



AGENDA
FERNANDINA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
MAY 5, 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).

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation provided by Reverend Dr. Mark Charles of Memorial United Methodist Church.

4. PROCLAMATIONS

4.1 **PROCLAMATION - "PEACE OFFICERS MEMORIAL DAY" AND "NATIONAL POLICE WEEK"** - Proclaims May 15, 2020, as "Peace Officers Memorial Day" and the week of May 10, 2020, as "National Police Week."

4.2 **PROCLAMATION - AMELIA ISLAND BEACH AND MARINE LIFE CONSERVANCY AMBASSADORS** - Recognizes the Amelia Island Beach and Marine Life Conservancy Beach Ambassadors for their environmental stewardship.

5. PUBLIC COMMENT *Due to the continuing effects of the public health emergency, all designated public comments received by the City Manager (dmartin@fbfl.org) following the April 28 publication of the City Commission Regular Meeting Agenda on May 5 will be presented electronically to the City Commissioners at 5:00 PM, May 5, for review and inclusion into the formal record of the City Commission meeting.*

6. CONSENT AGENDA

6.1 **HISTORIC PRESERVATION TAX EXEMPTION EXTENSION - 332 N. 3RD STREET - RESOLUTION 2020-58 APPROVING AN EXTENSION FOR HISTORIC TAX CREDITS FOR THE PROPERTY LOCATED AT 322 NORTH 3RD STREET; AUTHORIZING EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Extends the historic property tax credit for the property at 332 N. 3rd Street through August 1, 2020.*

- 6.2 **AGREEMENT APPROVAL – FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2020-59** APPROVING REIMBURSEMENT OF FUNDS FROM THE STATE HIGHWAY LIGHTING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves reimbursement of funds from the State Highway Lighting Agreement between the City of Fernandina Beach and FDOT.*
- 6.3 **CHANGE ORDER APPROVAL - DUNMAR GROUP, INC. - RESOLUTION 2020-60** APPROVING CHANGE ORDER #1 WITH DUNMAR GROUP, INC. FOR ADDITIONAL WORK RELATING TO THE AREA 1 DRAINAGE PROJECT ON NORTH 15TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Change Order #1 with Dunmar Group, Inc. in the amount by \$1,800 for additional work relating to the Area 1 Drainage Project on North 15th Street.*
- 6.4 **VOLUNTARY ANNEXATION AGREEMENT - 745 MAGNOLIA LANE - RESOLUTION 2020-61** APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON 745 MAGNOLIA LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located at 745 Magnolia Lane. Also approves the Voluntary Annexation Petition.*

7. RESOLUTIONS

- 7.1 **WORK ORDER 20-91 - PASSERO ASSOCIATES, LLC - RESOLUTION 2020-62** APPROVING WORK ORDER 20-91 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND BID SUPPORT SERVICES FOR CONSTRUCTION OF NEW T-HANGAR UNITS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT, AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Work Order 20-91 with Passero Associates, LLC, in the amount of \$89,200.00, to provide T-Hangar Design and Bid Support Services at the Fernandina Beach Municipal Airport.*
- 7.2 **WORK ORDER 20-92 - PASSERO ASSOCIATES, LLC - RESOLUTION 2020-63** APPROVING WORK ORDER 20-92 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND ENVIRONMENTAL PERMITTING SUPPORT SERVICES RELATED TO THE AMELIA RIVERFRONT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Work Order 20-92 with Passero Associates, LLC, in the amount of \$106,500, to provide design and environmental permitting support services related to the Amelia Riverfront resiliency, stabilization and living shoreline from southeast corner of parking lot D to Atlantic Seafood.*
- 7.3 **WORK ORDER 20-93 - PASSERO ASSOCIATES, LLC - RESOLUTION 2020-64** APPROVING WORK ORDER 20-93 WITH PASSERO ASSOCIATES, LLC TO PROVIDE A WATERFRONT STABILIZATION ANALYSIS AND BUILDING CONDITION ASSESSMENT OF BRETT'S WATERWAY CAFÉ; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Work Order 20-93 with Passero Associates, LLC, in the amount of \$102,000 to complete a waterfront stabilization analysis and building condition assessment of Brett's Waterway Café.*
- 7.4 **INTERLOCAL AGREEMENT - NASSAU COUNTY PROPERTY APPRAISER - RESOLUTION 2020-65** ESTABLISHING A CONTINUED INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY PROPERTY APPRAISER FOR SHARED SERVICES IN GEOGRAPHICAL INFORMATION SYSTEMS (GIS); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves an interlocal*

agreement with the Nassau County Property Appraiser supporting shared services for GIS.

- 7.5 **OPTION AGREEMENT FOR SALE AND PURCHASE - JR HOLDINGS** - RESOLUTION 2020-66 APPROVING TWO OPTION AGREEMENTS FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND ADJACENT TO THE EGANS CREEK GREENWAY ON THE EAST FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Option Agreement for Sale and Purchase for the purchase price of \$400,000 with JR Holdings for the acquisition of land near Egans Creek Greenway for conservation.*
- 7.6 **BUDGET AMENDMENTS - FIRE DEPARTMENT** - RESOLUTION 2020-67 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer from the Fire Improvements account (\$25,000), the Fire Communications–Internet account (\$4,555), and the General Fund Contingency account (\$11,000), to the Fire Machinery and Equipment account (\$40,555) for costs associated with the purchase of a Decontamination System and Polaris Ranger.*
- 7.7 **PROPOSAL ACCEPTANCE - JONES EDMUNDS AND ASSOCIATES, INC.** - RESOLUTION 2020-68 ACCEPTING THE PROPOSAL FROM JONES EDMUNDS AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$60,000 FOR THE PREPARATION OF THE RESIDENTIAL LOW IMPACT DEVELOPMENT MANUAL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the proposal from Jones Edmunds and Associates, Inc. in an amount not to exceed \$60,000 for the preparation of the Residential Low Impact Development Manual.*
- 7.8 **BOARD VIRTUAL MEETING PROCEDURES** - RESOLUTION 2020-69 ADOPTING EMERGENCY MEETING PROCEDURES PURSUANT TO EXECUTIVE ORDER 20-69 FOR THE DECLARED STATE OF EMERGENCY IN RESPONSE TO COVID-19; AUTHORIZING EXECUTION; PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Adopts the City of Fernandina Beach Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures.*

8. ORDINANCES - FIRST READING

- 8.1 **CODE AMENDMENT - HISTORIC DISTRICT TAX EXEMPTION** - ORDINANCE 2020-13 AMENDING CHAPTER 74, ARTICLE V, OF THE CODE OF ORDINANCES, AMENDING SECTION 74-152, TAX EXEMPTION FOR IMPROVEMENTS TO QUALIFIED HISTORIC PROPERTIES; AMENDING SECTION 74-155, APPLICATION AND REVIEW PROCESS; AMENDING SECTION 74-167, ISSUANCE OF OTHER PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 72 of the City Code by extending the time frame for completion of work on qualifying improvement projects from two years to five years.*
- 8.2 **CODE AMENDMENT - BOARD MEMBER TERMS** - ORDINANCE 2020-14 AMENDING THE CITY OF FERNANDINA BEACH CODE OF ORDINANCES, CHAPTER 2, ARTICLE III, BOARDS, COMMISSIONS, COMMITTEES; AMENDING SECTION 2-122 TO STANDARDIZE START AND END TERMS FOR BOARD APPOINTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 2 of the City Code to standardize all Board appointment terms to start on January 1 and end on December 31 of the given term.*
- 8.3 **CODE AMENDMENT - ONLINE GAMING PROHIBITION** - ORDINANCE 2020-15 AMENDING ARTICLE II, CHAPTER 14, AMUSEMENTS AND ENTERTAINMENTS;

AMENDING SECTION 14-26 DEFINITIONS; CREATING SECTION 14-32, STATEMENT OF INTENT; CREATING SECTION 14-33 PROHIBITION OF SIMULATED GAMBLING DEVICES; CREATING SECTION 14-34 EXEMPTIONS; CREATING SECTION 14-35 CONFLICT WITH STATE LAW; CREATING SECTION 14-36 ENFORCEMENT, CIVIL REMEDIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 14 of the City Code pertaining to the prohibition of online gaming.*

9. ORDINANCES - SECOND READING

- 9.1 **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.*
- 9.2 **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.*

10. CITY COMMISSION DISCUSSION

- 10.1 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.2 **WATERFRONT DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.3 **BEACHES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 10.4 **MARINA** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 10.5 **DOG PARK** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 10.6 **SMALL BUSINESS RELIEF** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. 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: Proclamation
"Peace Officers Memorial Day" and "National Police Week"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming May 15, 2020, as "Peace Officers Memorial Day" and the week of May 10, 2020, as "National Police Week."

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

James Hurley, Chief of Police	4/15/2020
Nicole Bednar, Administrative Services Manager	4/16/2020
Dale L. Martin, City Manager	4/17/2020

Date: October 28, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15, 2020, as “Peace Officers Memorial Day” and the week in which it falls as “National Police Week”; and

WHEREAS, the members of our law enforcement agencies play an essential role in safeguarding the rights and freedoms of the citizens of our country; and

WHEREAS, it is important that all Florida citizens understand the unique challenges and responsibilities of their Police Department, and that members of our agency fully recognize their duty to serve the people by protecting life and property, by standing up against violence and disorder, and by shielding the innocent and the weak against oppression or intimidation; and

WHEREAS, Police Departments in Florida have properly evolved into professional organizations, utilizing scientific and computerized methods as the basis for effective community-based policing strategies and policy mandates, while embracing diversity and fairness as fundamental organizational principals; and

WHEREAS, Police Chief James “Frank” Surrency was shot and killed in the line of duty in 1930, while serving the citizens of Fernandina; and

WHEREAS, by their faithful and loyal devotion to duty, our local peace officers have established an enviable and enduring legacy of public service that is cherished by our community and is woven into the fabric of our history.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that we call upon all Florida police agencies and municipalities to observe Friday, May 15, 2020, as:

“PEACE OFFICERS MEMORIAL DAY”

and the week of May 10, 2020, as:

“NATIONAL POLICE WEEK”

in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of their duty.

BE IT FURTHER RESOLVED that a copy of this Proclamation is presented as a permanent matter of record in the proceedings of the City Commission as a testimonial of our sincerest thanks to local law enforcement.

IN WITNESS WHEREOF, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, have set my hand to and caused the Official Seal of the City of Fernandina Beach to be affixed this 5th day of May, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Amelia Island Beach and Marine Life Conservancy Ambassadors

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing Amelia Island Beach and Marine Life Conservancy Beach Ambassadors for their environmental stewardship.

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 3/19/2020

Dale L. Martin, City Manager 4/8/2020

Date: February 18, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the leading natural beauties in Fernandina Beach are its pristine white sand beaches and inviting ocean waters. Together they annually attract over 500,000 visitors from around the world; and

WHEREAS, the quality of life and economy in Fernandina Beach greatly depends upon a clean and healthy environment. Fresh, unsoiled beaches are vital to our robust economy and its future economic and environmental sustainability; and

WHEREAS, the Amelia Island Beach and Marine Life Conservancy Ambassadors program is comprised of local volunteers focused on eliminating litter from area beaches in order to protect precious coastal waters and to safeguard marine life; and

WHEREAS, from Memorial Day through Labor Day, the Beach Ambassadors schedule and organize evening beach clean-ups which occur between the hours of 5:30 p.m. – 8:30 p.m. Every evening, Beach Ambassadors can be seen with their familiar white hats and buckets picking up cigarette butts, fast-food containers, water bottles, toys and a host of other debris before they are swept away with the tides; and

WHEREAS, despite limited resources, the Beach Ambassadors accomplish an enormous amount of good work: they host educational events, disseminate information about local activities, increase public awareness and educate beach goers about how they too can help save Florida's precious natural resources; and

WHEREAS, the Beach Ambassadors exhibit an unmatched commitment to environmental stewardship by working daily to ensure Nassau County's beaches and marine life are protected.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby express sincere thanks and gratitude to the:

“AMELIA ISLAND BEACH AND MARINE LIFE CONSERVANCY AMBASSADORS”

and call upon each citizen and visitor to practice environmental stewardship in an effort to conserve and protect our precious environmental resources.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 7th day of April, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-58
Historic Preservation Tax Exemption Extension - 332 N. 3rd Street

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-58

SYNOPSIS: Property owner Tammi Kosack has requested an extension of the historic properties tax credit in Chapter 74, Article V of the City's Code of Ordinances for her qualifying property located at 322 N. 3rd.

The City Commission was scheduled to consider an Ordinance earlier this year extending the credit from two to five years, but the item was pushed back due to the coronavirus pandemic. Ms. Kosack requests an extension through August 1, 2020, in order for the credits to continue while the City Commission considers the full Ordinance.

FISCAL IMPACT: There is no change to the impact as previously approved and authorized. The request simply provides for an extension of the qualifying time to complete work.

CITY ATTORNEY COMMENTS: The Ordinance referenced appears as an item for first reading later in this agenda.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-58.

Tammi E. Bach, City Attorney 4/17/2020

Dale L. Martin, City Manager 4/23/2020

Pauline Testagrose, Comptroller 4/27/2020

Katie A. Newton

Date: April 13, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN EXTENSION FOR HISTORIC TAX CREDITS FOR THE PROPERTY LOCATED AT 322 NORTH 3RD STREET; AUTHORIZING EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has an interest in preserving certain areas of the City within the Historic District; and

WHEREAS, the City incentivizes property owners with certain tax credits for up to two years in accordance with Chapter 74, Article V of the Fernandina Beach City Code of Ordinances and pursuant to 196.1997-196.1998, Florida Statutes; and

WHEREAS, the Historic District Council has recommended approval of extending these tax credits for five years; and

WHEREAS, the tax credit extension Ordinance has not yet been considered by the City Commission of the City of Fernandina Beach due to the coronavirus pandemic; and

WHEREAS, the two-year tax credit is due to expire for the property located at 322 North 3rd Street, and this property is eligible for the tax exemption under the new proposed five-year exemption Ordinance because qualifying project(s) are still ongoing at this property; and

WHEREAS, the City Commission believes that it is in the best interests of the City and Downtown Historic District to allow an extension for historic tax credits for the property located at 322 North 3rd Street which has been and is currently being improved with qualifying project(s).

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

SECTION 1. The City Commission of the City of Fernandina Beach approves the extension of the Historic Preservation Property Tax Exemption for the property located at 322 North 3rd Street through August 1, 2020, or until the new tax exemption ordinance is enacted by the City Commission, and the owner application is attached hereto as Exhibit "A". The property owner(s) of 322 North 3rd Street will be entitled to continue to claim the historic tax exemption under the new five-year tax exemption ordinance for the qualifying project(s) underway at the time of the date of the application attached as Exhibit "A", for a total exemption period of five years from the date of application.

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

ADOPTED this 5th day of May, 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

APPROVED

DOS Form No. HR3E101292
Revised 09/03/00

Historic Preservation Property Tax Exemption Application
Part I – Evaluation of Property Eligibility

Read the attached instructions carefully before completing this application. Your application cannot be evaluated unless it is complete and all required supporting materials are provided. In the event of any discrepancy between the application form and other supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence. Type or print clearly in black ink. If additional space is needed, attach additional sheets.

GENERAL INFORMATION (To be completed by all applicants)

1. Property identification and location:

Property Identification Number (from tax records): 00-00-31-1800-0080 Attach legal description of property

Address of property: Street 322 N. 3RD ST.

City FERNANDINA BEACH County NASSAU Zip Code 32034

- () Individually National Register listed
() In a National Register district

- ☒ Locally designated historic property or landmark*
() In a locally designated district

* For applications submitted to the Division of Historical Resources, attach a copy of the local designation report for the property and the official correspondence notifying the property owner of designation.

Name of historic district FERNANDINA BEACH HISTORIC DISTRICT

For locally designated historic properties or landmarks, or properties located in locally designated historic districts, provide the following additional information:

Name of local historic preservation agency/office HISTORIC DISTRICT COUNCIL / CDD

Mailing Address 204 A&H ST.

City FERNANDINA BEACH State FL Zip Code 32034

Telephone Number (904) 310-3135

2. Type of request:

- ☒ Exemption under 196.1997, F.S. (standard exemption)
() Exemption under 196.1998, F.S. (exemption for properties occupied by non-profit organizations or government agencies and regularly open to the public) If applying under s. 196.1998, F.S., complete Question 9 on page five.

3. Owner information:

Name of individual or organization owning the property JAMMI L. KOSACK & DEBORAH GARIBARD

Mailing address 1417 SADLER RD. # 249

City FERNANDINA BEACH State FL Zip code 32034

Daytime Telephone Number (904) 232-0428

If the property is in multiple ownership, attach a list of all owners with their mailing addresses.

Page Two - Historic Preservation Property Tax Exemption Application

Property Identification Number 00-00-31-1800-0080

Property Address 322 N. 3RD ST. FERNANDINA BEACH, FL 32034

4. Owner Attestation: I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I own the property described above or that I am legally the authority in charge of the property. Further, by submission of this Application, I agree to allow access to the property by representatives of the Division of Historical Resources or the Local Historic Preservation Office, where such office exists, and appropriate representatives of the local government from which the exemption is being requested, for the purpose of verification of information provided in this Application. I also understand that, if the requested exemption is granted, I will be required to enter into a Covenant with the local government granting the exemption in which I must agree to maintain the character of the property and the qualifying improvements for the term of the exemption.

TAMMI ROSACK

[Signature]

4/21/18

Name

Signature

Date

Complete the following if signing for an organization or multiple owners:

Title

Organization name

EVALUATION OF PROPERTY ELIGIBILITY

(To be completed only for properties in historic or archaeological districts):

5. Description of Physical Appearance: BUILT CIRCA 1884-1886, HOUSE IS A RECTANGULAR GABLE ROOFED 2 STORY BLDG W/ A PERPENDICULAR RECTANGULAR ONE STORY IN THE BACK, DESCRIBED AS AN I-HOUSE. IT HAS HORIZONTAL WEATHERBOARDS & A FRONT PORCH SPANNING THE FULL FRONT OF THE FIRST FLOOR. IT HAS 5 WINDOWS ON WEST/FRONT & 3 ORIGINAL WINDOWS ON SOUTH/RIGHT. ALL MADE SMALLER FOR ALUMINUM WINDOWS. THERE IS EVIDENCE OF WINDOW ON NORTH/LEFT THAT HAS BEEN COVERED OVER. THE ONE STORY HAS BEEN ALTERED W/ THE ADDITION OF A KITCHEN, THE ENCLOSURE OF A SIDE PORCH & AN OPENING INTO THE TWO STORY. THE ORIGINAL THRESHOLD FROM 1ST FLOOR ONTO WHAT WAS THE SIDE PORCH REMAINS. THE INTERIORS HAVE BEEN ALTERED WITH SHEETROCK OVER BEADBOARD OR WOOD PLANKED WALLS; CENTRAL HEATING & AIR W/ DROPPED CEILINGS FOR DUCTS. ORIGINAL HEAVY PINE FLOORS REMAIN. STAIRCASE RUNNING UP INSIDE WALL IS ORIGINAL, WITH NEWER BANISTER & RAILINGS. 3 ORIGINAL INTERIOR DOORS REMAIN. THE DOWNSTAIRS OF THE 2 STORY CONSISTS OF AN ENTRY HALL & LARGE ROOM. THE UPSTAIRS HAS 2 BEDROOMS W/ A BATH ADDED TO ONE BEDROOM. THE ONE STORY CONTAINS THE SIDE PORCH THAT HAS BEEN ENCLOSED, AND A RECTANGULAR LARGE ROOM THAT WAS 2 ROOMS WHEN BUILT. (SEE DIGITAL PHOTOS)

Date of Construction CIRCA 1884-1886 Date(s) of Alteration(s) 1940'S/50'S SIDE PORCH ENCLOSURE 1ST LAYER SHEETROCK 1980'S SHEETROCK, HVAC, BANISTER, ET AL

Has building been moved? () Yes (X) No If so, when? _____

6. Statement of Significance: THE DISTRICT REFLECTS A VARIETY OF ARCHITECTURAL STYLES, INCLUDING ONE OF TWO STORY FRAMED RESIDENCES. THE CONSTRUCTION OF THE FLORIDA RAILROAD IN THE 1850'S SERVED AS A CATALYST FOR THE DEVELOPMENT WHICH BEGAN IN THE MID 1850'S & EXTENDED TO THE LATE 1920'S. THERE HAS BEEN A LOSS OF MANY BUILDINGS OVER THE YEARS DUE TO FIRES, HURRICANES, POOR MAINTENANCE, ALTERATION OR DESTRUCTION, YET FINE EXAMPLES OF HISTORY STILL REMAIN. THIS HOUSE IS BALLOON FRAMING W/ A SIDE FACING GABLE & FULL FRONT PORCH. THERE ARE ONLY 2 OTHER BUILDINGS WITH THIS CONFIGURATION REMAINING IN THE HISTORIC DISTRICT. BY THE 1880'S, FB WAS THRIVING AS A RAIL TOWN FROM BOTH PASSENGER & FREIGHT TRAFFIC, WITH AN EXPANDING COMMERCIAL DISTRICT ON 2ND ST & A GROWING WATERFRONT ECONOMY. THIS BUILDING IS ONE STREET FROM THAT ORIGINAL COMMERCIAL DISTRICT / WATERFRONT AREA, AND IS THE LAST OF 4 HOUSES THAT HAD BEEN BUILT IN A SIMILAR STYLE ON THIS BLOCK. THE OTHERS WERE LOST TO FIRE, HURRICANE, NEGLECT & DEMOLITION. BUILT IN A SIMPLE VERNACULAR STYLE DEVOID OF SUPERFLUOUS ORNAMENTATION, THE HOUSE REFLECTS A WORKMAN'S HOME USING SIMPLE, HONEST, SPARE BUILDING PRACTICE & TRANSITIONS. THE ORIGINAL OWNERS WERE AFRICAN AMERICAN. THE HOUSE WAS CONVERTED TO A RENTAL, SOMETIME IN THE 1970'S OR 2000'S & BEGAN LOSING ITS HISTORIC FABRIC DUE TO LACK OF MAINTENANCE & NEGLECT. IT IS

AN IMPORTANT EXAMPLE OF FLORIDA WOOD FRAMED VERNACULAR BUILT DURING A TIME WHEN THE LOCAL BURGEONING ECONOMY ATTRACTED PEOPLE FROM OTHER AREAS.

Page One - Historic Preservation Property Tax Exemption Application

Property Identification Number 00-00-31-1800-0080

Property Address 322 N. 3RD ST. FERNANDINA BEACH, FL 32034

7. Photographs and maps:

Attach photographs and maps to application.

SEE DIGITAL PHOTOS AND MAP

EXTERIOR ELEVATIONS 001-006

INTERIORS

FIRST FLOOR 007-010; 10; 011-015

STAIRS TO 2ND FLOOR 016, 017

UPSTAIRS HALL & 2 BEDROOMS 018-025

KITCHEN ADDITION CA. 1980 027

Historic Preservation Property Tax Exemption Application

Part 2 - Description of Improvements

(To be completed by all applicants):

Complete the blocks below. Include site work, new construction, alterations, etc.

Property Identification Number 00-00-31-1800-0080Property Address 322 N. 3RD ST. FERNANDINA BEACH, FL 32034**Feature 1**Feature BRICK FOUNDATION PIERSApprox. date of feature 1885

Describe existing feature and its condition: CRUMBLING, ALMOST NON-EXISTANT. PIERS + HOUSE SUNK INTO GROUND. VARIOUS MEANS OF AD-HOC ITEMS USED TO KEEP HOUSE STANDING. HOUSE SETTLED DOWN TO GRADE IN SOME AREAS DUE TO PIER FAILURE & WASHOUT/EROSION & DEGRADATION OF SURROUNDING GRADE.

Photo no. 026 Drawing no. _____

Describe work and impact on existing feature:

LIFT HOUSE, REMOVE CRUMBLING PIERS & REPLACE WITH A MATCHING BRICK, IN SAME LOCATION & WITH SAME DIMENSIONS AS ORIGINAL PIERS.

Feature 2Feature STAIRCASE/STAIRWELLApprox. date of feature 1885/1980 HANDRAIL

Describe existing feature and its condition: ORIGINAL STAIRS & NEWEL POST FROM 1ST TO 2ND FLOOR. SOME TREADS HAVE BEEN REPLACED. A NEW HANDRAIL & BALUSTERS ADDED AT SOME POINT - CEILING ADDED AT 8' HEIGHT TO FOLLOW ANGLE OF STAIRS - NEW LOW CEILING COVERED WINDOW IN STAIRWELL.

Photo no. 016 Drawing no. _____
017, 011

Describe work and impact on existing feature:

REMOVE DROPPED CEILING TO EXPOSE ORIGINAL 2 STORY STAIRWELL. INSTALL WINDOW INTO COVERED WINDOW SPACE. REMOVE INSENSITIVE HANDRAIL. SAND & REPAINT ORIGINAL TREADS, PRESERVING WEAR PATTERNS. STRIP & REFINISH NEWEL POST.

NEW WINDOW WILL BE ON NORTH/LEFT SIDE, IN SAME SIZE & LOCATION AS ORIGINAL. PHOTO 029 > AS IS NOW, WITHOUT WINDOW

Feature 3Feature FLOOR PLAN/LAYOUTApprox. date of feature 1885/1980 WALL REMOVED

Describe existing feature and its condition: ONE STORY WAS DIVIDED INTO TWO ROOMS. WALL REMOVED CIRCA 1980 TO MAKE ONE LARGER ROOM. ONE ORIGINAL DOOR OPENING REMAINS.

Photo no. 10 Drawing no. _____

Describe work and impact on existing feature:

PUT WALL BACK IN TO REGAIN ORIGINAL ROOM PROPORTIONS. PRESERVE DOOR OPENING

ORIGINAL

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-59
Agreement Approval - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-59

SYNOPSIS: For many years, the City has received compensation from the Florida Department of Transportation (FDOT) as part of the State Highway Lighting, Maintenance and Compensation program under contract AN528, which was originally approved by the City Commission with Resolution 2003-104.

The Florida Department of Transportation provided an agreement where compensation will be a lump sum payment for Fiscal Year 2020/2021 as detailed in Exhibit "A" of Contract AN528.

FISCAL IMPACT: Reimbursement funds will be deposited into State of Florida - FDOT revenue account, 001 36998.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Resolution 2020-59.

Rex Lester, Streets & Parks Maintenance Director	4/16/2020
Nicole Bednar, Administrative Services Manager	4/21/2020
Dale L. Martin, City Manager	4/23/2020
Pauline Testagrose, Comptroller	4/23/2020
Tammi E. Bach, City Attorney	4/24/2020
Katie Newton, Legal Assistant	4/24/2020

Submitted By: _____ Date: April 16, 2020
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING REIMBURSEMENT OF FUNDS FROM THE STATE HIGHWAY LIGHTING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to obtain reimbursement for the upcoming fiscal year as part of the State Highway Lighting, Maintenance, and Compensation Program as offered by the Florida Department of Transportation (FDOT); and

WHEREAS, the City of Fernandina Beach, Florida, and the Florida Department of Transportation (FDOT) wish to continue with Contract AN528 – State Highway Lighting Agreement as originally approved by Resolution 2003-104, which allows the City of Fernandina Beach, Florida, to be reimbursed by the FDOT in the amount shown in Exhibit “A” of said agreement; and

WHEREAS, reimbursement funds will be deposited into the State of Florida – FDOT revenue account, 001 36998.

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 reimbursement of funds relating to the State Highway Lighting Agreement, attached hereto as Exhibit “A”, between the City of Fernandina Beach and the Florida Department of Transportation (FDOT).

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

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

ADOPTED this 5th day of May, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



AAAAAAC7EX22C

Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:
 - U.S. and Canada: +1 888 258 1788, +1 206 734 3204
 - London: +44 330 822 0103
 - Singapore: +65 3158 6507
 - Australia: +61 284 172 358

From:	Dale Martin
Envelope Subject:	Please DocuSign: AN528 Highway Lighting Maintenance & Compensation Packet
Attachments to Fax:	
Envelope ID:	9c036d27-d18a-4369-8f92-79cfde2f21e8
Sender Account Name:	Florida Department of Transportation
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

Note:

Fax transmissions take approximately one minute per page faxed.
This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAAAC7EX22C

AAAAAAC7EX22C



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

KEVIN J. THIBAUT, P.E.
SECRETARY

April 7, 2020

City of Fernandina Beach
Dale Martin, City Manager
1017 South 5th Street
Fernandina Beach, Florida 32034

Contract:	AN528
Fin Proj. No.:	41441817803
Description:	State Highway Lighting Agreement
Renewal Period:	July 1, 2020 thru June 30, 2021

Maintaining Agency:

The Department has reviewed the proposed prorated budget allocation for the upcoming fiscal year for the State Highway Lighting, Maintenance and Compensation program. The Department has determined the amount that you are currently eligible for under this program for the next year.

126 Street Lights x .9 x \$300.10 = \$34,031.34

The 90% multiplier used in the new formula shown in Exhibit B comes from paragraph 1.b. in your agreement which states that a minimum of 90% of the lights shall be operating and properly functioning.

Please sign and date: Exhibit "A" and return original signature and the Damage and Outage Report to:

**Florida Department of Transportation
District Maintenance Contracts Office – MS 2010
1109 South Marion Avenue
Lake City, Florida 32025-5874**

If the Department does not receive the Exhibit "A" fully executed and the Damage and Outage Report you will not be eligible for reimbursement of your cost for the period from July 1, 2020 to June 30, 2021. Return both documents on or before June 1, 2020.

If you have any questions, please contact Lisa Butler at (386) 961-7382 or lisa.butler@dot.state.fl.us or Sandra Brink at (386) 961-7585 or sandra.brink@dot.state.fl.us.

Sincerely,

Lisa M. Butler

Lisa Butler / Sandra Brink
District Maintenance Contract Managers

Resolution 2020-59

CITY OF FERNANDINA BEACH

EXHIBIT "A"

Contract AN528

Maintaining Agency Contact: Dale Martin, City Manager

Contact phone number: 904-310-3316

Current Approved Amount for 2020/2021: \$34,031.34

Maintaining Agency Signature

Date

Dale Martin, City Manager

Typed Official's Name / Title

Jennifer J. Curls, D2 Maintenance Contracts Administrator

Date

Carrie A. Stanbridge, P.E. District Two Maintenance Engineer

Date

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

CITY OF FERNANDINA BEACH

“EXHIBIT C”

Contract AN528

Street Lighting Inventory Report

Maintaining Agency Contact: Dale Martin, City Manager

Contact phone number: 904-310-3316

State Road	From	To	Street Lights
SR 200 – South 8 th Street	Lime Street	Atlantic Avenue	21
SR 200 – Atlantic Avenue	8 th Street	South Fletcher	41
SR 200 – South Fletcher	Atlantic Avenue	City Limits	64
		TOTAL	126

[illegible]

RESOLUTION NO. 2003-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION WORK ORDER FOR FISCAL YEAR 2003/2004; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has implemented a program intended to partially compensate all local maintaining agencies for their cost associated with the operation and maintenance of lighting systems on State-owned highways; and

WHEREAS, the City of Fernandina Beach, Florida wishes to be compensated for maintenance and operation of said lighting systems for Fiscal Year 2003/2004 in the amount of \$1,449.00, as per FDOT Maintenance Work Order for Contract No. AN528 dated June 30, 2003, with compensation from FDOT being deposited into Account 001-410-541-430.

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

Section 1. The City Commission of the City of Fernandina Beach hereby approves the Maintenance Work Order for Contract No. AN528 for FY 2003-2004.

Section 2. The City Manager is hereby authorize to execute the Work Order on behalf of the City of Fernandina Beach.

Section 3. This resolution shall become effective immediately upon passage.

ADOPTED this 15th day of July, 2003.

CITY OF FERNANDINA BEACH



JOE GERRITY
Commissioner-Mayor

ATTEST:



CASSANDRA P. MITCHELL
City Clerk

E OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

710-010-30

UTILITIES

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THIS AGREEMENT, entered into this 3rd day of April, year of 2003, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and City of Fernandina Beach, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the **FDOT's** work orders;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.
- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
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2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 664.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, 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 shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** 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 one (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 **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
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The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Indemnification

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its subcontractors, agents, or employees.

7. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

- a. The **FDOT** 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 shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

City of Fernandina Beach
Public Works Street Department
1180 S. 5th Street Ext.
Fernandina Beach, FL 32034

FDOT:

H. Vince Camp
1109 South Marion Ave - MS 2024
Lake City, FL 32025-5874

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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 thirty six (36) months from the date of being placed on the convicted vendor list.**
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
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9. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **Maintaining Agency** in the form of additions, deletions or substitutions are reflected only in an Appendix "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **Maintaining Agency** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

Robert T. Mearns
Robert T. Mearns

City Manager

DATE: _____

ATTEST: _____

Cassandra P. Mitchell

Cassandra P. Mitchell
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

Jim MacLaughlin
Jim MacLaughlin

Director of Operations

DATE: _____

4-3-03

FDOT Legal Review

BY: (Signature) _____

(Typed Name: _____)

E. L. Nowak
District Counsel
E. L. NOWAK

DATE: _____

4/3/03

APPROVED AS TO FORM:

Robert D. Brown
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **"FDOT"** find it is necessary for the City of Fernandina Beach, hereinafter referred to as the **MAINTAINING AGENCY**, to execute and deliver to the **FDOT** the agreement identified as STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT, hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE MAINTAINING AGENCY:

That (Name) Roberts Mearns, (Title) City Manager

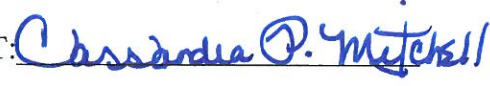
be hereby authorized and directed to execute and deliver the Agreement to the **FDOT**.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of Com. Roberts, seconded by Com. Roland, the above RESOLUTION was introduced and passed by the **MAINTAINING AGENCY** on the 4th day of March, year of 2003.

NAME: 

Title: City Manager

ATTEST: 

Title: City Clerk



@; user I.D. FI989HL
<MVS@DOT>
03/31/2003 05:43 PM

To: MT210LB@dot.state.fl.us
cc:
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AN528

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AN528 Contract Type: AF Method of Procurement: G
Vendor Name: CITY OF FERNANDINA BEACH
Vendor ID: VF596000317012
Beginning date of this Agmt: 04/01/03
Ending date of this Agmt: 03/31/50

Description: Highway Lighting

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED

55 024040210 *HM *242052 * 664.00 *41441817203 *787
2003 *55150200 *088712/03
W001 *00 * 1 *0001/04

TOTAL AMOUNT: *\$ 664.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 03/31/2003

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-60
Change Order Approval - Dumar Group, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-60

SYNOPSIS: The City approved Resolution 2019-148 awarding Dunmar Group, Inc. the bid for Area 1 Drainage Project on North 15th Street in the amount of \$399,899.76. Since the project began, staff discovered that an unidentified existing drainage pipe must be removed. Dunmar Group, Inc. has submitted Change Order #1 in the amount of \$1,800 to accomplish this task.

The City Stormwater Director has reviewed Change Order #1 and recommends City Commission approval.

FISCAL IMPACT: Funds are budgeted for this project in Stormwater Improvements account, 470 56300, in FY 2019/2020.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-60.

Andre Desilet, Stormwater Manager 4/17/2020

Dale L. Martin, City Manager 4/23/2020

Pauline Testagrose, Comptroller 4/23/2020

Tammi E. Bach, City Attorney 4/24/2020

Date: April 16, 2020

Submitted By: Susan Filipkowski, Staff Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #1 WITH DUNMAR GROUP, INC. FOR ADDITIONAL WORK RELATING TO THE AREA 1 DRAINAGE PROJECT ON NORTH 15TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2019, the City Commission adopted Resolution 2019-148 awarding the bid to the Dunmar Group, Inc. for construction services related to Area 1 Drainage Project on North 15th Street; and

WHEREAS, pursuant to Resolution 2019-148, the City entered into a contract with Dunmar Group, Inc. in the amount of \$399,899.76; and

WHEREAS, since the project began, staff discovered that an unidentified existing drainage pipe must be removed. Dunmar Group, Inc. has submitted Change Order #1 in the amount of \$1,800 to accomplish this task; and

WHEREAS, the City Stormwater Director has reviewed Change Order #1 and recommends City Commission approval; and

WHEREAS, funds are available for this project in the Stormwater Improvements account, 470 56300.

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

SECTION 1. The City Commission hereby approves Change Order #1 with Dunmar Group, Inc., attached hereto as Exhibit "A," in the amount by \$1,800 for additional work relating to the Area 1 Drainage Project on North 15th Street.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Change Order #1, upon review of the City Attorney.

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

ADOPTED this 5th day of May, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CHANGE ORDER REQUEST FORM

(Instructions on 00 63 63-2)

No.001

PROJECT: City of Fernandina Beach, ITB#19-20, Area 1 Drainage Project North 15th St.

DATE OF ISSUANCE : 04/13/2020

EFFECTIVE DATE: 04/13/2020

City of Fernandina Beach

COUNTY Contract / Purchase Order No.:ITB#19-20

CONTRACTOR Dunmar Group, Inc.

ENGINEER / ARCHITECT: COFB

You are directed to make the following changes in the Contract Documents.

Description: Removal and disposal of existing RCP pipe that was underneath the 15th street that conflicted with the new storm drainage pipe.

Reason for Change Order: Conflict over new storm drainage pipe conflicting with old RCP pipe

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 399,899.76

CHANGE IN CONTRACT TIMES:

Original Contract Times

Substantial Completion:06/19/2020

Ready for Final Payment: _____
(days or dates)

Net change from previous Change Orders No. ____ to No. ____

\$-0-

Net change from previous Change Orders No. ____ to No. ____

(days)

Contract Price prior to this Change Order

\$ 399,899.76

Contract Times Prior to this Change Order

Substantial Completion: 6/19/2020

Ready for Final Payment: _____
(days or dates)

Net Increase (decrease) of this Change Order

\$ +1,800.00

Net Increase (decrease) of this Change Order

-0- (days)

Contract Price with all approved Change Orders

\$ 401,699.76

Contract Times with all approved Change Orders

Substantial Completion: 6/19/2020

Ready for Final Payment: _____
(days or dates)

RECOMMENDED:

By: 
Engineer/Architect (Authorized Signature)

Date: 4/15/2020

APPROVED:

By: _____
CITY (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

CHANGE ORDER

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order, thereon, should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer / Architect / Etc. initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from the County or both.

Once Engineer / Architect / Etc. has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to the County for approval. Engineer should make distribution of executed copies after approval by the County.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

RESOLUTION 2019-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB #19-20 TO DUNMAR GROUP, INC. FOR CONSTRUCTION SERVICES RELATED TO AREA 1 DRAINAGE PROJECT ON NORTH 15TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 31, 2019, the City solicited bids for construction services related to Area 1 Drainage Project on North 15th Street; and

WHEREAS, on August 9, 2019, the City Stormwater Director reviewed and evaluated one proposal received for ITB #19-20, Dunmar Group, Inc.; and

WHEREAS, the Stormwater Director selected Dunmar Group, Inc. to render the services required as advertised for ITB #19-20; and

WHEREAS, the Stormwater Director recommends that the City Commission award ITB# 19-20 to Dunmar Group Inc. for construction services; and

WHEREAS, funds are budgeted for this project in the Stormwater Improvements account, 470 56300, 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 awards ITB #19-20 to Dunmar Group, Inc. in an amount not to exceed \$399,899.76 for construction services.

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

ADOPTED this 24th day of September, 2019.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

"ATTACHMENT A"
CITY OF FERNANDINA BEACH
CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES

This **AGREEMENT** made on the 27th day of January in the year of 2020, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, Dunmar Group, Inc., 85101 Commercial Park Drive, Yulee, FL 32097

PROJECT: **Area 1 Drainage Project**

CONTRACTOR: Dunmar Group, Inc.

ARCHITECT/ENGINEER: **City of Fernandina Beach / Andre Desilet, P.E.**

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach Bid Number ITB 19-20. Documents comprising Bid Number ITB 19-20 are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

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

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

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work described in the Contract Documents, Summary of Work. **See Attachment B for actual Scope of Work for this contract. Pages 2 thru 6**

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (14) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than ¹²⁰~~150~~ consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (30) days after reaching Substantial Completion.

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

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of \$399,899.76 subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES- Conflict with Scope of Work that states \$100.00 per day past specified time period which is 150 days after the Notice To Proceed.

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

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

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

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

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Architect/Engineer an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or

Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

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

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

5. Certification of Payment Requests

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

6. Criteria for Withholding A Certificate for Payment

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

Defective Work not corrected;

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

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

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

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

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

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

2. Termination by The Owner For Cause

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

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

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

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

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

finished

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

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

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

3. Termination by the Owner for Convenience

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

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

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

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

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

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

3. Review and Approval of Contractor's Submittals

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

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

4. Interpret Plans

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

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

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

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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

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

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

3 Permits. Not Relevant for Contractor. No facilities are being built

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

4 Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6 Interpretation of Contract Documents and Performance

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

7 Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. **OBLIGATIONS OF THE CONTRACTOR**

1. Superintendent

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

2 Review of Contract Documents

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

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

3. Review of Field Conditions

~~The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic~~

conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

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

9. Project Records

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

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples

- Required Submittals
- Superintendent's Log

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

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

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

10. Approval of Shop Drawings and Other Submittals- This is supplied by City of Fernandina Beach. This is N/A for Contractor

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

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

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

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

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

14. Correcting Rejected Work

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

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

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

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

3. Removal of Subcontractors

~~The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.~~ If the subcontractor fails to comply with any compliance of his subcontract or its responsibility after a Notice To Cure has been issued, then the contractor has the right to terminate the subcontract agreement and take over the project to complete accordingly.

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

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

3. Construction Change Order

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

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

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

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

4. Changes in Contract Amount

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

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in

amounts no higher than those prevailing in the area of the project and may include the following categories:

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

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

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

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

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

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

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

Weather days should be grounds for an extension. Should the total rain days exceed 10 days calendar as well as any severe storms and acts of God or Nature.

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

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall

promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

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

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

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

4. Claims for Additional Time

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

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

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

5. Claims for Additional Compensation

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

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

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

of the Work affected.

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

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

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

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

6 Resolution of Disputes by the Owner

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

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

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

2 Substantial Completion

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

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

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

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

- Insurance Responsibilities

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

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

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

3 Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

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

2. Safety of Employees and Property

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

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

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

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

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except

damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

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

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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

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

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

2. Waiver of Subrogation

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

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

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

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

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance

and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

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

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

4 Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5 Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7 Workers' Compensation Insurance

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

8. Liability Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

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

9. Builder's Risk Coverage

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

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

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

4. Limitation of Liability

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

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

5. Attorney Fees and Costs

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

6. Validity, Severability and Reformation

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

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

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

OWNER: The City of Fernandina Beach



Dale L. Martin, City Manager



ATTEST -Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

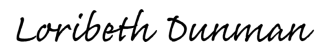
CONTRACTOR:

Dunmar Group, Inc.
Loribeth Dunman

Contractor's Name:

President

Title/Officer



ATTEST -

APPENDIX I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the

Intent to enter into a Contract for the Construction of the Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B
CITY OF FERNANDINA BEACH, FLORIDA
BID #19-20
AREA 1 DRAINAGE PROJECT NORTH 15TH STREET
SCOPE OF WORK

SCOPE OF WORK

General

1. Locate all underground utilities prior to start of work. City to provide survey of utilities and location on plans
2. Contractor shall submit and receive a Nation Pollutant Discharge Elimination System (NPDES) permit from the Florida Department of Environmental protection as required for all construction work. None needed property is under an acre
3. Verify all measurements and elevations as indicate on the approved site plans provided by owner.
4. Provide erosion and sediment control devices per approved site plan and NPDES. permit not needed- under an acre
5. The contractor is responsible to furnish all labor, equipment and tools to perform all operations necessary to construct install the inlets and pipes as shown on the approved site plans.
6. Clearing and excavation associated with pond construction will be performed by City crew and should be excluded from this bid. CFB is to provide laydown area where the new pond will be located
7. The City will furnish all pipe and structures as shown on the approved site plan. Other construction brick mortar materials, including geotext filter fabric, etc. shall be provided by the contractor. Materials provided by owner installed by Contractor
8. The contractor is responsible for providing maintenance of traffic in accordance with applicable FDOT standards.
9. A construction schedule and sequence of work shall be provided to the owner.
10. The contractor will be responsible for all material and compaction testing required for work within the roadway. Copies shall be provided to owner. If needed and will be deteremined onsite
11. Final asphalt pavement for roadway repair will be performed by the City, and should be excluded from this bid.
12. Contractor shall comply with OSHA regulations, and provide temporary barriers with warning signs around work area.
13. Contractor shall maintain drainage through the project site at all times Contractor not responsible for any new water or sewer or any existing water or sewer
14. Tree protection measures shall be installed and maintained in accordance with City of Fernandina Beach standards.
15. Upon completion, contractor shall furnish as-built drawings for all improvements. Drawings will be red-lined. Not CAD
16. Structures S-60 through S-101 are excluded from this scope of work and will be completed under separate contract.
17. Since City is providing all materials such as piping and structural drainage box, city will be responsible for the dimensions of the precast structures and that they meet project specifications. Contractor will be responsible for concrete flumes that are installed at all new drainage inlets from edge of pavement to drainage structure.

Site Work

1. All grading and erosion and sediment control device placement shall be in accordance with the approved plans and applicable codes.
2. The contractor shall be responsible for daily cleanup in project vicinity. All construction debris shall be removed from the site.
3. All disturbed areas shall be restored in accordance with City of Fernandina Beach standards. Final sodding or seeding of disturbed areas will be performed by the City.
4. All drainage structures scheduled to be replaced that are in salvageable condition shall be set aside for pickup by City.
5. Contractor shall be responsible for all dewatering necessary for construction, and shall ensure that all drainage pipe is protected from floatation due to ground water conditions.
6. There is no GEO testing that has taken place and if any unsuitable materials are encountered, there will be a disposal cost above the agreed demo price as well as an additional cost to import suitable fill.

All existing utilities (water, sewer, cable, phone, gas, internet, etc.) will be called in for locates by the contractor. If the existing utilities are determined to be in conflict with the new storm drainage system as located by the CFB, the contractor will not be responsible for design, construction, delays, etc. that would result from the unforeseen existing utilities conflicting with the location / installation of the new storm drainage system. Additional cost would be discussed with CFB to determine a suitable remedy to correct the issue if this condition occurs.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-20
AREA 1 DRAINAGE PROJECT NORTH 15TH STREET**

Warranty

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

AWARD

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

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

Bid Package

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

CONTACT

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

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

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

If there is an Addendum it becomes part of the original Bid or RFP and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

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

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-20
AREA 1 DRAINAGE PROJECT NORTH 15TH STREET**

PROJECT SCHEDULE

CONTRACTOR shall begin no later than 30 calendar days from issuance of Purchase Order or notice to proceed; all work must be completed ~~within 30 calendar days of startup~~ within 150 days of Notice To Proceed.

TIME OF PERFORMANCE

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

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's designee and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-20
AREA 1 DRAINAGE PROJECT NORTH 15TH STREET**

5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

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

REQUIRED INSPECTIONS

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

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

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #19-20
AREA 1 DRAINAGE PROJECT NORTH 15TH STREET**

4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

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

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-61
Voluntary Annexation Agreement - 745 Magnolia Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-61

SYNOPSIS: Property owners, Duane D. & Margaret A. Rowland, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.23 acres located 745 Magnolia Lane (Parcel ID 00-00-30-0620-0001-0060).

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 2020-61.

Kelly Gibson, AICP, Planning Director	4/16/2020
Nicole Bednar, Administrative Services Manager	4/21/2020
Dale L. Martin, City Manager	4/23/2020
Pauline Testagrose, Comptroller	4/23/2020
Tammi E. Bach, City Attorney	4/24/2020

Date: April 14, 2020

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED AT 745 MAGNOLIA LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Duane D. & Margaret A. Rowland, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.23 acres located at 745 Magnolia Lane (Parcel ID Number: 00-00-30-0620-0001-0060); 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 745 Magnolia Lane and noted as parcel 00-00-30-0620-0001-0060, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

SECTION 2. The City Commission authorizes the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach upon review of the City Attorney.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 5th day of May, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



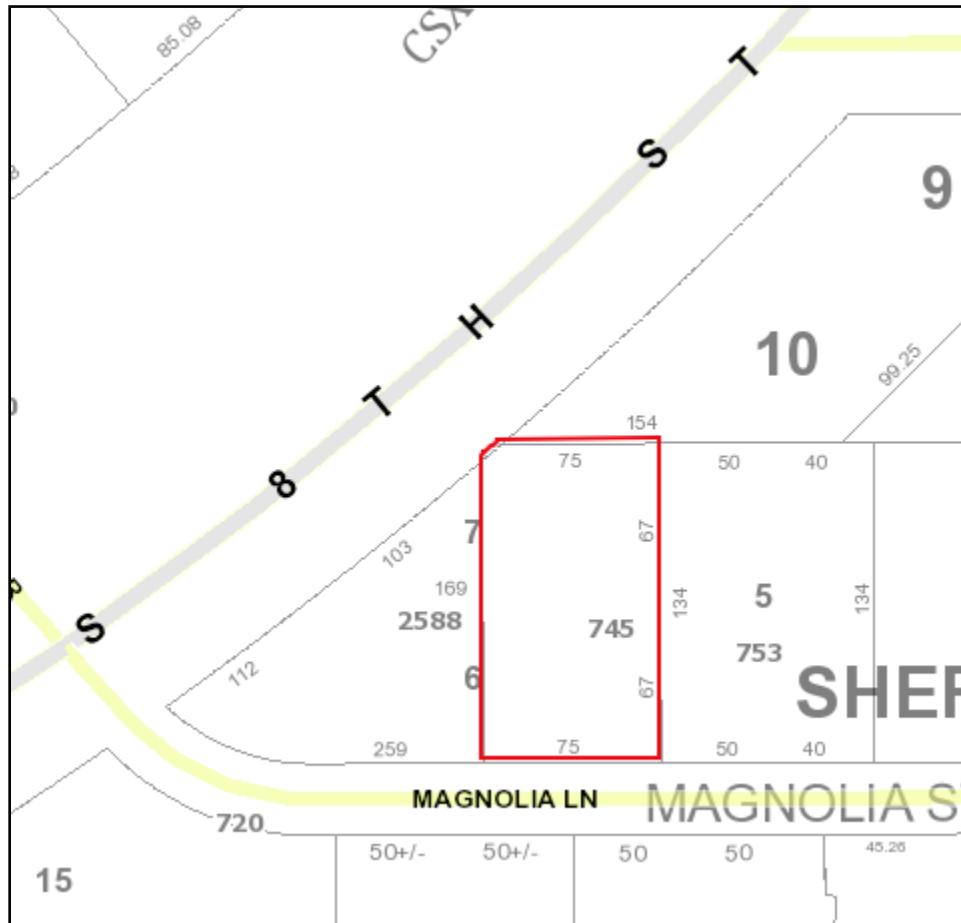
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2020-61
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID
NUMBER: 00-00-30-0620-0001-0060 LOCATED AT 745 MAGNOLIA LANE HERE TOTALING
APPROXIMATELY 0.23 ACRES OF LAND

745 MAGNOLIA LANE





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

INV #7193

OFFICE USE ONLY

ADMIN2020-00 06

REC'D: 3/25/2020 BY: 8/8

PAYMENT: \$ _____ TYPE: _____

CC MEETING DATE: _____



**WATER/SEWER & VOLUNTARY ANNEXATION
APPLICATION**

APPLICANT INFORMATION

Owner Name: DAVE D. ROWLAND / MARGARET ROWLAND

Mailing Address: 4905 EXETER LANE JACKSONVILLE, FL 32210

Telephone: 904-759-8800 Fax: _____

Email: drowlandnole@gmail.com

Agent Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPERTY INFORMATION

Street Address: 745 MAGNOLIA LANE

Parcel Identification Number(s): LOT 7, BLOCK 1, SUBDIVISION 60 PROP ID: 00-00-30-0620-0001-0060

PROJECT INFORMATION

Total Number of Lots/Parcels: 1 LOT

Less than One (1) acre Sq. Footage: 0.25 ACRE One (1) Acre or Greater: _____

Existing Zoning Classification: RESIDENTIAL

Existing Future Land Use Classification: RESIDENTIAL

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 24 day of MARCH, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and DUANE ROWLAND (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#: 00-00-30.0620-0001-0060

GENERALLY DESCRIBED AS: 745 MAGNOLIA LAVE FERNANDINA BEACH, FL 32034

ADDRESSED AS: RESIDENCE

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: Duane D. Rowland
Applicant

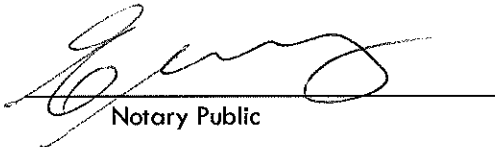
By: Margaret A. Rowland
Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,

this 24 day of MARCH, 2020,

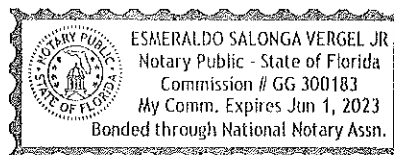
by DUANE D. ROWLAND & MARGARET A. ROWLAND


Notary Public

ESMERALDO S. VERGEL JR
Printed Name
Expires

JUNE 1, 2023
My Commission

Personally Known _____ OR Produced Identification ☒ ID Produced: FLORIDA DRIVERS LIC



Description of Request: Home is currently on septic, being abandoned now.
Desire is to put home on sewer, and eventually two other
lots.

SIGNATURE/NOTARY

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

MARCH 24, 2020
Date

Duane D. Rowland, Margaret A. Rowland
Signature of Applicant

STATE OF FLORIDA
DUVAL }
COUNTY OF ~~NASSAU~~ ss }

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day
of MARCH, 2020, by DUANE D. ROWLAND AND MARGARET ANN ROWLAND

[Signature]
Notary Public

ESMERALDO S. VERGEL JR JUNE 1, 2023
Printed Name My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FLORIDA DRIVERS LLC.

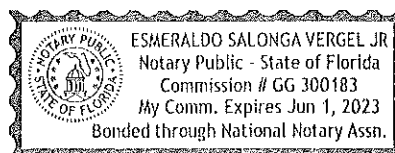
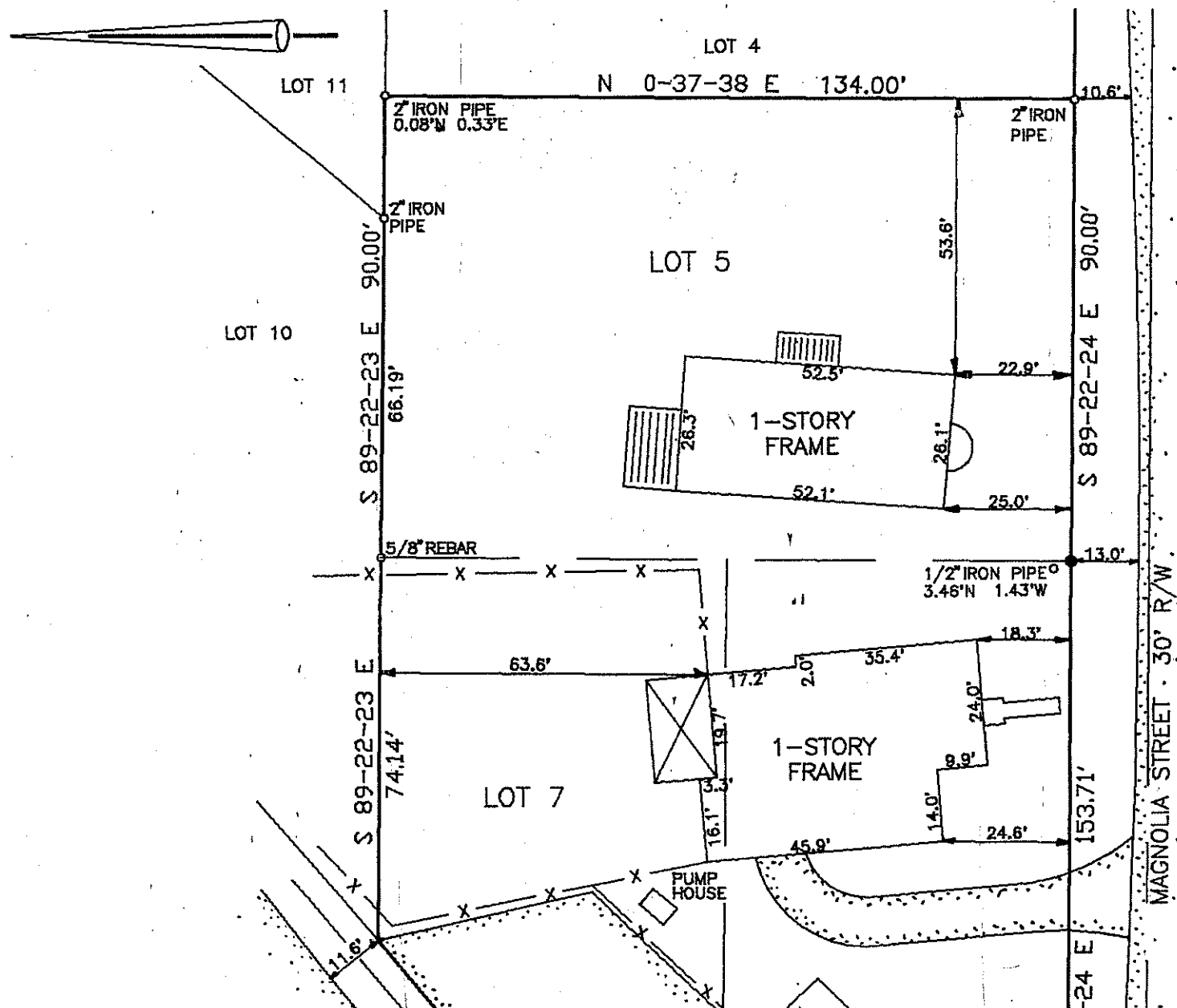


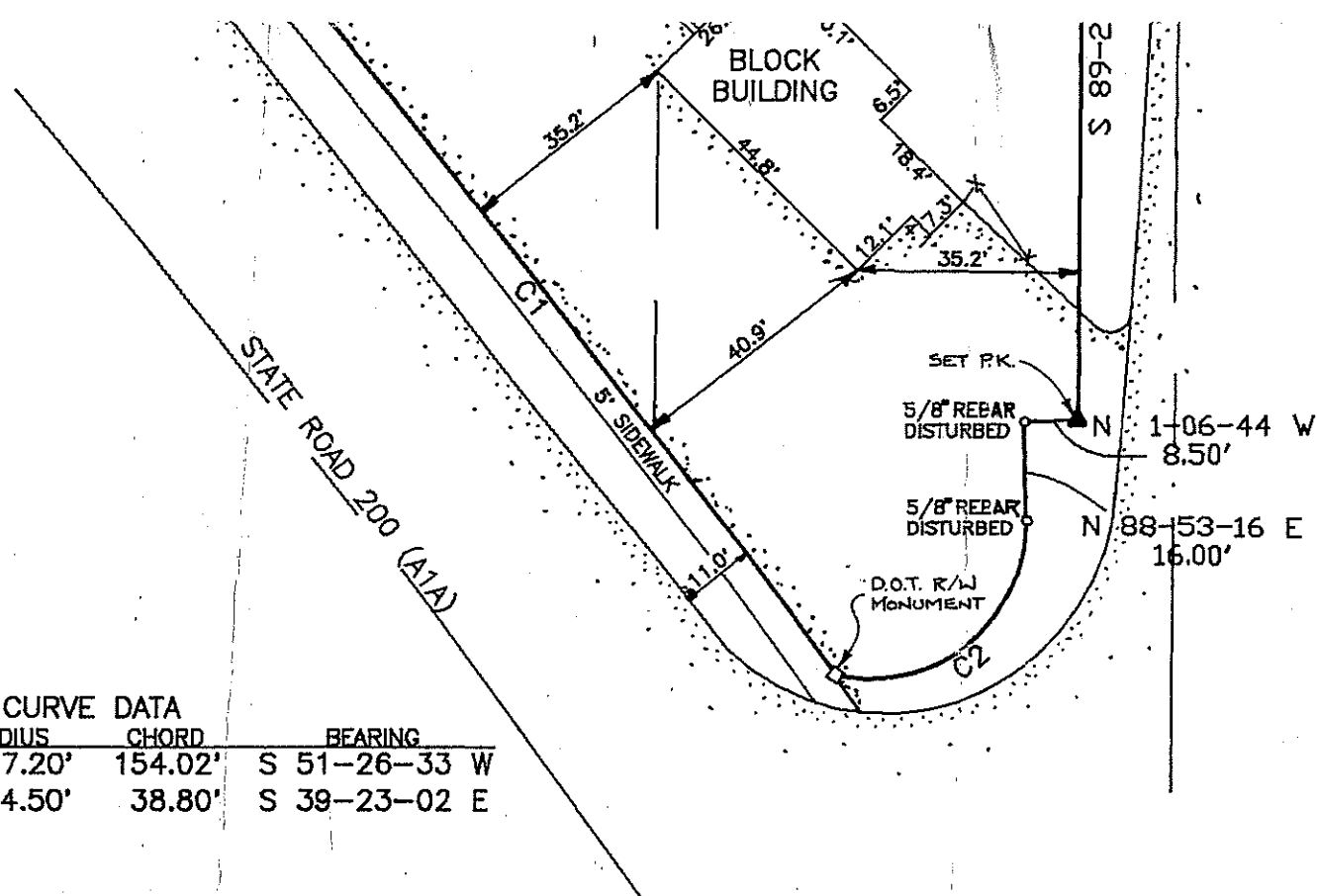
EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

MAP SHOWING BOUNDARY SURVEY OF

LOCK 1, EAST 40.0' OF LOT 5 AS RECORDED IN O.R.B. 474, PAGE 196 TOGETHER WITH BLOCK 1, WEST 50.0'
 LOT 5 AS RECORDED IN O.R.B. 471, PAGE 579 TOGETHER WITH BLOCK 1, LOTS 6&7 AS RECORDED IN O.R.B.
 304, PAGE 512-517 (EXCLUDING R/W AS RECORDED IN O.R.B. 137, PAGE 576), PUBLIC RECORDS,
 NASSAU COUNTY, FLORIDA.





CURVE DATA				
#	DELTA	RADIUS	CHORD	BEARING
C1	4-16-12	2067.20'	154.02'	S 51-26-33 W
C2	104-42-54	24.50'	38.80'	S 39-23-02 E

SURVEY FOR: BERTHA M. ROWLAND & RENEE ROWLAND

BEARINGS SHOWN THUS REFER TO STATE ROAD DEPARTMENT R/W MAP, STATE ROAD 200, SECTION 74060-2504, SHEET 3

KING AND ASSOCIATES, INC.

1235 S. 10th STREET BUILDING B
FERNANDINA BEACH, FL 32034

JACKSONVILLE 353-2260
NASSAU CO. 904-261-5393

I HEREBY CERTIFY THAT THE PARCEL IS NOT IN THE SPECIAL FLOOD HAZARD AREA AND IS LOCATED IN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP 120170 0237C FOR NASSAU COUNTY, FLORIDA. DATED: 5-4-88

SCALE: 1"=30'

DATE: 7-20-90

DRN BY: B.E.N.

CKD BY: N.P.

JOB NO: 90/517

F.R. NO: 154

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 21HH-6, F.A.C. CERTIFIED TO:

- ☐ CONCRETE MON.
- ☐ IRON FOUND
- ☒ IRON SET
- ☒ FENCE
- ☐ CROSS CUT

[Signature]



A. Michael Hickox, CFA

Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



- Change of Address
- 
- 
- 
- 
- 
- 
- 

PROPERTY INFORMATION

Parcel Number 00-00-30-0620-0001-0060

Owner Name

ROWLAND DUANE D &

Mailing Address

ROWLAND MARGARET A

745 MAGNOLIA LANE

FERNANDINA BEACH, FL 32034

Location Address

745 MAGNOLIA LN

FERNANDINA BEACH 32034

Tax District

UNINCORPORATED MIDDLE ISLAND

Millage

16.5856

Homestead

No

Property Usage

SINGLE FAM 000100

Deed Acres

0

Short Legal

BLOCK 1 LOTS 6 7 (EX S-1) IN OR 2211/354 (EX R/W IN OR 137 PG 576)

2019 Certified Values

Land Value

\$37,500

(+) Improved Value

\$81,248

(=) Market Value

\$118,748

(-) Agricultural Classification

\$0

(-) SOH or Non-Hx* Capped Savings

\$

(=) Assessed Value

\$118,748

(-) Homestead

\$0

(-) Additional Exemptions

\$0

(=) School Taxable Value

\$118,748

(-) Non-School HX & Other Exempt Value

\$0

(=) County Taxable Value

\$118,748

Note - *10% Cap does not apply to School Taxable Value

Property Search

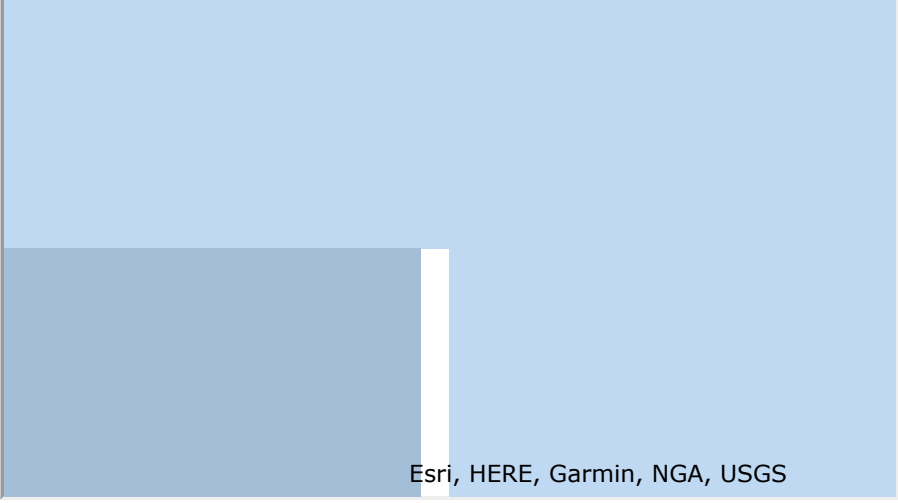
Map This Parcel

GIS Report

Property Record Card

Print Friendly Page

PARCEL MAP



Esri, HERE, Garmin, NGA, USGS

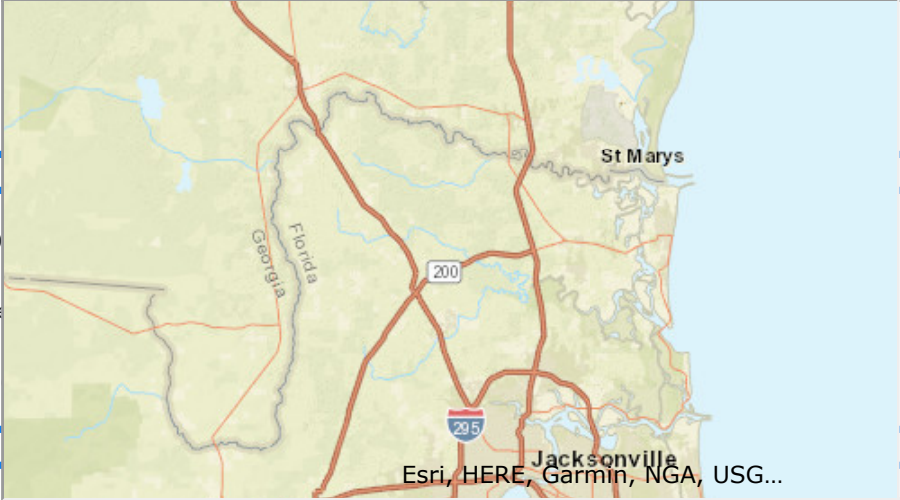
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassaufipa.com

LOCATION MAP



BUILDING INFO					
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior
SINGLE FAM	2148	1568	3	1.5	AL SIDING

MISCELLANEOUS INFORMATION				
Description	Dimensions L X W	Units	Year Built	
ASPHALT A	55 X 8	440	1982	

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-07-16	2211 / 354	\$119,000	WD	U	Y	RHATIGAN ELAINE & RAYMOND L ROWLAND ET AL	ROWLAND DUANE D & MARGARET A
2018-05-15	2197 / 1638	\$0	FJ	U	Y	ROWLAND BARRY EDWIN ESTATE	WILLIAMSON JANICE B
2017-07-24	2135 / 1510	\$100	FJ	U	Y	ROWLAND BERTHA M EST	RHATIGAN ELAINE 1/8, DUANE ROWLAND 1/8, ET AL
1980-07-01	318 / 385	\$100	QC	U	Y		

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-62
Work Order 20-91 - Passero Associates, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-62

SYNOPSIS: The proposed Passero Associates Work Order 20-91 in the amount of \$89,200 is for design and bid support services to construct an estimated six new T-Hangar units at the Fernandina Beach Municipal Airport. This project is grant funded by FDOT, and the first phase of funding has been accepted under Public Transportation Grant Agreement #434909-1 in the amount of \$230,000, with a 50% matching requirement from the Airport. A supplemental grant is expected within the next fiscal year providing an additional project grant funding allotment of \$1.02M, with a 50% match requirement from the Airport. The preliminary cost estimate for construction of six T-Hangar units, site work, and taxilane extensions is \$1M.

Following completion of construction, Airport staff will conduct a market analysis to set pricing for rental of new T-hangar units at the Airport. It is estimated that these six new units would produce, dependent upon pricing, between \$25,000 and \$29,000 in new revenue for the Airport each year. There are currently sixty-four individuals on a hangar waiting list, and this project will also provide additional hangar space given the strong demand reflected on the waiting list.

FDOT has reviewed this Work Order and concurred with cost and scope of services.

FISCAL IMPACT: Funding to support Work Order 20-91, including the City's cost share, has been budgeted in Airport Improvements account, 420 56300, in FY 19/20 budget. Funding for the construction phase of this project will be budgeted in the upcoming fiscal year.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-62.

Dale L. Martin, City Manager 4/23/2020

Pauline Testagrose, Comptroller 4/23/2020

Tammi E. Bach, City Attorney 4/24/2020

Date: March 04, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 20-91 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND BID SUPPORT SERVICES FOR CONSTRUCTION OF NEW T-HANGAR UNITS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT, AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has allocated up to a total estimated \$1.3M in grant funding, with a 50% matching requirement from the Airport, in support of this project and

WHEREAS, Passero Associates, LLC has proposed design and bid support services under Work Order 20-91, attached as Exhibit "A," and FDOT has reviewed and concurred with the cost and scope of these services.

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

SECTION 1. The City Commission hereby approves Work Order 20-91 with Passero Associates, LLC, attached hereto as Exhibit "A", in the amount of \$89,200 to provide design and bid support services for construction of new T-Hangar units at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 20-91 upon review of the City Attorney.

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

ADOPTED this 5th day of May, 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



Fernandina Beach Municipal Airport (FHB)

Expansion of Stacked T-Hangars 6 and 7

**Design and Bid
Support Services**

By
Passero Associates, LLC
(Passero Project No. 99000047.0091)

Work Order 20-91

Work Order 20-91
Expansion to Stacked T-Hangars 6 and 7 at Fernandina Beach Municipal Airport

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

Project Location: North Terminal Area, Fernandina Beach Municipal Airport, Fernandina Beach, FL

Project Description: Provide design contract documents necessary for expansions to existing Stacked T-Hangars 6 and 7. Hangar 6 modifications to generally include the addition of 3 T-Hangar units with toilet room and storage room. Hangar 7 modifications to generally include the addition of 3 Box Hangar units. Site improvements associated with the building expansions will include pedestrian access with concrete sidewalk connections, asphalt taxiway with aprons, utility connections, modifications of existing swales and stormwater. Please see the attached "Hangar Expansion Concept" dated February 27, 2020.

Scope of Basic Services: Conduct visual review of building, review as-built drawings, develop construction drawings for expansion of existing hangar buildings. (See Attachment A: Scope of Work.)

Scope of Special Services: Provide topographic, geotechnical and geophysical surveys.

Client Manager / Project Coordinator: Mr. Nathan Coyle, Airport Manager

PA Program Manager: Bradley J. Wentz, P.E., SE Aviation Services Director

PA Project Manager: Christopher Nardone, AIA, Senior Project Architecture

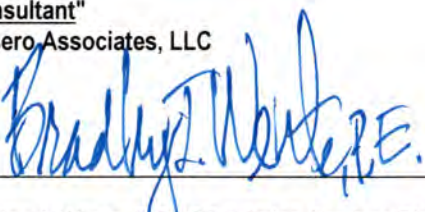
<u>Design/Permitting Services Compensation and Method of Payment:</u>	Not-to-Exceed:	\$66,100.00
<u>Bidding Services and Method of Payment:</u>	Not-to-Exceed:	\$12,000.00
<u>Special Services and Method of Payment:</u>	Not-to-Exceed:	\$11,100.00
<u>Total Project Cost:</u>	Not-to-Exceed:	\$89,200.00

Schedules and Meetings: One client meeting for site observation and project initiation. Additional as detailed in Attachment A: Scope of Work.

Deliverables: As detailed in Attachment A: Scope of Work.

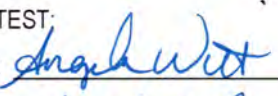
"Consultant"

Passero Associates, LLC

BY: 

Bradley J. Wentz, P.E., SE Aviation Services Director
Typed Name and Title

ATTEST:

BY: 

Angela Witt, Grants/Contracts
Name, Title

3/2/2020
Date

"Client"

City of Fernandina Beach

BY: _____

Dale L. Martin, City Manager
Typed Name and Title

ATTEST:

BY: _____

Name, Title

Date

Attachment A: Scope of Work

Expansion to Stacked T-Hangars 6 and 7 at **Fernandina Beach Municipal Airport – North Terminal Area** **Design and Bid Support Services**

I. PROJECT DESCRIPTION

Provide design contract documents necessary for structural modifications and expansions to existing Stacked T-Hangars 6 and 7. Hangar 6 modifications to generally include structural modification of existing building and the addition of 3 T-Hangar units with toilet room and storage room. Hangar 7 modifications to generally include structural modifications and the addition of 3 Box Hangar units. Site improvements associated with the building expansions will include pedestrian access with concrete sidewalk connections, asphalt taxiway with aprons, water, and sanitary sewer connections, modifications of existing swales and stormwater. Please see the attached "Hangar Expansion Concept" dated February 27, 2020. See attached Sketch.

II. SCOPE OF BASIC SERVICES

Passero Associates (Consultant) will provide the following services to assist the City of Fernandina Beach (City):

A. Design Phase

1. Prepare construction plans and supplemental documents as required for building permit and public bid to include all architectural, civil, and structural engineering necessary to complete the design.
2. Provide final design bid documents to the City and FDOT.
3. Electrical Design Services:
 - Specification and layout of electrical systems to include: interior and building mounted lighting systems, interior convenience power and receptacle systems, raceways and boxes for special systems (telephone, data, security).
4. Plumbing Design Services:
 - Design of plumbing systems including water service equipment, domestic water distribution, and storm and sanitary sewer.

B. Stormwater Design / Permitting Phase

1. Coordination with stormwater design. (Design and Permitting with St. John's River Water Management District).
2. Site Permit Coordination with City of Fernandina is included in this scope of work.

C. Bid Phase

1. Bidding assistance including answering RFI questions and issuing clarifications, as required.
2. One (1) pre-bid walk-thru with potential bidders.
3. Preparation and distribution of bid addenda as needed.

4. Preparation of bid tabulation and recommendation of award letter.

D. Permit Administration Phase

Passero will provide permit administration services to assist the City during the project. The following services shall be included:

1. Permitting Administration
 - Submission of documents and applications to the following agencies:
 1. City of Fernandina for TRC
 2. Airport Advisory Committee
 3. Local building permitting with city building department
 4. Stormwater permitting with St. Johns River Water Management District
 5. City Commission
 - Response to any comments and resubmission as required

The Client acknowledges that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend Passero Associates' services may be required.

III. SPECIAL SERVICES

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

A. Topographic Survey (Manzie and Drake Land Surveying)

- a. Topographic survey required for the proposed hangar additions will be performed and results will be shared with Client.

B. Geotechnical Survey (ECS Florida, LLC)

- a. Geotechnical site investigation will be conducted in the area of proposed hangar expansions and the proposed stormwater. An associated geotechnical report shall be provided to the Client.

C. Geophysical Investigation (GeoView, Inc.)

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

IV. OTHER CONSIDERATIONS AND CONTRACT EXCLUSIONS

- A. Below we have listed services that are excluded from those provided in our Basic Services. If during the review process, any of these additional services are required, Consultant will identify cost and provide a proposal to perform the additional services.

- a. Any item not specifically outlined herein.
- b. Environmental Testing, Auditing and Permitting

- c. This project does not include any form of special services, (other than as specified above).
 - d. No permit fees are included.
 - e. Design services are not included, except those listed above.
 - f. Deconstructive Testing and Auditing.
 - g. Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - h. Asbestos/Lead Consultation, Identification of Asbestos/Lead in the Project Area, or Design of any Asbestos /Lead Abatement Work.
 - i. Payment of Any Utility Fees, County Health Department Fees, permit fees, impact fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
 - j. HVAC; Plumbing; Fire Protection; or Electrical Design, other than as specified above.
- B. The City is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

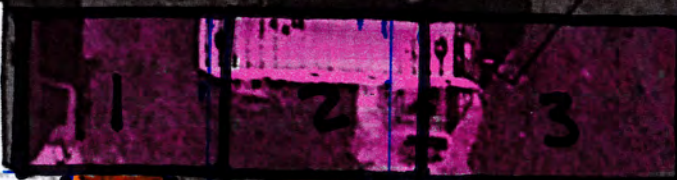
End of Scope of Work.

Hangar Expansion Concept 02.27.2020

Legend

T-HANGAR #7
 $\pm 7,000' \text{ EXT} + \pm 4,760' = \pm 11,760'$

T-HANGAR #6
 $\pm 7,000' \text{ EXT} + \pm 3,562' = \pm 10,562'$



25'

50'



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-63
Work Order 20-92 - Passero Associates, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-63

SYNOPSIS: Passero Associates, LLC has proposed design and environmental permitting support services related to the Amelia Riverfront resiliency, stabilization and living shoreline from the southeast corner of parking lot D to Atlantic Seafood under Work Order 20-92.

FISCAL IMPACT: Funding is included in Stormwater Improvements account, 470 56300, in FY 2019/2020.

Funds will be reimbursed to the City through grant award LP45013 titled "Fernandina Beach Stormwater Shoreline Stabilization" from the Florida Department of Environmental Protection.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-63.

Lorelei Jacobs, Grants Administrator	4/24/2020
Andre Desilet, Stormwater Manager	4/24/2020
Dale L. Martin, City Manager	4/28/2020
Pauline Testagrose, Comptroller	4/28/2020
Tammi E. Bach, City Attorney	4/28/2020
Katie Newton, Legal Assistant	4/28/2020

Date: March 12, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 20-92 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND ENVIRONMENTAL PERMITTING SUPPORT SERVICES RELATED TO THE AMELIA RIVERFRONT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Passero Associates, LLC has proposed design and environmental permitting support services related to the Amelia Riverfront resiliency, stabilization and living shoreline from the southeast corner of parking lot D to Atlantic Seafood under Work Order 20-92; and

WHEREAS, grant funding has been awarded to the City of Fernandina Beach for the purposes described above through the Florida Department of Environmental Protection Grant LP45013 titled "Fernandina Beach Stormwater Shoreline Stabilization" located in the Stormwater Improvements account, 470 56300.

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

SECTION 1. The City Commission hereby approves Work Order 20-92 with Passero Associates, LLC, attached hereto as Exhibit "A", in the amount of \$106,500 to provide design and environmental permitting support services related to the Amelia Riverfront resiliency, stabilization and living shoreline from southeast corner of parking lot D to Atlantic Seafood.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 20-92 upon review of the City Attorney.

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

ADOPTED this 5th day of May, 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



City of Fernandina Beach

Amelia Riverfront – Engineering / Feasibility Study
(Phase 2)

(Design Development Documents and Environmental
Permitting for Resiliency and Stabilization of
Parking Lot D)

By
Passero Associates, LLC
(Passero Project No. 99000047.0092)

Work Order 20-92

Work Order 20-92 (Amelia Riverfront – Engineering / Feasibility Study – Phase 2)

(Design Development Documents and Environmental Permitting for Resiliency and Stabilization of Parking Lot D)

City of Fernandina Beach (Front Street), Fernandina Beach, Florida

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

Project Location: City of Fernandina Beach, Amelia Riverfront (Front Street), Fernandina Beach, FL

Project Description: Provide design development documents and environmental permitting for Amelia Riverfront resiliency, stabilization and living shoreline from southeast corner of parking lot D to Atlantic Seafood. See attached project sketch for proposed project area.

Scope of Basic Services: See Attachment A – Scope of Work (Basic Services).

Scope of Special Services: Topographic survey, geotechnical investigation, hydrographic survey and environmental permitting.

Client Manager / Project Coordinator: Dale Martin, City Manager

PA Program Manager: Andrew Holesko, CM, Vice President

PA Project Manager: Christopher Nardone, AIA, Senior Project Architect.

Basic Services Compensation and Method of Payment: Not-to-Exceed: \$ 50,000.00

Special Services Compensation and Method of Payment: Not-to-Exceed: \$56,500.00

Total Project Fee: Not-to-Exceed: \$ 106,500.00

Schedule and Meetings: Start work immediately upon authorization of this work order. (See Attachment A – Scope of Work)

Deliverables:

1. Design Development Drawings and Updated Opinion of Probable Costs.
2. Permitting as listed in Paragraph III.4-Permitting.
3. Project meetings and presentations, as requested by the City.

"Consultant"

Passero Associates, LLC

BY: _____

Andrew Holesko, Vice President

Typed Name and Title

ATTEST:

BY: _____

Name, Title

Date

"Client"

City of Fernandina Beach

BY: _____

Dale L. Martin, City Manager

Typed Name and Title

ATTEST:

BY: _____

Name, Title

Date

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

Work Order 20-92 (Amelia Riverfront – Engineering / Feasibility Study – Phase 2)

(Design Development Documents and Environmental Permitting for Resiliency and Stabilization of Parking Lot D)

City of Fernandina Beach (Front Street), Fernandina Beach, Florida

I. Project Description

Provide design development documents and environmental permitting for Amelia Riverfront resiliency, stabilization and living shoreline from the southeast corner of parking lot D to Atlantic Seafood.

See attached Project Sketch for proposed project area.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Fernandina Beach (City) with the Engineering / Feasibility Study (Phase 2) of the Amelia Riverfront:

A. Design Phase (Bulkheads and Living Shoreline Stabilization):

- a. Concept / Schematic Design: Completed in April of 2020.
- b. Design Development Documents (30-60% design completion):
Passero will provide Design Development Documents based on the approved Concept / Schematic Drawings. The Design Development Documents shall illustrate and describe the refinement of the design of the Project by:
 - Establishing the scope, relationships, forms, size and appearance of the Project by means of:
 - o Site and detailed plans.
 - o Sections.
 - o Elevations.
 - o Typical construction details.
 - The Design development Documents shall include preliminary specifications that identify major materials and systems and establish their general quality levels.
 - Provide an updated opinion of probable costs.
 - Submit documents to the City and other agencies for review and comment.
 - The design team and the City will conduct a design review meeting to discuss contents, costs and other comments.
- c. Construction Documents (60-90-100%):
Future Phase, Not included in this Authorization.
- d. MEP Design Services: Not applicable or included.
- e. Structural Design Services:
 - Kick-off meeting with Consultant and Client to review Project requirements.
 - Design Development Phase:
 - o Provide preliminary structural general notes and material specifications on drawings.
 - o Provide preliminary plans with identification of any special foundation design considerations, if necessary (i.e. ground improvement, deep foundations, etc...).
 - o Foundation and Stabilization design considerations.
 - o Provide typical sections and details.
 - o Attendance at design review meetings. (via conference call)
 - Construction Document Phase: Future Phase, Not included in this Authorization.

B. Bidding Phase:

- Future Phase, not included in this Authorization

C. Permitting Support:

- Passero Staff: Coordination with Environmental Resource Solutions through permitting process detailed below.

D. Construction Administration:

- Future Phase, not included in this authorization.

III. Special Services

Special services associates with this project may include:

1. Topographic survey (Manzie and Drake),
2. Geotechnical (subsurface) investigation (ECS Florida),
3. Hydrographic survey (DeGrove),
4. Environmental Permitting (Environmental Resource Solutions), see proposal attached.
 - Site Development Review with City of Fernandina Beach, Technical Review Committee (TRC), if required.
 - Standard General Environmental Resource Stormwater Permit by St. Johns River Water Management District, if required.
 - Environmental Resource Permit (ERP) issued by Florida Department of Environmental Protection (FDEP), pursuant to 62-330 Florida Administrative Code.
 - Standard Permit issued by U.S. Army Corps of Engineers (USACE), pursuant to Section 404 of the Clean Water Act and Section 10 of the River and Harbors Act.
 - Authorization from Sovereign Submerged Lands (SSL) and FDEP.
 - Coordinate and respond to comments by:
 - o National Marine Fisheries Service (NMFS),
 - o U.S. Fish and Wildlife Service (FWS),
 - o Florida Fish and Wildlife Conservation Commission (FWC),
 - o Florida Division of Historical Resources (DHR), and
 - o Seminole Tribe of Florida (ST), if required.

No additional special services are included; however, if during the project additional special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Schedule

After receiving the Notice-To-Proceed (NTP) from the City of Fernandina Beach, the Consultant will immediately be available to work on the project. The proposed schedule of completion for this work is 3-4 months from the date of authorization, with project meetings scheduled with City, as needed.

V. Fee Summary

Passero Associates (PA) will complete Phase 2 of the Amelia Riverfront – Engineering / Feasibility Study for the area starting at the southeast corner of parking lot D to Atlantic Seafood, along Front Street, Fernandina Beach, Florida for a Not-To-Exceed fee of \$106,500 (one hundred six thousand five hundred dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

Fee Summary:

FEE SCHEDULE SUMMARY		
II	Basic Services (Resiliency, Stabilization and Shoreline Protection)	\$50,000
	▪ Design Phase (Bulkheads and Living Shoreline Stabilization)	
	▪ Permitting Support	
III	Special Services	\$56,500
	▪ Topographic Survey (Manzie and Drake)	
	▪ Geotechnical Investigation (ECS Florida)	
	▪ Hydrographic Survey (DeGrove)	
	▪ Environmental Permitting (Environmental Resource Solutions)	
	Total Design Services Fee	\$106,500

VI. Other Considerations and Exclusions

1. Below we have listed services that are excluded from those provided in our Professional Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - CAD Files and Completed Drawings, unless otherwise included.
 - Post-Construction Record Documents, unless otherwise included.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
 - Electrical
 - Selection, layout, and specification of electrical systems that are not included in the Scope of Work above, including (but not limited to) the selection, layout, and specification of sound systems, paging systems, security systems, telephone-data equipment, and emergency power/generator systems.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services



27 March 2020

Mr. Chris Nardone, AIA
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, Florida 32095

**RE: Fernandina Beach Riverfront
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P20097**

Dear Mr. Nardone:

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, is pleased to provide you with this proposal/contract to conduct field assessments and agency coordination to facilitate the composition of state and federal permit applications for the implementation of shoreline improvements along the Fernandina Beach Riverfront in Nassau County, Florida.

This proposal includes all anticipated environmental tasks necessary to acquire Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) permits for the proposed project. Surveying, geotechnical investigation/analysis, Phase I/II Environmental Assessments, and cultural resource assessments are not included as part of this proposal. If these services are required during the course of the project, ERS is able to make subcontractor recommendations if needed.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS
A Division of SES Energy Services LLC

Jonathan Summerfield, PWS
Senior Environmental Scientist/Project Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

JDS/P20097_FBRiverfront_3-27-20

PROPOSAL/CONTRACT
Prepared for:
Mr. Chris Nardone, AIA
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, Florida 32095
27 March 2020

RE: Fernandina Beach Riverfront
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P20097

Scope of Services

Task 1 – Wetland Delineation and Wildlife Assessment. Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, will delineate the limits of jurisdictional wetlands associated with the project pursuant to the current regulations and guidance of the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE). Wetland limits will be flagged in the field with sequentially numbered survey tape, and the approximate position of each point will be located with a handheld Global Positioning System (GPS) device.

ERS biologists will assess the site for the potential presence of protected wildlife species or their habitats during the wetland delineation effort. If any threatened or endangered species are observed, their locations will be noted. If occupied gopher tortoise habitat is identified, ERS will utilize a GPS to delineate the approximate extent and the location of gopher tortoise burrows and/or suitable habitat.

ERS will provide a map depicting the approximate location of the flagged wetland line and will prepare a brief report detailing the presence, or lack of, any state-listed or federally-listed species or suitable habitat identified within the project limits. This report will assist with future coordination with Florida Fish and Wildlife Conservation Commission (FWC), U.S. Fish and Wildlife Service (FWS), and National Marine Fisheries Service (NMFS).

Task 1 – Fixed Fee\$3,000.00

**Note: If gopher tortoise burrows are identified during the protected species survey, ERS will prepare and submit a separate proposal for survey of 100% of suitable gopher tortoise habitat, FWC permitting, and tortoise relocation efforts.*

Task 2 – Sovereign Submerged Lands Coordination. ERS will coordinate with FDEP and Florida Division of State Lands (DSL) to address proprietary interest issues for lands and waters within the project limits. This may also include coordination with USACE Real Estate and Navigation Divisions. Information collected during this task will assist in the planning and design of final shoreline protection measures.

Task 2 – Not to Exceed.....\$4,000.00

Task 3 – Pre-Application Meetings. ERS will attend pre-application meetings with FDEP and USACE staff to discuss permitting options, preliminary designs, permitting strategies, and mitigation options if necessary.

Task 3 - Fixed Fee.....\$2,000.00 (\$1,000.00 per agency meeting)

Task 4 – FDEP Permitting Assistance. ERS will assist the project engineer with FDEP permitting efforts and coordination of sovereign submerged lands authorizations for the proposed project. ERS will prepare the text, tables, and graphics needed to address the environmental portions of the environmental resource permit (ERP) applications. If wetland impact mitigation is deemed necessary, ERS will prepare a functional assessment to determine the amount and type of mitigation needed to offset permanent (unavoidable) impacts. It is anticipated that mitigation bank credits will be utilized to offset unavoidable impacts. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Task 4 – Not to Exceed.....\$10,000.00

Task 5 – USACE Permitting Assistance. ERS will assist the project engineer with USACE permitting efforts for the proposed project. ERS will prepare the text, tables, and graphics needed to apply for a Standard Permit. This application package will include alternative site analyses, wetland avoidance and minimization discussions, preliminary jurisdictional determination documentation, public noticing information, and narratives/graphics to facilitate Section 7 consultation with FWS and NMFS. If wetland impact mitigation is deemed necessary, ERS will prepare a functional assessment to determine the amount and type of mitigation needed to offset permanent (unavoidable) impacts. It is anticipated that mitigation bank credits will be utilized to offset unavoidable impacts. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Task 5 – Not to Exceed.....\$10,000.00

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For: _____

Date: _____

By: _____

(Signature)

(Printed/Typed)

For: **SES Energy Services LLC (ERS Division)**

Date: 27 March 2020

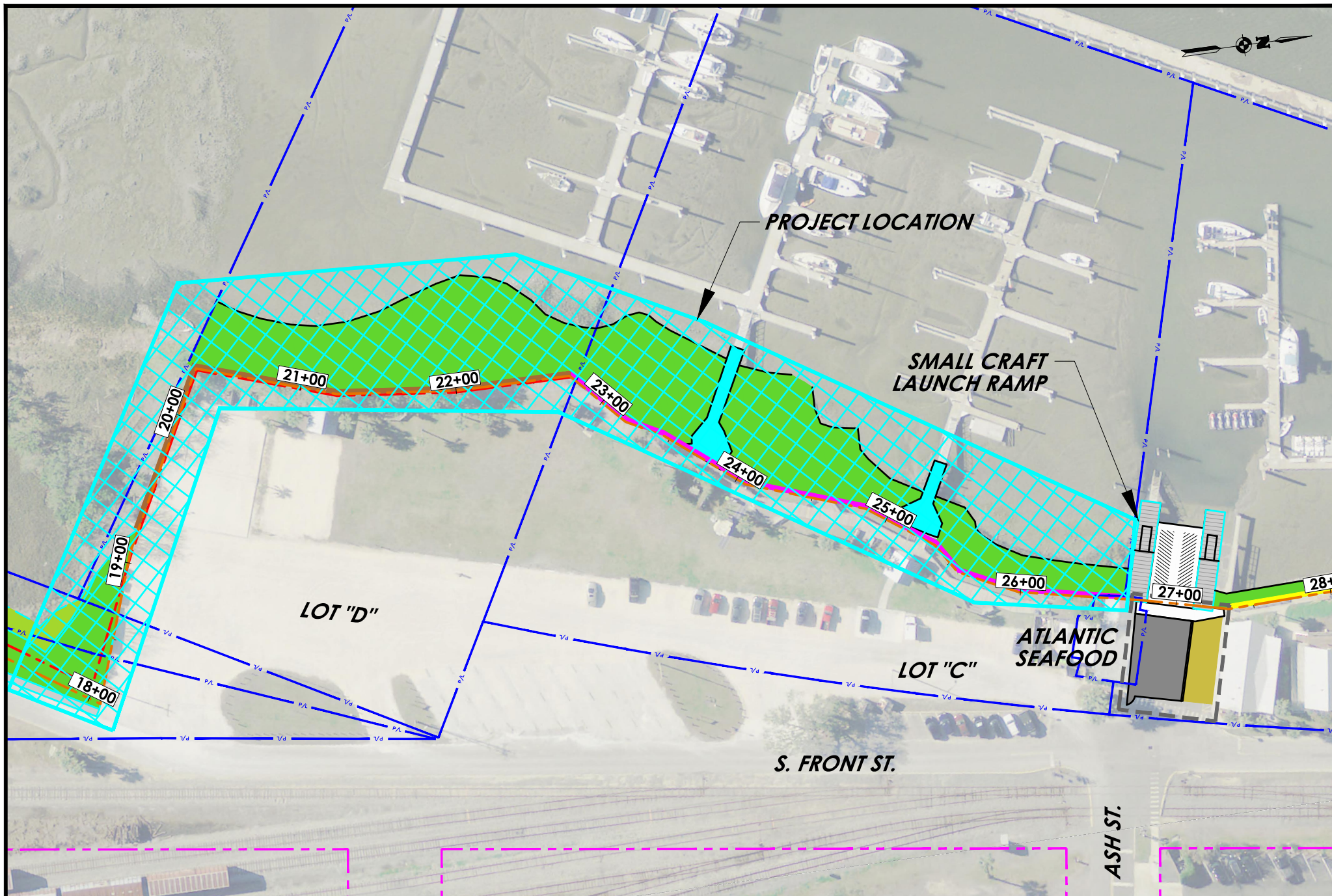
By:  _____

(Signature)

Kim Allerton

(Printed/Typed)

JDS/P20097_FBRiverfront_3-27-20



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-64
Work Order 20-93 - Passero Associates, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-64

SYNOPSIS: Passero Associates, LLC has proposed the completion of a waterfront stabilization analysis and building condition assessment of Brett's Waterway Café under Work Order 20-93.

The study will include a detailed Building Condition Assessment for Brett's Waterway Café identifying current building deficiencies, a recommendation for corrections to deficiencies and probable costs for corrections. The Building Assessment will also assess and identify deficiencies with waterfront stabilization (bulkhead under Brett's Waterway Café) between parking lots A and B.

FISCAL IMPACT: Funding is included in the CDBG Economic Improvements account, 130 56300, in FY 2019/2020.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-64.

Lorelei Jacobs, Grants Administrator	4/24/2020
Dale L. Martin, City Manager	4/27/2020
Pauline Testagrose, Comptroller	4/28/2020
Tammi E. Bach, City Attorney	4/28/2020
Katie Newton, Legal Assistant	4/28/2020

Date: March 13, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 20-93 WITH PASSERO ASSOCIATES, LLC TO PROVIDE A WATERFRONT STABILIZATION ANALYSIS AND BUILDING CONDITION ASSESSMENT OF BRETT'S WATERWAY CAFÉ; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Passero Associates, LLC has proposed the completion of a waterfront stabilization analysis and building condition assessment of Brett's Waterway Café under Work Order 20-93; and

WHEREAS, the study will include a detailed Building Condition Assessment for Brett's Waterway Café identifying current building deficiencies, a recommendation for corrections to deficiencies and probable costs for corrections. The Building Assessment will also assess and identify deficiencies with waterfront stabilization (bulkhead under Brett's Waterway Café) between parking lots A and B; and

WHEREAS, funding for the above-stated purpose has been made available from the Florida Department of Economic Opportunities Small Cities Community Development Block Grant and is located in CDBG Economic Improvements account, 130 56300;

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

SECTION 1. The City Commission hereby approves Work Order 20-93 with Passero Associates, LLC, attached hereto as Exhibit "A", in the amount of \$102,000 to complete a waterfront stabilization analysis and building condition assessment of Brett's Waterway Café.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 20-93 upon review of the City Attorney.

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

ADOPTED this 5th day of May, 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



Amelia Riverfront

Engineering / Study (and recommended design) – Phase 3

(Waterfront Stabilization Analysis Between Parking Lots A and B, Building Condition Assessment of Brett's Waterway Café to Support Resiliency Planning)

By

Passero Associates, LLC

(Passero Project No. 99000047.0093)

Work Order 20-93

Work Order 20-93 (Amelia Riverfront – Engineering / Study (and recommended design) – Phase 3)

(Waterfront Stabilization Analysis Between Parking Lots A and B, Building Condition Assessment of Brett's Waterway Café to Support Resiliency Planning)

Fernandina Beach, FL 32034

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

Project Location: 1 S. Front St., Fernandina Beach, FL 32034.

Project Description: Provide a detailed Building Condition Assessment and recommended design, for Brett's Waterway Café, identifying current building deficiencies, recommendations and alternatives for corrections to deficiencies, as required by current codes and regulations and probable costs for corrections. Building Assessment will also assess and identify deficiencies with waterfront stabilization (bulkhead under Brett's Waterway Café) between parking lots A and B.

Scope of Basic Services: See Attachment A - Scope of Work (Basic Services).

Scope of Special Services: None.

Client Manager / Project Coordinator: Dale Martin, City Manager.

PA Program Manager: Andrew Holesko, CM, Vice President.

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

Basic Services Compensation and Method of Payment: Not-to-Exceed: \$ 92,000.00

Special Services Compensation and Method of Payment: Not-to Exceed (Thomas May): \$10,000.00

Total Project Fee: Not-to-Exceed: \$ 102,000.00

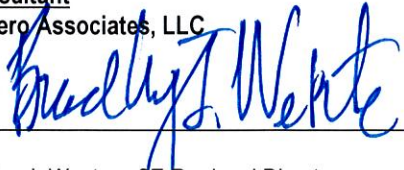
Schedule and Meetings: Start work immediately upon authorization of this work order. (See Attachment A – Scope of Work)

Deliverables:

1. Building Condition Assessment Report, rehabilitation alternatives and recommended design.
2. Condition Assessment of Bulkhead between parking lots A and B.
3. Resiliency and Feasibility Engineering / Study (Design) Recommendations.

"Consultant"

Passero Associates, LLC

BY: 

Bradley J. Wentz SE Regional Director

Typed Name and Title

ATTEST:

BY: 

Angela Witt Grants/Contracts Admini.
Name, Title

Date

4/28/2020

"Client"

City of Fernandina Beach

BY: _____

Dale L. Martin, City Manager

Typed Name and Title

ATTEST:

BY: _____

Name, Title

Date

Attachment A - Scope of Work (Amelia Riverfront – Engineering / Study (and recommended design) – Phase 3)

(Waterfront Stabilization Analysis Between Parking Lots A and B, Building Condition Assessment of Brett's Waterway Café to Support Resiliency Planning)

City of Fernandina Beach (1 S. Front Street), Fernandina Beach, FL 32034

I. Project Description

Passero Associates will assist the City with technical analysis of the Waterfront Stabilization between parking lots A and B by providing a detailed Building Condition Assessment, alternatives and recommended design required to meet current codes and regulations, for Brett's Waterway Café, identifying current building deficiencies, recommendation for corrections to deficiencies and probable costs for corrections. Building Assessment will also assess and identify deficiencies with waterfront stabilization (bulkhead under Brett's Waterway Café) between parking lots A and B.

Note: The specific nature of proposed / future development along the riverfront is not included within this scope of services.

See attached Project Sketch for proposed project area.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Fernandina Beach ("City" or "Client") with the Engineering / Study (Design - Phase 3) of the Amelia Riverfront:

A. Step 1 - Conditions and Base Mapping:

- Passero staff will refer to existing documents and conditions (with information from others) and provide new mapping of visible facilities, structures, drainage systems, etc. for bulkhead between parking lots A and B. This task includes the sharing of information to/from Andre Desilet within the scope of the Resiliency Plan (by others).

B. Step 2 - Stabilization Goal (elevation), including Risk Analysis (based on assigned elevation):

- Passero staff will utilize information gathered from Phase 1 of the Amelia Riverfront – Engineering / Feasibility Study to assign logical, basic future development goals and resulting physical, stabilized riverfront needs (and corresponding protected elevations). The most important step in this task is confirmation of a protected waterfront elevation (determined in Phase 1 of the study) and impact to which future bulkheads and related improvements will have on area between parking lots A and B and bulkhead under Brett's Waterway Cafe.
- The Passero Team has analyzed the waterfront region, evaluating shoreline conditions, and estimate surge, waves, tides, and corresponding waterfront overtopping and/or potential flood protection (bulkheads, etc.) failure for king tides and the 25-, 50-, and 100-year storm events, combining these effects to predict maximum water elevation and flooding. These elevations will also be combined with one Sea Level Rise (SLR) scenario (to be discussed with the City), with the resultant elevations overlain on the compiled base map from Step 1. This will allow the team to identify critical assets impacted by each of the scenarios examined, and estimate damages based upon an impact threshold determined cooperatively with the City. We will identify conceptual protection solutions for the bulkhead, to reduce damages and estimate the damage reduction. This will help the City understand its risk (damage consequences and corresponding probability of occurrence) to make informed decisions regarding risk reduction investments.
- We will use readily available flood hazard data such as the FEMA Flood Insurance Study for Nassau County. Overtopping rates and overland waves will be estimated with desktop tools (no modeling). The analysis will not extend beyond the limits of the base map developed in Step 1. No scenarios beyond the outlined above will be considered in this task. Flooding impacts from sources other than surge, waves, and tides (rainfall, e.g.) are not included. The only climate change consequence considered will be SLR. This study also excludes a formal benefit-cost analysis.
- Exclusions: Passero staff are not proposing to determine or assign the specific land uses beyond the edge of the riverfront. This task is focused on the existing and future protection of the bulkhead under Brett's Waterway Cafe.

C. Step 3 - Building Condition Assessment of Brett's Waterway Café to Support Resiliency Planning:

Passero (Team) staff will provide a Building Condition Assessment (BCA) for Brett's Waterway Café to Support the Resiliency Planning effort. The BCA will provide detailed and defensible opinions of property assets that provide short- and long-term considerations to assist the City to form a disposition strategy. The disposition strategies will include recommended building improvements, alternative considerations to rehabilitate or demolish the building, and corresponding opinions of costs.

The BCA will evaluate the condition of the buildings envelope / performance, structural foundation and superstructure, mechanical systems (including heating and cooling), plumbing systems, electrical systems, etc. The BCA will also include exterior elements including assessment of bulkhead between parking lots A and B, site grading and drainage, and condition of servicing infrastructure and lighting. The BCA scope of work is further defined below.

- **Walk-Through Survey** – Objective: to visually observe the subject property to obtain information on material systems and components to identify physical deficiencies and any unusual features. Testing, measuring or preparing calculations for any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of this Work Order.
 - Structural Frame and Building Envelope – Identify the basic type of structure (steel frame, wood frame, cast-in-place concrete, concrete block, etc.). Observe the building substructure, including the foundation system, buildings superstructure or structural frame (floor framing system and roof framing system), building envelope including facades, glazing systems, exterior sealants, exterior balconies, doors, stairways, etc. Observations of the building's exterior are generally limited to vantage points that are on-grade or from readily accessible balconies or roof tops;
 - Roofing Systems – Identify and observe the material roof system (exposed membrane and flashings) including, parapets, slope, drainage, etc. Observe for evidence and / or the need for material repairs, evidence of significant ponding, or evidence of roof leaks. Inquire as to the age of the material roofing system(s) and whether a roof warranty or bond is reported to be in effect;
 - Interior Systems – walls, partitions, doors, finishes, etc.
 - Plumbing Systems – Identify and observe the material plumbing systems including piping (sanitary, storm and supply water), fixtures, domestic hot water production, and note any special or unusual plumbing systems.
 - Electrical Systems – Identify the electrical service provided and observe the electrical distribution system including distribution panels, transformers, meters, emergency generators, general lighting systems and other such equipment or systems. Observe general electrical items, such as distribution panels, type of wiring, electrical items, energy management systems, emergency power, lightning protection, etc. Identify any observed or reported special or unusual electrical equipment, systems or devices.
 - Mechanical Systems – Identify the basic type of HVAC systems including heat generation, cooling and distribution systems. Identify the apparent or reported age of the equipment, past material component upgrades / replacements, apparent level of preventative maintenance exercised and whether a maintenance contract is reported to be in place. Identify any special or unusual HVAC systems or equipment.
 - Life Safety / Fire Protection – Identify and observe life safety and fire protection systems, including sprinklers and standpipes (wet or dry or both), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.;
 - Building, Fire Code and Accessibility Issues – Identify possible issues relating to relevant codes.
 - Site Components – Observe general topography, bulkhead, site drainage (presence of on-site surface waters), lighting, etc. and report any unusual or problematic features or conditions.

- **Opinions of Costs to Remedy Physical Deficiencies** – Refer to Special Services (Item III).
- **Building Condition Report and Recommendations** – Provide report summarizing observations from walk-through survey, identifying deficiencies per current codes and regulations with recommended building improvements to address such deficiencies, alternative considerations to rehabilitate or demolish, and corresponding opinions of costs.

D. Step 4 – Prepare Stabilization Alternatives:

- Passero staff will prepare and present logical, comprehensive riverfront stabilization technique for the remaining portion of land under Brett's Waterway Cafe. The analysis will include basic (historical) and contemporary methods of shoreline stabilization, including bulkhead and building's structural components, as well as the assignment of initial design-permitting-construction costs and lifecycle (maintenance) costs.
- Additional focus areas within this task will include:
 - Risk Analysis (coordinated with Step 2, above): When assigning a protected/stabilized waterfront, impacts, corresponding construction and infrastructure costs and related factors will be provided. This analysis will complement the work within Steps 2 and 3 of our proposal.
- Exclusions: Passero staff are not proposing to determine or affect specific land use decisions beyond the edge of the riverfront. This task is focused on presenting comprehensive alternatives to the City's discretion and future consideration.

III. Special Services

Opinion of Costs to Remedy Physical Deficiencies - General opinions of costs prepared to suggest remedy of physical deficiencies based on walk-through survey and information obtained and/or reported. Scope is further defined as follows:

- Opinion of costs will be provided for physical deficiencies and not for repairs or improvements that could be classified as:
 - cosmetic or decorative.
 - part or parcel of a building renovation program.
 - tenant improvements / finishes.
 - routine or normal preventative maintenance;
 - will not be minor or insignificant.
- Opinions of costs that are either individually or in the aggregate less than a threshold amount of \$1,000, will be omitted from the BCA.
- Opinions of costs should only be considered as preliminary, order of magnitude budgets. Actual costs will vary from Consultant's opinions depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), etc.

No additional special services are included; however, if during the project additional special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Schedule

After receiving the Notice-To-Proceed (NTP) from the City of Fernandina Beach, the Consultant will immediately be available to work on the project. The proposed schedule of completion for this work is 6-10 weeks from the date of authorization, with project meetings scheduled with City, as needed.

V. Fee Summary

Passero Associates (PA) will complete Phase 3 of the Amelia Riverfront – Engineering / Feasibility Study for the area between parking lots A and B, along Front Street, Fernandina Beach, Florida for a Not-To-Exceed fee of \$102,000 (one hundred two thousand dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

Fee Summary:

FEE SCHEDULE SUMMARY		
II	Basic Services (includes Promus, Structures International and Passero) ▪ Conditions and Base Mapping ▪ Stabilization Goal ▪ Walk-Through Survey ▪ Building Condition Assessment Report	\$92,000
III	Special Services ▪ Opinion of Costs (Thomas May Construction Company)	\$10,000
	Total Design Services Fee	\$102,000

Other Considerations and Exclusions

- Below we have listed services that are excluded from those provided in our Basic Architectural Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - Commissioning Services.
 - CAD Files and Completed Drawings, unless otherwise included.
 - Post-Construction Record Documents, unless otherwise included.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
- The City is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-65
Interlocal Agreement - Nassau County Property Appraiser

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-65

SYNOPSIS: This Resolution amends the existing Interlocal Agreement for Geographic Information System (GIS) services with the Nassau County Property Appraiser to address additional work tasks and services. The additional costs incurred with this revised agreement will allow for the Property Appraiser to hire staff that will be dedicated to support City services in GIS and create enhanced tools online for public use. Staff support will be forty hours each week to generate data and mapping.

FISCAL IMPACT: Funding in the amount of \$65,200 was not budgeted, but is currently available in Building Contractual account, 140 53400; Planning Contractual account, 0011500 53400; and Stormwater Contractual account, 470 53400. Budget amendments may be presented to the City Commission at a future date to cover any shortfalls.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-65.

Dale L. Martin, City Manager 4/23/2020

Pauline Testagrose, Comptroller 4/23/2020

Tammi E. Bach, City Attorney 4/24/2020

Kelly N. Gibson, AICP

Date: February 06, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY PROPERTY APPRAISER FOR SHARED SERVICES IN GEOGRAPHICAL INFORMATION SYSTEMS (GIS); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the Nassau County Property Appraiser have determined it to be in the best interest of the citizens of Nassau County to coordinate the efforts of the Appraiser and City in the effective utilization of the Appraiser's Geographic Information System (GIS) Website; and

WHEREAS, the Appraiser and City agree that the GIS Web site service exists as a component of a County-wide "Enterprise" GIS service; and

WHEREAS, the Enterprise GIS services support the comprehensive land use plans, DRI, incorporated and unincorporated boundary maintenance requirements, and other planning efforts of both the Appraiser and the City; and

WHEREAS, the aforementioned will encourage intergovernmental coordination to maximize the efficient use of resources.

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

SECTION 1. GIS DATA ACCESS – The Appraiser will provide access to the respective data via the existing connection providing voice services to the City. The Appraiser will verify connectivity up to and through the existing firewall connection. Configuration changes beyond the firewall will be the responsibility of the City.

SECTION 2. CUSTOM WORK AND DELIVERABLES – The Appraiser will assist in the maintenance of digital GIS datasets of the City's future land use, zoning districts, historic districts, community redevelopment area, stormwater master plan municipal boundaries, and other datasets as may be agreed upon between the parties, based on the county parcels and changes provided by the City for inclusion in the dataset. In addition, the City will be able to overlay environmental data such as flood zones (FEMA), parcels, road networks, wetlands, storm surge, aerials and many more types of critical data. The Appraiser will support the City with GIS services not to exceed forty hours a typical week unless agreed upon by the Appraiser and the City.

SECTION 3. WEB DELIVERED SERVICES – The Appraiser will host a web delivered interactive private and public GIS map services. In addition, the appraiser will provide training and support for the GIS map services. In consideration for the aforementioned services, the City will compensate the Appraiser's GIS service in the form of a yearly fee of \$65,200.

SECTION 4. SEVERABILITY – If any section, clause, or provision of the Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.

SECTION 5. NO AGENCY – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as agent of the other.

SECTION 6. TERM – This agreement shall take effect May 5, 2020, and will be effective for one year. This agreement shall be automatically renewed on an annual basis unless terminated. Either party may terminate this agreement by giving the other party at least sixty days written notice of its intent to terminate and the termination date.

SECTION 7. VENDOR RELATIONSHIPS – During the term of this Agreement, no employee or relative of said employee, assigned to perform services hereunder, will have any business, financial or beneficial relationship with any vendor to the City of GIS related services or equipment.

SECTION 8. AUTHORITY – Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representatives whose signatures appear below.

SECTION 9. FILING – This Interlocal Agreement, attached hereto as Exhibit “1”, shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, after its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

ADOPTED this 5th day of May, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

INTERLOCAL AGREEMENT

WHEREAS, this INTERLOCAL AGREEMENT entered into this 5th day of May 2020, by and between the **NASSAU COUNTY PROPERTY APPRAISER**, a constitutional officer, hereinafter referred to as “Appraiser”, and the **CITY OF FERNANDINA BEACH**, a political subdivision of the State of Florida, hereinafter referred to as “City.”

WHEREAS, the Appraiser and the City have determined it to be in the best interest of the citizens of Nassau County to coordinate the efforts of the Appraiser and City in the effective utilization of the Appraiser’s Geographic Information System (GIS) Website; and

WHEREAS, the Appraiser and City agree that the GIS Web site service exists as a component of a County-wide “Enterprise” GIS service; and

WHEREAS, the Enterprise GIS services support the comprehensive land use plans, DRI, incorporated and unincorporated boundary maintenance requirements, and other planning efforts of both the Appraiser and the City; and

WHEREAS, the aforementioned will encourage intergovernmental coordination to maximize the efficient use of resources.

NOW, THEREFORE, THE APPRAISER AND CITY AGREE AS FOLLOWS:

1. **GIS DATA ACCESS** – The Appraiser will provide access to the respective data via the existing connection providing voice services to the City. The Appraiser will verify connectivity up to and through the existing firewall connection. Configuration changes beyond the firewall will be the responsibility of the City.

2. **CUSTOM WORK AND DELIVERABLES** – The Appraiser will assist in the maintenance of digital GIS datasets of the City’s future land use, zoning districts, historic districts, community redevelopment area, stormwater master plan municipal boundaries, and other datasets as may be agreed upon between the parties, based on the county parcels and changes provided by the City for inclusion in the dataset. In addition, the City will be able to overlay environmental data such as flood zones (FEMA), parcels, road networks, wetlands, storm surge, aeriels and many more types of critical data. The Appraiser will support the City with GIS services not to exceed forty hours a typical week unless agreed upon by the Appraiser and the City.

3. **WEB DELIVERED SERVICES** – The Appraiser will host a web delivered interactive private and public GIS map services. In addition, the appraiser will provide training and support for the GIS map services. In consideration for the aforementioned services, the City will compensate the Appraiser’s GIS service in the form of a yearly fee of \$65,200.

4. **SEVERABILITY** – If any section, clause, or provision of the Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.

5. NO AGENCY – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as agent of the other.

6. TERM – This agreement shall take effect May 5, 2020, and will be effective for one year. This agreement shall be automatically renewed on an annual basis unless terminated. Either party may terminate this agreement by giving the other party at least sixty days written notice of its intent to terminate and the termination date.

7. VENDOR RELATIONSHIPS – During the term of this Agreement, no employee or relative of said employee, assigned to perform services hereunder, will have any business, financial or beneficial relationship with any vendor to the City of GIS related services or equipment.

8. AUTHORITY – Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representatives whose signatures appear below.

9. FILING – This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, after its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

ADOPTED this 5th day of May, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

NASSAU COUNTY PROPERTY APPRAISER

A. Michael Hickox, Cert. Res RD1941, CFA
Its: Property Appraiser

GIS SHARED SERVICES INTERLOCAL AGREEMENT

EXHIBIT "A"



OFFICE OF THE NASSAU COUNTY PROPERTY APPRAISER

Honorable A. Michael Hickox



96135 Nassau Place, Suite 4, Yulee, FL 32097

Phone: 904-491-7300 Fax: 904-491-3629

www.nassauflpa.com

INVOICE

2/2/20

January 29, 2020

City of Fernandina Beach
Attn: Dale Martin, Kelly Gibson
204 Ash Street
Fernandina Beach, FL 32034

Please find below the GIS Services costs for this fiscal year 2019/2020.

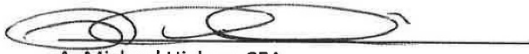
As part of the Property Appraiser Office, the GIS Division serves as the primary provider of GIS-based services for Nassau County working on both enterprise implementation projects as well as City department specific needs.

The Appraiser will support the County with personal up to 40 hours of GIS services per a typical week.

GIS Service & Hosted Website	\$ 5,000
Map Services for Energov & Asset Essentials	\$ 7,200
Personal to update, maintain & expand the GIS	\$ 50,000
Total Cost	\$ 62,200

ArcGIS Map Service Includes:

- ArcGIS Service License / SQL Server 2008 Licensing
- SDE
- Storage capacity to full requirements
- Regular backups / Nightly data updates
- Application and data management
- 24/7 technical support
- CycloMedia Imagery & Lidar data


A. Michael Hickox, CFA
Nassau County Property Appraiser

Please make check payable to:
Nassau County Property Appraiser, 96135 Nassau Place, Suite 4, Yulee, FL 32097

The PA GIS maintains and publishes the following interactive map services for the City of FB

1. Public Map Service - Property Tax Map that contains City Layers
2. City Internal Map Service - Building & Permitting “Energov” Application
3. City Internal Map Service - Stormwater Management “Asset Essentials” Application
4. City/County Sheriff Internal Map Service - New World Public Safety Application for Emergency response “Police & Fire”

Below are some examples of City spatial datasets that are within the GIS. Where appropriate, these layers are included in the above map services to assist the public and staff on their day to day decision making.

- 911 Roads
- 911 Addresses
- Stormwater Master Plan Features
- Law Zones
- Sex Offenders
- Hydrants
- Zoning
- Land Use
- Flood Zones
- CRA Boundary
- City Boundary
- Historic Boundary
- Coastal Construction Boundary
- Parcel & Ownership Information
- Topography
- Storm Surge
- Water & Sewer Infrastructure
- Aerial Data
- Potential Wetlands
- Etc.

The GIS division also supports the Supervisor of Elections Office with City Elections by managing the City precinct splits and valid residential address.

Other City GIS Future projects

- Aerial data collection “Obliques”
- Cyclomedia ‘Street front Images & LiDAR data collection’
This data would assist the Stormwater master Plan
- Crisis Track “Damage Assessment Software”
- Flood Plain Management
- QA/QC the City of FB utility data to a usable GIS format
- The National Flood Insurance Program's (NFIP) Community Rating System (CRS)
- Drone data

RESOLUTION 2017-199

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY PROPERTY APPRAISER AND THE CITY OF FERNANDINA BEACH FOR EFFECTIVE UTILIZATION OF GEOGRAPHIC INFORMATION SYSTEMS (GIS); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Appraiser and the City have determined it to be in the best interest of the citizens of Nassau County to coordinate the efforts of the Appraiser and City in the effective utilization of the Appraiser's Geographic Information System (GIS) Website; and

WHEREAS, the Appraiser and City agree that the GIS Web site service exists as a component of a County-wide "Enterprise" GIS service; and

WHEREAS, the Enterprise GIS services support the comprehensive land use plans, DRI, incorporated and unincorporated boundary maintenance requirements, and other planning efforts of both the Appraiser and the City; and

WHEREAS, the aforementioned will encourage intergovernmental coordination to maximize the efficient use of resources.

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

SECTION 1. GIS DATA ACCESS – The Appraiser will provide access to the respective data via the existing connection providing voice services to the city. The Appraiser will verify connectivity up to and through the existing firewall connection. Configuration changes beyond the firewall will be the responsibility of the city.

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SECTION 3. WEB DELIVERED SERVICES – The Appraiser will host a web delivered interactive public GIS website. In addition, the appraiser will provide training and support for the GIS websites. In consideration for the aforementioned services, the City will compensate the Appraiser's GIS service in the form of a yearly fee of \$5,000.

SECTION 4. SEVERABILITY – If any section, clause, or provision of the Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.

SECTION 5. NO AGENCY – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as agent of the other.

SECTION 6. TERM – This agreement shall take effect October 1, 2017, and will be effective for one year. This agreement shall be automatically renewed on an annual basis unless terminated. Either party may terminate this agreement by giving the other party at least sixty days written notice of its intent to terminate and the termination date.

SECTION 7. VENDOR RELATIONSHIPS – During the term of this Agreement, no employee or relative of said employee, assigned to perform services hereunder, will have any business, financial or beneficial relationship with any vendor to the City of GIS related services or equipment.

SECTION 8. AUTHORITY – Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representatives whose signatures appear below.

SECTION 9. FILING – This Interlocal Agreement, attached hereto as Exhibit “A”, shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, prior to its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH



ROBIN C. LENTZ
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT entered into this 1st day of October, 2017, by and between the **NASSAU COUNTY PROPERTY APPRAISER**, a constitutional officer, hereinafter referred to as "Appraiser", and the **CITY OF FERNANDINA BEACH**, a political subdivision of the State of Florida, hereinafter referred to as "City".

WHEREAS, the Appraiser and the City have determined it to be in the best interest of the citizens of Nassau County to coordinate the efforts of the Appraiser and City in the effective utilization of the Appraiser's Geographic Information System (GIS) Website; and

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3. **WEB DELIVERED SERVICES** – The Appraiser will host a web delivered interactive public GIS website. In addition, the appraiser will provide training and support for the GIS websites. In consideration for the aforementioned services, the City will compensate the Appraiser's GIS service in the form of a yearly fee of five thousand dollars (\$5,000.00)

4. **SEVERABILITY** – If any section, clause, or provision of the Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.
5. **NO AGENCY** – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as agent of the other.
6. **TERM AND EFFECTIVE DATE** – This agreement shall take effect October 1, 2017 and will be effective for one year. This agreement shall be automatically renewed on an annual basis unless terminated. Either party may terminate this agreement by giving the other party at least sixty (60) days written notice of its intent to terminate and the termination date.
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9. **FILING** – This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, prior to its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.



ROBIN LENTZ
Mayor, City of Fernandina Beach on behalf of
CITY COMMISSIONERS
CITY OF FERNANDINA BEACH



CAROLINE BEST
City Clerk, Fernandina Beach

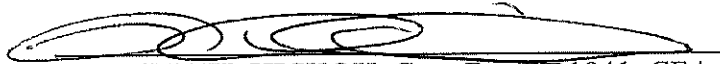
(signatures continue on next page)

Approved as to form and legality by the
City of Fernandina Beach Attorney:



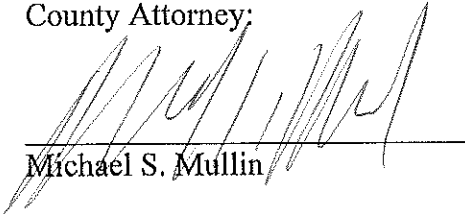
TAMMI E. BACH

NASSAU COUNTY PROPERTY APPRAISER



A. MICHAEL HICKOX, Cert. Res RD1941, CFA
Property Appraiser

Approved as to form by the Nassau
County Attorney:



Michael S. Mullin

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-66
Option Agreements for Sale and Purchase - JR Holdings

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-66

SYNOPSIS: The City Commission directed the City Attorney and City Manager to work with Marc Hudson and the North Florida Land Trust to acquire land parcels for conservation or passive parks. The proposed option agreement with JR Holdings, LLC provides the City with six months to exercise the option to purchase parcels near Egans Creek Greenway for the purchase price of \$400,000. No other buyers can buy these two parcels in this six-month option period.

FISCAL IMPACT: The City will be responsible for half of the total cost of acquiring these properties. Funds are available in the Land Conservation Fund Land account, 135 56100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-66.

Katie Newton, Legal Assistant	4/22/2020
Tammi E. Bach, City Attorney	4/22/2020
Nicole Bednar, Administrative Services Manager	4/23/2020
Dale L. Martin, City Manager	4/23/2020
Pauline Testagrose, Comptroller	4/23/2020

Date: April 22, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN OPTION AGREEMENT FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND ADJACENT TO THE EGANS CREEK GREENWAY ON THE EAST FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of parcels of land for the public purpose of conservation or passive parks; and

WHEREAS, the NFLT has negotiated a purchase price of \$400,000 with the property owner who owns the parcels in question; and

WHEREAS, the Option Agreement for Sale and Purchase for each of the aforementioned parcels provided that the City and NFLT have six months to exercise the option(s) to buy.

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

SECTION 1. The City Commission hereby approves the Option Agreement for Sale and Purchase for the purchase price of \$400,000 with JR Holdings, attached hereto as Exhibit "1."

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute both Option Agreements, after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of May, 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

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is dated and effective as of May __, 2020 (the "Effective Date"), by and between JR Holdings of North Florida, having an address of 109 N. Liberty Street, Jacksonville, FL 32202 (the "Seller"), and the City of Fernandina Beach, having an address of 204 Ash Street, Fernandina Beach, FL 32034 (the "Purchaser").

WHEREAS, Seller is the owner in fee simple absolute of certain real property located in Fernandina Beach, Nassau County, Florida more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property"); and

WHEREAS, the execution of this document by the City Manager was approved by a majority vote of the Commission of the City of Florida on ____, 20__, as per resolution # __ attached as Exhibit C;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to receive from Seller, and Seller is willing to grant to Purchaser, the option to purchase all right, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the Option Payment (as hereafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Grant of Option. For a period of six (6) months (as the same may be extended from time to time by written agreement of the parties, the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the date which is one-hundred days after the Effective Date, Seller hereby grants to Purchaser the exclusive, assignable right and option to purchase the Property (the "Option"), in accordance with the provisions of this Agreement. Purchaser may, in its sole discretion, exercise the Option at any time during the Option Period by providing Seller with notice in accordance with paragraph 13 (the "Option Exercise Date"). In the event that Purchaser fails to exercise the Option during the Option Period, this Agreement shall terminate without further action of the parties, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).
2. Option Payment. In consideration of Seller agreeing to grant the Option, Purchaser shall make a non-refundable payment of One Hundred and No/100 Dollars (\$100.00) in certified funds made payable to the order of Seller or by wire transfer to Seller (the "Option Payment") within ten (10) days of the Effective Date.
3. Purchase Price. Subject to credits, adjustments and prorations in this Contract, the total purchase price for the Property is FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00). The Purchase Price shall be paid by Buyer to Seller in the following manner: At Closing (as hereafter defined), Purchaser shall pay the Purchase Price in certified funds made payable to the

order of Seller or by wire transfer to Seller, subject to (a) adjustments as provided in paragraph 8 and (b) credit for application of the Option Payment.

4. Environmental Site Assessment. Within forty-five (45) days of the Option Exercise Date or at any time prior thereto (the "Inspection Period"), Purchaser shall obtain, at its sole cost and expense, an environmental site assessment of the Property ("ESA") to determine the existence and extent, if any, of any Hazardous Materials (as hereafter defined) on or affecting the Property, and shall provide Seller with a true and correct copy of the ESA. In the event that the ESA confirms the presence of Hazardous Materials, either Seller or Purchaser may, in its sole discretion, terminate this Agreement for environmental matters by providing written notice to the other party prior to the expiration of the Inspection Period or within thirty (30) days of the Purchaser's delivery of the ESA to Seller, whichever occurs first (the "ESA Notice Period"), in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Should the parties elect not to so terminate this Agreement, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion such actions as are necessary to bring the Property into full compliance with Environmental Laws (as hereafter defined) and shall provide Purchaser with documentation evidencing completion of such actions, which documentation shall be in form and substance satisfactory to Purchaser in its sole discretion. If, despite diligent efforts, Seller is unable to bring the Property into full compliance with Environmental Laws within fifty-five (55) days of the expiration of the ESA Notice Period (the "ESA Objection Cure Period"), Purchaser, in its sole discretion, may elect to: (a) repeatedly extend the ESA Objection Cure Period for up to three (3) years by written notice to Seller prior to the expiration of the immediately preceding ESA Objection Cure Period; or (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).

In the event that the ESA confirms the presence of Hazardous Materials on or affecting the Property and the parties elect not to terminate this Agreement, Seller shall defend, hold harmless, and indemnify Purchaser (including its officers, directors, shareholders, partners, employees, members, principals, agents and representatives) and its successors and assigns (collectively, the "Purchaser Parties") from and against any and all Claims (as hereafter defined) and any and all losses, costs claims, liabilities, expenses, demands, fees and obligations that may at any time be imposed upon, incurred by, or asserted or awarded against any of the Purchaser Parties that relate to the presence of Hazardous Materials on or affecting the Property and for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing.

As used herein, "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. As used herein, "Hazardous Materials" means any hazardous waste, hazardous substance, or hazardous material, as defined under any Environmental Law, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. As used herein, "Environmental Laws" shall

mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, material containing or producing polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now in effect.

5. Survey and Title. During the Inspection Period or at any time prior thereto, Purchaser shall obtain, at its sole cost and expense, and provide Seller with true and correct copies of an ALTA survey of the Property from a certified professional surveyor licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Survey"), and an ALTA title insurance commitment relative to the Property for an owner's policy of title insurance, including copies of all documents identified as Schedule B exceptions (the "Title Commitment"), from a title insurance company licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Title Company"). If the Survey or Title Commitment discloses any matter(s) including, without limitation, defects in title which are not acceptable to Purchaser, in its sole discretion (The "Title Objection(s)"), Purchaser shall provide Seller with written notice of such Title Objection(s) prior to the expiration of the Inspection Period or within thirty (30) days of the receipt of the Title Commitment by Buyer, whichever occurs first, and Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion correction of such Title Objection(s) within thirty (30) days of the delivery of the Title Objections to Seller (the "Title Objection Cure Period"). If, despite diligent efforts, Seller is unable to remove the Title Objection(s) within the Title Objection Cure Period, Purchaser, in its sole discretion, may elect to: (a) accept the Survey and Title Commitment in their their-current state, with a reduction in the Purchase Price in an amount mutually agreed upon by the parties; (b) accept the Survey and Title Commitment in their then-current state, with no reduction in the Purchase Price; (c) extend the Objection Cure Period to a date or dates designated by Purchaser, during which time Seller shall continue to use diligent efforts to remove the Title Objection(s); or (d) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Without limitation of the foregoing, the parties acknowledge and agree that any encroachments, severances or reservations of oil, gas or other minerals, or oil, gas or other mineral leases affecting the Property shall be deemed Title Objections, and that the lien of general real estate taxes for the then-current tax fiscal year as of the Closing shall not constitute a Title Objection.

6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place only after the later of the expiration of (a) the Inspection Period, (b) the ESA Objection Cure Period (if applicable and as extended from time to time), or (c) the Title Option

Cure Period (if applicable and as extended from time to time), and prior to the expiration of six (6) months from the effective date. At Purchaser's sole option, the Closing shall occur by mail through the delivery of documents and items pursuant to escrow instructions that are consistent with this Agreement, or in the offices of the Title Company.

7. Closing Documents. The following shall collectively be referred to as the "Closing Documents."

- (a) At Closing, Seller shall execute and deliver:
 - (i) A Warranty Deed (the "Deed") in substantially the same form attached hereto and hereby incorporated by reference as Exhibit B, provided that the parties agree to modify the Deed to conform with the requirements of the State of Florida, as grantee, if applicable.
 - (ii) An affidavit against mechanics' liens and against parties in possession, and such other documents as may be required by the Title Company in order to remove standard ALTA title policy exceptions and issue an owner's policy of title insurance insuring marketable title to the Property to Purchaser.
 - (iii) Any documents necessary to cure Title Objection(s) that have not been waived by Purchaser.
 - (iv) Such authorizations, consents, and/or resolutions as may be required to demonstrate Seller's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (v) A settlement statement.
 - (vi) Such other documents, if any, necessary to close in accordance with the terms of this Agreement and fully and completely comply with all applicable laws, customs, practices and standards in the State of Florida.
- (b) At Closing, Purchaser shall execute and deliver:
 - (i) Such authorizations, consents, and/or resolutions as may be required to demonstrate Purchaser's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (ii) A settlement statement.

8. Closing Costs; Real Estate Taxes. At Closing, Purchaser will pay documentary revenue stamp taxes, the cost of recording the Deed and any other recordable instruments that Purchaser and Title Company deem necessary to insure good and marketable title to the Property, and all costs associated with the Title Commitment and the issuance of an owner's title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the Property in the amount of the Purchase Price. At Closing, real estate taxes and assessments will be prorated between the

parties for the period for which such taxes are assessed, regardless of when payable, and any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties, each of which is true and correct as of the Effective Date and shall be true and correct at Closing, and all of which shall survive the Closing or earlier termination or expiration of this Agreement. Seller shall defend, hold harmless, and indemnify the Purchaser Parties from and against any and all Claims resulting from a breach of any of the following representations and warranties.

- (a) Title to Property; Authority; Access. Seller is the sole legal owner of the Property in fee simple. The Property is not currently subject to any written or oral lease, option, agreement of sale, claim, or legal proceeding except as specifically set forth herein. Seller has the full power and authority to execute and fully perform this Agreement. There is legal and practical ingress and egress to and from the Property over public roads or by virtue of valid, recorded easements that run with the land for the use and benefit of and as appurtenances to the Property.
- (b) Condition of Property. The Seller is not aware of any facts that would adversely affect the Purchaser's prospective acquisition of the Property, or that materially affect the value of the Property which could not readily be observed by Purchaser apart from such matters, if any, have been expressly disclosed to Purchaser herein.
- (c) Hazardous Materials. To the best of Seller's knowledge: (i) the Property is not currently and has never been used for the manufacture, use, storage or disposal of any Hazardous Materials; (ii) no Hazardous Materials have ever been or are presently stored or located on the Property; and (iii) the Property is not currently and has never been subject to any Superfund or other lien or claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Materials and/or violation of any Environmental Laws. In the event that Hazardous Materials for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing are found to exist, Seller shall, in addition to defending, holding harmless, and indemnifying the Purchaser Parties as set forth in paragraph 4 above, promptly commence and diligently pursue to completion the clean up of such Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.
- (d) Broker. Seller has dealt with a broker, finder, or other person in connection with the sale or negotiation of the sale of the Property to Purchaser. Seller warrants that Seller's contract with Broker does not give rise to any claim for commission against Purchaser. Seller shall indemnify and hold the Purchaser harmless from

and against any losses, damages, costs or expenses incurred by Purchaser due to a breach of the foregoing warranty by Seller.

(e) Government Farm Programs. The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements which restrict either the use of the Property or the modification of any improvements located thereon.

(f) Parties in Possession. No parties other than Seller are occupying, possessing, or have the right to possess all or any part of the Property.

10. Risk of Loss; Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of Closing and represents and warrants that the Property shall be in the same or essentially the same condition at Closing as it is in as of the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event that the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, in its sole discretion, to terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). In the event that the Property contains any abandoned personal property, refuse, garbage, junk, rubbish, trash and/or debris (collectively, "Refuse") as of the Effective Date, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion removal of all Refuse from the Property prior to the expiration of the Inspection Period. If, despite diligent efforts, Seller is unable to remove the Refuse from the Property prior to the Closing, Purchaser, in its sole discretion, may elect to: (a) extend the amount of time Seller has to remove the Debris from the Property; (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement); or (c) deduct the expense necessary to remove the Refuse from Seller's sale proceeds at Closing.

11. Right to Enter Property. Seller agrees that, from and after the Effective Date, Purchaser and its agents, following twenty-four (24) hours' prior notice to Seller in accordance with paragraph 13, shall have the right to enter the Property for all lawful purposes related to this Agreement including, without limitation, performing inspections of the Property relating to Purchaser's due diligence in connection with this Agreement.

12. Assignment. This Agreement and/or the right to be named as the grantee on the Deed may be assigned by Purchaser, in its sole discretion, in which event Purchaser will provide notice of such assignment to Seller in accordance with paragraph 13. Seller may not assign this Agreement without the prior written consent of Purchaser.

13. Notice. All notices, demands or other communications given hereunder shall be in writing to the addresses set forth below, and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next

following such date) or (b) by electronic mail, provided that delivery thereof can reasonably be demonstrated to have been made and received:

If to Seller:

If to Purchaser:

City of Fernandina Beach
Dale Martin, City Manager
204 Ash Street
Fernandina Beach, FL 32034
Email: dmartin@fbfl.org

Actual knowledge may obviate the need to formally give or receive notice if actual knowledge can be demonstrated by conduct or communications. Each party may change its notice address by providing notice of the new address to the other party.

14. Default. In the event that Seller defaults in the performance of any of its obligations hereunder, Purchaser, in its sole discretion, may elect to: (a) waive such default and proceed to Closing; (b) seek equitable relief to enforce specific performance of Seller's obligations hereunder; or (c) terminate this Agreement and retain any and all rights and remedies that survive termination or expiration hereunder.

15. Time. Time is of the essence with respect to each and every provision of this Agreement.

16. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

17. Binding Effect. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. Entire Agreement. This Agreement, together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property contained in Exhibit A is based on publicly-available Nassau County assessor records, and shall be replaced in the Closing Documents by the legal description of the Property in the Survey and Title Commitment, as approved by Purchaser, without the necessity of the parties' written amendment to this Agreement.

19. Nonwaiver. Purchaser's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be

construed as a waiver or relinquishment of any rights or remedies that Purchaser may have for any preceding or succeeding breach, default, or nonperformance by Seller of any provision hereof.

20. Agreement Effective. This Agreement and any modifications, amendments or alterations hereto shall not be effective or binding upon either of the parties unless and until executed by both Seller and Purchaser.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed to be an original. All of such counterparts shall, when duly executed, together constitute one and the same Agreement. Facsimile and electronic signatures and a scanned PDF of the executed signature page shall have the same force and effect as executed originals.

22. Business Days. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next-occurring business day.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflicts of laws rules or principles.

24. Survival. The terms of the following paragraphs of this Agreement shall survive the Closing and any termination or expiration of this Agreement: 3, 4, 5, 8, 9, and 14 through 23.

**THIS IS A LEGALLY BINDING CONTRACT.
PLEASE CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.**

WITNESSES AS TO SELLER:

Print Name: Tara Hausman

Print Name: Heather Hughes

Name of Authorized Signatory

Date Signed by Seller: 4/21/20

WITNESSES AS TO PURCHASER:

Print Name: _____

Print Name: _____

By: _____

Name: Dale Martin

Title: President

Date Signed by Purchaser: _____

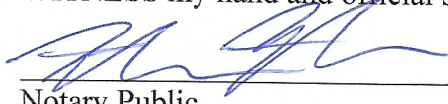
APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

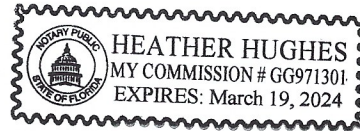
State of Florida)
)ss.
County of Nassau)

The foregoing instrument was acknowledged before me this 21 day of April, 2010, by Jason Rowe, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.



Notary Public
Name: Heather Hughes
My commission expires: March 19, 2024



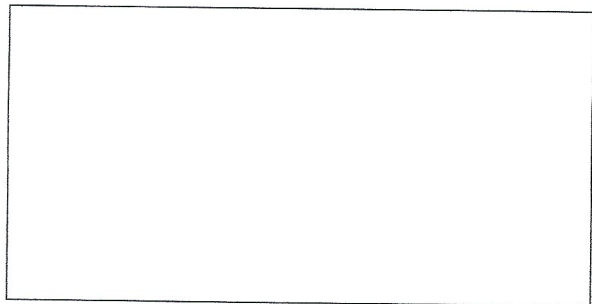
Please affix stamp in area designated above

State of Florida)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, to me personally known, who, being by me duly sworn, did say that ____ is the _____ of _____, a Florida municipal corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

EXHIBIT A

THE PROPERTY

Nassau County, FL Assessor ID

Nos. 00-00-31-1540-0017-0010, 00-00-31-1540-0018-0030

[TO BE REPLACED IN CLOSING DOCUMENTS BY SURVEYED LEGAL DESCRIPTION]

EXHIBIT B

WARRANTY DEED

THIS WARRANTY DEED (the "Deed") is made this _____ day of _____, 201_ (the "Effective Date"), by the _____, having an address _____ ("Grantor") to _____, a _____ having an address of _____ (including, without limitation, its successors and assigns, "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, all of Grantor's right, title, and interest in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Nassau and State of Florida, to wit:

[insert legal description (the "Property")].

SUBJECT TO all easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby fully warrants the title to the Property and will defend the same from all claims whatsoever.

Ad valorem taxes for the current year having been prorated as of the date hereof, payment thereof is expressly assumed by Grantee, as evidenced by Grantee's acceptance of the delivery hereof and the recordation hereof in the Real Property records of Nassau County, Florida.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Deed as of the Effective Date.

Signed, Sealed and Delivered in the presence of:

Print Name: _____

Name

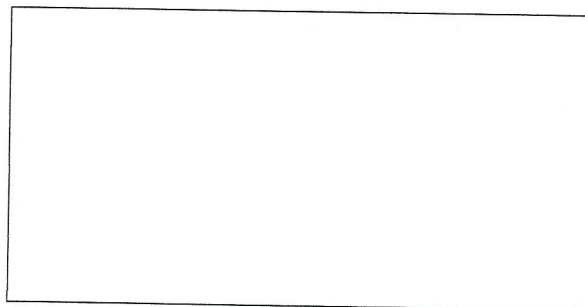
Print Name: _____

State of Florida)
)ss.
County of Nassau)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

EXHIBIT C
CITY RESOLUTION

BOUNDARY



JR Holdings of North Florida
 NASSAU COUNTY, FERNANDINA BEACH
 2.9 ACRES +/-

CREATED BY: M. HUDSON
 DATE: APRIL 3RD, 2020
 0.00000550304506
 Miles



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-67
Budget Amendment - Fire Department

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-67

SYNOPSIS: According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500.

When the Fiscal Year 2019/2020 budget was prepared, it was not anticipated the Fire Department would need a decontamination system for the rescue units. It was also anticipated that the purchase of a Polaris Ranger would occur in FY 2018/2019. A portion of the cost of the decontamination unit may be reimbursable due to the current declaration of a local state of emergency.

FISCAL IMPACT: Funds are available for this transfer from the Fire Improvements account, 0012200 56300 (\$25,000), the Fire Communications-Internet account, 0012200 54103 (\$4,555), and the General Fund Contingency account, 0018200 59900 (\$11,000), to: Fire Machinery and Equipment account 0012200 56400 (\$40,555).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-67.

Ty Silcox, Fire Chief	4/20/2020
Nicole Bednar, Administrative Services Manager	4/21/2020
Dale L. Martin, City Manager	4/23/2020
Tammi E. Bach, City Attorney	4/24/2020

A handwritten signature in blue ink, reading "Pauline Testagrose".

Date: April 16, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA, APPROVING
AMENDMENTS TO THE BUDGET FOR FISCAL YEAR
2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500; and

WHEREAS, when the Fiscal Year 2019/2020 budget was prepared, it was not anticipated the Fire Department would need a decontamination system for the rescue units; and

WHEREAS, when the Fiscal Year 2019/2020 budget was prepared, it was anticipated that the purchase of a Polaris Ranger would not occur in Fiscal Year 2018/2019; and

WHEREAS, amendments to the budget are needed to reallocate the expenses associated with these purchases; and

WHEREAS, staff recommends a transfer from Fire Improvements account, 0012200 56300 (\$25,000), Fire Communications–Internet account, 0012200 54103 (\$4,555), and the General Fund Contingency account, 0018200 59900 (\$11,000), to: Fire Machinery and Equipment account 0012200 56400 (\$40,555).

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 transfer from Fire Improvements account, 0012200 56300 (\$25,000), Fire Communications–Internet account, 0012200 54103 (\$4,555), and the General Fund Contingency account, 0018200 59900 (\$11,000), to: Fire Machinery and Equipment account 0012200 56400 (\$40,555).

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

ADOPTED this 5th day of May, 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 2020-68
Proposal Acceptance - Jones Edmunds and Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-68

SYNOPSIS: On October 16, 2018, the City Commission adopted Resolution 2018-159 approving a list of professional service firms. Jones Edmunds and Associates, Inc. was included on the approved list based on the submitted statement of qualifications.

Jones Edmunds and Associates, Inc. has provided a proposal to prepare the Residential Low Impact Development Manual which furthers the objectives in Comprehensive Plan sections 1.02.06(e) and 4.05.06(c). Staff recommends that the City Commission accept the proposal submitted by Jones Edmunds and Associates, Inc. in an amount not to exceed \$60,000 to complete this task.

FISCAL IMPACT: Funds are budgeted for this project in the Stormwater Professional Services account, 470 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-68.

Andre Desilet, Stormwater Manager	4/17/2020
Nicole Bednar, Administrative Services Manager	4/22/2020
Dale L. Martin, City Manager	4/23/2020
Pauline Testagrose, Comptroller	4/23/2020
Tammi E. Bach, City Attorney	4/24/2020
Katie Newton, Legal Assistant	4/24/2020

Date: April 16, 2020

Submitted By: Susan Filipkowski, Staff Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM JONES EDMUNDS AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$60,000 FOR THE PREPARATION OF THE RESIDENTIAL LOW IMPACT DEVELOPMENT MANUAL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2018, the City adopted Resolution 2018-159 approving a list of professional service firms. Jones Edmunds and Associates, Inc. was included on the approved list based on the submitted statement of qualifications; and

WHEREAS, Jones Edmunds and Associates, Inc. has provided a proposal to prepare the Residential Low Impact Development Manual which furthers the objectives in Comprehensive Plan sections 1.02.06(e) and 4.05.06(c); and

WHEREAS, staff recommends that the City Commission accept the proposal of \$59,556 submitted by Jones Edmunds and Associates, Inc. to complete this task; and

WHEREAS, funds are budgeted for this project in the Stormwater Professional Services account, 470 53100.

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 proposal from Jones Edmunds and Associates, Inc., attached hereto as Exhibit "A", in an amount not to exceed \$60,000 for the preparation of the Residential Low Impact Development Manual.

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

ADOPTED this 5th day of May, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney



April 14, 2020

Andre Desilet
Stormwater Director
City of Fernandina Beach
1181 S. 5th Street
Fernandina Beach, Florida 32034

RE: City of Fernandina Beach
Residential Low Impact Development Manual
Jones Edmunds Opportunity No.: 95880-133-20

Dear Mr. Desilet:

Jones Edmunds appreciates the opportunity to assist the City in developing a Low Impact Development Manual to support single-family residential development within the City.

A Scope of Work including a Schedule and Fee is attached.

If you have any questions or comments, please contact me at (352) 377-5821 or via email at bcunningham@jonesedmunds.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett A.", followed by a long, horizontal, slightly wavy line that extends to the right.

Brett A. Cunningham, PE
Managing Director/Senior Vice President
730 NE Waldo Road
Gainesville, Florida 32641

Attachment

SCOPE OF WORK

1 INTRODUCTION

The City of Fernandina has asked for Jones Edmunds' assistance in developing a Low Impact Development (LID) Manual to help guide builders and contractors in the techniques and implementation of recommended low impact stormwater measures and best management practices (BMP). The City has been using the Duval County LID Manual and intends to supplement this information with a manual designed to be used by architects, contractors, homebuilders, and other non-engineers for implementing LID on single-family residential (SFR) lots.

2 SCOPE OF WORK

Jones Edmunds will complete the following tasks for this Scope of Work.

TASK 1—KICKOFF MEETING

The Jones Edmunds Project Manager (PM) will coordinate a kickoff meeting with the City PM. At the kickoff meeting, we will discuss the project scope, schedule, budget, and points of contact.

Jones Edmunds will compile and review available data.

DELIVERABLES

- Attend kickoff meeting and provide the meeting agenda and meeting minutes in electronic format.

CITY RESPONSIBILITIES

- Attend the kickoff meeting and provide any pertinent information.

TASK 2—LAND DEVELOPMENT CODE REVIEW

Jones Edmunds will review Section 3.05.03 of the City Land Development Code and the City's current lot grading guidance. Based on the review, Jones Edmunds will make recommendations for updates to these documents to help promote low impact development on residential lots. Jones Edmunds will submit a short technical memorandum summarizing the recommendations.

DELIVERABLES

- Short draft and final technical memoranda.

CITY RESPONSIBILITIES

- Timely review of the draft technical memorandum.

TASK 3—DRAFT LID MANUAL

TASK 3.1—DRAFT LID PRACTICES

Jones Edmunds will provide a brief description of up to seven LID practices for the City to consider including in their LID Manual. Jones Edmunds will identify practices that would be applicable in Fernandina Beach. Examples of practices that may be included are installing French drains, vegetated swales, and pervious pavements; disconnecting impervious areas; and limiting site disturbance.

DELIVERABLES

- Draft and final short technical memoranda describing identified LID practices.

CITY RESPONSIBILITIES

- Timely review and feedback on the draft technical memorandum.
- Select up to five practices for further detailed description in the LID manual.

TASK 3.2—MANUAL DESCRIPTION AND DRAFT SIZING GUIDANCE

Jones Edmunds will develop sizing guidance and a more detailed description for five of the practices identified in Task 3.1 and selected by the City. Jones Edmunds expects that sizing guidance will be developed using the BMP Trains software and will not require continuous simulation. Sizing guidance will be simplified for use by a layperson.

DELIVERABLES

- Draft description of up to five LID practices.
- Draft sizing guidance for up to five LID practices.

CITY RESPONSIBILITIES

- Timely review and feedback on the deliverables.

TASK 3.3—LID PRACTICE SKETCHES

Jones Edmunds will develop a sketch illustrating the five LID practices selected by the City in Task 3.1. Sketches will include dimensions where appropriate.

Draft and final sketches of the alternatives will be provided in a .jpeg and .pdf format.

DELIVERABLES

- Five draft and final sketches.

CITY RESPONSIBILITIES

- Attend a meeting with Jones Edmunds.
- Timely review and feedback on the alternatives.

TASK 3.4—SITE PLAN CHECKLIST AND EXAMPLE LOT GRADING PLANS

Jones Edmunds will develop a site plan checklist. The checklist will summarize the information required to be submitted to the City as part of a building permit application. Jones Edmunds will also develop an example of a lot grading plan. The intent of the example plan will be to demonstrate how a homeowner or builder can provide proposed grading information to the City.

DELIVERABLES

- Draft and final checklist.
- Draft and final example lot grading plan.

CITY RESPONSIBILITIES

- Timely review and feedback on the draft and final checklist and example lot grading plan.

TASK 3.5—OFFSITE DRAINAGE

Jones Edmunds will provide guidance regarding how property-owners can identify, evaluate, and consider offsite drainage in their drainage plan.

DELIVERABLES

- Draft and final guidance regarding identifying, evaluating, and accounting for offsite drainage.

CITY RESPONSIBILITIES

- Timely review and feedback on the guidance regarding offsite drainage.

TASK 4—FINAL LID MANUAL

Jones Edmunds will compile the information developed under Task 3 into a final LID Manual. The Manual will be submitted in Word and .pdf formats.

DELIVERABLES

- Draft LID Manual in Word format.
- Final LID Manual in Word and .pdf formats.

CITY RESPONSIBILITIES

- Timely review and feedback on the draft LID Manual.

3 SCHEDULE AND COMPENSATION

Jones Edmunds will complete this Scope of Work in accordance with the terms of the Continuing Contract between the City and Jones Edmunds dated November 15, 2018. Table 1 presents the expected task schedule and fees.

Table 1 **Expected Project Schedule and Fees**

Task	Estimated Delivery (Days from NTP)	Fee
Task 1—Kickoff Meeting	15	\$1,295
Task 2—Land Development Code Review	30	\$2,205
Task 3.1—Draft LID Practices	60	\$11,485
Task 3.2—Manual Description and Draft Sizing Guidance	100	\$13,051
Task 3.3—LID Practice Sketches	120	\$14,360
Task 3.4—Site Plan Checklist and Example Lot Grading Plans	145	\$4,830
Task 3.5—Offsite Drainage	150	\$3,955
Task 4—Final LID Manual	180	\$8,375
Total		\$59,556

NTP – Notice to Proceed

PROPOSAL CLARIFICATIONS

- Field and survey work are excluded from this project.
- Documents developed under this scope may not be formatted to comply with WCAG 2.1 AA, ISO-14289-1, and the Americans with Disabilities Act (ADA).

RESOLUTION 2018-159

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, THROUGH REQUEST FOR QUALIFICATIONS 2018-18, APPROVING A LIST OF QUALIFIED PROFESSIONAL SERVICE FIRMS; AMENDING THE CITY PURCHASING POLICIES AND PROCEDURES MANUAL; AUTHORIZING EXECUTION OF CONTINUING CONTRACTS WITH SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City often has need for professional services (as defined by the Consultants' Competitive Negotiation Act [hereinafter "CCNA"]; Florida Statute 287.055, Sec. 2[a]) that are beyond the capabilities of existing City staff; and

WHEREAS, the City, through Request for Qualifications 2018-18, solicited qualifications from professional service providers and, through an Evaluation Committee, reviewed said qualifications; and

WHEREAS, the CCNA, Sec (2)(g) defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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

SECTION 1. The City Commission hereby approves the list of professional service firms, attached hereto as Exhibit "A."

SECTION 2. The City Manager and City Attorney are hereby authorized to enter into a continuing contract with firms included in "Exhibit A." Said continuing contract must include as an attachment the current fee schedule associated with each firm. Said continuing contract will be a term to run from November 1, 2018 through December 31, 2021, inclusive.

SECTION 3. The City's Purchasing Policies and Procedures Manual approved via Resolution 2018-78 is hereby amended to account for provisions included in CCNA, specifically adding the following to Sec. 3(F):

Professional services estimated to cost less than \$20,000 may be procured by choosing professional services providers from the list of professionals with continuing contracts, as defined by Section 287.055, Fla. Stats. ("CCNA"). Purchases for professional services are exempt from competitive purchasing requirements and exempt from the requirement for quotes if the professional has a continuing contract and estimated costs for the services is \$200,000 or less. Professional services estimated to cost between \$20,000 and \$200,000

must be approved by the City Commission even if a professional has a continuing contract with the City; however, these purchases are not subject to request for qualifications procedures as set forth in CCNA.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 16th day of October 2018.

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

**RESOLUTION 2018-159
EXHIBIT A**

Professional Provider	Location	Service
Arminius Consultants, LLC	Orlando, FL	Engineering
Applied Technology & Mgmt (ATM)	Gainesville, FL	Engineering
Ayers Associates, Inc.	Jacksonville, FL	Engineering
Baker Design Build	Jacksonville, FL	Engineering
Bhide & Hall Architects, PA	Orange Park, FL	Architecture
Castle Bay Design Studio	St. Augustine, FL	Landscape Architect
Civil Services, Inc. (CSI)	Jacksonville, FL	Engineering
CMAR Consulting, LLC	Jacksonville, FL	Engineering
Coyle & Caron Landscape Architecture	Orlando, FL	Landscape Architect
CPH, Inc.	Jacksonville, FL	Engineering
Fisher/Koppenhafer Architecture/Interior	Jacksonville, FL	Architecture
Four Waters Engineering	Jacksonville, FL	Engineering
Gillette & Associates, Inc.	Fernandina Beach, FL	Engineering
GAI Consultants, Inc	Jacksonville, FL	Engineering Landscape Architecture Survey and Mapping
Hanson Professional Services, Inc.	Jacksonville, FL	Engineering
Jones Edmonds & Assoc, Inc.	Jacksonville, FL	Engineering
Manzie & Drake Land Surveying	Fernandina Beach, FL	Surveying

Marquis Latimer & Halback	St. Augustine, FL	Landscape Architect
MRD Assoc, Inc.	Destin, FL	Engineering
Olsen Associates, Inc.	Jacksonville, FL	Engineering
R.E. Holland & Assoc, Inc.	Jacksonville, FL	Surveying and Mapping
Stone Engineering Group	Jacksonville, FL	Engineering
Systech Fire Protection LLC	Ruther Glen, VA	Engineering
Terracon Consultants, Inc.	Winterpark, FL	Engineering Architecture
TLC Engineering for Architecture	Jacksonville, FL	Engineering
Wood Environmental & Infrastructure Solutions, Inc.	Jacksonville, FL	Engineering

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-69
Board Virtual Meeting Procedures

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-69

SYNOPSIS: With Board meetings canceled for the past two months due to COVID-19, many cities have gone to a virtual meeting setting for continuity of City business. These procedures outline how the Boards can conduct business during this emergency situation only. Applicants for the Planning Advisory Board (PAB), Board of Adjustment (BOA), and Historic District Council (HDC) may defer their cases until the next in-person meeting of the respective board, or move forward with the virtual meeting by signing a waiver.

If approved, the following board meetings are expected to take place in May via communications technology media:

Airport Board Planning Charter Historic	Advisory of Advisory Review District	Commission, Adjustment, Board, Committee, Council,	May May May May May	14, 20, 21, 26, 28,	2020 2020 2020 2020 2020
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June meetings will happen virtually or in-person based upon the changing circumstances.

FISCAL IMPACT: No fiscal impact. Virtual meetings will be conducted using the same staff that would be there in person and the technology used has already been budgeted (for broadcasting meeting through Swagit).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No additional comments.

Tammi E. Bach, City Attorney 4/24/2020

Dale L. Martin, City Manager 4/27/2020

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

Date: April 22, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ADOPTING EMERGENCY MEETING PROCEDURES PURSUANT TO EXECUTIVE ORDER 20-69 FOR THE DECLARED STATE OF EMERGENCY IN RESPONSE TO THE COVID-19 PANDEMIC; AUTHORIZING EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, meeting procedures for advisory boards and standing committees are outlined in the Code of Ordinances, in certain board bylaws and in the Land Development Code of the City of Fernandina Beach; and

WHEREAS, some City boards and standing committees conduct business that is vital to the City and cannot be delayed or is important to an applicant seeking City approval of a development order or development permit; and

WHEREAS, there is a need to have procedures in place to conduct these meetings in cases of emergency such as pandemics when social distancing prevents in-person meetings due to the extreme risk to the public health; and

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19; and on March 9, 2020, issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19; and

WHEREAS, the City Commission of the City of Fernandina Beach Resolution 2020-48 declared a local state of emergency; and

WHEREAS, in response to concerns raised by local government attorneys, Governor DeSantis issued Executive Order 20-69, which suspended any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place; and

WHEREAS, Executive Order allows local governments to utilize communications media technology as provided in Section 120.54(5)(b)2, Florida Statutes; and

WHEREAS, the City Commission, advisory boards and standing committees that conduct quasi-judicial hearings, created by Charter, City Code, and City Commission must convene in order to ensure the continuity of government, the delivery of essential services, protecting the interests of property owners and preserving the public health, welfare, and safety; and

WHEREAS, the City possesses the technology to broadcast its meetings to the public; and

WHEREAS, the City Commission finds that adoption of the Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures will provide meaningful access to the public while minimizing the health threat to participants and citizens.

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

SECTION 1. The City Commission hereby adopts the City of Fernandina Beach Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures, incorporated as Exhibit "A".

SECTION 2. The Acknowledgement of Waiver of Rights form is hereby adopted and incorporated as "Exhibit B".

SECTION 3. Noticing of emergency meetings will comply with the requirements of the City Code of Ordinances, Florida Statutes Sunshine Laws, and Executive Order 20-69.

SECTION 4. The City Manager and City Attorney may amend or modify these procedures as may be necessary under a then existing state of emergency. These CMT meeting procedures must only be used in accordance with local, state and federal law, including but not limited to, executive orders issued by the President of the United States and Governor of Florida.

SECTION 5. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of May, 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

**Communications Media Technology (CMT) Quasi-Judicial, Legislative, and
Administrative Hearing Procedures for the City of Fernandina Beach**

1. Communications Media Technology (CMT) means any alternative forms of audio, video, electronic, or digital communication transmitted or hosted via telecommunications or computer web-based platform services.
2. Implementation of these CMT procedures may only be utilized during the pendency of a declared State of Emergency by the Governor's office. The Executive Order of the Governor must allow for suspension of any Florida Statute requiring a quorum to be physically present.
3. These CMT procedures will be available for meetings of the City Commission, Planning Advisory Board, Board of Adjustment, Historic District Council, and the City's Retirement Pension Boards, as well as any Advisory Board or Special Committee with business that must be conducted in a timely fashion.
4. All applicants have the option of deferring their case to be heard at a future date under established non-emergency hearing procedures.
5. Any applicant choosing to have their case heard under these CMT procedures must complete the Acknowledgement and Waiver Form provided. This form must be completed by the Applicant or Applicant's Agent AND the property owner, if different. The form must be sworn to or affirmed, and notarized.
6. Noticing provisions are not suspended. Noticing will be as required by the City Code and Florida Statutes. Noticing will include information on how the public or Applicants may participate by CMT.
7. Agenda packets will be available online.
8. The City Commission Chambers will not be open for general public attendance consistent with health and life safety requirements. Staff and Board Members may appear in the public meeting room. Attendance will be prioritized as follows:
 - a. Board/Commission Members
 - b. City Attorney
 - c. City Manager/ Staff Presenters
 - d. City Clerk/Recording Secretary
 - e. Applicant and/or Applicant's Agent/ Legal Counsel
9. Board/Commission Members may attend physically or by CMT means reasonably available under the emergency circumstance.
10. Applicants and/or Applicants' Agent may attend physically in the City Commission Chambers or by CMT, in accordance with the priority list above in Section 8 and in compliance with public health requirements. Witnesses and affected parties in quasi-judicial hearings may appear by CMT. All testimony in quasi-judicial hearings will be

sworn in accordance with Florida law and City Attorney approval. Court reporters should observe the same rules and methods of transcribing testimony as are being used in the 4th Judicial Circuit Court of Nassau County proceedings conducted using CMT procedures.

11. Presentation materials, photographic and documentary evidence for quasi-judicial hearings (HDC, BOA, Code Board, City Commission) must be provided to the City Clerk's Office or to the applicable board recording secretary no later than five business days prior to the meeting to allow for their display and projection during the Applicant's case, and this procedures applies to applicants and affected parties.
12. Public comment and participation will be conducted for all meetings in accordance with Florida law, and public speakers must be sworn for quasi-judicial hearings, or may make unsworn comments consistent with Florida law. Affected parties who wish to provide oral testimony or cross examine witnesses in a quasi-judicial hearing using CMT will be requested to dial in to the announced phone number located on the posted public notice of the meeting only when prompted for the specific item next on the agenda. The callers will be placed on hold and queued for each agenda item public hearing period. For all public comment not associated with a quasi-judicial hearing, members of the public may provide written comment to the City Clerk or City Attorney prior to the hearing via U.S. Mail or email: cbest@fbfl.org or tbach@fbfl.org. The City Clerk or City Attorney will read any received written comments into the record. All public comment will be limited to three minutes. The City Clerk or City Attorney will receive and preserve all written comment consistent with Florida Public Records law but will only read into the record the equivalent of three minutes or 400 words. All testimony in quasi-judicial hearings must be presented live using CMT by affected parties, applicants and City staff, or live by being physically present in City Commission Chambers only applicable to applicants, board members and City staff.
13. All other rules of decorum apply to the extent they do not conflict with these procedures or are not applicable. The City Attorney will monitor adherence to the Commission Rules of Procedure or Robert's Rules of Order, as applicable, and may mute any persons determined to be in violation.
14. Applicants and/or Applicants' Agent/Legal Counsel may rebut testimony during quasi-judicial hearings through the Chairperson.

Acknowledgment and Waiver of Rights: Fernandina Beach CMT Hearing

I, the undersigned Applicant or Agent, and Property Owner, hereby acknowledge and agree that:

- Applicant and/or Property Owner has the option of deferring their case to be heard at a future date under established non-emergency procedures.
- Applicant and/or Property Owner knowingly and willingly chooses to proceed to hearing under the Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures for the City of Fernandina Beach.
- CMT procedures are held only during a declared State of Emergency by the Governor. Such procedures may or may not comply with Florida Statutes or case law governing Quasi-Judicial, Legislative, or Administrative Hearings.
- Applicant and/or Property Owner knowingly waives the right of cross-examination of witnesses or commenters choosing to participate in the hearing utilizing CMT.
- Decisions and Orders of any board or commission may be subject to challenge by private parties, government agencies, and affected or aggrieved persons. Further, such Orders or Decisions are subject to be overturned by a court of competent jurisdiction. Applicant and/or Property Owner agree to indemnify and hold harmless the City of Fernandina Beach, its boards and commission, staff, and appointed and elected officials, for any claims arising out of Applicant and/or Property Owner's decision to proceed to hearing utilizing CMT procedures. Applicant and/or Property Owner agree to pay all attorneys' fees and costs incurred by the City in defending decisions or orders utilizing CMT procedures related to their hearing.
- Applicant and/or Property Owner fully understand the risks and costs of litigation and have independently assessed these risks and costs and choose to proceed with hearing of the application utilizing CMT procedures.

Applicant and/or Property Owner further acknowledges that they have had an opportunity to consult with and be represented by counsel of their choosing and is advised to do so. Applicant and/or Property Owner freely, without duress or coercion, and based on Applicant's and/or Property Owner's own judgment wish to proceed with hearing of their application utilizing CMT hearing procedures.

PROPERTY OWNER

SIGNATURE: _____

NAME: _____

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, _____, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

Acknowledgement and Waiver of Rights

APPLICANT OR APPLICANT'S AGENT

SIGNATURE: _____

NAME: _____

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, _____, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-13
Code Amendment - Historic District Tax Exemption

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-13 at First Reading.

SYNOPSIS: On May 4, 2010, the City Commission of the City of Fernandina Beach passed Ordinance 2010-14, which provides for a municipal ad valorem tax exemption for rehabilitation, renovation and restoration of qualified historic properties pursuant to F.S. §§ 196.1997 – 196.1998.

On February 18, 2020 the Historic District Council voted to increase the amount of time allowed for the completion of work on qualifying improvement projects from two years to five years, and this proposed Ordinance 2020-13 codifies this new 5-yr work completion deadline. Ordinance 2010-14 references the Historic District Council's Certificate of Appropriateness, which was renamed the Certificate of Approval in 2012. Ordinance 2010-14 also references the City of Fernandina Beach Community Development Department, which was dissolved in 2019.

FISCAL IMPACT: Pursuant to the authorization of Section 3, Article VII of the State Constitution, and the provisions of F.S. §§ 196.1997-196.1998, the City hereby grants provision for an ad valorem tax exemption of 100% of the assessed value of qualifying improvements made to qualifying historic structures located in the City. The fiscal impact will vary from year to year depending on qualified improvements. This would exempt the property from Ad Valorem taxes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-13 at First Reading.

Dale L. Martin, City Manager 4/23/2020

Pauline Testagrose, Comptroller 4/27/2020

Tammi E. Bach, City Attorney 4/28/2020



Date: February 06, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 74, ARTICLE V, OF THE CODE OF ORDINANCES, AMENDING SECTION 74-152, TAX EXEMPTION FOR IMPROVEMENTS TO QUALIFIED HISTORIC PROPERTIES; AMENDING SECTION 74-155, APPLICATION AND REVIEW PROCESS; AMENDING SECTION 74-167, ISSUANCE OF OTHER PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 4, 2010, the City Commission of the City of Fernandina Beach passed Ordinance 2010-14, which provides for a municipal ad valorem tax exemption for rehabilitation, renovation and restoration of qualified historic properties pursuant to F.S. §§ 196.1997 – 196.1998; and

WHEREAS, on February 18, 2020 the Historic District Council voted to increase the amount of time allowed for the completion of work on qualifying improvement projects from two years to five years; and

WHEREAS, Ordinance 2010-14 references the Historic District Council's *Certificate of Appropriateness*, which was renamed the *Certificate of Approval* in 2012; and

WHEREAS, Ordinance 2010-14 also references the City of Fernandina Beach Community Development Department, which was dissolved in 2019.

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

SECTION 1. That Article V, Section 74-152 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 74-152. Tax exemption for improvements to qualified historic properties.

- (a) *Generally*. Pursuant to the authorization of Section 3, Article VII of the State Constitution, and the provisions of F.S. §§ 196.1997-196.1998, the City hereby grants provision for an ad valorem tax exemption of 100% of the assessed value of qualifying improvements made to qualifying historic structures located in the City.
- (b) *Definitions*. For the purposes of this Article, the following words shall have the following meanings:

Applicant means the owner(s) of record of a qualifying property or their authorized agent.

Assessed value means the total value of a tax parcel, excluding the value of the land, as determined by the Property Appraiser, and shown on the property tax bill sent to the owner(s) of record.

Certificate of ~~appropriateness~~-approval means a document issued by the Council or City approving a proposal to make specified alterations or changes to a structure or property located in either the Downtown Historic District, the Old Town Historic District, or the

Community Redevelopment Area after review of the proposal pursuant to procedures in the City of Fernandina Beach Land Development Code.

City staff means the City of Fernandina Beach ~~Community Development Department~~ staff as designated by the City Manager, serving as the local historic preservation office.

Commission means the City of Fernandina Beach City Commission.

Contributing structure or property means a building, site, structure, or object which adds to the historical architectural qualities, historic associations, or archaeological values for which a district is significant because:

- (a) it was present during the period of significance of the district, and possesses historic integrity reflecting its character at that time,
- (b) it is capable of yielding important information about the period, or
- (c) it independently meets the National Register of Historic Places criteria for evaluation.

Council means the City of Fernandina Beach Historic District Council.

Government or nonprofit purpose means at least 65% of the useable space of the qualifying property is occupied or used by an agency of the federal, state or local government or nonprofit corporation whose articles of incorporation have been filed in accordance with F.S. § 617.0125.

Historic preservation exemption covenant means the Historic Preservation Property Tax Exemption Covenant, in a form which complies with the applicable Florida Statutes and accompanying rules, indicating that the owner agrees to maintain and repair the property so as to preserve the architectural, historical, or archaeological integrity of the property during the exemption period.

Renovation or rehabilitation means the act or process of returning a historic property or portion thereof that is of historical or architectural significance to a state of utility through repair or alteration which makes possible a contemporary use while preserving those portions or features of the property which are significant to its historical, architectural, cultural and archaeological values. For historic properties or portions thereof that are of archaeological significance or are severely deteriorated, *renovation or rehabilitation* means the act or process of applying measures designed to sustain and protect the existing form and integrity of a property, or reestablish the stability of an unsafe or deteriorated property while maintaining the essential form of the property as it presently exists.

Restoration means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of the later work or by the replacement of missing earlier work.

Qualifying improvement means any change in the condition of qualifying property brought about by the expenditure of money on labor or materials for the restoration, renovation or rehabilitation of such property. Expenditures for interior or exterior work, including construction of additions or accessory structures, shall be included in the meaning of improvement for purposes of this Article.

Qualifying improvement project means a project for which the property owner can document to the satisfaction of the City that the total expenditure on the project within the ~~two (2)~~-five years prior to the date of submission of the final application:

- (1) equals or exceeds at least 25% of the total assessed value of the property before the improvement or \$10,000, whichever is less; and
- (2) at least 25% of the valuation of the proposed improvements must be for work to the exterior of the structure.

Qualifying property. The following real property in the City of Fernandina Beach is eligible for the tax exemption under this Section, provided it meets such criteria on the date this Section is approved by the Commission. Property is qualified for the exemption under this Section if:

- 1) At the time the exemption is granted, the property:
 - i. Is individually listed in the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended, or
 - ii. Is a contributing property to a National Register-listed District, or
 - iii. Is designated as a contributing property to a historic district, under the terms of City Ordinances; and
- 2) City staff has certified to the Commission that the property for which an exemption is requested satisfies subsection 74-152(b)(1) above.

SECTION 2. That Article V, Section 74-155 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended to read as follows:

Section 74-155. Application and review.

Application procedures shall be followed in accordance with F.S. §196.1997(8) and F.A.C. Chapter 1A-38.003:

(a) *Application generally.*

- 1) Application for the tax exemption under this Section shall be made on the appropriate form provided by the City. The application form shall contain all the information required in the tax exemption application form provided by the Division of Historical Resources, Florida Department of State, and promulgated in accordance with F.A.C. Chapter 1A-38, but shall also contain such additional information, including documentation of the cost of the proposed renovation, rehabilitation or restoration, as determined necessary by the City. Application forms and summaries of deadlines and application procedures shall be maintained by the City and shall be made available to the public.
- 2) Each applicant shall also be provided a copy of the historic preservation exemption covenant, and an explanation of the covenant requirements.
- 3) A final application shall be submitted to the City upon completion of the qualifying improvement project, and every final application shall be accompanied by a copy of the

historic preservation exemption covenant signed by every property owner of record.

- 4) Only expenditures made to contributing properties after the effective date of this Section shall be reviewed by the City for approval.
- 5) The Commission may set fees by Resolution for the preconstruction application and/or the final application.

(b) *Preconstruction application.* A preconstruction application shall be filed on the appropriate form provided by the City before the qualifying improvement project is initiated. The preconstruction application form shall be accompanied by information sufficient to allow City staff to determine whether the proposed renovation, rehabilitation or restoration project involves a qualifying property and a qualifying improvement project, and will comply with the review standards contained in Section 74-156. It shall also contain information concerning the proposed cost of the qualifying improvement project and be accompanied by a copy of the most recent tax bill sent out by the Property Appraiser.

(c) *Preconstruction application review.*

- 1) City staff shall contact the applicant within ten days following submission of a properly completed preconstruction application. City staff shall indicate to the applicant whether:
 - i. the property is a qualifying property;
 - ii. the proposed work is a qualifying improvement project; and
 - iii. whether the work as proposed is in compliance with the review standards contained in Section 74-156.

If City staff determines that the work is a qualifying improvement project and that the work as proposed is in compliance with the review standards contained in Section 74-156, the preconstruction application shall be approved by the City and issued to the applicant.

- 2) If City staff determines that the work as proposed is either not a qualifying improvement project, or not in compliance with the review standards contained in Section 74-156, the applicant shall be so advised, and City staff shall make recommendations to the applicant concerning changes to the proposed work necessary to make it a qualifying improvement project and bring it into compliance with the review standards. The applicant shall have fourteen days following receipt of a written summary of the recommendations by City staff to resubmit the preconstruction application. This time period may be extended for an additional fourteen days by City staff if practical difficulties make it impossible for the applicant to revise the preconstruction application within the initial fourteen day period.

(d) *Work requiring a certificate of ~~appropriateness~~ approval.* If all or part of the proposed work involves exterior work requiring a certificate of appropriateness pursuant to the City of Fernandina Beach Land Development Code, the exterior portion of the work shall be reviewed in accordance with the Land Development Code. The preconstruction application process may be conducted simultaneously with the process for issuance of a certificate of appropriateness, but no preconstruction application shall be approved by City staff and issued to the applicant until the process for issuance of a certificate of appropriateness has been completed.

- (e) *Completion of work.* An applicant must complete all work within ~~two~~ (2) ~~five~~ years following the date of approval of a preconstruction application. A preconstruction application approval shall automatically be considered revoked if the property owner has not submitted a final application within ~~two~~ (2) ~~five~~ years following the date of approval of a preconstruction application.
- (f) *Final application for review of completed work.*
- 1) Final application shall be made on a form provided by the City and accompanied by documentation that the total cost of the work qualifies it as qualifying improvement project. Appropriate documentation may include paid contractor's bills, canceled checks, an approved building permit application listing cost of work to be performed, or other information as determined to be sufficient by City staff.
 - 2) City staff shall contact the applicant within ten days following submission of a properly completed final application. City staff shall indicate to the applicant whether the completed work is a qualifying improvement project and whether the work as completed is in compliance with the review standards contained in Section 74-156. If City staff determines that the work is a qualifying improvement project and is in compliance with the review standards contained in Section 74-156, final application shall be approved by City staff and issued to the applicant.
 - 3) If City staff determines that the work as completed is either not a qualifying improvement project or is not in compliance with the review standards contained in Section 74-156, the applicant shall be advised that the final application has been denied, and City staff shall provide a written summary of the reasons for that determination, including recommendations to the applicant concerning changes necessary to make it a qualifying improvement project and bring it into compliance with the review standards. Upon submission of evidence that the applicant intends to undertake the work necessary to comply with the recommendations by City staff, the denial of the final application may be continued by City staff for a reasonable period of time not to exceed sixty days, while the applicant demonstrates a good faith effort to comply with City staff recommendations.
- (g) *Interior inspection.* Upon receipt of a preconstruction or final application involving a qualifying improvement project in which some or all of the work is in the interior of the property, City staff shall arrange with the applicant for an interior inspection. The purpose of the interior inspection is to ascertain compliance of the qualifying improvement project with the standards for review set forth in Section 74-156.
- (h) *Federal historic preservation tax credits.* When the applicant is applying jointly for the tax exemption under this Section and for federal historic preservation tax credits, the applicant shall complete the National Park Service federal tax credit application and the City preconstruction application and submit both to the City simultaneously. The City shall defer action on the applications until the National Park Service has rendered a determination. In the event the National Park Service approves the federal tax credit application, the preconstruction application shall be amended to reflect any conditions issued by the National Park Service. The City shall then proceed with the application process as outlined in this Section. A denial by the National Park Service may cause the City to deny the ad valorem tax exemption.

SECTION 3. That Article V, Section 74-166 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended to read as follows:

Section 74-166. Annual report.

City staff shall prepare an annual report to the Commission concerning the historic rehabilitation tax exemption detailed in this Article. The report shall be filed in January of each calendar year, and shall summarize the activities of the City related to the historic rehabilitation tax exemption program during the previous calendar year. The information contained in the annual report shall include, but not be limited to, the following items:

- (a) A list of the properties for which preconstruction applications and final applications were made during the preceding year;
- (b) Explanation of the disposition of each of the applications;
- (c) The total expenditure on each approved qualifying improvement project during the preceding year;
- (d) The total number of properties currently participating in the historic rehabilitation tax exemption program as of the end of the previous year;
- (e) The total expenditure on all qualifying improvement projects currently participating in the program; and
- (f) Any other information requested by the Commission, or considered significant by the City.

SECTION 4. That Article V, Section 74-167 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended to read as follows:

Section 74-167. Issuance of other permits.

No building permit, or other required permit, shall be issued by the City until the required certificate of ~~appropriateness~~-approval and/or preconstruction application has been approved and all appeal proceedings have been completed.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be deemed effective after its passage and approval upon second and final reading.

ENACTED this ____ day of _____, 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

Date of First Reading: May 5, 2020
Date of Second Reading and Public Hearing:
Date of Final Passage:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-14
Code Amendment - Board Member Terms

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-14 at First Reading.

SYNOPSIS: The City Clerk manages Advisory Board/Committee appointment term expirations and vacancies. Currently, Boards and Committees have expirations at different times of the year. This Ordinance amends Chapter 2 of the City Code to standardize terms across all Boards and Committees so that all expire on December 31st of the calendar year ending the term.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-14 at First Reading.

Tammi E. Bach, City Attorney 4/23/2020

Dale L. Martin, City Manager 4/23/2020

Katie A. Newton

Date: April 13, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY OF FERNANDINA BEACH CODE OF ORDINANCES, CHAPTER 2, ARTICLE III, BOARDS, COMMISSIONS, COMMITTEES; AMENDING SECTION 2-122 TO STANDARDIZE START AND END TERMS FOR BOARD APPOINTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach appoints citizens to serve on boards, commissions, and committees to conduct the business of the City; and

WHEREAS, the Office of the City Clerk manages these appointments; and

WHEREAS, it is in the best interest of the City to standardize when the terms of these appointments begin and expire.

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

SECTION 1. Section 2-122 of the City's Code of Ordinances is amended as follows:

Sec. 2-122. - Appointment, term of office, and filling board vacancies.

(a) *Appointment, term, attendance.*

- (1) All members and alternate members ~~shall be~~ are appointed by the city commission;
- (2) Each board ~~shall have~~ has the opportunity to review each applicant's resume and may make a recommendation on the appointment;
- (3) All members ~~shall~~ must reside within the city limits;
- (4) Elected officials and employees of the city ~~shall not be~~ are not eligible to serve on city boards or committees, unless otherwise provided herein;
- (5) Each member serves at the pleasure of the city commission;
- (6) The term of office for all regular board or committee members ~~shall be~~ is three years, and a vacancy ~~shall~~ occurs at the end of the three-year term;
- (7) All applicants for a specific board or committee appointments ~~shall~~ will be considered at the time a vacancy occurs;
- (8) A member of a board who is seeking re- appointment ~~shall~~ continues to be a voting member for two months to allow for the finalization of the appointment or re-appointment by the city commission;
- (9) Each appointed member ~~shall~~ will attend all regular and called meetings.

(b) *Officers and subcommittees.*

- (1) Each board or committee ~~shall~~ must have a chairperson, ~~and a vice-chairperson;~~ and a recording secretary; and
- (2) The chairperson and vice-chairperson ~~shall~~ serve one-year terms. Officers ~~shall~~ may not serve more than two consecutive terms; and

(3) A board or committee may create whatever sub-committees it deems necessary to carry out its purposes. The chairperson of the board or committee ~~shall~~ will appoint the membership of each sub-committee from the members of that board or committee.

(c) *Removal and vacancies.*

- (1) When a position on a board or committee becomes vacant before the end of the term; an alternate ~~shall~~ fills the vacancy;
- (2) When no alternate member is available to fill the vacancy; the city commission ~~shall~~ will appoint a member to fill the vacancy for the duration of the term;
- (3) When the unexpired term is two months or less, the city commission may appoint a new member to fill the unexpired term and the following full term;
- (4) A member who moves outside of the city or no longer meets eligibility requirements ~~shall be~~ is removed immediately;
- (5) Any member who has been absent for three regular meetings in one calendar year ~~shall be~~ is subject to removal; and
- (6) Vacancy ~~shall~~ occurs upon death, resignation, removal, conviction of a felony, or expiration of term.

(d) *Term limits and reappointment.* Term limits do not apply to appointed board or committee members. All terms are effective January 1 of a given calendar year and expire on December 31 of the calendar year ending the term. The city clerk's office ~~shall~~ will provide all board or committee members eligible for reappointment at least ~~30~~ 90 days' notice prior to their term expiring. Board or committee members seeking reappointment must provide the city with updated contact information and statement of interest at least ~~45~~ 60 days prior to expiration of their term. New board or committee members ~~shall~~ must complete an application and provide a résumé and statement of interest to the city at least 15 days before consideration for appointment.

SECTION 2. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof is held invalid by any court of competent jurisdiction, such holding will not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 3. EFFECTIVE DATE. This Ordinance takes effect immediately upon its enactment.

ENACTED this ____ day of _____, 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 COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-15
Code Amendment - Online Gaming Prohibition

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-15 at First Reading.

SYNOPSIS: Gambling is not currently legal in the City of Fernandina Beach, however, there are establishments in Nassau County that utilize computer or video displays of games and contests that are generally associated with gambling outfits.

The Fernandina Beach Police Department has requested that the City Commission formally prohibit these types of facilities as they promote illegal activity by deceiving citizens and because of the criminal activity often associated with these types of facilities (as outlined in reports by the City of Jacksonville and Nassau County Sheriff's Office). Recently, the City of Jacksonville and Nassau County have enacted similar Ordinances.

The attached Ordinance amends Chapter 14 of the City Code to include online gaming prohibition language.

FISCAL IMPACT: Charges incurred from related Code Enforcement fines will be deposited into the General Fund Code Enforcement Fines and Fees account, 001 32900.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-15 at First Reading.

Tammi E. Bach, City Attorney 4/17/2020

Dale L. Martin, City Manager 4/23/2020

Pauline Testagrose, Comptroller 4/23/2020

Katie A. Newton

Date: April 13, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING ARTICLE II, CHAPTER 14, AMUSEMENTS AND ENTERTAINMENTS; AMENDING SECTION 14-26 DEFINITIONS; CREATING SECTION 14-32, STATEMENT OF INTENT; CREATING SECTION 14-33 PROHIBITION OF SIMULATED GAMBLING DEVICES; CREATING SECTION 14-34 EXEMPTIONS; CREATING SECTION 14-35 CONFLICT WITH STATE LAW; CREATING SECTION 14-36 ENFORCEMENT, CIVIL REMEDIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has a vested interest in the health and safety of its citizens; and

WHEREAS, gaming and gambling are not presently lawful in Nassau County; and

WHEREAS, there is a proliferation of establishments that utilize computer or video displays of games, contests, challenges and other electronic simulations which are of the type of games generally associated with legalized casino or gambling outlets, or which show, or purport to show, the results of raffles, sweepstakes, contests, or business game promotions (for the purpose of this Ordinance, collectively known as simulated gambling devices) for commercial or pecuniary gain; and

WHEREAS, the City Commission of the City of Fernandina Beach finds that simulated gambling establishments are deceptive to both residents and visitors who may believe these establishments present a legal gambling entertainment option; and

WHEREAS, due to the inherently deceptive nature of simulated gambling devices, establishments that utilize simulated gambling devices are adverse to the quality of life, tone of commerce, and total community environment in Fernandina Beach; and

WHEREAS, the City of Jacksonville and Nassau County have recently adopted Ordinances which effectively shut down such gaming establishments; and

WHEREAS, these municipalities cited detailed criminal activity associated with such establishments; and

WHEREAS, the City Commission of the City of Fernandina Beach has reviewed these findings and incorporates them herein; and

WHEREAS, the City Commission of the City of Fernandina Beach finds that there is a legitimate public purpose in eliminating simulated gambling establishments from operating within City limits.

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

SECTION 1. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by amending the title of Chapter 14, which shall read as follows:

ARTICLE II. BINGO AND OTHER FORMS OF GAMING

SECTION 2. It is hereby proposed that Section 14-26 of the Code of Ordinances, City of Fernandina Beach, Florida, be amended to read as follows:

Sec. 14-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bingo card means the flat piece of paper or thin pasteboard employed by players engaged in the game of bingo.

Bingo game means the activity commonly known as bingo wherein participants pay a sum of money for the use of one or more cards. When the game commences, numbers are drawn by chance, one by one, and announced. The players cover or mark those numbers on the cards which they have purchased until a player receives a given order of numbers in sequence that has been preannounced for that particular game. This player calls out "bingo" and is declared the winner of a predetermined prize. More than one game may be played upon a bingo card, and numbers called for one game may be used for a succeeding game or games.

Person means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer or manager of an association, partnership, joint venture, corporation or other organization.

Simulated gambling device means any device that, upon connection with an object, is available to play or operate a computer simulation of any game, where the play or operation of the device may deliver or entitle the person or persons playing or operating the device to a payoff directly or indirectly from the owner or operator of the device or that person's designee. The following rules of construction apply to this definition of "simulated gambling device":

(1) The term "device" means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a central server system or stored locally or on other hard drives, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.

(2) The term "upon connection with" means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device, including by the manual input by any person of characters, numbers, or any combination thereof, or other code for the purpose of accessing or activating a device, or any other mechanism or method by which the object provides access to the device.

(3) The term "object" means a coin, bill, ticket, token, card, characters, numbers, or any combination thereof, other code, or any other tangible or intangible access mechanism or method, obtained directly or indirectly through payment of consideration, or obtained as a bonus or supplement to another transaction involving the payment of consideration.

(4) The terms “play or operate” or “play or operation” includes the use of skill, the application of the element of chance, or both.

(5) The term “computer simulation” includes simulations by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

(6) The term “game” includes slot machines, poker, bingo, craps, keno, “fish”, any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes, and any other game associated with gambling or which could be associated with gambling, but the term “game” does not necessarily imply gambling as that term may be defined elsewhere.

(7) The term “payoff” means cash, monetary or other credit, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.

(8) The use of the word “gambling” in the term “simulated gambling device” as used in this Section is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.

Slot machine has the same meaning as specified in Chapter 551, Florida Statutes.

SECTION 3. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 14-32, which section shall read as follows:

Sec. 14-32. – Statement of intent.

It is the intent of the City Commission of the City of Fernandina Beach to enact this ordinance to abate a public nuisance and to prohibit the noxious use associated with the operation of simulated gambling establishments. In adopting this ordinance, the City aims to broadly prohibit the possession or use of simulated gambling devices not authorized for legal use under Florida law, including any related activity or behavior which can be reasonably construed to be the use of simulated gambling devices. Further, the Commission, in prohibiting simulated gambling devices, in no way intends to locally approve the use of actual slot machines, other forms of casino gambling or other types of gambling devices. In addition, this prohibition is aimed directly at devices that simulate gambling activity, regardless of whether the devices or the simulations in and of themselves can be said to constitute gambling as that term may be defined elsewhere.

SECTION 4. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 14-33, which section shall read as follows:

Sec. 14-33. – Prohibition of simulated gambling devices.

It is unlawful for any person to manage, supervise, maintain, provide, produce, possess, or use one or multiple simulated gambling devices for commercial, promotional, or pecuniary gain or purpose. Each individual act to manage, supervise, maintain, provide, produce, possess, or use a simulated gambling device constitutes a separate violation of this Ordinance.

SECTION 5. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 14-34, which section shall read as follows:

Sec. 14-34. - Exemptions.

(a) This Ordinance does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a simulated gambling device.

(b) This Ordinance does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by Section 546.10 or other provision of the Florida Statutes and is not otherwise prohibited by Article X, Section 23 of the Florida Constitution and Chapter 551, Florida Statutes.

(c) This Ordinance does not prohibit a religious or charitable organization from conducting a fund raising activity involving simulated gambling, provided the religious or charitable organization does not conduct the activity more than twice in one calendar year for no more than six (6) hours per fund raising activity, the organization provides advance written notice to the Police of the date, time, place, and nature of such activity and who will be conducting it, and the activity is not otherwise unlawful.

SECTION 6. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 14-35, which section shall read as follows:

Sec. 14-35. – Conflict with state law.

Nothing in this Ordinance is intended to conflict with the provisions of the Florida Constitution or Chapter 849, Florida Statutes, concerning gambling. In the event of a direct and express conflict between this Ordinance and either the Florida Constitution or Chapter 849, Florida Statutes, then the provisions of the Florida Constitution or Chapter 849, Florida Statutes, as applicable, control.

SECTION 7. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 14-36, which section shall read as follows:

Sec. 14-36. – Enforcement; civil remedies.

(a) The Code Enforcement Department, the Fire Chief and the Police Chief have concurrent jurisdiction to enforce the requirements of this Ordinance as follows:

- (1) By the Code Enforcement and Appeals Board pursuant to the authority granted by Florida Statutes, Chapter 162, however, in no instance will a civil penalty less than \$250 per violation per day of violation be imposed, pursuant to Florida Statutes, §162.09(2)(a), the Code Enforcement and Appeals Board has the authority to impose fines; specifically such fines will not exceed \$250 per day per violation for a first violation, and \$500 per day for a repeat violation;
- (2) By citation for civil penalties pursuant to the authority granted by Florida Statutes, Chapter 162, however, in no instance will a civil penalty less than \$250 per violation per day of violation be imposed;
- (3) By action for civil penalties through a court of competent jurisdiction as follows:

- (i) The civil penalty for convictions of violations committed by any person operating or allowing the operation of a simulated gambling establishment shall be as follows:
 - a. \$2,000 for a first violation;
 - b. \$5,000 for a second violation; and
 - c. \$10,000 civil penalty for a third or subsequent violation.
- (ii) Civil penalties assessed against property owners who did not operate the illegal use themselves in violation of this Ordinance shall be \$1,000 per violation.

(4) By an action for injunctive relief through a court of competent jurisdiction.

- (b) Upon notice from any agency authorized to enforce this Ordinance, occupancy or operation of any structure or property where any simulated gambling device is being used or operated in violation of this Ordinance must immediately cease. Such notice will be in writing and given to the owner of the property or to his or her agent or to the person operating any establishment where any simulated gambling device is being used or operated in violation of the Ordinance. Visiting, operating, and/or managing a location in violation of a cease and desist order constitutes a second degree misdemeanor, trespass after warning, in violation of Chapter 810, Florida Statutes. Failure to comply with the terms and conditions of a cease and desist order issued pursuant to this Ordinance constitutes an additional violation of this Ordinance. Cease and desist orders may be lifted by the issuing agency upon demonstration that all simulated gambling devices have been removed and all applicable civil penalties have been paid.
- (c) The provisions of this Ordinance may also be enforced through a private cause of action for injunctive relief filed by any adversely affected person, including the Office of the State Attorney. If such action is successful, a judgment for reasonable attorney's fees and costs may be awarded by the Court.

SECTION 8. Severability. In the event that any word, phrase, clause, sentence or paragraph hereof be held invalid by any court of competent jurisdiction, such holding will not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 9. Effective Date. This Ordinance will take effect immediately upon its final passage and adoption.

ENACTED this _____ day of _____, 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: Ordinance 2020-10
Fee Schedule Amendment - Airport/Planning and Conservation

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-10 at Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on April 7, 2020.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-10 at Second Reading.

Nathan Coyle, Airport Director	4/15/2020
Kelly Gibson, AICP, Planning Director	4/17/2020
Nicole Bednar, Administrative Services Manager	4/21/2020
Dale L. Martin, City Manager	4/23/2020
Pauline Testagrose, Comptroller	4/23/2020
Tammi E. Bach, City Attorney	4/24/2020

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

Date: April 08, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 vchicle 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
In Lieu Fee	\$85 per inch (based on planting a 3" tree = \$255) \$400/Tree	
<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

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 5, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the April 22, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

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 Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on April 7, 2020.

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 enact proposed Ordinance 2020-11 at Second Reading.

Kelly Gibson, AICP, Planning Director	4/17/2020
Nicole Bednar, Administrative Services Manager	4/21/2020
Dale L. Martin, City Manager	4/23/2020
Pauline Testagrose, Comptroller	4/23/2020
Tammi E. Bach, City Attorney	4/24/2020

Date: April 08, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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.

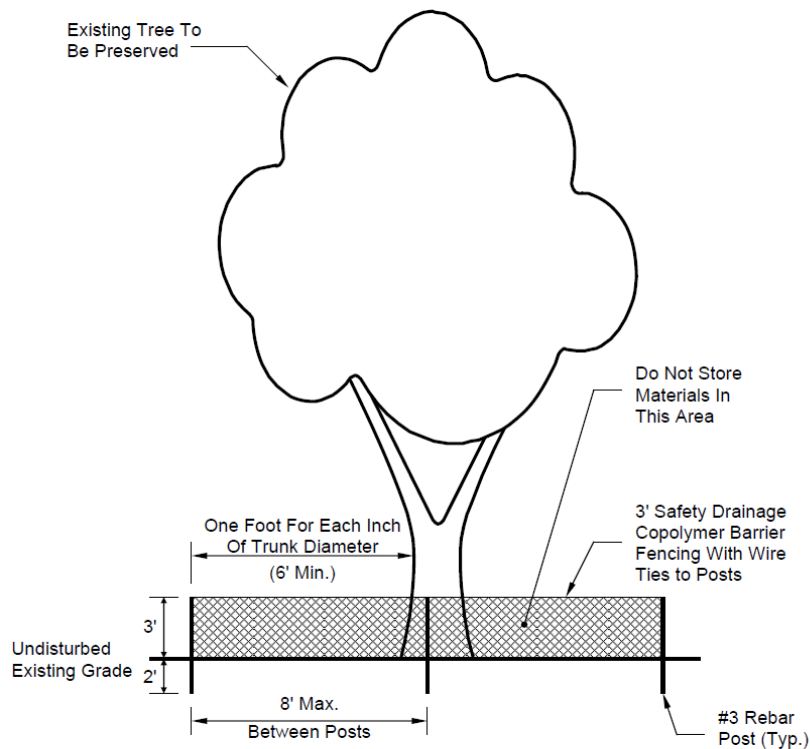
2. A tree protection zone shall be established around each protected tree(s) as follows:

- 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 RECOUPERA TE 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.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 5, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the April 22, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Land Conservation

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: To be determined based upon Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 4/23/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Development

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 4/23/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 4/23/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 4/23/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Dog Park

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger who will discuss the feasibility of a City-owned dog park.

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 3/9/2020

Dale L. Martin, City Manager 4/8/2020

Caroline Best

Date: March 06, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

BENEFITS OF AN OFF-LEASH DOG PARK:

Provides a safe place for dogs – A dog park is a safe place for dogs to run off-leash without the concern of being hit by a car or other hazard.

Enhances community safety – Dogs who have the opportunity to use dog parks become better socialized (more familiar and friendly with other dogs and people) thereby raising community safety in general.

Encourages by-law enforcement –With by-laws requiring dogs to be leashed, an off-leash area encourages compliance by providing a legal alternative, and giving owners no excuse to let their dogs run free.

Lessens complaints –Well-exercised dogs are better neighbors who are less likely to create a nuisance, bark excessively and destroy property.

Dogs need to run to stay healthy – Not many people can run with their dogs on a leash. Veterinarians tell us it's important for their health.

Social opportunity for dog owners – Dog parks are a great place for owners to meet other people with common interests. The love people share for their dogs reaches beyond economic and social barriers and helps to foster a sense of community.

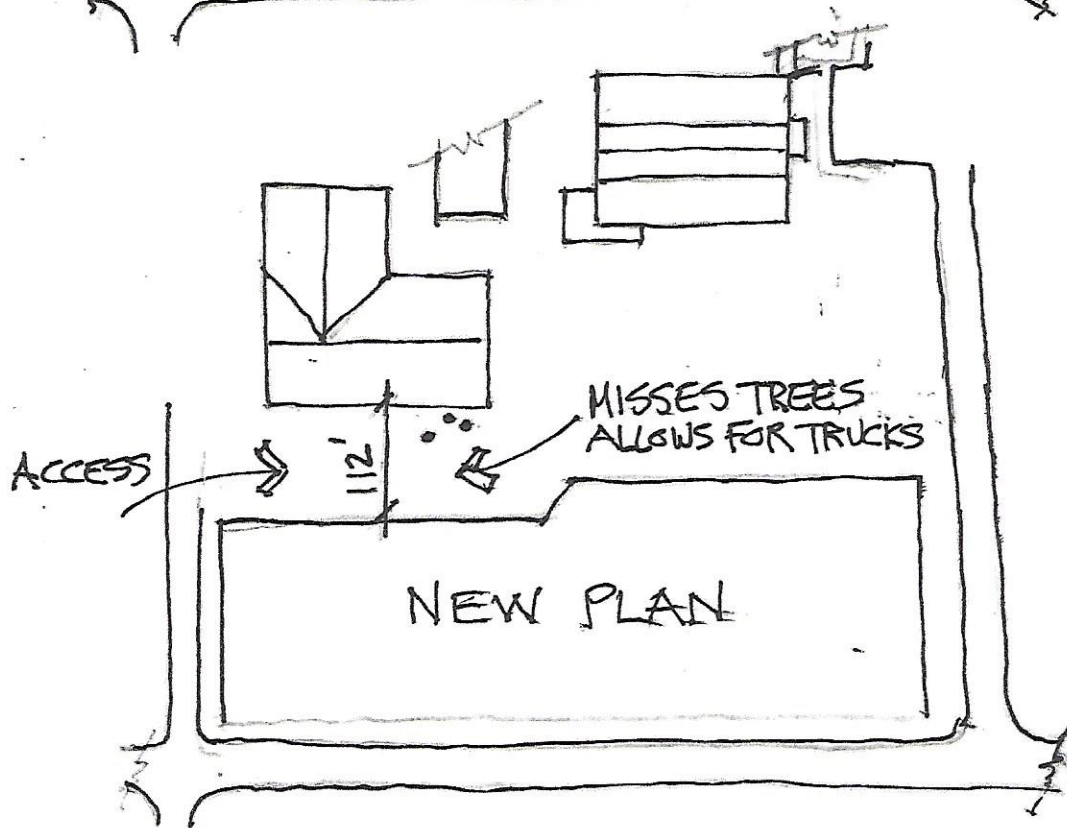
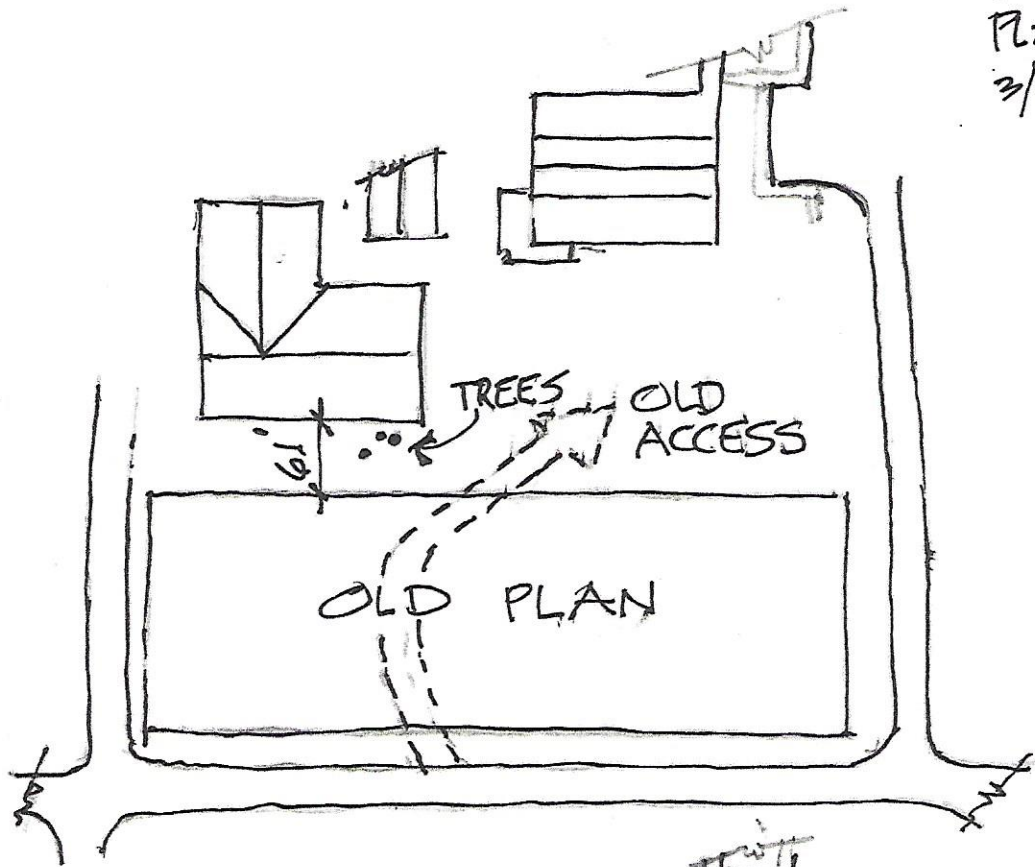
Peer advice for dog behavior – Dog owners can also benefit from the advice and peer support re: problems they might have with their dogs.

Enhances conservation efforts– Exercised dogs are less likely to search out wildlife to chase and exercise lessens destructive behaviors.

Personal security – Dog ownership provides a measure of security, both perceived and real, to single women and elderly persons

A draw for people to visit the Town –Dog parks are a draw for people to come to visit their town, and often these visits result in supporting local restaurants and stores.

PROPOSED DOG
PARK COMPROMISE
PLAN
3/4/20





City of
Fernandina
Beach

N 11TH ST

N 10TH ST

1016

1015

1014

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1011

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1009

1008

1007

1006

1005

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1002

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22A

22B

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1016

1015

1014

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1012

1011

1010

1009

22A

22B

1015



DOG PARK ALTERNATE SITE
HICKORY/15TH STREET

RULES OF THE FERNANDINA BEACH DOG PARK

- This park is for the use of residents, their guests and their pets.
- Owners are legally responsible for their dogs and any injuries caused by them. Dogs should be under control at all times.
- Dogs must be properly licensed, inoculated and healthy to use the park.
- Animals must wear a collar and ID tags at all times.
- Dogs showing aggression or excessive barking must be removed from the park.
- Animals exhibiting a history of aggressive behavior will be banned.
- Owners must not leave their dogs' unattended, and must clean up after their dogs.
- Children under the age of 16 are not permitted in the park unless supervised by an adult.
- Dogs in heat or with parasites or disease are not allowed inside the park.
- No food, beverages, glass, sharp objects or weapons are permitted inside the park.
- Dogs must be leashed before entering and prior to leaving the park. Keep entry gates closed at all times.

INFORMATION

- Park hours are from 8:00 to Sunset. No use during darkness hours.
- This is a self-policing, volunteer assisted park.
- Everyone is responsible to control their pets
- Everyone is expected to be courteous to each other and to neighbors

OWNERS: YOU ARE RESPONSIBLE FOR YOUR DOGS!

Failure to obey any of these rules may result in police action or expulsion from the park. **You may receive citations and/or fines for violation of the above rules**

FERNANDINA BEACH DOG PARK

FACT SHEET

PURPOSE – The purpose is to provide a controlled, off-leash, dog park for area residents. The park would be part of the Recreation and Parks program for the City of Fernandina Beach. Currently, there are no free off-leash areas for dogs.

GOAL - To establish a fenced-in, off-leash dog park where well-behaved canine citizens can exercise in a clean, safe environment without endangering or annoying people, property or wildlife. The intention is to develop a beautiful, well-maintained space open to all dog lovers and friends who are willing to uphold the park's rules.

SITE – A tentative site has been identified by the City that is properly zoned and available for this park. The site is approximately 42,000 square feet in size and adjacent to North 11th Street. The property is within walking distance to Central Park. The site has mature hardwood trees and is well grassed.

CONSERVATION – The proposed layout of the park elements will not impact or alter the tree layout. There is no underbrush or other fauna that would be affected.

DESIGN – The dog park has been designed in general conformance to accepted standards being used in the better dog parks across the country. The park will be built in general accordance with American Kennel Club and similar organization recommendations. Environmental considerations, such as using bio-degradable dog waste bags will be a feature of this park. There will be handicapped accessible parking and a viewing area

FUNDING – A budget for \$40,000 will be initially requested to the City for initial capital funding. Hopefully donations of time, materials and labor will be furnished by the community under the umbrella of the starting group of volunteers. Sponsors will be needed. It is anticipated that volunteers will help govern and maintain the park.

PROCESS – Community Support is needed to convince the City Commission and Manager to support this park. Some anti-dog persons will oppose this effort. Any support during this process is helpful and would be appreciated.

FERNANDINA BEACH DOG PARK

TALKING POINTS

In discussing this park with others, here are some of the questions and answers that you may run into, and need to be discussed:

Dog Parks are unsanitary and noisy – Answer – Dogs in an off-leash park are no noisier than dogs in a neighborhood. They tend to play and run together, and not howl at their owners (who are always present). The park will be prepared with poop disposal bags and waste receptacles, that will be emptied daily. Water stations will be provided for both the dogs and owners.

Why do you need an off-leash park? - Answer – Dogs that are allowed to run and play in open areas tend to have less discipline and behavior problems, and are, in general, better behaved and socialized.

How do you manage this park? Answer – Dog owners who use the park tend to self govern the unruly dogs and/or people. They self-police the “poop the scoop” situation, and even pick up after other dogs when necessary. Anyone who has visited off-leash parks in other areas has noticed this fact.

Who is paying for this? – Answer – We are asking the City to fund the initial capital amount of \$40,000, and hope that typical monthly overhead costs will be handled by donors and volunteers. The City has recently funded hundreds of thousands of tax payer (your) money for various activities (Simmons Road Park; waterfront parcel eminent domain proceedings, etc) and can certainly afford this park. In fact, they give \$80,000 per year to the Amelia Humane Society, and support other worthy causes.

What about the Amelia Humane Society, they have a dog park, won't this mess them up? Answer – The Humane Society's mission is to rescue and find homes for stray animals. They have an annual budget of over \$800,000 and a huge rescue operation. Their stores make over \$200,000 annually. Their dog park really is an adjunct to their mission. There are various restrictions on the dogs using the park. Their park has many nice features but requires a payment of over \$10/day. **There is a need for a simple off-leash park for the City.**

Your support and help is needed by supporting this effort by social media, letters to the paper, and ESPECIALLY attending the City meetings when needed.

If there are other questions you can not answer, call 929-352-4716 and leave us the question...someone will get back to you

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Small Business Relief

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger who will discuss local small business relief in response to the financial disruption caused by the Coronavirus (COVID-19).

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

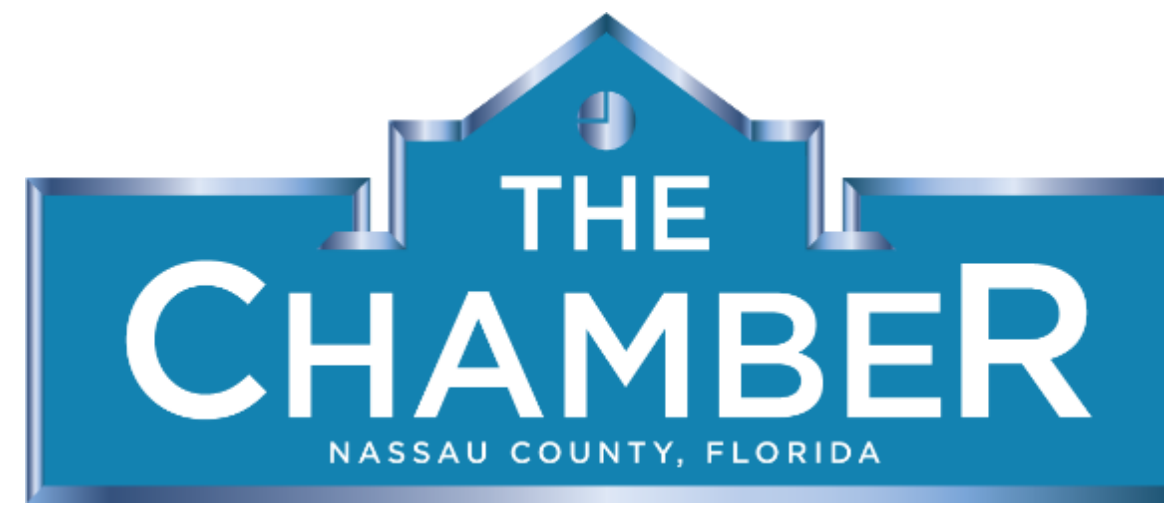
Caroline Best, City Clerk 4/16/2020

Dale L. Martin, City Manager 4/23/2020

Date: April 16, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:



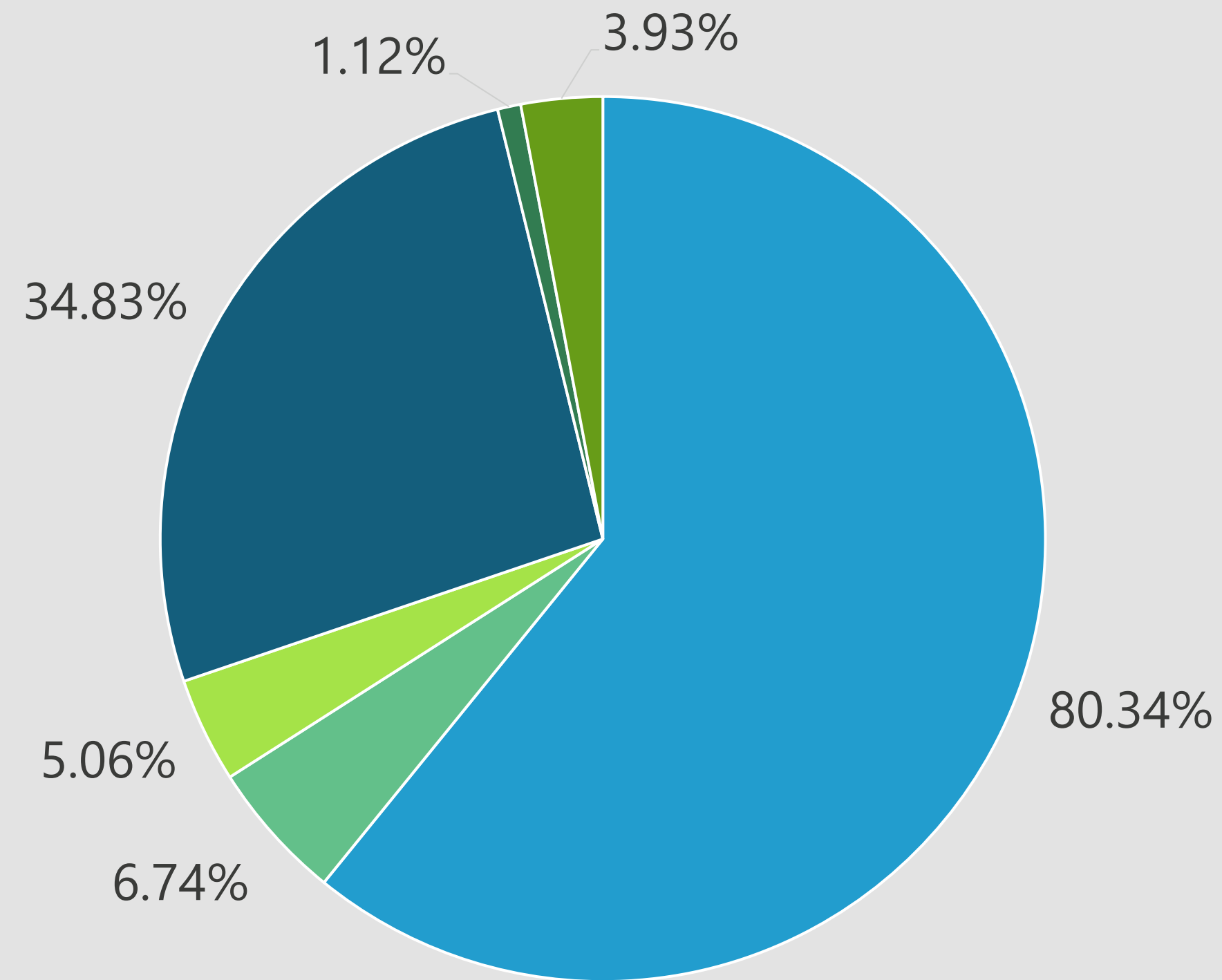
IMPACT OF COVID-19 ON NASSAU COUNTY BUSINESSES

Last week, the Nassau County Chamber of Commerce conducted an online survey to assess the impact of the COVID-19 on Nassau County businesses. This survey was designed to help us understand the ability to withstand what may be several months of suppressed revenue and what kinds of support programs will have the most impact.

2018 U.S. Census estimates 2219 employers with one physical location in Nassau County, Florida. From this number, approximate 1200 businesses were invited to participate (removing duplicates, Government and employers with corporate offices outside of the county and those with more than 100 employees). 179 surveys were returned resulting in a sampling size of 15%.

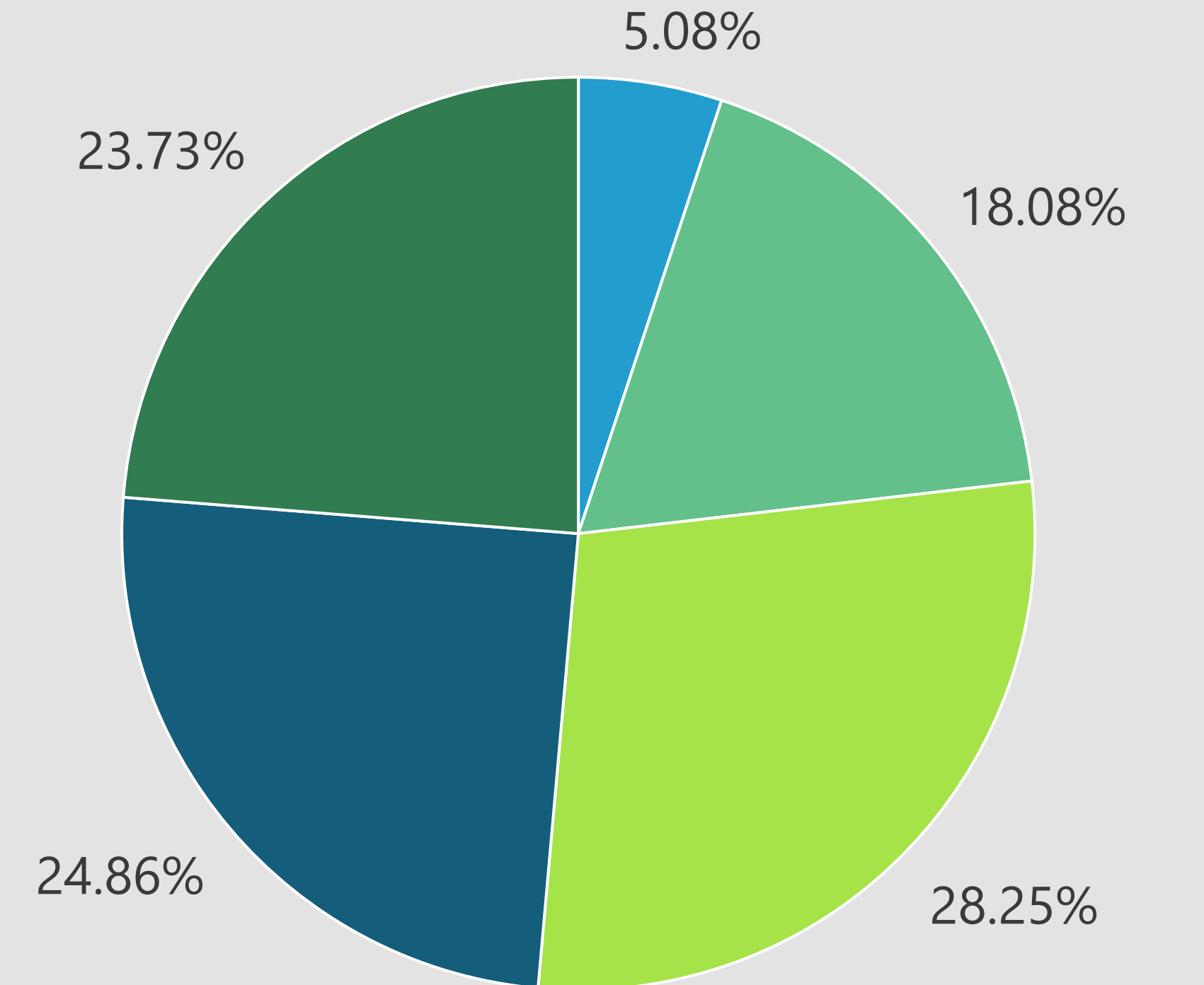
This project was supported by the Fernandina Beach Main Street and Amelia Island Tourist Development Council.

Would you characterize the ownership of the business in any of the following ways?



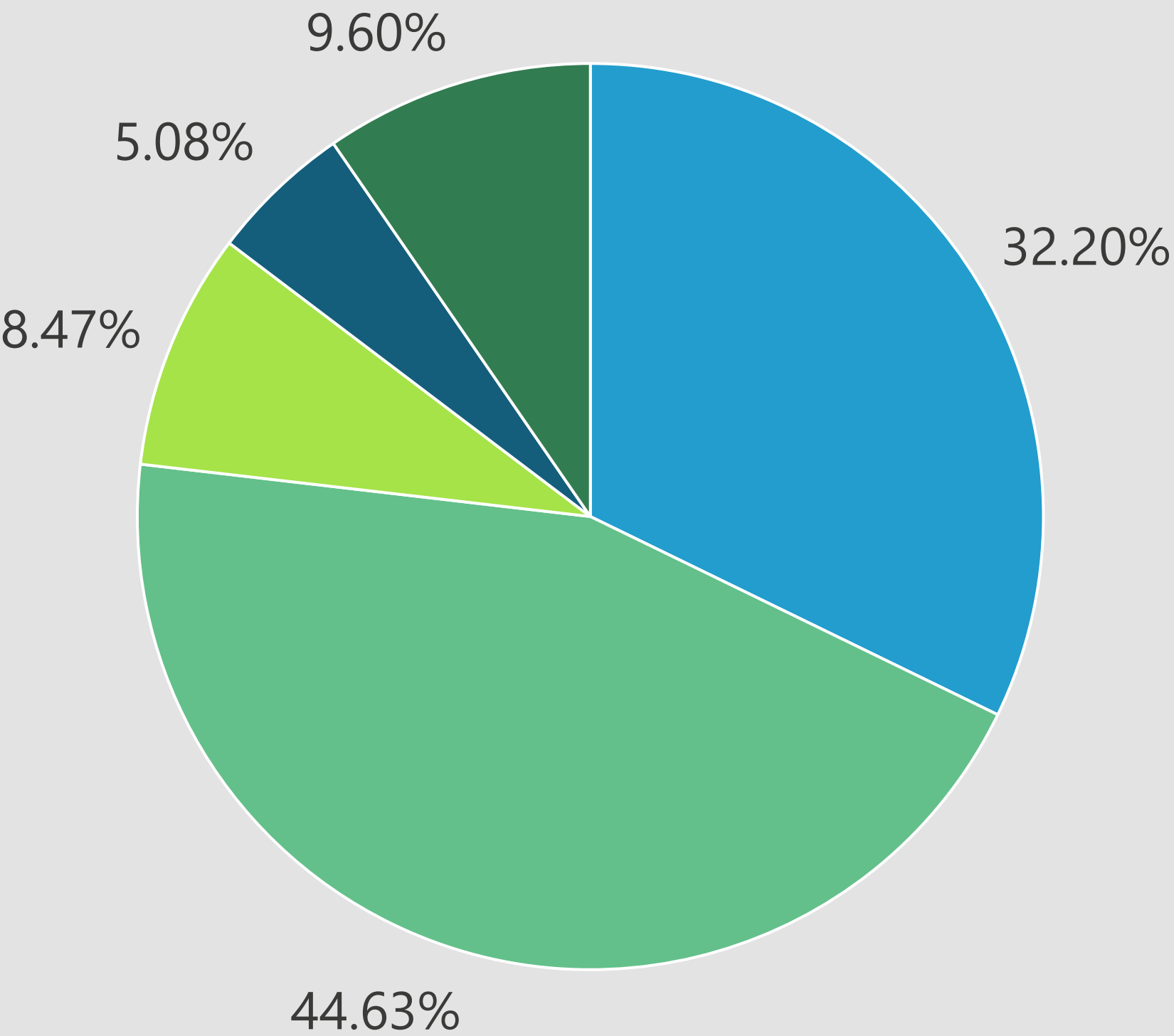
- Locally Owned
- Woman Owned
- Publicly Traded Company
- Cooperatively Owned
- Out of State
- Minority or Person of Color

If business disruption continues at the current rate, how soon will your business be at risk of closing?



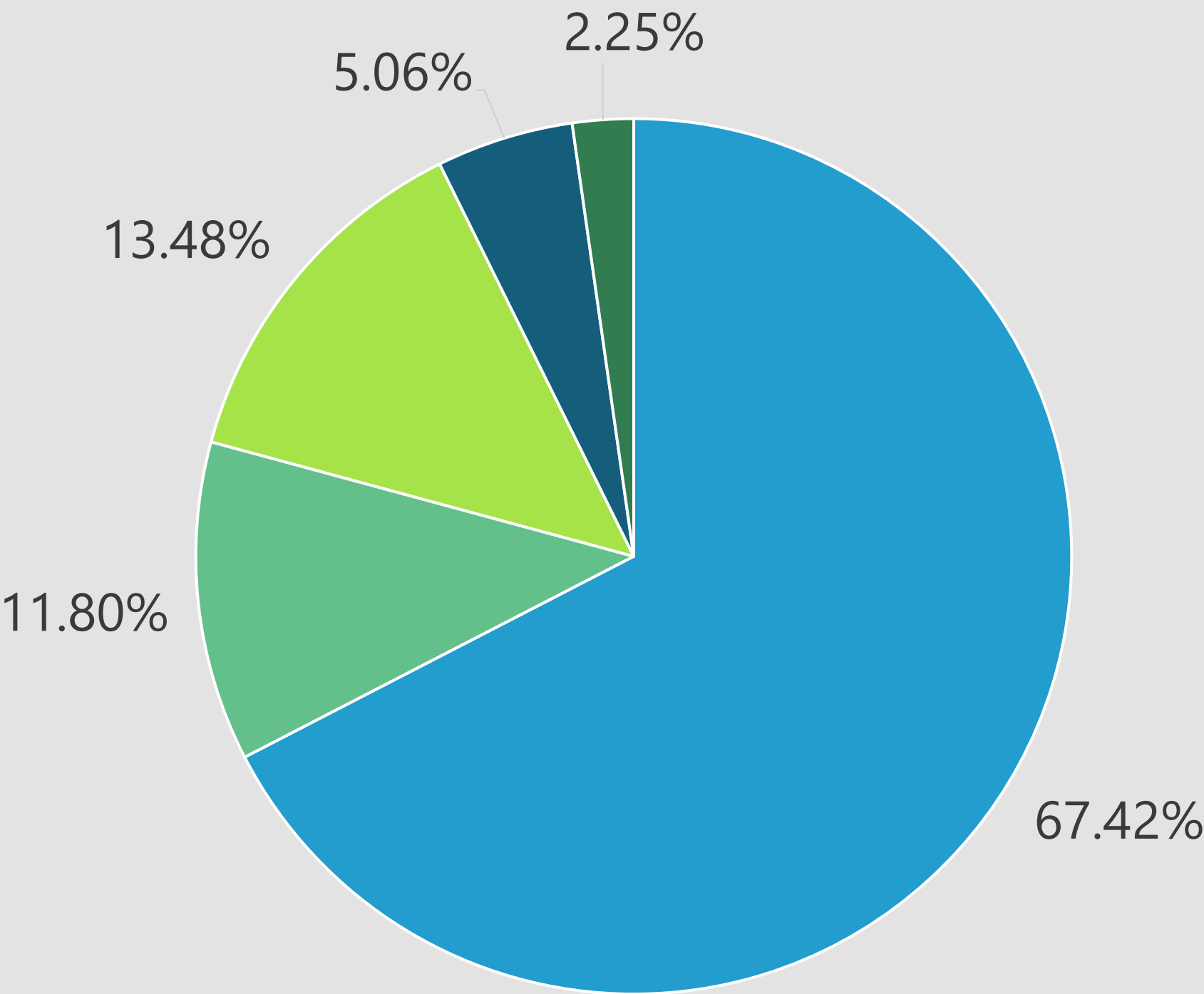
- Less than 1 month
- 3-5 months
- Not a concern
- 1-2 months
- More than 5 months

How many of your employees are at risk of unemployment or have been laid off as a result of COVID-19?



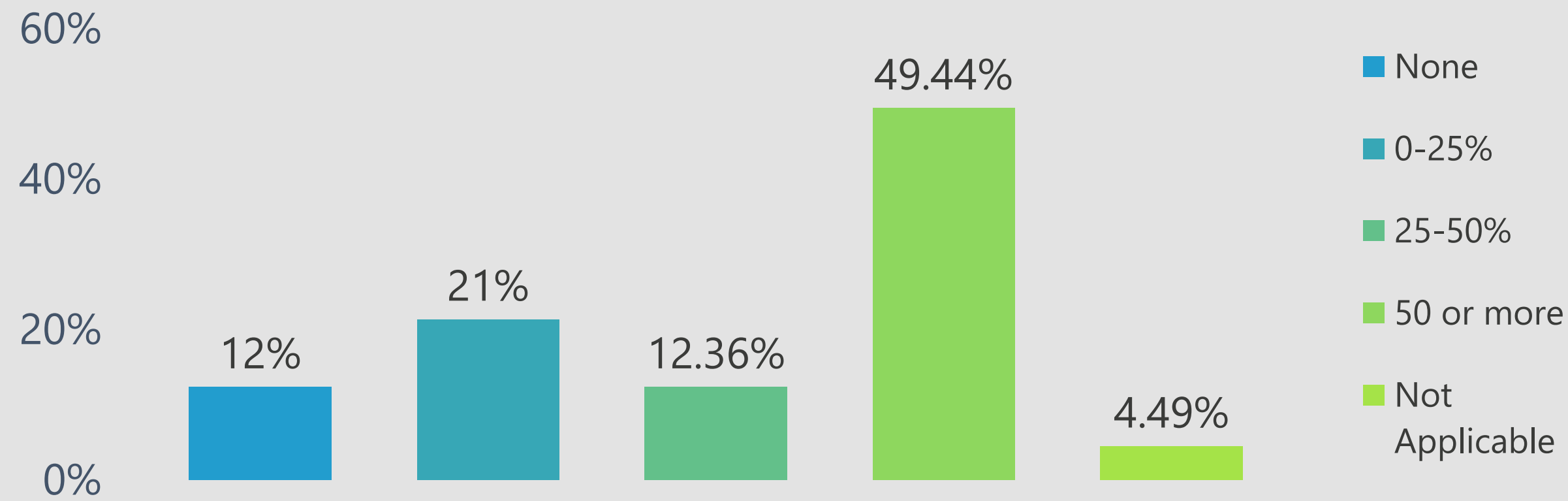
- 0 Employees
- 1- 5 Employees
- 6-10 Employees
- 11-20 Employees
- More than 20

How has your business revenue changed since COVID-19 became a widespread concern in early March 2020?

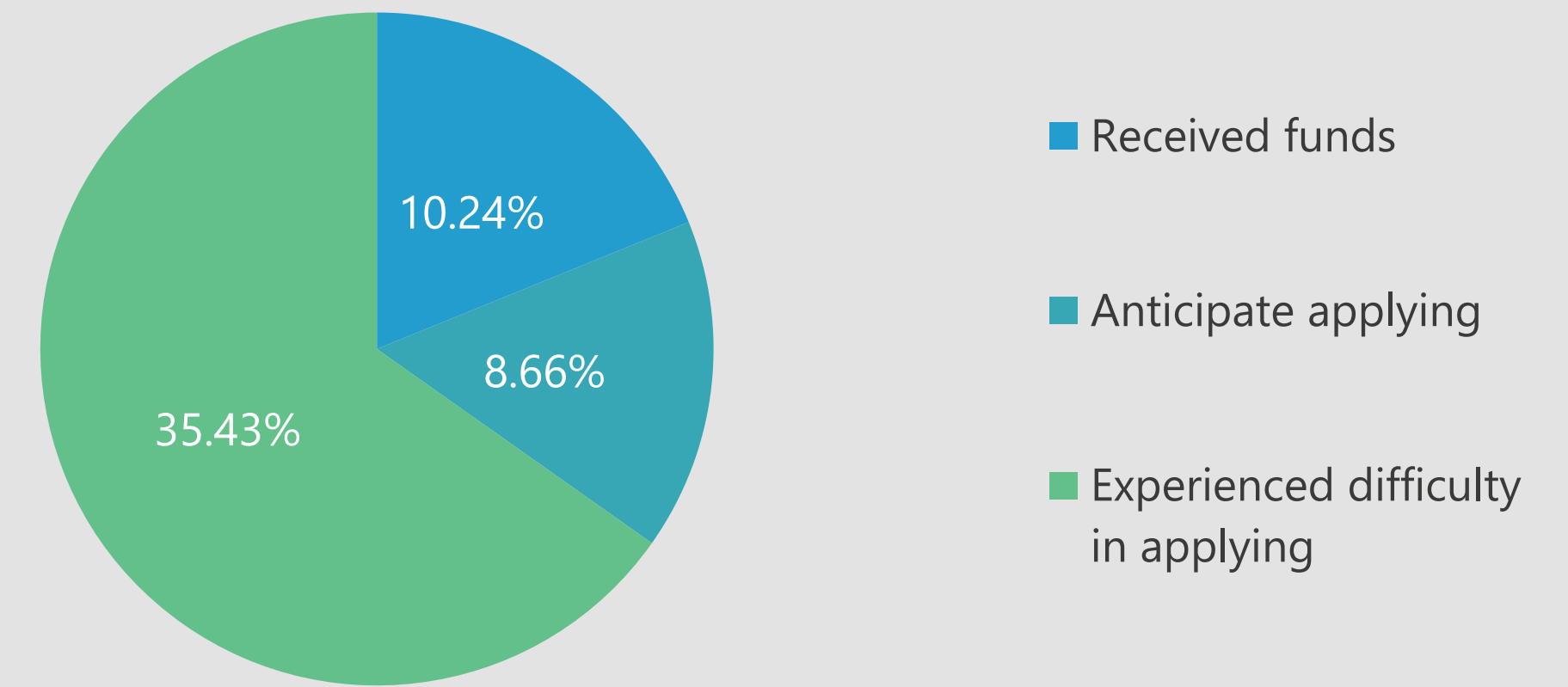


- Decreased 50-75%
- Decreased 25-50%
- Decreased 0-25%
- Normal
- Increased

How much of your annual revenue is attributed to the visitor or tourist?



If you have applied for assistance, please mark all that apply.



At this time, what are you most concerned about? (Please choose all that apply)

