GIS analyst, Rebecca incorporates data from both databases and field assessments to create maps and figures for a wide variety of projects and proposals. She has completed database searches and analyses in support of Contamination Screening Evaluation Reports for the FDOT.

Project Experience:

Observation Based Vegetation Management, Hernando County and Lee County, FWC -Conducted field vegetation assessments in accordance with Florida Fish and Wildlife Conservation Commission protocols at various state-owned wildlife management units. Navigation to sampling sites was accomplished via GPS and all vegetation/habitat data were recorded on field computers. Collected percent vegetation cover, dominant species, abundance of invasive/exotic species, strata height, and tree size classes

for four different habitat types. Project data were downloaded nightly to the team.

Environmental Assessment, Power Pole Work, Manatee, Sarasota, Charlotte, Lee, and Okeechobee Counties, Florida Power and Light – Field surveys of existing and proposed power pole locations prior to maintenance and/or installation. Determine whether each location is within or adjacent to a wetland and other environmental considerations. Check poles for cavities that may house listed or protected bird species. Analyze field data and help create reports, including data tables and photos.

Benthic Survey, Manatee, Sarasota, Collier, Miami-Dade Counties, Florida Power and Light – In-water surveys of rivers, bays, and shoreline to assess presence, condition, and quantity of benthic resources along an underwater cable. Surveys involve wading and snorkeling, use of Braun-Blanquet method to quantify seagrasses present, data collection, report preparation, and creating maps depicting transect location, bathymetry, and resources observed.

Southeastern American Kestrel Surveys and Nest Cavity Relocation Planning, Hillsborough, Polk, Manatee, & Hardee Counties, Duette Preserve – Monitored the relocated power poles and adjacent potential nest sites on a during the 2013 nesting season, noting occurrences of kestrels or potential nest cavities.

Wetland Restoration Monitoring of FDOT Mitigation Sites, SWFWMD – Project manager and ecologist responsible for design and implementation of quantitative and qualitative wetland and upland mitigation monitoring and habitat assessments resulting in permit required scientific reports provided to the Army Corps of Engineers. Also provide GIS analysis and mapping. Sites include Anclote Parcel, Alligator Lake Management Area, Bahia Beach, Boyd Hill Nature Preserve, Brooker Creek Buffer Preserve, Cockroach Bay Freshwater, Cockroach Bay Saltwater, Colt Creek State Park, Fussell Tract, Lake Thonotosassa Shoreline Restoration, Little Manatee River Lower Tract, and Mobbly Bayou, and are in Hillsborough, Manatee, Pasco, Pinellas, and Polk Counties.

Anuran Survey: Headwaters Drawdown Analysis, Manatee County – As part of Headwaters Drawdown Analysis, nighttime listening survey of anuran species in wetlands possibly affected by adjacent monitoring activities. Survey data demonstrates variety of species and density based on calls.

Sandhill Crane Nest Survey: Headwaters Drawdown Analysis, Manatee County – As part of Headwaters Drawdown Analysis, annual helicopter survey of Headwaters Preserve wetlands for sandhill crane nests. Created maps of active and inactive nests, updated annually.

Duette Preserve White-tailed Deer Survey, Manatee County – Nighttime white-tailed deer surveys at Duette Preserve to assist determining sex and age ratios for use in harvest recommendations.

Carcass Persistence Study, Desoto Solar, DeSoto County, Florida Power & Light Company – Conduct seasonal carcass persistence studies, as part of a multifaceted avian mortality analysis, throughout a 160-acre photovoltaic solar collection facility to determine the impact solar energy has on Florida wildlife. Place study carcasses on site & document each carcass condition twice weekly to determine decomposition rate.

GIS Analysis: CR 582, Bridge over Itchepackesassa Creek, Hillsborough and Polk Counties – Created maps delineating wetlands based on field review. Analyzed project area based on soils database and National Wetland Inventory.



Zachery Holmes Avian Ecologist

Education:

BS, Wildlife Ecology and Conservation, University of Florida

AA, Zoology, Santa Fe Community College

Years of Experience: 2

Certifications and Training:

- Mining Safety Hazard Assessment Training (MSHA) 2019

Zachery has a degree in Wildlife Ecology and Conservation with a minor in Environmental Horticulture. Zachery primarily has experience working with avian and general wildlife related projects in the field and in the lab. Prior to working for Quest, he has gained experience surveying for a variety of wildlife including Florida Scrub Jays (3 years), Red Cockaded Woodpeckers, Bachmann's Sparrows, Gopher Tortoises, Shorebirds, Raptors, and White-tailed Deer. Zach also has more hands-on field work experience with banding, bleeding and handling a variety of avifauna (Passerines, Florida Scrub Jays, Red-Cockaded Woodpeckers, Northern Bobwhite Quail), Sherman Box trapping rodents, pit tagging venomous and nonvenomous snakes, and marking alligators.

Zachery has also worked on several projects that require upland and wetland plant identification and has been previously employed to teach others these skills through the University of Florida. These projects also included identification and eradication of nuisance exotics through herbicide application or manual removal.

Project Experience:

Florida Scrub Jay Population Viability Analysis for county wide HCP, Charlotte County – Acquire all pertinent demographic information and characteristics necessary to reconduct a population viability analysis for Charlotte County's county wide Habitat Conservation Plan regarding the endangered Florida Scrub Jay. Model selection, model running, interpretation and coordination with all included parties is necessary to understand the impacts and extinction risks for this species throughout the county.

Florida Scrub Jay Monitoring at Cross Bar and Al Bar Ranch, Pinellas County – Field surveys of endangered Florida Scrub Jay family groups within the Florida Scrub Jay Management Area on Al Bar Ranch. Additional observations were made of individuals entering baited dummy traps for a future banding effort.

Corkscrew Mitigation Bank Monitoring, Stantec and FDOT District 1, Lee County – Assisted in vegetation compliance surveys on Corkscrew Mitigation Bank. Vegetation surveys consisted of plant identification, coverage estimates, and canopy measurements.

Wetland Restoration Monitoring, MOSAIC Fertilizer, LLC - Quantitative wetland monitoring of reclaimed areas. Monitoring consisted of assessing

plant species composition, identification of nuisance and exotic species, observation of hydrologic conditions, estimating tree density and percent canopy cover, and identification of all present wildlife species. Provide photo documentation, process data and report findings.

Crosstown Parkway Extension Temporary Impact Restoration, Archer Western Contractors, LLC - Assisted with the implementation of the restoration plan for temporary impacted wetlands adjacent to the North Fork of the St. Lucie River through removal of exotic and nuisance species via herbicide application and manual removal. Requires plant identification, photo documentation, and post-application assessment.

Florida Scrub Jay Translocation Project, Florida Fish and Wildlife Conservation Commission - Field surveys of Florida Scrub Jay Populations of donor and recipient sites out of Ocala National Forest and Seminole State Forest. Trapping, banding, monitoring, tracking, nest searching, and interpreting avian behavior of all focal individuals. Re-sighting surveys of all translocated individuals, and now vacant donor sites.

Environmental Assessments, Utility Pole Construction Work, Florida Power and Light – Field surveys are conducted for utility projects throughout the state to determine potential impacts on protected resources such as wetlands, endangered wildlife species, and protected trees. Analyze field data and summarize findings to report to client and assist in recommendations of required permits per scope of work.

Weston Lake Inspections, City of Weston, Metric Engineering - Monthly qualitative assessments of lakes around residential neighborhoods identifying nuisance and exotic species. Photo documentation, mapping, and reports provided for up to date management recommendations.

Bachman's Sparrow and Northern Bobwhite Predator/Prey Analysis Study, Tall Timbers Research Station - Observing, catching, banding, and re-sighting male Bachman's Sparrows as a survival analyses study. Nest searching for Bachman's Sparrows and installing surveillance cameras on both Bachman's Sparrows and Northern Bobwhite Quail nests. Performing nest predator analysis through the installation of trail cameras, surveillance video footage, and performing hawk and owl surveys.

Duette Preserve Florida Scrub Jay Surveys, Manatee County - Conduct surveys of the endangered Florida scrub jay on site to determine total population size, persistence of individuals, reproduction success, and reactions to ongoing management techniques. Each individual bird as a unique sequence of color bands, surveys consists of tracking and identifying each unique sequence and current location.

Hardwood Reduction Oversight at Cross Bar and Al Bar Ranch, Pinellas County – Conduct weekly oversight monitoring of the hardwood reduction crew during restoration efforts of the Florida Scrub Jay Management Area on Al Bar Ranch. Ensure impacts of all wildlife is avoided, ensure all hardwood trees are reduce below the ten-foot maximum as part of the ecosystem management plan. Restoration efforts were conducted to increase viable habitat for the endangered Florida scrub jay.

Craig Diamond

Regional Manager, Economics



Mr. Diamond has more than 35 **years' experience and expertise in the areas of local and state governmental policy; environmental resource economics; environmental, transportation and land use planning; and conservation volunteer engagement.** He is an experienced project manager and an academician, both as research faculty and as instructor of undergraduate and graduate classes in environmental science, environmental planning and ecological economics. He has been admitted by the Florida Division of Administrative Hearings as an expert witness in the following areas: environmental planning, comprehensive planning, wetlands science, water resources planning, and water resources science.

As special projects manager for Tallahassee and Leon County, he oversaw transportation planning, urban design and redevelopment, and environmental planning. This work included all aspects of brownfield redevelopment, land acquisition and design for stormwater facilities, bike-ped network implementation, and surface water quality monitoring programs. As Chief of State Planning at DCA he worked with local governments statewide on an array of issues including infrastructure planning in areas of critical state concern, development in the coastal high hazard area, community resiliency, water supply planning, springs protection, and power plant siting, military base compatibility, and the procedures to update local comprehensive plans.

Relevant Project Experience:

Environmental Economics

Deltona Habitat Conservation Plan / Scrub Jay MOU (Subcontractor to Miller-Legg) – Used GIS, property values and sales information, and habitat acquisition and restoration costs prepared by the SJRWMD, to develop a fee schedule for commercial properties that achieved the mitigation ratios and funding adequacy thresholds specified by the USFWS. The assessment included verification of habitat restoration, management and monitoring costs for mitigation sites, an analysis of patterns of growth in residential and non-residential uses to determine the market absorption rate of impacted properties. Calculated benefits for the City associated with avoided survey costs, reductions in inflation and lost ad valorem linked to (otherwise) delayed development, and the regional economic impact associated with the projected development

Economic Impacts Assessment of the Imperiled Species Management Plan for the Florida Sandhill Crane and the Wood Stork, FFWCC – Assessed the costs of compliance with proposed guidelines that included survey protocols, conservation protocols, and property management measures such as avoidance measures, Forestry and Agricultural Best Management Practices (BMPs), minimization options, and aversive conditioning. Used GIS, FWC habitat data and parcel level information to determine which properties, statewide, would be subject to the guidelines. Areas of projected urban growth (and conversion of land use) were evaluated for prospective impacts and needs for permitting

Economic Impacts of Recreation, Florida Department of Environmental Protection – Developed surveys and supported econometric modeling of outdoor recreation practices among visitors and residents and accordant spending. Estimated direct, indirect and induced economic impacts from outdoor recreation for each of 67 counties.

Years Experience
35

Education

∞ University of Florida
Master of Science Environmental
Engineering Sciences, 1984

∞ Union College, New York
Bachelor of Science, Mathematics, 1976

Professional Affiliations

∞ Research Fellow at the Florida Institute of
Government at Florida State University,
Tallahassee, Florida

∞ Florida Natural Resources Leadership
Institute Alumni Association: Board
Member (2011 – 2018)

∞ Florida Lake Management Society,
Northwest Chapter:
Vice President (1999 - 2001)

∞ Florida Association of Environmental
Professionals, Northwest Chapter:
• Treasurer (1995 – 1999)
• Vice President (2003 – 2004)

Lachlan Valley Water Security Cost Benefit Analysis, Water NSW, Australia – Assembled data for a Cost-Benefit study of water security options for the Lachlan Valley, including assessment of environmental costs for new dam construction, reconfiguration of existing water resource infrastructure and demand management approaches.

Cost-Benefit Analysis of Coastal Management Options for Lake Cathie, Office of Environment and Heritage (Australia) – Conducted most of the research relating to the environmental and community economics elements of the study and managed the assessment of economic impacts to specific properties affected by coastal management options and various scenarios / probabilities of risk. Developed location-specific estimates of non-market benefits.

Cost-Benefit Analysis of Options to Protect Old Bar from Coastal Erosion, Office of Environment and Heritage (Australia) – Conducted most of the research relating to the environmental and community economics elements of the study and managed the assessment of economic impacts to specific properties affected by coastal management options and various scenarios of risk. Developed location-specific estimates of non-market benefits.

Predictive Economic Impact, Webster Trail (Sub to Hoke Design) – Estimated employment, income, and spending impacts of two alternative alignments of the Coast-to-Coast Connector Trail to support the City's grant from FDEO. The two alignments generate varied user trips and local revenues and due to proximity to different population centers and spending opportunities in each corridor.

Economic Value of Water Quality and Ecosystems Services in the St Johns River, University of North Florida – Estimated the effects of water proximity and quality on property sales values for properties on or near the St Johns River, as revealed through property values. Used GIS to build a dataset for regression analysis using a hedonic model to quantify proximity effects of the river on property values.

Fish Passage Benefit-Cost Analysis, State Water Corporation – Researched the environmental economics components of the study, including probabilities of effectiveness, willingness to pay for fishway benefits, and avoided costs for fish stocking and management. Developed location and project-specific estimates of non-market benefits.

Cost-Benefit Analysis Tool, Sydney Catchment Authority – Contributed to the layout and data development (based on industry research, literature review, and past project results) for a cost-benefit analysis tool and protocol to assess proposed storm water and sewer projects under the Priority Pollutants Infrastructure Grants Program.

Economic Impact Statement, Sea Turtle Protection Rule, Florida Department of Natural Resources – Per the requirements of Chapter 120, F.S., estimated the costs to the private sector, local government and regulatory agencies for compliance with proposed (model) guidelines for coastal lighting to reduce impacts on sea turtle nesting. (FAU-FIU Joint Center)

Economic Impact Statement, Coastal Construction Control Line (CCCL) Rule (Broward County), Florida Department of Natural Resources – Per the requirements of Chapter 120, F.S., estimated the costs to the private sector, local government and regulatory agencies for compliance with proposed relocation of the CCCL and all applicable building standards for flood, wave action, and wind. (FAU-FIU Joint Center)

Economic Impact Statement, Manatee Protection Rule (Broward County), Florida Department of Natural Resources – Per the requirements of Chapter 120, F.S., estimated the costs to the private sector, local government and regulatory agencies for compliance with proposed speed zones and signage requirements to reduce impacts on manatee populations and migratory behavior. (FAU-FIU Joint Center)

Valerie Seidel

President, Principal Economist



Valerie Seidel is President and Principal Economist of The Balmoral Group. Her economics experience has focused on infrastructure and natural resource valuation, GIS/statistical models of resource allocation and optimization, and cost-benefit analysis. She has completed projects researching economic impacts of development and environmental policies, economic values for species preservation, and application of econometric methods. Prior to her focus on economic study, Ms. Seidel's work experience included contract management, marketing, sales, technology and operations. She has proven ability to manage detailed and sensitive projects successfully, participate in public forums to address concerns of stakeholders, and generate innovative solutions to complex issues.

Related Experience:

Economic Impact of Recreation Study, Florida Department of Environmental Protection – Surveys and econometric modeling of outdoor recreation practices among visitors and residents and accordant spending. Estimated direct, indirect and induced economic impacts from outdoor recreation for each of 67 counties.

Coastal Erosion Cost-Benefit Analysis, Lake Cathie, NSW (AU) - Project Manager. Balmoral Group Australia estimated economic costs and benefits of rock revetment, beach nourishment and managed retreat options facing this coastal town experiencing extreme coastal erosion. Using spatial techniques in GIS, results of engineering analysis and literature-based values for costs and amenities ranging from sand maintenance to beach visitor values, CBA analysis was completed for 10 options. In accordance with Treasury rules, sensitivity analysis was conducted using three different discount rates for two time periods (20 and 50 years). Impacts included economic activity, quality of life, natural resources and public infrastructure.

Coastal Resiliency Cost-Benefit Analysis, Old Bar, NSW (AU) - Project Manager. Potential strategies to manage the effects of coastal erosion range widely from property easements to “hard” engineering solutions. Balmoral Group Australia estimated economic costs and benefits using spatial techniques in GIS. Assessed the impacts of alternative strategies on economic activity, quality of life, natural resources and public infrastructure over a variety of scenarios and under varying sensitivity measures. The resultant report was described as “a landmark report” in providing Government with policy guidance and can be found at <http://www.environment.nsw.gov.au/resources/coasts/OldBarCBA.pdf>

Coastal Resiliency Management Alternatives, Cost-Benefit Analysis, Florida Department of Economic Opportunity – Project Manager. Evaluated the costs and benefits of alternative adaptation strategies for coastal resiliency. The project used economic principles to develop pilot policies for managing and mitigating issues related to coastal resiliency that are suitable for Martin and Okaloosa Counties' comprehensive plans. Parcel-level analysis estimates the change in relative benefits from different policy alternatives over time, and calculates the value of incentives necessary to successfully implement specific policies. Factors included in the analysis range from property values, to impacts on public infrastructure and natural resources. Funded by NOAA, the final deliverable is intended to be a template transferrable to all coastal Florida counties.

SJRWMD – Economic Value of Water Quality and Ecosystems Services in the St Johns River, University of North Florida – Project Manager. Estimated the effects of water quality on property sales values for properties on or near the St Johns River, as revealed through property values. GIS was used to build a dataset for regression analysis using a hedonic model to quantify proximity effects of the river on property values in four counties (Putnam, Clay, St. Johns, and Duval). The statistical model considered physical property

Years Experience
32

Education

↻ University of Sydney, Australia
Master of Commerce in Economics

↻ University of Central Florida
Post-graduate studies:

Environmental Economics

↻ University of Tampa,
Bachelor of Science Accounting,
Economics

Professional Affiliations

↻ Leadership Florida Class XXXI

↻ American Applied Economics Association

↻ Chair, Children's Home Society of Florida

factors, location, and FDEP data reflecting water quality status throughout a ten-year period and tied to specific river segments. Waterfront properties with the highest water quality measures enjoyed an increased value premium of close to 24%, while properties with the lowest water quality measures saw this premium reduced to only 6% of sales price over properties without river frontage; implying a potential increase of nearly $\frac{3}{4}$ of a billion dollars in value if all properties saw the higher water quality.

Statement of Estimated Regulatory Costs, NFWFMD – Project Manager. Prepared a SERC, consistent with state law, for proposed revisions to the water use permitting rules of the NFWFMD that encompass the changes directed by the Consumptive Use Permitting Consistency initiative (CUPCon). The study included a detailed assessment of all existing permits, those that would change to general permits because of new thresholds, and those that would expire and become subject to new data requirements for renewal. As required, the SERC examined costs to the District, costs to other governmental agencies, costs to small business and small communities, and transactional costs for all parties subject to permitting. Each of 31 rule modifications was assessed in isolation for its effects, and the totals were aggregated to yield the overall impact of the proposed rule.

Scrub Jay Habitat Conservation Plan, City of Deltona – Project Manager. This project compiled extensive background information and data, including historical cost data available from existing natural lands management contracts, to evaluate feasibility of a regulatory Memorandum of Understanding under the Threatened & Endangered Species Act. Capital costs, operation and maintenance costs, habitat restoration and enhancement costs, monitoring and adaptive management costs, and administration costs were estimate; GIS analysis of local parcel data was used to calculate adequacy of funding mechanisms and scenarios across several land use and industry mixes. Mapped scrub jay habitat in GIS to show location to high density land uses.

Development of a Coordinated Watershed Approach for Linking Compensatory Mitigation and Tampa Bay Habitat Restoration Goal, Tampa Bay Estuary Program –Project Manager for Economic component of this EPA-funded project, which combined biological, hydrologic and economic models to establish a fifty-year plan for wetland mitigation and restoration sites. Employed economic modelling to iteratively forecast land use changes, based on future land values and ecological values, and to determine appropriate targets and locations for sustainable mitigation. Partners from private industry, mitigation banks, government agencies and regulators were engaged to link federal, state and local wetland regulatory requirements to the long-term plan via formal agreement.

Econometric Forecasting to Support Models of Ecological Impacts, UCF – An econometric model was developed to predict individual landowner decisions for the Wekiva River Basin area, a rural section, using 18 variables reflecting property values, projected roadway paths and GIS data. The forecast land use maps forecast with 91% accuracy which 730+ of 1500+ parcels would convert from rural to developed land use over a five year period. Using the results to forecast future activity, projected development was overlaid with known biological diversity hotspots, priority wetlands and most effective recharge areas to identify sources of conflict. Outcomes allow for mitigation of fragmented habitat, management of development in environmentally sensitive areas and increased efficiency in transportation design. Presented at World Environmental and Water Resources Congress, May 2007.

Valuation of Wetland Ecosystem Services, U.S. EPA. – Researcher. This project developed an economic model using GIS data on land use and 190,000 parcels to estimate economic values of wetlands in Florida. Compiling extensive databases of GIS data including historical parcel ownership data, land use, aquifer recharge, wildlife habitat corridors, and water quality, this project included preparing wetland maps of 120 sites throughout three Central Florida counties based on wetland type, condition, size and proximity to selected economic factors, for reference by researchers and the public. The information was used to develop a computer-based survey to measure public perceptions of value using choice-set modelling. The study was funded by an EPA STAR Grant.

Valuation of Open Space and Conservation Lands, UCF Center for Metropolitan Studies – Researcher. The objectives of this study included developing an estimate of the values of open space which are permanently set aside for conservation, and estimating the demand for conservation or park lands that are not in proximity to residential property. This project developed an economic model using GIS data on wetlands, parks, lakes and other “open space amenities” to estimate economic values of conservation land in Florida. The study generated an economic pricing estimate using historical data on 80,000+ parcel sales over ten years and GIS data to identify amenities which impact housing values, including economic, demographic, cultural, and natural amenities.

Selected Publications & Invited Conference Presentations:

Seidel, V., H. Richards, O. Beitsch. "Coastal Real Estate: Value vs. Risk in the wake of Sea Level Rise". *Journal of Real Estate Issues. Counselors of Real Estate: Chicago IL. October 2013.*

Rains, M., S. Landry, V. Seidel and T. Crisman. 2012. *Prioritizing Habitat Restoration Goals in the Tampa Bay Watershed. Technical Publication #10-12 of the Tampa Bay Estuary Program, St. Petersburg, FL. 74 pp.*

Invited Presentation, "Sustainable Water Resources at the Local Level: Valuing Ecosystem Services", Seidel, Valerie, NALMS Southeastern Lakes and Watershed Management 22nd Annual Conference and the Florida Lake Management Society's 24th Annual Technical Symposium, Daytona Beach, Florida.

Using econometric forecasting of individual landowner decisions to identify parcels for ecosystem restoration, land preservation or transportation design, with Mark Schneider and Paul Yacobellis, in Proceedings of the 2007 World Environmental and Water Resources Congress: Restoring our Natural Habitat, Tampa, edited by Karen C. Kabbes (American Society of Civil Engineers, Reston VA, 2007).



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Beach Habitat Conservation Plan and Incidental Take Permit

Tammi Bach [tbach@fbfl.org]

You forwarded this message on 11/5/2019 7:06 AM.

Sent: Monday, November 04, 2019 2:24 PM

To: Commissioners [Commissioners@CITYOFFERNANDINABEACH.onmicrosoft.com]

Cc: erin_gawera@fws.gov; Annie_Dziergowski@fws.gov; Dale Martin; Caroline Best; Katie Newton; 'Mike Mullin (mmullin@nassaucountyfl.com)'; 'Gil Langley' [glangley@ameliaisland.com]

DO NOT REPLY ALL TO THIS EMAIL.

This morning, Vice Mayor Kreger, Kelly Gibson, Katie Newton, Lorelei Jacobs County Manager Mike Mullin, Taco Pope, Adrienne Burke and 2 representatives from US Fish & Wildlife met to discuss the City and County collaborating to create a Beach Habitat Conservation Plan in order to apply for an Incidental Take Permit.

I asked the question, "are the City and County violating the Endangered Species Act by allowing driving on beaches for beach cleaning and parking (not law enforcement)?" The answer from US Fish & Wildlife Reps was "Yes". Therefore, it is my opinion that the City must not hesitate to move forward with a joint Request for Proposal with Nassau County for a consultant that can develop a Beach Habitat Conservation Plan that is required for an Incidental Take Permit from US Fish & Wildlife.

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466
tbach@fbfl.org



*If this email is related to the Board, Committee or Commission that you serve on, please **DO NOT REPLY TO ALL**.*

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-50
Eminent Domain Authorization - North Front Street

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-50

SYNOPSIS: This Resolution authorizes the City to proceed with an eminent domain action in court to acquire the vacant parcel located on Front Street and the Amelia River currently owned by the O'Steen Company and the Simmons family.

The property owners were offered \$850,000 by the City, but did not accept the offer or make a counter offer. The public purpose for proceeding with eminent domain is design and construction of a waterfront park, much needed shoreline stabilization and resiliency and improvements to Front Street and Alachua Street with FDOT.

Special counsel, Jacobs, Scholz & Wyler has attempted to negotiate a purchase price with the property owners to no avail. The City has paid Jacobs, Scholz and Wyler a flat fee of \$18,000 to prosecute this eminent domain action on behalf of the City.

FISCAL IMPACT: Funds are available in the Capital Expansion Fund, Land account, 3107200 56100, in the FY 2019/2020 Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-50.

Tammi E. Bach, City Attorney 3/16/2020

Dale L. Martin, City Manager 3/26/2020

Pauline Testagrose, Comptroller 3/30/2020

Katie A. Newton

Date: March 16, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY AND SPECIAL COUNSEL JACOBS, SCHOLZ & WYLER TO PROCEED WITH EMINENT DOMAIN PROCEEDINGS PURSUANT TO §73.021, FLORIDA STATUTES, TO ACQUIRE THE LAND FOR THE NECESSARY DEVELOPMENT OF A PUBLIC PARK, PLAYGROUND, OR RECREATIONAL FACILITY, RESILIENCY OF THE WATERFRONT OF THE AMELIA RIVER, AND THE JOINT VENTURE BETWEEN THE CITY OF FERNANDINA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE IMPROVEMENT OF FRONT STREET AND ALACHUA STREET; AND PROVIDING AN EFFECTIVE DATE.

(Applicable to Nassau County, Florida Parcel ID #00-00-31-1760-0001-0020)

WHEREAS, Section 31 of the City Charter requires that the City Commission, by Resolution, to authorize the City Attorney to prosecute an eminent domain proceeding pursuant to §73.021, Florida Statutes; and

WHEREAS, in 2018 and 2019, the City Commission of the City of Fernandina Beach, Florida, held several public meetings where they determined a need for recreational park facilities in Fernandina Beach, Nassau County, Florida, actions in the interest of resiliency of the waterfront of the Amelia River and road improvement and maintenance of Front Street and Alachua Street; and

WHEREAS, the City of Fernandina Beach, Florida, has the authority to acquire property, by either purchase or eminent domain proceedings, to serve the use as recreational park facilities and other public purposes under Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the City of Fernandina Beach, Florida, proposes to acquire the vacant riverfront property located on North Front Street with the Parcel Number 00-00-31-1760-0001-0020 (the "Property"); and

WHEREAS, the Property consists of approximately 0.88 acres (38,333 square feet) of vacant riverfront property in the City of Fernandina Beach; and

WHEREAS, the City of Fernandina Beach, Florida, retained the services of Ennis Appraisal Associates, Inc. who issued an appraisal report as of May 26, 2018, regarding the Property and concluded that the fair market value of the Property is \$800,000; and

WHEREAS, the City of Fernandina Beach, Florida, retained the services of Colliers International, Valuation and Advisory Services who issued an appraisal report as of April 12, 2019, regarding the Property and concluded that the fair market value of the Property is \$830,000; and

WHEREAS, the fee simple title to the Property is currently vested in the names of O'Steen Company, LLP and Richard and Pamela Simmons; and

WHEREAS, the City of Fernandina Beach, Florida, sent a bona fide offer letter to the fee simple title owners to the Property offering to purchase the Property for the sum of \$850,000; and

WHEREAS, the City of Fernandina Beach, Florida, and the fee simple title owners could not reach an agreement regarding the purchase of the Property; and

WHEREAS, the public interest, convenience, and necessity require the acquisition of the Property for use as recreational park facilities, resiliency of the waterfront of the Amelia River, and the joint venture between the City of Fernandina Beach and Florida Department of Transportation to improve Front Street and Alachua Street ("Projects"); and

WHEREAS, the proposed projects are planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury; and

WHEREAS, the Property is necessary for the proposed Projects, and without the acquisition of the Property, the City of Fernandina Beach, Florida, would not be able to proceed with the proposed Projects; and

WHEREAS, the City of Fernandina Beach, Florida, has complied with all conditions precedent and statutory requirements necessary to exercise the power of eminent domain to acquire the Property.

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

SECTION 1. The City Commission hereby authorizes the City Attorney and special counsel, Jacobs, Scholz & Wyler to acquire the Property in the City's name in accordance with the provisions of the laws of the State of Florida governing eminent domain proceedings.

SECTION 2. The City Commission acknowledges the need to acquire the Property for the public purpose of recreational park facilities, resiliency of the waterfront of the Amelia River, and the joint venture between the City of Fernandina Beach and the Florida Department of Transportation to improve Front Street and Alachua Street.

SECTION 3. The firm of Jacobs Scholz & Wyler, LLC, under the direction of the City Attorney, is authorized and directed to prepare, institute and prosecute in the name of the City such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property, including the filing of an application for an Order of Possession prior to final judgment.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of April, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-51
Sole Source Vendor Approval - Northeast Florida Regional Council

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-51

SYNOPSIS: Section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$25,000 per year; any purchases that exceed \$20,000 require approval by the City Commission.

Fees relating to the legislative amendments required as part of the Evaluation and Appraisal Report may exceed \$20,000 during Fiscal Year 2019/2020; however total expenses may not exceed a maximum of \$25,000. Therefore, staff requests City Commission approval of Northeast Florida Regional Council (NEFRC) as a sole source vendor to draft legislative required Comprehensive Plan amendments in an amount not to exceed \$25,000.

Due to the urgent need for these services and the unfortunate postponement of a City Commission meeting, City Manager Martin has approved Northeast Florida Regional Council as a sole source vendor and directed staff to proceed with engaging NEFRC for the necessary amendments. A copy of the executed Sole Source Form is attached.

FISCAL IMPACT: Funds are available in Planning and Conservation Professional Services account, 0011500 53100, in an amount not to exceed \$25,000 for mandatory legislative updates to the City's Comprehensive Plan.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-51.

Dale L. Martin, City Manager	3/26/2020
Pauline Testagrose, Comptroller	3/30/2020
Tammi E. Bach, City Attorney	3/31/2020

Handwritten signature of Kelly Gibson, AICP, in black ink.

Date: February 06, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING NORTHEAST FLORIDA REGIONAL COUNCIL 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 that accumulated purchases for a sole source vendor may not exceed \$25,000 per year; and

WHEREAS, any purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, fees relating to the legislative amendments required as part of the Evaluation and Appraisal Report may exceed \$20,000 during Fiscal Year 2019/2020; however total expenses may not exceed a maximum of \$25,000; and

WHEREAS, funds are budgeted and available in Planning and Conservation Professional Services account, 001500 53100.

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

SECTION 1. The City Commission hereby approves Northeast Florida Regional Council as a sole source vendor for the drafting of Comprehensive Plan Amendments to fulfill legislative obligations in an amount not to exceed \$25,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to these legislative policy changes in the City's Comprehensive Plan, upon review and approval of the City Attorney.

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

ADOPTED this 7th day of April, 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
Sole Source / Modified Sole Source
Emergency Procurement**

Department: Planning & Conservation
Director: K. Gibson
Date: 2/14/2020

Effective Date: 4/7/2020

Estimated Cost: 25,000

Account Coding
Account No.: 0011500 53100
Account Title: PROFESSIONAL SERV

Is the Item Budgeted? Y N NO

Proposed Vendor	
Name:	North East Florida Regional Council
Address:	
Phone No.: 904 279 0880 X161	
email:	mmoehring@nefrc.org



3/24/20

City Manager Approval Date
as per Code Sections 2-432 & 2-433

Sole source vendor approval is scheduled to be presented to the City Commission on April 7, 2020.

Briefly describe the purchase or service:

Completion of mandatory legislative policies for Water Supply Planning, Seasonal Population, and Peril of Flood.

Is there an urgent need or an emergency preventing competitive methods?

If yes, please explain: Timing associated with completion of legislative updates.

Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source?

If yes, please explain:

Has department ever purchased these same goods or services from this vendor?

If yes, what purchasing procedures were followed?

Yes, the City used sole source purchasing for staff support to complete the EAR document in 2019.

If for services, was an effort made to use existing City employees to perform services?

If not, why not?

Yes, insufficient staffing available to fulfill legislative requirements by September 2020.

JUSTIFICATION

Please explain why the City should acquire the goods or services through a non-competitive request rather than through the competitive process as outlined in the City's purchasing policies and procedures.

The NEFRC has completed Nassau County ordinances and other similiary position communities within the region to meet legislative requirements. The Council recently finalized the City's EAR report. This effort will serve as a followup action to complete necessary state mandates.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-52
Budget Amendments - Building

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-52

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

Funds were not budgeted for parts and fuel for newly purchased vehicles, new office workstations, carpet, paint and associated wiring for workstations in the Building Department.

Additional funds for vehicle parts, labor, and fuel are related to the new vehicle which was ordered in October 2019, along with the tool boxes for three additional vehicles approved and purchased via Resolution 2020-14.

New office workstations will provide the Building Department with workstations efficiently set up for working in a paperless/electronic permitting office, and provide additional room for three new staff members.

The transfer also includes funds for paint, new carpet, and electrical wiring for work stations.

Staff recommends a budget transfer in the amount of \$88,715 from Building Reserve account, 140 59990, to: Building Vehicles - Parts account, 140 54640 (\$7,650); Building Gas/Oil account, 140 55230 (\$500); Building R/M Vehicles – Labor account, 140 54630 (\$1,200); Building Operating Supplies account, 140 55200 (\$62,000); Building R/M Buildings account, 140 54610 (\$17,365).

FISCAL IMPACT: Funds are available for these transfers.

CITY ATTORNEY COMMENTS: No additional comments.

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

Dale L. Martin, City Manager 3/26/2020

Pauline Testagrose, Comptroller 3/30/2020

Tammi E. Bach, City Attorney 3/31/2020

A handwritten signature in black ink, appearing to read "Stephen Beckman", is written over a horizontal line.

Date: March 11, 2020

Submitted By: Stephen Beckman, Building Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, funds were not budgeted for parts and fuel for newly purchased vehicles, new office workstations, carpet, paint and associated wiring for workstations in the Building Department; and

WHEREAS, staff recommends a budget transfer in the amount of \$88,715 from Building Reserve account, 140 59990, to the: Building Vehicles - Parts account, 140 54640 (\$7,650); Building Gas/Oil account, 140 55230 (\$500); Building R/M Vehicles – Labor account, 140 54630 (\$1,200); Building Operating Supplies account, 140 55200 (\$62,000); and Building R/M Buildings account, 140 54610 (\$17,365).

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 \$88,715 from Building Reserve account, 140 59990, to the: Building Vehicles - Parts account, 140 54640 (\$7,650); Building Gas/Oil account, 140 55230 (\$500); Building R/M Vehicles – Labor account, 140 54630 (\$1,200); Building Operating Supplies account, 140 55200 (\$62,000); and Building R/M Buildings account, 140 54610 (\$17,365).

SECTION 2. 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 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 7th day of April, 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 2020-53
Amending Resolution 2019-187 - Sole Source Vendor Approval - Strategic Government Resources, Inc. (SGR)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-53

SYNOPSIS: On October 15, 2019, the City Commission adopted Resolution 2019-187 approving Strategic Government Resources, Inc. (SGR) as a sole source vendor for recruitment services and accepted their proposal in the amount of \$21,250.00. Additional advertisements were necessary during the recruitment process increasing the cost of services from \$21,250.00 to \$24,353.22.

FISCAL IMPACT: Funds are available in City Manager Professional Services account, 0011210 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-53.

Dale L. Martin, City Manager	3/26/2020
Pauline Testagrose, Comptroller	3/30/2020
Tammi E. Bach, City Attorney	3/31/2020
Katie Newton, Legal Assistant	3/31/2020

Date: March 02, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2019-187 INCREASING THE COST OF RECRUITMENT SERVICES FROM SOLE SOURCE VENDOR STRATEGIC GOVERNMENT RESOURCES, INC. (SGR) FROM \$21,250.00 TO \$24,353.22; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 15, 2019, the City Commission adopted Resolution 2019-187 approving Strategic Government Resources, Inc. (SGR) as a sole source vendor for recruitment services and accepted their proposal in the amount of \$21,250.00; and

WHEREAS, additional advertisements were necessary during the recruitment process increasing the cost of services from \$21,250.00 to \$24,353.22; and

WHEREAS, funding is available in City Manager Professional Services account, 0011210 53100.

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

SECTION 1. The City Commission hereby approves increasing the approved amount for Strategic Government Resources, Inc. from \$21,250.00 to \$24,353.22 for additional advertisements related to recruitment services.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documentation related to services with Strategic Government Resources, Inc.

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

ADOPTED this 7th day of April, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Fernandina Beach Deputy City Manager	
Marketing & Application Management	\$9,950.00
Ad Placements	\$1,645.00
Printing	\$83.73
	\$11,678.73

Fernandina Beach HR Director	
Marketing & Application Management	\$9,950.00
Ad Placements	\$2,634.00
Printing	\$90.49
	\$12,674.49

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-54
Purchase Approval - Wesco Turf, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-54

SYNOPSIS: The Fernandina Beach Golf Course is in need of new maintenance equipment: greens mower, aerator, and sand pro spiker. Quotes were obtained from Wesco Turf, Inc., Beard Equipment Company, and Tri-State Pump & Control, Inc.

Staff recommends purchasing the equipment from Wesco Turf, Inc. for \$64,868.39. Although the quote provided by Wesco Turf, Inc. was not the lowest, Wesco offers comparable warranties as well as long-term lower repair cost. The estimate provided by Wesco Turf is based on pricing set by State of Florida Department of Management Services Agriculture and Lawn Equipment Contract #21100000-15-1. Such purchases are permissible per Section 2-431(4) of the City Code, Open Market Purchases.

FISCAL IMPACT: Funding for this equipment is available in Golf Equipment account, 410 56400, in FY 2019/2020.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-54.

Steve Murphy, General Manager	3/20/2020
Jeremiah Glisson, Fleet & Facilities Maintenance Director	3/20/2020
Nicole Bednar, Administrative Services Manager	3/26/2020
Dale L. Martin, City Manager	3/26/2020
Pauline Testagrose, Comptroller	3/30/2020
Tammi E. Bach, City Attorney	3/31/2020

Date: March 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COOPERATIVE PURCHASE OF GOLF COURSE EQUIPMENT FROM WESCO TURF, INC. IN AN AMOUNT NOT TO EXCEED \$64,868.39; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach Golf Course budgeted \$75,000 for the purchase of a greens mower, aerator, and sand pro spiker in Fiscal Year 2019/2020; and

WHEREAS, quotes were obtained from Wesco Turf, Inc., Beard Equipment Company, and Tri-State Pump & Control, Inc.; and

WHEREAS, although the quote of \$64,868.39 provided by Wesco Turf, Inc. was not the lowest, staff recommends the purchase due to warranties offered and long-term lower repair cost; and

WHEREAS, agriculture and lawn equipment can be purchased from Wesco Turf, Inc. through State of Florida Department of Management Services Agriculture and Lawn Equipment Contract #21100000-15-1 under Section 2-431(4) of the City Code, Open Market Purchases; and

WHEREAS, funding for this equipment is available in Golf Equipment account, 410 56400, in FY 2019/2020.

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 cooperative purchase of a greens mower, aerator, and sand pro spiker from Wesco Turf, Inc. in an amount not to exceed \$64,868.39.

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

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

ADOPTED this 7th day of April, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

VENDOR QUOTE SHEET

DEPARTMENT Golf DATE 3/20/2020

Purchase Order NO: _____ Number of Items to be purchased: 3

Description of Item to be purchased: 3 pieces of maintenance equipment

QUOTE RECEIVED BY: Steve Murphy

VENDOR	VENDOR ADDRESS	CONTACT PERSON	PRICE	DELIVERY TIME
Beard Equipment Co			\$ 64,602.00	
Tri State Pump & Control			\$ 66,171.48	
Wesco Turf			\$ 64,868.39	
RECOMMENDED PURCHASE FROM: Wesco Turf		PRICE:	\$ 64,868.39	
Staff recommends Wesco Turf.				
Whereas Wesco did not provide the lowest quote, the company offers comparable warranties as well as lower repair cost.				



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

March 17, 2020

Quote #: Q-00024017

David Younger,
Fernandina Beach Golf Club
2800 Bill Melton Rd
Fernandina Beach, FL 32034

Bill To: 311067
FERNANDINA BEACH GOLF COURSE
2800 BILL MELTON RD
FERNANDINA BEACH, FL 32034

Ship To: 311068
FERNANDINA BEACH GOLF COURSE
2800 BILL MELTON RD
FERNANDINA BEACH, FL 32034

State Contract Number: 21100000-15-1

All pricing is valid for thirty (30) days

Total Units	Qty	Model No	Description	MSRP Each	Discount	Price Each	Price Extended	Extended Unit Price
1	1	04358	Toro Greensmaster 3150-Q	27,820.17	21%	21,977.93	21,977.93	\$36,755.53
	3	04654	11 Blade Cutting Unit	2,649.98	21%	2,093.48	6,280.44	
	1	04626	Narrow Wiehle Roller - Set of 3	1,107.13	21%	874.63	874.63	
	3	04648	Universal Groomer Drive, Each	1,822.43	21%	1,439.72	4,319.16	
	3	04802	21" Twin Tip Grooming Reel, Each	772.44	21%	610.23	1,830.69	
	1	138-4976	Groomer Pull Link Kit (Set of 3) 2018+	914.11		914.11	914.11	
	1	04554	Light Kit	590.82	21%	466.75	466.75	
	1	121-3660	LH Armrest Kit (Standard Seat) F19	91.82		91.82	91.82	
1	1	09200	Toro ProCore 648	26,904.88	21%	21,254.86	21,254.86	\$28,020.78
	3	09737	Mini-Tine Head Set 1 row of 6	191.83	21%	151.55	454.65	24807.78
	3	09796	4 Tine 3/4" Head Set	191.83	21%	151.55	454.65	
	2	120-1050	6-Tine (Short) Turf Guard **PP	62.63		54.46	108.92	
	1	120-1053	6-Tine (Long) Turf Guard **PP	99.89		86.86	86.86	
	2	120-1045	4-Tine (Short) Turf Guard **PP	55.14		47.95	95.90	
	1	120-1046	4-Tine (Long) Turf Guard **PP	84.71		73.66	73.66	
	1	09225	Tire Scrapers	118.36	21%	93.50	93.50	
	1	09234	Rear Roller Kit	818.36	21%	646.50	646.50	
	1	TP-CC-48	Turf Pride Core Collector	1,200.00		1,200.00	1,200.00	
	1	T1000	TriTow T1000 Trailer for PC648	3,213.00		3,213.00	3,213.00	
	36	108-9236	Titan Solid Round 3/8" (5.00" X .300") Tines **PP	5.62		4.89	176.04	
	24	108-9165	Titan Side Eject 3/4" (5.75" X .660") Tines **PP	7.77		6.76	162.24	
1	1	08703.ACC	Accessories for Sand Pro 3040				3,305.08	\$3,305.08
	1	08755	QAS Spiker	4,183.64	21%	3,305.08		

Terms:**Net 30 Days**

Equipment Total

\$ 68,081.39

State Sales Tax (6.00% + 1.00% County Surtax)

\$ 0.00

Total~~\$ 68,081.39~~

64868.39

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

☐

Check this box if you DO NOT want to receive a hard copy of the Parts Manual. PDF version is also available online at

<https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____



The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Ken Arsenault

Commercial Golf Territory Manager - Jacksonville
(904) 759-3347, ken.arsenault@wescoturf.com



Quote Id: 21425254

Prepared For:
Fernandina Beach Golf Club

Prepared By: **Chris Mcrae**

Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617

Tel: 800-848-8563

Fax: 251-452-2309

Email: cmcrae@beardequipment.com

Date: 18 March 2020

Offer Expires: 30 April 2020

Confidential



Quote Summary

Prepared For:

Fernandina Beach Golf Club
FL

Prepared By:

Chris Mcrae
Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
cmcrae@beardequipment.com

Quote Id: 21425254

Created On: 18 March 2020

Last Modified On: 18 March 2020

Expiration Date: 30 April 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2500B PrecisionCut Gas Riding Greens Mower	\$ 38,717.77	\$ 27,827.00 X	1 =	\$ 27,827.00
JOHN DEERE Aercore 800 Aerator	\$ 23,311.00	\$ 19,625.00 X	1 =	\$ 19,625.00
JOHN DEERE 1200A Bunker and Field Rake	\$ 22,196.61	\$ 17,150.00 X	1 =	\$ 17,150.00
Equipment Total				\$ 64,602.00

Quote Summary

Equipment Total \$ 64,602.00

SubTotal \$ 64,602.00

Est. Service Agreement Tax \$ 0.00

Total \$ 64,602.00

Balance Due \$ 64,602.00

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

BEARD
EQUIPMENT CO.

Quote Id: 21425254

JOHN DEERE 2500B PrecisionCut Gas Riding Greens Mower

Hours:

Suggested List

Stock Number:

\$ 38,717.77

Code	Description	Qty
1208TC	2500B PrecisionCut Gas Riding Greens Mower	1

Standard Options - Per Unit

001A	United States and Canada	1
0443	All Other Countries (English / Spanish)	1
1024	Smooth Tires and Wheels (20x10.00-10, 4-ply)	1
1190	Two-Wheel Drive (2WD)	1
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	1
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1
1400	Cutting Unit ONLY Counterweights	1
1601	50.8 mm (2-in.) Diameter Machined Smooth Solid Rollers	1
2009	Standard Seat	1
3202	Cutting Unit Attaching Yokes and Direct Mounted (Bullhorn) Molded One-Piece Grass Catchers	1

Dealer Attachments

BM19746	Light Kit, Front	1
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JOHN DEERE Aercore 800 Aerator

Equipment Notes:

Suggested List

Hours:

\$ 23,311.00

Stock Number:

Code	Description	Qty
4568TC	Aercore 800 Aerator	1

Standard Options - Per Unit

Confidential

**JOHN DEERE**

Selling Equipment

BEARD
EQUIPMENT CO.

Quote Id: 21425254

001A	United States and Canada	1
0443	All Other Countries (English / Spanish)	1
9010	Windrow Attachment	1
Dealer Attachments		
TCU17345	1/2 in. HDT Side-Eject	24

JOHN DEERE 1200A Bunker and Field Rake

Equipment Notes:

Suggested List

Hours:

\$ 22,196.61

Stock Number:

Code	Description	Qty
430AM	1200A Bunker and Field Rake	1
Standard Options - Per Unit		
001A	US/Canada	1
0443	OM Non CE English/Spanish	1
1001	Rear Frame	1
2000	Bunker Rake (Serrated Blades)	1
3000	(3) Knobby Hi-Flotation Tires and Wheels	1
9010	Mid-Mount Cultivator Shoes/Blades	1
9011	Mid-Mount Base	1
9020	40 In. Front Blade	1
9702	LED Work Light Kit	1
Dealer Attachments		
TCB11583	Spiker	1

QUOTE



QUOTE #	AAAQ2122
DATE	Mar 19, 2020

Tri-State Pump & Control, Inc.

1162 Chastain Road, Liberty, SC 29657

To David Younger
Fernandina Beach Golf Club
2800 Bill Melton Rd
FERNANDINA BEACH, FL 32034

Salesperson	P.O. Number	Payment Terms	Vallid Until
John White			May 18, 2020

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Jacobsen E322 Triplex Greens Mower ECLIPSE 322 Gasoline Hybrid (3) TrueSet Cutting Unit ECLIPSE 22" 15 Blade (less links, motor and front roller) (replaces 062822 and 063333) (3) Drive Groomer/Brush 5in Reel-LH Hyd (3) Groomer, 22in., 1/4in. spacing (3) Front roller, Grooved, 22in., 1/4in. spacing Includes \$1000 parts credit & standard 2 year factory warranty	\$33,103.92	\$33,103.92
1	Smithco Sand Star I 2WD Bunker Rake SAND-STAR I - 2WD, 16hp Gas Engine Pro Rake (2013 and later, Replaces 13-438) Fan Rake Add On for 13-758Q 13-438 Rake Assembly	\$15,738.62	\$15,738.62
1	Smithco Spiker Set RBS Main Frame with Qwitch implement lift.	\$5,499.96	\$5,499.96

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	RBS Spiker Set (3) only (Requires 42-586Q Main Frame Assembly)		
	Set of Turf Tires		
1	Off Lease Jacobsen GA-24 aerator with OPC (operator presence control) and Quad Tine Kit	\$7,500.00	\$7,500.00
		SUBTOTAL	\$61,842.50
		SALES TAX	\$4,328.98
		TOTAL	\$66,171.48

Notes

36 month, 600 hours per year, first payment in advance, estimated, monthly, pretax, FMV lease payment is \$1,407.54.

48 month, 600 hours per year, first payment in advance, estimated, monthly, pretax, FMV lease payment is \$1,165.73.

36 month, first payment in advance, estimated, monthly, pretax, \$1.00 out lease payment is \$1,858.99.

48 month, first payment in advance, estimated, monthly, pretax, \$1.00 out lease payment is \$1,431.65.

Please contact me if I can be of further assistance.

To accept this quotation, sign here and return: _____

Thank You For Your Business!

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AGRICULTURE AND LAWN EQUIPMENT**

THIS CONTRACT is entered into between the State of Florida, **DEPARTMENT OF MANAGEMENT SERVICES**, hereinafter referred to as the "Department", whose address is 4050 Esplanade Way, Tallahassee, Florida 32329, and **Wesco Turf, Inc.**, hereinafter referred to as the "Contractor", whose address is 2101 Cantu Court, Sarasota, FL 34232.

THE PARTIES HEREBY AGREE:

A. The solicitation (ITB NO 20-21100000-C) and the Contractor's bid, and attachments are hereby incorporated by reference.

B. General Provisions:

1. Contract Formation: The Contractor shall provide goods and services according to the terms and conditions set forth in this Contract, the Solicitation, and all other attachments named herein which are attached hereto and incorporated by reference.
2. Vendor: To perform as an independent vendor and not as an agent, representative, or employee of the Department.
3. Taxes: To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
4. Applicable Law, Severability, and Venue: The contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting contract. Any action hereon or in connection herewith shall be brought in Circuit Court, Leon County, Florida.
5. Contract Term: This Contract shall begin upon execution by both parties or **September 1, 2015**, (whichever is later) and end **June 30, 2017**, inclusive.
6. Renewal: Upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the bid, response, reply, or best and final offer. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
7. Contract Amount: The agreed Contract amount is set forth in **Attachments A.1-A.5, Price Sheet Groups 1 - 21**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
8. Notices: All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Department designee identified in the original solicitation or Contract, or as otherwise

identified by the Department. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

C. Applicable Laws and Regulations:

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, chapter 287, Florida Statutes (F.S.), and rule 60A, Florida Administrative Code (F.A.C.), govern the Contract. The Contractor shall comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

D. Audits/Monitoring:

1. The Department may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Department. The Department may conduct a review of a sample for analyses performed by the selected Contractor to verify the quality. Reasonable notice shall be provided for reviews conducted at the successful Contractor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, Customer records, accounting records, and internal quality control reviews. The selected Contractor shall work with any reviewing entity selected by the Department.

E. Inspection of Records and Work Performed:

1. The state and its authorized representatives shall, at all reasonable times, have the right to enter the selected Contractor's premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The selected Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. If records need to be sent to the Department, the Contractor shall bear the expense of delivery.
3. Refusal by the selected vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the selected vendor is required to maintain records. The selected Contractor will be responsible for all storage fees associated with the records maintained under the resulting contract. The selected Contractor is also responsible for the shredding of records that meet the retention schedule noted above.

4. Failure to retain records as required may result in cancellation of the contract. The Department shall give the selected vendor advance notice of cancellation pursuant to this provision and shall pay the selected vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the Department of any of its obligations under a contract awarded pursuant to this solicitation shall be subject to the selected vendor's compliance with this provision.

F. Indemnification:

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the State, the Department, and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.
3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department or State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

G. Risk of Loss:

Matters of inspection and acceptance are addressed in s. 215.422, F.S.. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the

Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department reject a product or services, Contractor shall remove the product from the premises within ten days after notification or rejection and the risk of loss shall remain with the Contractor. Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

H. Assignments:

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

I. Return of Funds

Contractor will return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department or Customer. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Department, of the overpayment.

J. State Project Plan:

Within thirty (30) calendar days following award of the Contract, the successful Contractor shall submit a plan addressing each of the five (5) objectives listed below, to the extent applicable to the services covered by this Contract. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives, prior to execution of the resulting contract.**

1. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit a plan to support the procurement of products and materials with recycled content, and the intent of s. 287.045, F.S.. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, F.A.C.. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. Products Available from the Blind or Other Handicapped (RESPECT): The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to

carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

K. Civil Rights Requirements/Vendor Assurance

The Contractor assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

L. Media

1. Advertising: Subject to chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer, the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
2. Literature: Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

M. Employment

1. Florida Substitute Form W-9 Process: State of Florida vendors must register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:
<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>
2. E-Verify: Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.
3. Safety Standards: All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the

Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

N. Vendor Performance

1. Performance Qualifications:

- a. The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.
- b. Contractor must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the product to be furnished. If the Department determines that the conditions of the solicitation documents are not complied with, or that the product to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the contract.

2. Default:

When a Contractor is failing to fulfill its duties specified in any contract with the Department, or when a Department becomes aware that the Contractor has failed to remain qualified to perform the contract requirements, the Department may take the following actions:

- a. The Department will provide written notice to the vendor which identifies the nature of the failure and the necessary corrective action by the Contractor, which must be completed in no more than ten (10) business days, unless the Department determines a different time span based on the Departments sole discretion and in the best interests of the State. The notice will also state that should the Contractor fail to perform within the time provided, the Contractor will be found in default.
- b. Unless the Contractor corrects the failure within the time provided, or unless the Department determines that the vendor's failure is legally excusable, the Department shall find the vendor in default and shall issue a second notice stating: (i) the reasons the Contractor is considered in default; (ii) that the Department will reprocure or has reprocured the commodities or services; and (iii) and the amount of the reprocurement costs if known.
- c. A Contractor found in default will not be eligible for award of a contract by the State until such time as the Department is reimbursed by the Contractor for all reprocurement costs. Reprocurement costs may include both

administrative costs and cost or price increases incurred or to be incurred as a result of the reprocurement, as well as all legal costs encumbered by the State. At the Department's discretion, reprocurement of substitute commodities or contractual services may be accomplished by first attempting to contract with the next eligible awardee under the original solicitation, when applicable. If the Department fails to contract with the next eligible awardee, it may continue in this manner sequentially through all eligible awardees until a vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found. Alternatively, the Department may elect to reprocure the commodity or contractual service pursuant to all applicable requirements of chapter 287, F.S.

- d. Until such time as it reimburses the Department for all reprocurement costs and the Department is satisfied that further instances of default will not occur, a Contractor found in default shall not be eligible for award of a contract by the Department. To satisfy the Department that further instances will not occur, the Contractor shall provide a written corrective action plan addressing the default.
- e. The foregoing provisions do not limit, waive or exclude the State's legal or equitable remedies against a defaulting Contractor.

3. Dispute Resolution:

Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate Circuit Court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

O. Termination

1. Termination for Convenience:

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2. Termination Due To Lack of Funds

- a. In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours written notice to the Vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

- b. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

3. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the Contract or purchase order at any time when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4. Termination for Breach:

- a. The Department may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- b. Unless the Contractor's breach is waived by the Department in writing, the Department may, by written notice to the Contractor, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may, at its sole discretion employ the default provisions in rule 60A-1.006(4), F.A.C.
- c. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages.
- d. Pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

P. Contract Managers

1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:

**Stephanie Wyland
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399
850-410-2426**

2. The Vendor's Contract Manager's name, address and telephone number for this Contract is as follows:

**Ron DiCicco
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232
941-377-6777**

Q. Renegotiation or Modification

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the department. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

R. Name, Mailing and Street Address of Payee

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

**Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232**

2. The name of the contact person and street address where financial and administrative records are maintained:

**Ron DiCicco
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232**

S. All Terms and Conditions

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

List of attachments included as part of this Contract:

<u>Type</u>	<u>Number</u>	<u>Description</u>
Attachment	I	ITN/RFP/ITB 20-21100000-C and Addenda
Attachment	II	Completed Attachment A, Price Sheet
Attachment	III	Solicitation Attachments C, D, E, F, J
Attachment	IV	PUR 1000

IN WITNESS THEREOF, the parties hereto have caused this Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by both parties.

VENDOR: Wesco Turf, Inc.

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

**SIGNED
BY:**

**SIGNED
BY:**

NAME:

NAME:

Chad Poppell

TITLE:

TITLE:

Secretary

DATE:

DATE:

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VENDOR: Wesco Turf, Inc.

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

**SIGNED
BY:**

Ray DiCicco

**SIGNED
BY:**

E. Poppell on behalf of

NAME:

Ray DiCicco

NAME:

Chad Poppell

TITLE:

VP Residential Sales

TITLE:

Secretary

DATE:

7/30/2015

DATE:

8-21-15



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

The State of Florida

Department of Management Services

INVITATION TO BID

ITB No: 20-21100000-C

AGRICULTURE & LAWN EQUIPMENT

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Section 1 Introduction

1.1 Bid

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to replace the current State Term Contract (STC) for the purchase of Agriculture and Lawn Equipment which also included construction and industrial equipment.

The Department intends to solicit for, and enter into contracts with, responsive and responsible Contractors according to the criteria defined herein, for the provision of Commodities and contractual services described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes.

Rule 60A-1.044(1), Florida Administrative Code, defines an STC as “indefinite quantity contracts competitively procured by the Department pursuant to s. 287.057, Florida Statutes, available for use by Eligible Users.”

This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool. Vendors interested in submitting a response or bid shall comply with all of the terms and conditions described in this ITB. Information about submitting a response or bid can be found in Instructions to Bidders, section 2 of this solicitation.

1.2 Solicitation Objective

The current STC for Agriculture and Lawn Equipment has an estimated average annual spending volume of approximately \$14 million dollars. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purposes under any new contract. Customers include state agencies and other Eligible Users.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

1.3.1 Base Equipment

A Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein.

1.3.2 Bidder

One who submits a response to this Invitation to Bid (ITB).

1.3.3 Commodity

A tangible good, which may or may not meet the specifications herein. Commodities under this contract are Agriculture and Lawn Equipment which includes the Base Equipment, associated OEM Options, Accessories and Implements and Replacement Parts classified under twenty-one (21) Groups, listed in section 3.1.

1.3.4 Confidential Information

Any portion of a bidder's documents, data, or records disclosed relating to its response that the bidder claims is confidential and not subject to disclosure pursuant to Chapter

119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential".

1.3.5 Contract

The agreement that results from this competitive procurement, if any, between the Department and the Contractor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000).

1.3.6 Contractor

The Vendor that has been awarded and contracts to provide Agriculture and Lawn equipment, which meet the requirements, specifications, terms, and conditions herein, to state agencies and other Eligible Users.

1.3.7 Dealer

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

1.3.8 Eligible User

As defined in Rule 60A-1.005, Florida Administrative Code.

1.3.9 Group

A series of commodities with applicable commodity codes which are described in Attachment A under Price Sheet.

1.3.10 MSRP

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

1.3.11 MSRP List

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book, and
- Manufacturer's official website.

1.3.12 Manufacturer

The original producer or provider of Agriculture and Lawn Equipment responsive to this solicitation.

1.3.13 OEM Option(s), Accessory(ies) & Implement(s), OEM Option(s),

The Manufacturer's Base Equipment related optional component, feature, or configuration, which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

1.3.14 Sub Group

A specific series of commodities within a Group which are described in Attachment A under Price Sheet.

1.3.15 Vendor(s)

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

1.4 Term

The initial term of the Contract shall be two (2) years with up to two renewal years. The contract may be renewed in whole or in part for a period that shall not exceed the renewal years, at the renewal pricing outlined in section 4.7.

1.5 Contract Formation

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8 Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions ([PUR 1000](#)), Special Contract Conditions, Description of Scope, Price Sheet (format approved by the Department) submitted by the Contractor after award and additional documentation (as required).

1.6 Timeline of Events

The table (Attachment G) contains the Timeline of Events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events shall be made through an addenda to the solicitation and noticed on the Vendor Bid System and within the MFMP Sourcing Tool.

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHALL BE AS REFLECTED IN THE TIMELINE.

The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.

1.7 Order of Precedence for Solicitation

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if issued
2. Introduction
3. Description of Scope

4. Special Instructions
5. General Instructions
6. Special Contract Requirements
7. General Contract Requirements
8. Attachments

1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the contract award is made.

Procurement Officer for this ITB is:

Leslie Gallegos

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 410-2426

Email: Leslie.Gallegos@dms.myflorida.com

******ALL EMAILS TO PROCUREMENT OFFICE SHALL CONTAIN THE SOLICITATION
NUMBER IN THE SUBJECT LINE OF THE EMAIL******

1.9 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.10 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Accommodation requests for meetings shall be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

1.11 Lobbying Disclosure

The successful vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities. The successful vendor shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

1.12 ITB Process

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to section 287.057(1) (a), F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process and also posts the solicitation in the MFMP Sourcing Tool.

Bidders must submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment G; Timeline of Events. Bids shall be submitted by the deadline listed in the Timeline of Events. The Department shall open the bids in a public meeting. Once the Department has evaluated the bids, the Department shall post a Notice of Intended Award on the VBS.

1.12.1 Question Submission

The Department shall entertain written questions regarding the solicitation or the procurement process submitted through the MFMP Sourcing Tool for a limited period of time as specified in the Timeline of Events. The purpose of this question period is to promote the bidder's full understanding of the solicitation requirements by providing written binding answers to questions about the solicitation.

In order to submit a question, bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab in the solicitation dashboard. For information about registering with MFMP Sourcing, please see section 2.2; Special Instructions. The Department shall not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the "Messages" tab within the MFMP Sourcing Tool shall be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered via addenda as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

1.12.2 Solicitation Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation package during the solicitation period, a written addenda shall be posted on the VBS and the MFMP Sourcing Tool as Addenda to this solicitation. It is the bidder's responsibility to check VBS and MFMP Sourcing Tool periodically for any information or updates to this solicitation. The Department bears no responsibility for any resulting impacts associated with a prospective bidder's failure to obtain the information made available through the VBS and MFMP Sourcing Tool.

1.12.3 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions, specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

1.12.4 Public Opening

In accordance with PUR 1001, responses shall be opened on the date and at the location indicated on the Timeline of Events (Attachment G). Bidders should, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes.

1.12.5 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated in the Timeline of Events the Department shall electronically post a Notice of Intended Award on the VBS and the MFMP Sourcing website for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the notice of award is delayed, in lieu of posting the notice of intended award the Department may post a notice of the delay and a revised date for posting the notice of intended award.

1.12.6 Protest of Notice of Intended Award

Any Bidder desiring to protest the Notice of Intended to Award shall file any notice of protest and any subsequent formal written protest with Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.12.7 Firm Response

The Department should make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If an award is not made within sixty (60) days, the response shall remain firm until either the Department awards the Contract or the Department receives from the bidder written notice that the response is withdrawn. Any response that expresses a shorter duration should, in the Department's sole discretion, be accepted or rejected.

1.12.8 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders should modify or withdraw their bid at any time **prior** to the bid due date in accordance with the Timeline of Events. For instructions on how to modify or withdraw bids refer to the link: [MFMP Vendor Toolkit](#) or for technical assistance please select this link: [MFMP Vendor Help](#) or call (866) 352-3776.

1.12.9 Cost of Response Preparation & Independent Preparation

The costs related to the development and submission of a response to this ITB is the full responsibility of the bidder and is not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

1.12.10 Taxes

The State does not pay Federal excise or sales taxes on purchases of equipment. The State shall not pay for any personal property taxes levied on the Contractor or for any taxes

levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the Contract.

1.12.11 Disclosure of Bid Contents

Pursuant to the Public Records Act, all documentation provided to the Department as part of the ITB shall become the property of the Department and shall not be returned to the Bidder unless it is withdrawn prior to the response opening.

1.13 Contract Formation

The Department shall issue a notice of award, if any, to successful Bidder(s), however, no Contract shall be formed between Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8; Basis of Award. No additional documents submitted by a Bidder should be incorporated in the contract unless it is specifically identified and incorporated by reference in the attached contract document.

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Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two parts; General Instructions and Special Instructions.

2.1 General Instructions

The [PUR 1001](#), The General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

2.2 Special Instructions

2.2.1 MFMP Registration

In order to bid, Bidders shall have a current Vendor registration and be active for “Sourcing Events” within the link: [MFMP Vendor Information Portal Website](#).

MyFloridaMarketPlace Vendor Registration

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

2.2.2 How to Submit a Bid

Submit responses to this solicitation via the MyFloridaMarketPlace Sourcing Tool by selecting this link: [MFMP Sourcing 3.0 Login](#). Bidders shall have a current Vendor registration and be active for “Sourcing Events” within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Tool 3.0.

Include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MFMP Sourcing Tool for the solicitation in Bids. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses are to be entered electronically in the MFMP Sourcing Tool during this solicitation as indicated.

2.2.3 Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, “My Events” lists all events the Bidder already chose to “Join” (i.e., you intend to submit a formal response). “Public Events” lists those events associated with the Bidder’s registered UNSPSC listed in their Bidder Information Portal (VIP) accounts, but the Bidders have not yet “Joined.” Joining an event moves the event from “Public Events” to “My Events,” allows the Bidder to submit questions about the event (solicitation), and alerts Bidders to any associated updates (e.g., addenda, event edits, etc.).

To respond to a solicitation, bidders shall review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the

terms of this agreement.”

When responding, save work frequently – at intervals less than 20 minutes. Sourcing 3.0 automatically times out after 20 minutes of inactivity. Any unsaved information may be lost when the system times out. Clicking the “Save” button within Sourcing 3.0 only saves your solicitation responses.

To transmit responses to the State, Bidders shall click “Submit Entire Response.” After clicking the “Submit Entire Response” button, Bidders are responsible to verify and validate any submitted response in Sourcing 3.0 to ensure their responses are accurate and complete prior to the bid closing time.

Bidders should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

To validate responses, please do the following before the Solicitation period ends:

Click the “Response History” link to confirm that your “submitted” response is visible, and, therefore, formally submitted.

Confirm that a status of “Accepted” displays next to your submitted response.

Click on the Reference number of your submitted bid response to review the submission.

Please check the following:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Are the displayed answers correct?

For technical assistance, contact the MFMP Customer Service Desk (CSD) at (866) 352-3776 or by email at VendorHelp@MyFloridaMarketPlace.com. For additional information regarding Vendor online training or to view MFMP Sourcing training documents select the hyperlink, [MFMP Vendor Toolkit](#).

2.2.4 Who May Respond

Any equipment Manufacturer or Dealer may respond. Eligible bidders must satisfy the requirements, specifications, terms and conditions of the solicitation, and demonstrate their capability to perform a statewide contract in the State of Florida including service locations statewide.

NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent out-of-state corporations agree to attain such authorization within seven business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org.

2.2.5 Manufacturer’s Name and Approved Equivalents

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor must provide any equipment that meets or

exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether equipment is acceptable as an equivalent.

2.2.6 Mandatory Requirements or Conditions

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition that may be mandatory. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.2.7 Bidder Qualification Questions

Bidders must submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing Tool. Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may not evaluate bids from Bidders who answer “No” to any of the Qualification Questions.

2.2.7.1 Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder’s behalf?

2.2.7.2 Does the Bidder certify that it is not a Convicted Vendor as defined in section 7 of the PUR 1001?

2.2.7.3 Does the Bidder certify that it is not a Discriminatory Vendor as defined in section 8 of the PUR 1001?

2.2.7.4 Does the Bidder certify compliance with section 9 of the PUR 1001?

2.2.7.5 Does the Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?

2.2.7.6 Does the Bidder certify that it shall, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in section 4.27.5 of this solicitation?

2.2.7.7 Does the Bidder certify that it shall, if awarded, submit quarterly to the Department a Contract Sales report, as required in section 4.27.1 of this solicitation?

2.2.7.8 Does the Bidder certify that they have carefully and thoroughly reviewed their bids or prices on the Price Sheet (Attachment A) for accuracy and completeness?

2.2.7.9 Does the Bidder certify that they have read and understand the requirements stated in section 2.6 Supporting Documents?

2.2.7.10 Does the Bidder certify that they shall, if awarded, have at least one full service repair facility as required in section 2.5 of this solicitation?

2.2.7.11 Does the Bidder certify that they have submitted the MSRP Certification (Attachment J) from each Manufacturer as required in section 2.3.4.6?

2.3 Contents of Bid

Organize Bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing Tool](#). Failure to submit all of the requested information in sections 2.3.1 through 2.3.4 (Part 1 through Part 4) below, in the format required under this ITB may result in a determination of Bidder non-responsiveness. Label each response with the appropriate section number (and part number) below:

2.3.1 Part 1 - Company Information

Complete the Vendor Information Form (Attachment F) to include all of the below:

2.3.1.1 Company name and address.

2.3.1.2 Name, title, phone number and email of person within the company responsible for administering the contract.

2.3.1.3 Federal ID Number

2.3.1.4 Internet website address

2.3.2 Part 2- Relevant Past Performance

Provide a synopsis of the five most recent large volume equipment contracts (which are similar to this ITB) in which your organization provided equipment. Include the following information:

2.3.2.1 Contract number;

2.3.2.2 Term of the contract;

2.3.2.3 The name and telephone number of the customer's contact person;

2.3.2.4 Number of items sold by your organization under the contract;

2.3.2.5 Average number of your organization's personnel assigned to contract; and

2.3.2.6 The final overall sales received by your organization under the contract.

2.3.3 Part 3 - Price Sheet Submission (Attachment A)

Download the Price Sheet (Attachment A-Price Sheet), complete and upload it within the MFMP Sourcing Tool, per section 2.2.2 of the solicitation. Bidders are not required to bid on all Groups or all Manufacturers or Brand Names within a Group (including Sub Groups).

2.3.4 Part 4 – Other information

2.3.4.1 Current Department of State Registration Form

Submit a current copy of the Bidder's registration with the Florida Department of State, which authorizes the company to do business in the State of Florida (www.sunbiz.org). See section 2.2.4.

2.3.4.2 Out-of State Preference Letter from Attorney (if applicable)

Any Bidder who states that its "principal place of business" is outside of this state shall submit with its bid a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

2.3.4.3 Certification of Drug-Free Workplace (Attachment C)

Bidder must download and complete the Certification of Drug-Free Workplace found in section 5 (Attachment C).

2.3.4.4 Preferred Pricing Affidavit (Attachment D)

Bidders must download and complete the Preferred Pricing Affidavit found in section 5 (Attachment D).

2.3.4.5 Savings/Price Reduction (Attachment E)

The Bidder is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid. Attachment E (PUR 7064), Savings/Price Reductions is provided to facilitate the Bidders response to this requirement. The Bidder is required to submit this form with its bid, and at the time of any renewals or extensions. Savings/Price Reduction Form found in section 5 (Attachment E).

2.3.4.6 MSRP Certification (Attachment J)

Bidder must download and complete the MSRP Certification (Attachment J) found in section 5.

2.3.4.7 MSRP Lists

Bidder must submit the MSRP List(s) consistent with section 2.6 Supporting Documents and Certification (Attachment J).

2.4 Alternate Responses

Bidder may not submit more than one bid for each listed Manufacturer or Brand Name per Group (including Sub Groups). The Department seeks each Bidder's single-best response by Manufacturer or Brand Name per Group.

2.5 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the

contract term. Contractors must complete the Vendor Information form (Attachment F) included in the Forms Section of this ITB, and must maintain that document throughout the contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer eligible Customers “after warranty” service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

2.6 Supporting Documents

Bidder shall submit the following Supporting Documents with their Bid, as noted:

MSRP List: With the bid, Bidder shall provide one (1) applicable, current, complete, and separate MSRP List (as defined under section 1.3.11) for each Group (including Sub Groups) and Manufacturer or Brand Name bid under Attachment A, Price Sheet. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer or Brand Name).

The MSRP List shall include the Manufacturer’s Model Number, Manufacturer’s Item Description, and MSRP for each of the Manufacturer or Brand Name and Group’s applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM & Replacement Parts offered. The MSRP List shall include the applicable Group, Manufacturer or Brand Name, MSRP List Name, Percent Discount and MSRP List Date on the cover or first page.

Bidder shall complete MSRP Certification (Attachment J) from each Manufacturer. Bidder shall not alter, adjust, or modify a Manufacturer’s MSRP when submitting Supporting Documents. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. The Department shall be the final arbitrator of MSRPs should the pricing differ from the published MSRPs.

The Supporting Documents shall be uploaded to the Department per section 2.2.2 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response may result in the Bidder being deemed non-responsive.**

2.7 Evaluation Criteria

The Department shall evaluate eligible responsive bids. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

2.8 Basis of Award

Awards shall be made to one (1) responsive, responsible Bidder that offers the highest Base Equipment MSRP discount per Manufacturer or Brand Name in each Group line number.

The Department reserves the right to award to a single contractor or award to multiple contractors by Manufacturer or Brand Name, within each Group line number or any other Sub Group if deemed to be in the best interest of the State.

Bidders are not required to bid every Group (including Sub Groups) or every Manufacturer or Brand Name within a Group. If the Bidder wishes to be considered for an award, they must submit a bid for the Base Equipment MSRP discount for a Manufacturer or Brand Name within a Group (including Sub Groups) and the MSRP discounts for the OEM Options, Accessories, & Implements and associated OEM & Replacement Parts for the Manufacturer or Brand Name bid. However, awards for each Manufacturer or Brand Name within a Group shall be based upon the greatest Base Equipment MSRP discount bid by a responsive and responsible Bidder.

2.9 Preference to Florida Vendors

If the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida, preference shall be applied consistent with section 287.084, Florida Statutes.

2.10 Tie Bids

In the event that the Department's evaluation results in identical evaluations of replies for the lowest Group price or three bidders with the lowest Group price, the Department shall select Bidder(s) based on the criteria identified in Rule 60A-1.011, Florida Administrative Code.

2.11 Rejection of Bids

The Department shall review bidder responses using the criteria listed in section 2.2.7 Bidder Qualification Questions to determine responsiveness. Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

2.12 Minor Irregularities/Right to Reject

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

2.13 Redacted Submissions

The following section supplements section 19 of the [PUR 1001](#). If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder shall mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department shall provide the Redacted Copy to the requestor. If a requestor asserts a right to

the Confidential Information, the Department shall notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

2.14 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested shall result in disqualification of the bid.

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Section 3 Description of Scope

3.1 Scope

The Agriculture and Lawn Equipment Commodities (including the Base Equipment; associated OEM Options, Accessories, & Implements; and associated OEM & Replacement Parts) offered under the Contract shall be classified under twenty-one (21) Groups, which are listed and described as follows:

Group	UNSPSC Code(s)	Group Description
Group 1	25101900	All Terrain Vehicles (ATV)
Group 2	25101900	Utility Vehicles (UTV)
Group 3	21100000	Mower: Walk-behind Lawn, Non-Commercial Type
Group 4	21100000	Mower: Walk-behind Lawn, Commercial Type
Group 5	21100000	Mower: Stand-On, Commercial Type
Group 6	21100000	Mower: Lawn & Garden Tractor (Riding)
Group 7	21100000	Mower: Front / Rear wheel Steering (Riding) Type
Group 8	21100000	Mower: Commercial Zero-Turn Radius (Riding) Type
Group 9	21100000	Mower: Wide-Area, Commercial
Group 10	27112000, 25111934, 27112712	Lawn Equipment - Handheld, Walk-behind, Backpack
Group 11	21000000	Utility Tractors: Under 40 HP
Group 12	21000000	Utility Tractors: Greater than or equal to 40 HP but less than 145 HP
Group 13	21000000	Row-Crop Tractors: Greater than 140 HP but less than 370 HP
Group 14	21000000	Agricultural/Specialty Tractors: Includes hi-crop, low profile and narrow do not qualify for other groups
Group 15	23231800, 21100000	Large Lawn, Agricultural, and Small Forestry Equipment: Compatible with tractors, stand alone, and vehicles.
Group 16	25101900	Golf Carts and Golf Specialty Vehicles
Group 17	21100000	Golf and Turf Mowers
Group 18	49211600	Golf and Turf Misc. Other
Group 19	70150000, 70151700	Commercial / Production Forestry Equipment
Group 20	25181700	Flat/Utility Axle Trailers
Group 21	25181700	Specialty Trailers

The Contract is intended to cover only those Agriculture and Lawn Commodities generally used by the State of Florida as listed and described herein, and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractors MSRP list.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.2 Commodity Specifications and Standards

The Commodity Specifications and Standards are based on the known needs of Eligible Users and best information available to the Department at the time the Commodity Specifications and Standards were created.

The following specifications and standards form a part of the overall Technical Specifications except as modified or noted herein.

All Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in section 3.9, Transportation and Delivery), and installed (OEM & Replacement Parts do not include installation) to be fully suitable for their intended use, purpose, and service;
2. All Commodities shall be new and unused (except as specified in section 3.9, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
7. All Commodities shall comply with current mandatory and applicable federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.3 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to,

Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.4 Testing

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.5 Warranty

The Manufacturer's standard warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance, section 3.11, and shall begin only at the time of Acceptance by the Eligible User.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components or any parts incorporating the equipment ("Recalled Equipment"), the contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Buyer give the Department and each Buyer all reasonable assistance in locating and recovering any equipment or Recalled Equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Buyer. The Contractor, at its own cost, shall

ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

3.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to insure that the Commodity supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall insure that the Commodity ordered by the Eligible User are fully compatible with each other and with any associated pre-existing Commodity possessed by the Eligible User and disclosed to the Contractor by the Eligible User. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Commodity that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components;
- Replace the Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM & Replacement Parts to the Eligible User.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.8 Commodities Title and Registration

Applicable awarded Commodities delivered under the Contract shall be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Eligible User with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signature and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Eligible User is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Eligible User shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per section 3.10, Acknowledgement of Order. However, the Eligible User shall then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Eligible User to do so.

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see section 4.8, Ceiling Prices, are included in the Base Equipment Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see section 4.8, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
 - a) The Eligible User's Purchase Order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.9 Transportation and Delivery

In conjunction with section 4.8, Ceiling Prices, Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM & Replacement Parts Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Eligible User's place of business or designated location. Delivery does not constitute Acceptance, per section 3.11 of the Contract. The Contractor shall give the ordering Eligible User a minimum of twenty-four (24) hour notice prior to delivery. Deliveries shall be received as stipulated by the Eligible User.

Deliveries of awarded Commodities shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three (3) road miles or less, the self-propelled Commodity may be driven, under supervision, to the delivery location. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Eligible User's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;
7. Assure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and
8. Where applicable, packaged to insure safe delivery to the destination. Packaging shall comply with the requirements of section 403.7191, Florida Statutes. Each package shall be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Commodities shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of ordering Eligible User's Purchase Order;
3. Copy of the applicable Manufacturer(s)'s specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

3.10 Acknowledgement of Order (Attachment I)

For orders which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the ordering Eligible User within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Contractor to notify the ordering Eligible User of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor shall mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Eligible User's issuing office within fourteen (14) calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Eligible User the Acknowledgement of Order form within fourteen (14) calendar days from the date the Contractor received the Purchase Order shall be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User. **Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.**

3.11 Acceptance

The Eligible User, within three (3) business days of delivery, shall thoroughly inspect the Commodity received for acceptability. The Eligible User shall compare the physical Commodity delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User shall inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity. Failure by the Eligible User to discover an error in the Commodity shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and Acceptance shall be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity, per section 3.9 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Eligible User only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action.

Should the Commodity require service or adjustments as part of the Eligible User approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Eligible User to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. The Commodity shall not be accepted until all

service and / or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any Transportation and Delivery, section 3.9, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User shall develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Eligible User and the State shall not be liable for payment for any portion thereof.

3.12 Installation

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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Section 4 Contract Conditions

This section contains conditions which shall be complied with during the performance of this contract. The conditions come in two parts, general conditions and special contract requirements.

4.1 General Contract Requirements

The General Contract Conditions, [PUR 1000](#) is incorporated by reference and provided via a link below:

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

4.2 Special Contract Requirements

The Special Contract Requirements are provisions that relate directly to the performance of this contract.

4.3 Pricing

The Contractor shall adhere to the discount applied to the uploaded MSRP List(s) as submitted for in the completed Price Sheets, which are incorporated by reference into the Contract.

$$\text{Pricing} = (100\% - \text{Percent Discount}) \times \text{MSRP List Price(s)}$$

4.4 Financial Consequences for Nonperformance

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form (PUR 7017) to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

4.5 Contract Overlap

Contractors shall identify any equipment or parts covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

4.6 Commodity, Group, and Manufacturer or Brand Name Additions and Deletions

During the Contract Term, section 1.4, the Department shall have the right to add or delete Commodities, Groups, or Manufacturer or Brand Names to or from this agreement by adding them to or removing them from the Price Sheet, Attachment A. Any new Commodities, Groups, or Manufacturer or Brand Names added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the Contractor and the Department. Commodities, Groups, or Manufacturer or Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

4.7 Price Adjustment

Price may be adjusted annually, beginning 12 months after the contract effective date based on the percent change (up or down) of the Producers Price Index (PPI). All requests must be submitted to the Contract Manager during the months of January or July only. Price adjustments correlate with the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Groups	Industry Code	Industry	Baseline
1, 2, 16	44121 Recreational vehicle dealers	PCU44121-44121- Recreational vehicle dealers	June 2001
3, 10	333112 Lawn and garden equipment manufacturing	PCU3331123331121 Consumer non-riding lawn, garden, and snow equipment	December 1982
6		PCU3331123331123 Consumer riding lawn, garden, and snow equipment	
4, 5, 7, 8, 9, 17, 18	333111 Farm machinery and equipment manufacturing	PCU333111333111J Commercial turf and grounds care equipment, including parts and attachments	December 1982
11, 12, 13, 14,		PCU3331113331111 Farm-type (power take-off hp) wheel tractors (2/4-wheel drive)(with or without attachments)	December 1982
15		PCU333111333111G All other farm machinery and equipment, excluding parts, including attachments	December 1982
19		PCU3331113331111 Farm machinery and equipment manufacturing	December 1982
20, 21	33621 Motor vehicle body and trailer manufacturing	PCU33621-33621- Motor vehicle body and trailer manufacturing	December 2003

The Contractor may have up to 60 days after the posting of the month or quarter non-preliminary data at each contract anniversary to request a price increase. When requesting a price increase, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI over the last 12 months of the Contract that supports a price adjustment.

The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The contractor must complete Price Update Form (Attachment H) to have the price adjustment processed. The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

4.8 Ceiling Prices

The individual Base Equipment Price (after discount); OEM Option, Accessory, & Implement Price (after discount); and OEM Part Price (after discount) contained or referenced in the Attachment A, Price sheets, shall be the not-to-exceed Ceiling Prices under the Contract.

4.9 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 Florida Statutes, and Rule Chapter 60A of the Florida Administrative Code govern the contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements may be grounds for contract termination or nonrenewal of the contract.

4.10 Insurance Requirements

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the

insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

4.11 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action may be grounds for termination or nonrenewal of the contract.

4.12 Records Retention

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

4.13 Public Records

4.13.1 Access to Public Records

- (1) The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost 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 public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

4.13.2 Protection of Trade Secrets or Other Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

4.13.3 Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

4.14 Annual Appropriations

The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.15 Renewal

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal shall be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.16 Cancellation

The Department may unilaterally cancel this Contract for refusal by the service provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are

exempt from Article 1, section 24(a), Florida Constitution and Chapter 119.07(1), Florida Statutes

4.17 Intellectual Property

The parties do not anticipate that any Intellectual Property shall be developed as a result of this contract. However, any Intellectual Property developed as a result of this contract shall belong to and be the sole property of the state. This provision shall survive the termination or expiration of this contract.

4.18 Gifts

The Contractor agrees that it shall not offer to give or give any gift to any State of Florida employee. This Contractor shall ensure that its sub-contractors, if any, shall comply with this provision.

4.19 Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for Bidders who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

4.20 Monitoring by the Department

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and sub-contractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department shall deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision shall not limit the Department's termination rights.

4.21 Scrutinized Company List

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

4.22 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department shall provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

4.23 E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in

related subcontracts a requirement that sub-contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-contractor during the Contract term.

4.24 Subcontracting

The Contractor shall not subcontract, assign, or transfer any work identified under this solicitation, *with the exception of those subcontractors identified in the Contractor's bid*, without prior written consent of the Department.

The Contractor is responsible for all work performed under the contract resulting from this solicitation. No subcontract entered into by the Contractor for performance of work required under the contract, shall in any way relieve the Contractor of any responsibility for the performance of duties under the contract. The Contractor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850)487-0915 for information on minority bidders who may be considered for subcontracting opportunities.

4.25 Performance Qualifications

The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

Contractor shall be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the equipment bid. If the Department determines that the conditions of the solicitation documents are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the response or terminate the Contract. Contractor may be disqualified from receiving awards if Contractor or anyone in Contractor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, Contractor is not relieved from fulfilling all Contract requirements.

4.26 MyFloridaMarketPlace Transaction Fee

The awarded Vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee

reporting instructions and Vendor training presentations available online on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.27 Contract Reporting

4.27.1 Contract Quarterly Sales Report (Contract Deliverable)

The Contractor agrees to submit a Quarterly Sales Report (Attachment B) on a quarterly basis to the DMS Contract Manager. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. A quarterly report is required even if Contractor has zero sales to report for that quarter.

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports are due ten (10) working days after the end of the reporting period.

4.27.2 Savings / Price Reductions (Attachment E)

Contractor shall submit one (1) accurately completed Savings / Price Reductions form (Attachment E) with their Response containing the required savings information for each UNSPSC Code with associated Related Services offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form shall not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be submitted to the Department per section 2.3.4.5 of the solicitation. **Failure to provide the Savings / Price Reductions form with the Response may result in the Contractor being deemed non-responsive.**

4.27.3 Transaction Fee Reports

The Bidder is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Bidder training presentations available online at the Transaction Fee Reporting and Bidder Training subsections under Bidders on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.27.4 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority Bidder utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Bidder on behalf of each purchasing agency ordering under the terms of this Contract.

4.27.5 Preferred Pricing Affidavit Requirement

The Department shall provide the Preferred Pricing Affidavit, (Attachment D), for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the [PUR 1000](#) form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

4.28 Contract Termination

The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits. (Reference section 4.4, Financial Consequences)

4.29 Force Majeure

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.

In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Department of the problem at the earliest practical time and present a plan for return to normal service.

4.30 Additional Provisions

The provisions of paragraphs 287.058(1)(a) and (b), Florida Statutes, are hereby incorporated by reference.

4.31 Alternate Responses

Contractor may not submit more than one bid for each listed Manufacturer or Brand Name per UNSPSC Code (including associated MSRP Discount, Related Services Prices, MSRP Date, etc.). The Department seeks each Contractor's single-best Response by Manufacturer or Brand Name per Group or Sub Group line number.

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Section 5 Attachments

Attachment A	Price Sheet (section 2.3.3)
Attachment B	Quarterly Sales Report (section 4.28.1)
Attachment C	State of Florida Drug-Free Workplace Certification (section 2.3.4.3)
Attachment D	Preferred Pricing Affidavit (section 2.3.4.4)
Attachment E	Savings/Price Reduction Form (section 2.3.4.5)
Attachment F	Vendor Information Form (section 2.3.1)
Attachment G	Timeline (section 1.6)
Attachment H	Sample Price Update Form (section 4.7)
Attachment I	Acknowledgement of Order Form (section 3.10)
Attachment J	MSRP Certification (section 2.6)

AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

This Amendment ("Amendment"), effective as of July 1, 2017 to the Agriculture and Lawn Equipment Contract No. 21100000-15-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Wesco Turf Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Wesco Turf Inc. for the provisions of Agriculture and Lawn Equipment; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section Q. "Renegotiation or Modification" of the Contract; and

WHEREAS the Parties agree to renew the Contract as provided in section 4.15 "Renewal" of Contract No. 21100000-15-1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment

Section 4.12 "Records Retention" has been renamed to "Document Management", deleted it in its entirety and replaced with the following:

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

Section 4.13.1 "Access to Public Records" has been renamed to "Public Records," deleted in its entirety and replaced with the following:

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost 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 are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Section 4.13.2 "Protection of Trade Secrets or Other Confidential Information" has been renamed to "Protection of Trade Secrets or Confidential Information," deleted in its entirety and replaced with the following:

Agriculture and Lawn Equipment
State Term Contract No.: 21100000-15-1

AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

Section 4.21 "Scrutinized Company List" has been renamed to "Contractor Certification," deleted it in its entirety and replaced with the following:

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

Section 4.27.3 "Transaction Fee Reports" has been renamed to "Transaction Fees," deleted it in its entirety and replaced with the following:

Agriculture and Lawn Equipment
State Term Contract No.: 21100000-15-1



AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

Section 4.27.4 "Diversity Reporting" has been deleted in its entirety and replaced with the following:

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

Section 4.32 "Cooperation with Inspector General" has been added as follows:

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five years after the expiration



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

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FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

II. Contract Renewal. Pursuant to section 4.15 "Renewal," State Term Contract No. 21100000-15-1 is renewed for a period of three (3) years under the same terms and conditions, with a new contract expiration date of June 30, 2020.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
Wesco Turf Inc.

By: _____

By: _____

Name: Debra Forbess
Title: Director of Finance and
Administration

Name: _____
Title: _____

Date: _____

Date: _____



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

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III. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
Wesco Turf Inc.

By: 
Name: ~~Debra Forbess~~ Erin Rock
Title: ~~Director of Finance and Administration~~ Chief of Staff
Date: 2-20-17

By: 
Name: LINDA JACOBS
Title: DIRECTOR, STG and RLC
Date: 2/3/17

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-10
Fee Schedule Amendment - Airport/Planning and Conservation

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-10 at First Reading.

SYNOPSIS: With the development of the annual City budget, all departments are required to evaluate the fees charged for each of our services. The City sets the fees based on the cost to provide the services and facility rentals.

Prior to enactment of the Ordinance 2019-20 on September 17, 2019, City staff evaluated all of the proposed fees and charges and recommended amendments to cover the operational and debt service costs to provide each of the programs and services.

Since the Master Fee Schedule was amended in September, staff has discovered needed modifications in the Airport and Planning & Conservation Department fees.

The Airport has completed the installation of a long-term vehicle parking lot at the Airport Terminal, and recommends revision of fees associated with the permitting and use of this parking lot. The Airport Advisory Commission reviewed the proposed fees during its meeting on February 13, 2020, and unanimously recommended approval of the proposed fee revisions related to the Airport Long-Term Parking Lot as outlined within the included Fee Schedule.

The Planning & Conservation Department Fee Schedule has been updated based on City Commission direction for tree modifications.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-10 at First Reading.

Kelly Gibson, AICP, Planning Director	3/16/2020
Nathan Coyle, Airport Director	3/16/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

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

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2020-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT AND PLANNING & CONSERVATION DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, upon enactment of Ordinance 2019-20 (the annual Master Fee Schedule) on September 17, 2019, staff discovered needed modifications in the fees for the Airport and Planning & Conservation Department; and

WHEREAS, the Airport Fee Schedule has been amended to include fees related to the Airport Long-Term Parking Lot; and

WHEREAS, the Planning & Conservation Fee Schedule has been amended to include fees related to tree modifications.

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

SECTION 1. The City Commission hereby approves the amended Airport and Planning & Conservation Department Fee Schedules for Fiscal Year 2019/2020, attached hereto as Exhibit "A."

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this 5th day of May, 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

AIRPORT

Ground Lease Rental Rate (annually)

Aeronautical

North Area unimproved land with utilities available
North Area improved land, site ready with utilities available
East Area unimproved land with utilities available
East Area improved land with utilities available
East Area improved land to include taxi lane/roadway and utilities available

Current Fee:

\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.25 Per Square Foot (Annually)

Proposed Fee:

\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.20 Per Square Foot (Annually)
\$0.22 Per Square Foot (Annually)
\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available
North or East Area improved land with utilities available

\$0.30 Per Square Foot (Annually)
\$0.35 Per Square Foot (Annually)

\$0.30 Per Square Foot (Annually)
\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space
Professional Office Space

As Negotiated
As Negotiated

As Negotiated
As Negotiated

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)		
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)		
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated	Facility Rent Charge or as negotiated
Sublease to FBO		
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated	As negotiated
Sublease to SASO by leasehold SASO		
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory		
This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr

Current Fee:		Proposed Fee:
Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport		
Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client		
Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*	\$50.00/yr*
NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.		NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance	\$20.00/day or \$10.00 per side+	\$20.00/day or \$10.00 per side+
Special Use Permit (non based aircraft)		
Banner Pickup	\$300.00/yr*	\$300.00/yr*
Flight Training or other non-transit commercial use	\$300.00/yr*	\$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days)	\$135.00	\$135.00
Balloon/Blimp Mooring – Each Additional Day	\$25.00	\$25.00
NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses		
Ultralight Aircraft Permit		
Registration and Facility Use Permit	\$125.00/Year	\$125.00/Year
Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)		
	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.
Single engine/helicopter	"	"
Multi-engine	"	"
Light Turbine Aircraft	"	"
Light Turbine Aircraft	"	"
Heavy Turbine Aircraft	"	"
Overnight parking, single engine/helicopter/multi-engine	"	"
Overnight parking turbine aircraft	"	"
Aircraft Daily/Monthly Bulk Hangar Rates		
Overnight Bulk Hangar Single Engine Less than 40' Wingspan	\$30.00	\$30.00
Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan	\$65.00	\$65.00
Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine	\$100.00	\$100.00
Monthly Bulk Hangar Single Engine Less than 40' Wingspan	\$250.00	\$250.00
Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan	\$325.00	\$325.00
Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine	\$500.00	\$500.00
Note: Monthly Bulk Hangar rates CPI adjust in accordance with rental agreements.		

Vehicle Parking/Storage Fee	
Parking in the Airport long term parking lot (paved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking up to 30 days. Any personal vehicle parking 30 consecutive days or longer requires registering with Airport Director and a pre-pay charge of \$70 for each additional month or less and must be aviation user related. NOTE: storage/long term parking not permitted within airport perimeter fence.	Parking in the Airport Long Term Parking Lot (Gravel Lot East of Airport Terminal) is authorized by permit only at a pre-paid fee of \$60.00 per month or \$5.00 per day. Unpermitted vehicles utilizing the parking lot may be towed at the owner's expense.
Short term parking of vehicles such as RVs, campers, trailers, large trucks, etc. in the Airport long term parking lot (paved parking lot) for a use related to aviation may be permitted for up to 15 days with registering with Airport Manager and a pre-pay charge of \$60. Longer term parking not to exceed a maximum of five months MAY be permitted with registering and pre-pay charge of \$125 for each month or less. NOTE: storage/long term parking not permitted within airport perimeter fence.	Short term parking of vehicles for a period of up to 5 days within the Airport Terminal Daily Lot is authorized at no charge by permit only and parking of the vehicle must be related to aviation use. Parking in the Airport Terminal Daily Lot is at no charge for personal vhcile parking not exceeding 24 consecutive hours. Unpermitted vehicles parking longer than 24 consecutive hours in the Airport Terminal Daily Lot may be towed at the owner's expense.
Parking in the Airport daily parking lot (unpaved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking to not exceed 24 consecutive hours. Use of the long term parking lot is required to park longer than 24 hours.	

NOTE: improperly parked vehicles will be subject to tow at owner’s expense.

Terminal Observation Deck (Max Capacity - 115 Individuals)		Terminal Observation Deck (Max Capacity - 115 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max	\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max

Current Fee:		Proposed Fee:	
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Terminal Conference Room (Max Capacity - 46 Individuals)		Terminal Conference Room (Max Capacity - 46 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day	\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Building	Monthly Rent/Unit (Pre-Tax)	Building	Monthly Rent/Unit (Pre-Tax)
Building 1	\$300.00/Month	Building 1	\$300.00/Month
Building 2	\$300.00/Month	Building 2	\$300.00/Month
Building 3	\$300.00/Month	Building 3	\$300.00/Month
Building 4	\$300.00/Month	Building 4	\$300.00/Month
Building 5	\$300.00/Month	Building 5	\$300.00/Month
Building 6	\$300.00/Month	Building 6	\$300.00/Month
Building 7 Units Without Additional Space	\$300.00/Month	Building 7 Units Without Additional Space	\$300.00/Month
Building 8 Units Without Additional Space	\$400.00/Month	Building 8 Units Without Additional Space	\$400.00/Month
Building 9	\$575.00/Month	Building 9	\$575.00/Month
Buildings 1 - 7 Units With Additional Space	\$335.00/Month	Buildings 1 - 7 Units With Additional Space	\$335.00/Month
Building 8 Units With Additional Space	\$435.00/Month	Building 8 Units With Additional Space	\$435.00/Month
Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot	Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot
Storage Units A & G	\$12.00 Annual Rent/Square Foot	Storage Units A & G	\$12.00 Annual Rent/Square Foot
*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.		*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.	

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

PLANNING & CONSERVATION

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Board of Adjustment</u>		
Administrative Appeal	\$450.00	\$450.00
Variance - Residential	\$850.00	\$850.00
Variance - Non-Residential	\$1,000.00	\$1,000.00
<u>Historic District Council</u>		
Certificate of Approval: Staff	\$20.00	\$20.00
Certificate of Approval Board - Residential	\$200.00	\$200.00
Certificate of Approval Board - Commercial	\$250.00	\$250.00
Demolition of Primary Structure - Non-Contributing	\$300.00	\$300.00
Demolition of Primary Structure - Contributing	\$1,200.00	\$1,200.00
Variance - Residential	\$850.00	\$850.00
Variance - Non-Residential	\$1,000.00	\$1,000.00
After-the-fact approval for Board C.O.A.	\$1,000.00	\$1,000.00
After-the-fact approval for Staff C.O.A.	\$80.00	\$80.00
Newsrack Fee (New Location)	\$15.00	\$15.00
Newsrack Fee (Annual Renewal)	\$15.00	\$15.00
<u>Planning Advisory Board</u>		
Large Scale Future Land Use Map Amendment	\$2,000.00	\$2,000.00
Small Scale Future Land Use Map Amendment	\$1,000.00	\$1,000.00
Comprehensive Plan Text Amendment	\$1,700.00	\$1,700.00
Change of Zoning Designation: Large Scale	\$2,000.00	\$2,000.00
Change of Zoning Designation: Small Scale	\$1,000.00	\$1,000.00
Change of Use Determination Letter	\$50.00	\$50.00
Land Development Code Text Amendment	\$1,000.00	\$1,000.00
Water/ Sewer Agreement	\$300.00	\$300.00
Voluntary Annexation	\$1,500.00	\$1,500.00
Development of Regional Impact: Amend Development Order		
Re-Plat / Preliminary Plat (less than 20 units)	\$1,000.00	\$1,000.00
Re-Plat / Preliminary Plat (20+ units)	\$1,600.00	\$1,600.00
Re-Plat / Final Plat	\$850.00	\$850.00
Vacate/ Open Public right-of-way	\$1,700.00	\$1,700.00
New Telecommunications Structure	\$2,000.00	\$2,000.00
Collocation or Modification of Existing Structure	\$1,000.00	\$1,000.00
Small Cell outside ROW (per application)	\$500.00	\$500.00
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$400.00	\$400.00
<u>Technical Review Committee</u>		
TRC Engineering Review (consultant hourly rate)	\$125.00	\$125.00
TRC Staff Review Application Fee:	No fee for Pre-application submittals	No fee for Pre-application submittals
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project construction cost (maximum \$3,000.00)	\$400.00 + 2% of project construction cost (maximum \$3,000.00)
3 rd and subsequent resubmittals	\$400.00 each	\$400.00 each
<u>Site Infrastructure Permit</u>		
First \$1,000 of job cost	\$160.00	\$160.00
Plus for each additional \$1,000 of job cost	\$14.00	\$14.00
Tree Protection and Site Inspection Fee	\$25.00	\$25.00
<u>Tree Removal Permit Fees</u>		
<u>Fees:</u>		
Base Fee, up to 3 trees	\$300.00	\$300.00
Each Additional Tree	\$85.00	\$85.00
<u>Tree Inspection Fee: Residential- Single Lot</u>		<u>\$150.00</u>
<u>Tree Inspection Fee: Subdivision, Mixed Use, Non-Residential</u>		<u>\$600.00</u>
Maximum Fee (less than 5 acres)	\$15,000.00	\$15,000.00
Maximum Fee (greater than 5 acres)	\$30,000.00	\$30,000.00
<u>In Lieu Fee</u>	<u>\$85 per inch (based on planting a 3" tree — \$255) \$400/Tree</u>	
<u>Zoning Review Permit</u>		
Non-structural fence	\$50.00	\$50.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-aluminum)	\$100.00 (all others require General Building Permit + fees)	\$100.00 (all others require General Building Permit + fees)
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$100.00 (all others require General Building Permit + fees)	\$100.00 (all others require General Building Permit + fees)
After-the-Fact Zoning Permit	\$200.00	\$200.00
<u>Administrative</u>		
Plan Review (as connected to issuance of building permits)	\$100.00	\$100.00
Expedited Plan Review - as connected to issuance of building permits (5 business days)	\$300.00	\$300.00
DEP Letter plus 1 Revision	\$100.00	\$100.00
DEP Letter – 2nd and later Revisions	\$25.00	\$25.00
Zoning sign off for alcoholic beverage license	\$25.00	\$25.00
Zoning Certification Letter	\$75.00	\$75.00
Due Diligence Letter	\$250.00	\$250.00
Minor Subdivision/ Lot Line Adjustment	\$400.00	\$400.00
Context Sensitive Review Determination	\$400.00	\$400.00
NSF Check Fee (up to)	\$40.00	\$40.00
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	\$25.00
Land Development Code	\$35.00	\$35.00
CRA Design Guidelines	\$25.00	\$25.00
Design Guidelines for Downtown or Old Town	\$25.00	\$25.00
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	\$25.00 flat fee + cost of copies
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	\$2.00
Map: 11 x 17	\$5.00	\$5.00
Map: 17 x 22 (black and white only)	\$10.00	\$10.00
Map: 24 x 36 (black and white only)	\$20.00	\$20.00
Map: 34 x 42 (black and white only)	\$40.00	\$40.00
Additional Map copies	1/2 Price	1/2 Price
SHAPE Files	\$35.00	\$35.00
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$400.00	\$400.00
Administrative Waiver (Tree Protection)	\$25.00	\$25.00
	*Replace with code requirement to obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.	*Replace with code requirement to obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.
Amendment to Development Order	1/2 of original application fee	1/2 of original application fee
Planning/Zoning Construction Plan Review	\$150.00	\$150.00
Parking in Lieu Fee (surface space)*payment to be made at time of building permit issuance	\$2,000.00	\$2,000.00
Parking in Lieu Fee (structured space)*payment to be made at time of building permit issuance	\$9,000.00	\$9,000.00
<u>Temporary Use</u>		
As provided in LDC Section 5.02.00		
Seasonal Sales	\$100.00	\$100.00
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	\$25.00
Construction Trailer / Model Home / Sales Office	\$100.00	\$100.00
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$100.00 + \$35.00 + \$25.00	\$100.00 + \$35.00 + \$25.00
<u>Signs</u>		
Value of sign:		
\$0-\$100.00	\$60.00	\$60.00
\$101.00-\$500.00	\$70.00	\$70.00
\$501.00-\$1,000.00	\$80.00	\$80.00
plus for each \$1,000.00	\$7.00	\$7.00
30-Day Temporary Banner	\$30.00	\$30.00
Pickup of Illegal Signs	\$25.00	\$25.00
Centre Street Directional Sign	\$20.00	\$20.00

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-11
Land Development Code Amendment - Tree Protection

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-11 at First Reading.

SYNOPSIS: The proposed Land Development Code amendments serve to provide updates to the City's established tree protection requirements. These efforts are undertaken to address the City Commission established goal to increase its tree canopy by 5% by 2024 and to consider penalty fees in addition to restoration plan requirements.

Finally, this effort serves to address much needed direction for oversight and enforcement of the City's tree protection provisions. The revisions proposed were not contemplated as part of a major review process, instead they serve to address specific needs. Staff recommends approval of the requested amendments as proposed.

FISCAL IMPACT: Revisions to the Master Fee Schedule (included in a separate Ordinance) will account for increased tree fee-in-lieu-of-planting and to establish an increased inspection cost for obtaining additional services of a certified arborist. This proposed Ordinance establishes a separate penalty fee for tree removal.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-11 at First Reading.

Kelly Gibson, AICP, Planning Director	3/16/2020
Nicole Bednar, Administrative Services Manager	3/19/2020
Dale L. Martin, City Manager	3/19/2020
Pauline Testagrose, Comptroller	3/19/2020
Tammi E. Bach, City Attorney	3/25/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2020-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 4.05.14 (TREE PROTECTION REQUIREMENTS); SECTION 11.08.04 (SPECIFIC PENALTIES FOR VIOLATION OF TREE PERMIT REQUIREMENTS) AND SECTION 10.03.00 (ADMINISTRATIVE WAIVERS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment to update the established tree protection standards, address the City Commission goal to increase tree canopy, establish direction for enforcement, and provide penalty fees for violations; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, February 12, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on January 29, 2020.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Sections 4.05.14, 11.08.04, and 10.03.00 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 5th day of May, 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 2020-11
EXHIBIT “A”

4.05.14 TREE PROTECTION REQUIREMENTS

A. Intent:

The intent of this section is to provide standards and regulations to ensure a minimum number of trees on any lot or parcel, protect and preserve native tree species, protect and preserve the natural landscape, foster and encourage maintenance of natural vegetation, and minimize loss of trees to development. It is the intent of the City that:

1. There shall be no net loss of canopy within the City;
2. Preservation of the City’s existing canopy is achieved by managing the impact of development and preventing unreasonable or unnecessary damage to the community’s existing native tree canopy and vegetative understory;
3. The diversity of tree species indigenous to Amelia Island shall be maintained;
4. Existing mature growth native trees important to the City’s tree canopy are protected and maintained to the fullest extent possible;
5. Structures and all impervious surfaces will be placed in such a way as to protect the survivability and substantial growth of the healthiest shade trees on the property;
6. The natural environment is preserved, enhanced, and restored through the protection and establishment of native trees and existing natural systems for the enjoyment of present and future populations;
7. Achieving greater energy conservation by maximizing the shading and cooling effects of existing native, healthy trees and native replacement trees;
8. The health and well-being of Fernandina Beach residents and visitors is protected by providing shade and otherwise moderating potential dangerous summer temperatures; and
9. The unique aesthetic character of the City is preserved, enhanced, or restored.

B. Permitting Requirements:

Protected Trees are any existing, healthy tree having a five (5) inch DBH, or greater and not identified on the most recent Florida Exotic Pest Plant Council Invasive Plant list (Category I or II). Tree removal permits are required for the removal of any protected tree, except as set forth below. There shall be three categories of exemptions or partial exemptions, as follows:

1. *Exemption from permit, permit fee and replacement requirements:*

- a. Trees and landscaping specifically grown as landscape material for resale by duly approved and licensed plant nurseries and botanical gardens.
- b. Damaged or hazardous trees during and for a one (1) month period following a declared disaster.
- c. Minor maintenance activities such as removal of sucker growth, water sprouts, and overhanging branches on mature trees. All work shall be performed in compliance with the current ISA Arborist standards and best practices.

2. *Exemption from fee and replacement requirements.*

A permit shall be required for removal of the following trees, however, removal of these shall be exempt from the permit fee and replacement and replacement plan requirements of this article as follows unless the removal of such tree results in the property not achieving the City’s minimum landscape standards as specified in LDC Sections 4.05.05:

- a. Any tree other than a protected or heritage tree;
 - b. Trees damaged by disease, fire, windstorm, lightning, insect infestation or other acts of nature, which pose an imminent danger to life, property or other protected trees; The administrative official may require a written certification of the need to remove such a tree or trees, at the property owner's expense, from an ISA certified Arborist prior to authorizing such a removal.
 - c. Removal of trees (thinning) within a forested area in order to reduce overcrowding and competition and to promote the health, growth, and resistance to stress may be permitted only when accompanied by written certification of the need to remove such tree(s) at the property owner's expense, from an ISA certified Arborist prior to authorizing such removal.
 - d. Major and minor maintenance of trees located adjacent to utility lines; and
 - e. Removal of trees by the City on City rights of way.
 - f. The tree prevents access to a lot and no feasible alternative access points exist.
3. *Partial Exemptions from replacement requirements for site development.*

A permit and permit fee shall be required for removal of protected trees for purposes of site development provided that mitigation requirements have been met through either on-site retention of existing healthy native trees or through the planting of replacement trees required as follows:

- a. For one- and two-family residential properties:
~~Eighty percent (80%)~~ **Fifty percent (50%)** of the total DBH of the protected trees shall be exempt from replacement. Replacement of ~~twenty percent (20%)~~ **fifty percent (50%)** of the total DBH of the protected trees located within the area of the building footprint, or within five (5) feet thereof, to be constructed on the property, when such improvements have been authorized by a duly approved and issued building permit shall be required.
- b. For affordable housing units, the City Manager or designee is authorized to issue an administrative waiver pursuant to the procedures set forth in Chapter 10.
- c. For non-residential and mixed use or multi-family residential properties:
~~Seventy-five percent (75%)~~ **Fifty percent (50%)** of the total DBH of the protected trees shall be exempt from replacement. Replacement of ~~twenty-five percent (25%)~~ **fifty percent (50%)** of the total DBH of protected trees located within the area of the impervious improvements, or within five (5) feet thereof, to be constructed on the property, when such improvements have been authorized by a duly approved and issued building permit shall be required.

STAFF NOTES: A change to the "fee in lieu" for tree replacement needs to be made in the City's Fee Schedule to reflect current cost estimates. It is recommended that the fee be increased from \$255 to \$400.

C. Tree Survey or Inventory:

All protected trees shall be shown on a tree survey or a tree inventory prepared by a certified arborist, submitted with an application for a tree removal permit or with an application for development approval as set forth in Chapter 11.

D. Replacement trees Requirements:

1. When authorization has been granted to remove protected trees, replacement trees shall be planted. The combined DBH of replacement trees shall equal or exceed the combined DBH of trees authorized for removal subject to any preservation credits available from the retention of protected trees on the site. Preservation credits are set forth in Section 4.05.14 (E)(5).
2. Replacement trees shall meet the standards set forth in Section 4.05.03, and shall be balled and burlapped or container-grown.

3. Protected trees authorized for removal may be relocated to locations compliant with the specifications set forth in Section 4.05.03 and approved by the City Manager or designee.
4. An applicant shall be permitted to pay a fee to the City Tree Replacement Fund for up to fifty (50) percent of the cumulative DBH of protected trees removed, less the credits accumulated from preservation of trees on the site. The fee will be set by resolution of the City Commission and will be based on the average cost for the City to replace the tree with the same species, excluding invasive species, the fiscal year in which the permit is issued.

1. ~~Preservation Credits: On-site retention of native, healthy trees shall receive benefit of tree preservation credits to reduce the overall tree replacement requirements as follows:~~

a. ~~Trees equaling 8" – 13" shall receive a 1.5x credit~~

b. ~~Trees equaling 14" – 20" shall receive a 2x credit~~

c. ~~Trees equaling 20" – 24" or greater shall receive a 3x 2x credit.~~

2. ~~In order to qualify for on-site tree preservation credits, each tree proposed for retention must be evaluated by a certified arborist to ensure that the tree is healthy and compatible with the proposed development of the site.~~

3. ~~These credits shall only be applied towards tree replacement requirements created by the removal of protected trees as set forth in 4.05.14(B) (3). These credits may be transferred only on unified multiple lot developments.~~

4. ~~Preservation credits for the total DBH of protected trees retained on the site will be applied during the review of the replacement plan.~~

E. Protection of Trees During Development Activities:

1. Protective measures are required during site development in order to assure the health and survival of protected trees. Storage of construction materials or fill dirt is expressly prohibited within the tree protection area.

Protective measures are required to avoid:

- a. Mechanical injuries to roots, trunk, and branches;
- b. Injuries by chemical poisoning;
- c. Injuries by grade changes;
- d. Injuries by excavations; and
- e. Injuries by paving.

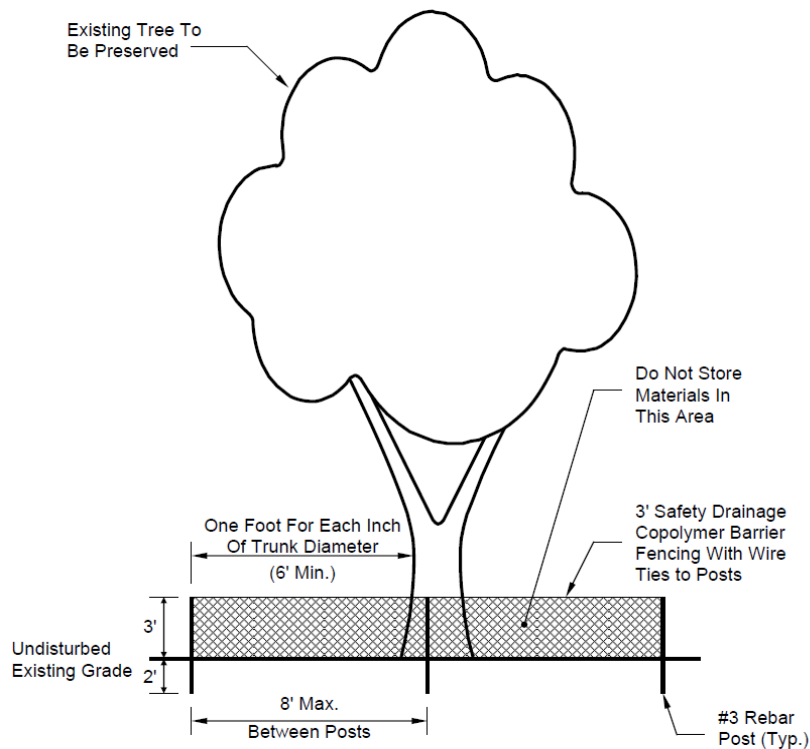
2. A tree protection zone shall be established around each protected tree(s) as follows:

- a. If the drip line is less than six (6) feet from the trunk of the tree, the zone shall be that area within a radius of six (6) feet around the tree.
- b. If the drip line is more than six (6) feet from the trunk of the tree, but less than twenty (20) feet, the zone shall be that area within a radius of the full drip line around the tree.
- c. If the drip line is twenty (20) feet or more from the trunk of the tree, the zone shall be that area within a radius of twenty (20) feet around the tree.
- d. Prior to commencement of construction, the tree protection area shall be enclosed and installed as required in the detail provided and described herein. An approved inspection of the tree protection area by a Certified Arborist, contracted to and selected and managed by the City, must be completed prior to all site clearing activity. For all subdivision projects and non-residential projects, a Certified Arborist is required to be present for clearing activities and must provide an affidavit attesting to compliance of tree removal permits and installation of protective fencing once clearing activities are complete.

NOTES: STAFF WILL DEVELOP A PRE-QUALIFIED LIST OF ARBORISTS TO ASSIST WITH SCHEDULING AND FEE SCHEDULE MODIFIED TO RECOUPATE COSTS ASSOCAITED WITH THE ACTIVITY.

The tree protection barricade shall be at least three (3) feet tall. The barrier shall consist of either a wood fence with 2x4 posts placed at a maximum of eight (8) feet apart, with a 2x4 minimum top rail, or a temporary wire mesh fence, chain link or other similar barrier which limits access to the protected area. The fence must remain in place through the duration of construction activities. Beyond the dripline of the canopy, a 3" mulch bed shall be established to avoid compaction from heavy machinery. Trenching close to a preserved tree on-site must be done by hand or air spading only. Preserved trees that may have root impacts resulting from the surrounding development shall be handled through hand cut root pruning practices only. Root ripping equipment is not permitted.

- e. An exception shall be granted if the required protection zone prohibits access to the site. Consultation with a certified arborist is required to determine a proper access plan and provide measures to ensure protection of the tree during construction activities.



Example:

3. All development activities, except those specifically permitted by Section 4.05.14(F)(4), shall be prohibited within the tree protection zone, including any construction of buildings, structures, paving surfaces, stormwater retention or detention ponds, and temporary construction activities, including all digging, storage of construction material, and parking of construction vehicles.
4. Permitted activities within the tree protection zone:
 - a. Excavating or trenching by utilities service providers for installation of underground utilities. Underground utilities shall be no closer to the tree than ten (10) feet.
 - b. Placement of sod or other ground covers, and the preparation of the ground surface for such covers.
5. The root systems of protected trees shall be preserved when installing fences and walls. Postholes and trenches located close to trees shall be dug and adjusted as necessary to avoid

damage to major roots. Continuous footers for masonry walls shall be ended at the point larger roots are encountered and the roots bridged.

6. In order to control air and water pollution from dust from traveling across the landscape, a detailed and site specific plan for dust control measures is required. Control measures may include, but are not limited to: sprinkling or irrigation, vegetative cover, mulch, wind breaks, or soil treatments.

G. Abused Trees:

Abused trees shall not be counted toward fulfilling tree replacement or preservation requirements. The City may require the abused trees to be replaced and are subject to penalties provided for in LDC section 11.08.04. A tree shall be considered abused if one (1) or more the following actions have taken place:

1. Significant damage has been inflicted upon any part of a tree, including the root system by machinery, storage of materials, soil compaction, excavation, vehicle accidents, chemical application, or change to the natural grade;
2. Damage inflicted to or cutting upon a tree which causes infection or pest infestation;
3. Pruning any tree to permanently reduce the function of the tree or cause it to go into shock;
4. Pruning a tree to destroy its natural shape;
5. Hatracking;
6. Removal of bark which is detrimental to the tree;
7. Tears and splitting of limb ends or peeling and stripping of bark;
8. Use of climbing spikes, or cutting into the tree for the purposes of climbing on any species of tree for any purpose other than total removal, except as the same may be required to comply with federal, state or local laws and regulations, including, but not limited to, the Occupational Safety and Health Act; and
9. Girdling a tree with the use of wires (e.g., use of weed eater, mower damage, or improper cabling around branches).

11.08.04 Specific Penalties for Violation of Tree Permit Requirements

- A. When unauthorized removal of trees has occurred, the owner shall submit **finest and** a restoration plan within thirty (30) days after being cited for the violation.

A. Individual residential property owner(s) of a single lot of record will be fined **\$1,000** for the first unauthorized tree removal violation and subject to additional fines as provided in Table 11.08.04 and required to comply with restoration planting criteria. Multi-family, subdivisions, mixed use, and non-residential landowner(s) will be fined **\$5,000** for the first unauthorized tree removal violation and subject to additional fines as provided in Table 11.08.04 and required to comply with restoration planting criteria.

Table 11.08.04 Fines for Unauthorized Tree Removal (2 or More)

Size of Tree Removed (DBH)	Fine Amount Per Tree
6-17"	\$1,000
18-25"	\$5,000
26-35"	\$15,000

36" DBH and above	\$20,000
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***Green Highlight = Proposed Fine Amounts**

- B. **In addition to fines, an approved restoration plan is required for all unauthorized tree removal which shall** replace, "one for one" (one (1) inch for every inch of DBH), any and all trees that are removed without authorization. No preservation credits shall be applicable for the unauthorized removal of trees. Failure to submit a restoration plan within thirty (30) days shall result in a double fine. In the event that an insufficient trunk of the removed tree exists to determine replacement requirements, including the size and number of required replacement trees, these facts shall be determined by the City Manager based upon any available information, including photographs or a survey of trees of the same species existing within the City. In making such determinations, the opinion of the City Manager shall control. If the City Manager cannot determine with reasonable certainty the number of protected trees removed, the violation shall be corrected by paying a civil fine of up to one dollar (\$1.00) per square foot of land cleared. All amounts received by the City pursuant to this section shall be deposited in the Tree Replacement Fund.
- A. In evaluating a proposed restoration plan, the City shall consider the following:
1. The cross-sectional area of trunk(s) removed;
 2. The specific aesthetic character of the tree removed;
 3. Any special function the tree carried out as a screen or buffer;
 4. Amount of other trees preserved on the site, and the opportunities for planting additional trees;
 5. Any short-term or long-term negative environmental impacts from the unauthorized tree removal, including, but not limited to, erosion, siltation, impacts on listed plant and/or animal species, water circulation patterns, water quality standards, and floodplain capacity or conveyance (including, but not limited to, swales or overland sheet flow, where pertinent).
- B. The City Manager shall review the proposed restoration plan. The City Manager may require any bonding or other guarantees deemed necessary to insure the performance and completion of the restoration plan, and/or the maintenance and survival of the implemented restoration plan. If a bond is required, the bond amount shall be one dollar (\$1.00) for every square foot of land cleared in violation of this section, or \$~~12,500~~ **\$50,000** if a heritage tree has been removed.
- C. The City Manager shall, within 30 days of submission of a restoration plan, either:
1. Approve the restoration plan after rendering a finding that implementation of the restoration plan, will ensure restoration of the quality and screening functions

previously provided on site, according to the criteria set forth herein by the removed or otherwise destroyed trees; or

2. Deny the restoration plan and levy appropriate fines based on a finding that said restoration plan, upon implementation, cannot restore the quality and screening functions previously provided by the removed or otherwise destroyed trees; or
3. Deny said plan and inform the owner or developer of what the City requires in order to approve said restoration plan. Such plans shall be resubmitted within thirty (30) days of the denial. Failure to resubmit or appeal within this time period shall subject the property owner to a fine of \$100.00 per day.

D. If the City Manager determines that implementation of a restoration plan cannot replace the quality and screening functions of the trees removed or otherwise destroyed then the City Manager may assess the following fines for the unauthorized removal of trees in addition to any other fines required pursuant to other City ordinances or by state or federal rules and laws:

1. ~~\$125.00~~ ~~\$500.00~~ per inch DBH for each tree removed that was not located in a designated wetland, coastal upland protection zone, approved upland landscaped buffer areas or conservation easement, tract or similarly designated area; and
 2. ~~\$250.00~~ ~~\$1,000.00~~ per inch DBH for each tree removed that was located within a designated wetlands, coastal upland protection zone, approved landscape buffer areas or conservation easement, tract or similarly designated area. This shall include landscape buffer areas previously required as part of an approved landscape plan or other development plan or order, upland buffers around wetlands and habitat or riparian protection zones; and
 3. ~~\$12,500.00~~ ~~\$50,000~~ for each heritage tree removed.
- E. No further City permits for the subject property or project shall be issued or inspections provided until all violations of this article are corrected or a restoration plan has been accepted by the City Manager. The building official or designee, may issue a stop work order to any person, firm, owner, contractor, or agent performing construction who violates or fails to comply with any provision of the City's tree protection ordinance. No certificate of occupancy shall be granted unless and until the restoration plan is implemented or a performance bond satisfactory to the City and its attorney is submitted and approved by the City.

10.03.00 ADMINISTRATIVE WAIVERS

10.03.01 Authority and Limitations

The City Manager is authorized to reduce specific site design and development standards of this LDC where the intent of the LDC can be achieved and equal performance obtained by granting a waiver. The authority to grant a waiver shall be limited to the following:

A. A reduction in the minimum front, side, or rear yard setbacks for a single lot, provided the following standards are met:

1. The reduction is necessary in order to implement tree protection standards of this LDC; and

2. The reduction is limited to a maximum of ten (10) percent of the minimum standard development.

NOTES: PAB recommends the City Commission consider fee waiver for variances sought to deviate from site design requirements to protect trees.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Non-Essential Spending and Non-Essential Projects

ITEM TYPE: Discussion

REQUESTED ACTION:

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

In response to the economic and social ramifications of the COVID-19 (coronavirus) crisis, the City should begin to be proactive in the judicious use of taxpayer resources going forward and in budget preparations for 2020-2021.

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 3/19/2020

Dale L. Martin, City Manager 3/26/2020

Date: March 19, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Caroline Best

From: Mike Lednovich
Sent: Wednesday, March 18, 2020 8:29 AM
To: Mr. Dale L. Martin
Cc: Tammi E. Bach; Caroline Best
Subject: Next City Commission agenda Non Essential spending

Dale: Please place Non Essential Spending & Projects on the next City Commission meeting agenda (I'm assuming April 7th) for discussion and possible action by the City Commission. As stated in my previous email, the economic and social ramifications as a result of the coronavirus crisis on the City/Island likely will be dramatic and long term. My belief is that the City should begin to be proactive in the judicious use of taxpayer resources going forward and in budget preparations for 2020-2021. Can we have recommendations from you and City Department Heads on belt tightening measures to enact in anticipation of a significant economic downturn and subsequent recovery period for the Commission's consideration? Thanks, Mike Mike Lednovich, City Commissioner

Mike Lednovich
Commissioner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 502-0650 | mlednovich@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.

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